

Marysville City Council Work Session

January 3, 2012

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Mayor's Oaths of Office for New Term
- B. Councilmember's Oaths of Office for New Term

Discussion Items

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

- 1. Approval of December 5, 2012 City Council Work Session Minutes.
- 2. Approval of December 12, 2012 City Council Meeting Minutes.
- 3. Joint Marysville City Council and Tulalip Tribes December 12, 2012 Meeting.

Consent

- 4. Approval of December 14, 2011 Claims in the Amount of \$2,400,147.40; Paid by Check Number's 74152 through 74290.
- 5. Approval of December 21, 2011 Claims in the Amount of \$387,550.41; Paid by Check Number's 74291 through 74413.
- 6. Approval of December 20, 2011 Payroll in the Amount of \$987,384.96; Paid by Check Number's 24990 through 25031.
- 7. Approval of December 28, 2011 Claims in the Amount of \$300,474.49; Paid by Check Number's 74414 through 74590.

Review Bids

Public Hearings

New Business

- 8. Agreement with Securus Technologies for Inmate Telephone Services.
- 9. Amendment to the Personnel Rules Regarding Civic and Service Organizations.
- 10. Contract Agreement with Waste Management Washington, Inc. for Curbside-Collected Recyclables and Curbside-Collected Recyclables, Yard Waste and Commercial Collection, Processing, Marketing and Disposal Services

Marysville City Council Work Session

January 3, 2012

7:00 p.m.

City Hall

New Business

11. A **Resolution** of the City of Marysville Amending the Hartford Deferred Compensation Plan.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact 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.

Work Sessions are for City Council study and orientation - Public Input will be received at the January 9, 2012 City Council meeting.

Work Session
December 5, 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.

Roll Call

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

Mayor: Jon Nehring

Council: Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan

Absent: Donna Wright, Lee Phillips

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Court Administrator Suzanne Elsner, Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to excuse Councilmember Wright from tonight's meeting. **Motion** passed unanimously (5-0).

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to excuse Councilmember Phillips from tonight's meeting. **Motion** passed unanimously (5-0).

Mayor Nehring noted that there were two requests for action items on items 7 and 8.

Motion made by Councilmember Soriano, seconded by Councilmember Stevens, to dispense with the normal Work Session rules for the purpose of taking action on items 7 and 8.

Councilmember Seibert asked why this was needed. Finance Director Langdon explained that there is an application deadline. Approval of the items would save staff time and increase availability of small works vendors.

Motion passed unanimously (5-0).

Mayor Nehring noted that there was a guest in the audience present to speak on item 18. He requested that this item be moved to the top of the New Business agenda to accommodate her.

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen to approve moving item to the top of New Business. **Motion** passed unanimously (5-0).

Committee Reports

Presentations

Discussion Items

Approval of Minutes

1. Approval of November 14, 2011 City Council Meeting Minutes.
2. Approval of November 28, 2011 City Council Meeting Minutes.

Consent

3. Approval of November 23, 2011 Claims in the Amount of \$445,571.76; Paid by Check Number's 73825 through 73942.
4. Approval of November 30, 2011 Claims in the Amount of \$173,529.68; Paid by Check Number's 73942 through 74064 with Check Number 73763 Voided.
5. Approval of the November 18, 2011 Payroll in the Amount of \$775,163.08; Paid by Check Number's 24907 through 24945 with Check Number 45805 Voided and Reissued with Check Number 24906.

Review Bids - None

Public Hearings

6. A Public Hearing Concerning Ordinance 2867 Regarding Medical Marijuana Dispensaries, Collective Gardens, and the Licensing and Permitting Thereof (Will be held on December 12, 2011).

City Attorney Grant Weed distributed a draft ordinance which would extend the current six-month moratorium on collective gardens and medical marijuana dispensaries for an

additional six months. He explained that the original ordinance would expire on January 12. The reason for extending this is that the law continues to be in a considerable state of flux. He discussed the status of this legislation locally and nationally. He noted that a public hearing would need to be held next Monday in order to meet the timeline.

CAO Hirashima stated that they have met with other jurisdictions to discuss approaches to this issue. They hope that with the extension they will be able to adopt local development regulations before the expiration of this additional six-month moratorium. They are also hoping the legislature will do something to clarify the current laws. Grant Weed stated that they would provide this information at the public hearing next Monday and invite citizens to comment. CAO Hirashima added that this might be a good topic to add to the joint Council/Planning Commission meeting that they will be having in January in order to give the Planning Commission some insight to the Council's feelings on this topic. Staff will be proposing that the Council delegate this to the Planning Commission to develop development regulations since it is more of a zoning issue.

Action Item

Motion made by Councilmember Rasmussen, seconded by Councilmember Vaughan, to waive normal Work Session rules and take action on item 17. **Motion** passed unanimously (5-0).

7. A Resolution of the City Council of Marysville, Washington on the Subjects of Establishing a Small Public Works Roster Process to Award Public Works Contracts and a Consulting Services Roster for Architectural, Engineering and Other Professional Services.

Councilmember Seibert asked for more information on this. Finance Director Langdon explained that there are over 70 members with MRSC who have vendors throughout the state who are listed on the MRSC's small works roster. The hope is that since we have a broader range of vendors to choose from, we can get a better price.

City Attorney Grant Weed added that state law allows cities to create their own small works rosters, but there are advertising and publication requirements.

Councilmember Soriano asked if there is a potential for considerable savings by not having to go through the full bid process. Public Works Director Nielsen replied that it will be about the same cost to us; we just don't have to maintain it internally so it frees up staff time.

Councilmember Stevens asked about the size of these projects. Director Nielsen explained that they are projects under \$300,000.

Councilmember Seibert suggested that they accept public comment since they did not have these advertised as action items.

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen, to waive normal rules and allow public comment on the items that will be voted on tonight. **Motion** passed unanimously (5-0).

Mayor Nehring solicited public comment on item number 7. There was none.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to adopt Resolution 2312. **Motion** passed unanimously (5-0).

17. Washington Public Agency Membership Contract with Municipal Research and Services Center of Washington (MRSC).

Finance Director Langdon explained that this is the actual contract with MSRC. There were no questions.

Mayor Nehring solicited public comments. There were none.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to authorize the Mayor to sign the Washington Public Agency Membership Contract. **Motion** passed unanimously (5-0).

8. A Resolution of the City of Marysville Amending Bid and Purchasing Policy and Repealing Resolution No. 2127.

Finance Director Langdon explained that this repeals a resolution they had for the bid and purchasing policy and puts it in line with the RCW's and also the small works roster. It moves the small works limits from \$200,000 to \$300,000, which is now allowed under RCW's.

Mayor Nehring solicited public comment. There was none.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to adopt Resolution 2313 subject to the corrections and revisions recommended by the City Attorney. **Motion** passed unanimously (5-0).

New Business

18. An Ordinance of the City of Marysville, Washington, Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Designing and Constructing Street Improvements as Part of the SR9/SR92 Break in Access Project; Authorizing the Issuance of Limited Tax General Obligation Bond Anticipation Notes Pending the Issuance of those Bonds; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of those Notes and Other Notes Previously Authorized by the City; and Providing for other Matters Relating Thereto.

Finance Director Langdon explained that this provides interim financing for two transportation projects (156th and SR9/SR92 Break in Access). She noted that Bond Representative Susan Musselman was present to answer questions.

Councilmember Rasmussen noted that the 156th project was not listed in the first paragraph. Finance Director Langdon commented that it is referenced in the definitions section. Councilmember Rasmussen asked if that was sufficient. City Attorney Grant Weed noted that he had also noticed this and had pointed it out to bond counsel. He thought that correction should be made before it is approved.

Councilmember Seibert referred to section 2, Recitals, and asked how the balance would be handled. Finance Director Langdon noted that they have other interim financing available. If there was anything that went over they would have the process of putting a permanent bond in place that would take care of any bridge that they need to do.

9. Interagency Agreement No. C1200158 between the Department of Ecology and City of Marysville.

Mayor Nehring commented that this is the Local Source Control Partnership Grant with the department of Ecology.

Public Works Director Nielsen reported that Kari Chenault found \$105,000 of grant money to fund salaries for personnel for this program. He commended her for her tremendous efforts.

10. Amendment Number 1 to the State of Washington Department of General Administration Intergovernmental Agreement Number 2010-WPC-219 for Office of Statement Procurement State Purchasing Cooperative.

Public Works Director Nielsen stated that this is an amendment to the existing state contract. The cost is \$3,000 for a good service that the state provides.

11. Renewal of the Facility Use Agreement with AllianceOne.

Suzanne Elsner reviewed this item. There were no comments or questions.

12. Acceptance of the Water Meter Equipment Procurement Project.

Public Works Director Nielsen reviewed this item. There were no comments or questions.

13. Facility Use Agreement with the United States Bankruptcy Court.

Suzanne Elsner reviewed this item. This provides for an extension in the contract and an increase in the facility use payment that the United States Bankruptcy Court pays the City.

14. Greater Marysville Tulalip Chamber of Commerce - Visitor and Communication Information Center Agreement.

CAO Hirashima reviewed this item. There were no comments or questions from Council.

16. United States Department of Agriculture for Wildlife Services.

Parks and Recreation Director Ballew stated that this is the renewal agreement for USDA for management of coyotes and beavers through Police, Public Works, and Parks. The rates have changed, but we are keeping the amount not to exceed \$5,000.

Legal

15. Professional Services Agreement with Strategies 360, Inc. for Consultant Services.

CAO Hirashima reviewed this item. This is the general contract with Strategies 360 for lobbying services. We have updated the work program for 2012 to include a number of state, federal, and non-legislative work. She highlighted the successes they have had with this group which include: the water bill that they got through the legislature, the redistricting effort, state shared revenue issue that is currently ongoing, and the Cedar Grove odor issue. They are proposing to keep the funding at the same level as it was last year.

Councilmember Seibert referred to item A which refers to providing invoices. He asked if the City would not have to pay if Strategies 360 did not bill any hours for that month. CAO Hirashima explained that it is a straight monthly contract amount and is not based on hours worked.

19. Professional Services Agreement between the City of Marysville and Weed, Graafstra and Benson, Inc., P.S. for Legal Services.

CAO Hirashima reviewed this item. This is our City Attorney retainer agreement for Grant Weed's office. There are no changes from last year. The City is very happy with the service they have received from him.

Mayor's Business

Mayor Nehring reviewed his nominations for open board and commission positions.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to appoint Steve Lebo to the Planning Commission. **Motion** passed unanimously (5-0).

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano, to appoint Scott Allen to the Parks Board. **Motion** passed unanimously (5-0).

Motion made by Councilmember Rasmussen, seconded by Councilmember Vaughan, to appoint James Johnson to the Library Board. **Motion** passed unanimously (5-0).

Mayor Nehring stated that the Health Board is requesting a letter of nomination for a Councilmember for representation on the health board. Councilmember Wright has indicated she is willing to serve in this capacity again.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to allow the Mayor to appoint Councilmember Wright for another year on the Health Board. **Motion** passed unanimously (5-0).

He received a letter about the City's proposal to name Ebey Estuary. The final hearing before the Washington State Committee on Geographic Names will be held May 18 in Olympia.

Suzanne Elsner is working on a couple court agreements with Lake Stevens and Arlington that will be in next week's packet.

Merrysville for the Holidays was a fantastic event. He thanked everyone involved.

Staff Business

Suzy Elsner had no comments.

Jim Ballew had no comments.

Rick Smith:

- Merrysville for the Holidays was an outstanding event. He credited Lt. Jeff Goldman and Sgt. Larry Buell who put the policing plan together.
- The NITE team is patrolling big box stores for the holidays and they have already made four arrests of people trying to get into cars and steal things.

Sandy Langdon reported that their revenue bonds were reviewed by both rated agencies S&P and Moody's and we have maintained our bond rating for another year. They hope that we continue with what we have done in the past.

Kevin Nielsen:

- He gave an update on the 156th overpass project. One lane southbound will be shut down between 7 p.m. and 5 a.m. this week. Next week two lanes will be shut down between 10 p.m. and 4 p.m. He reviewed the status of this project.
- Streets crews putting out anti-icers to prepare for the cold weather.

Grant Weed:

- The State Supreme Court schedules rules for indigent defense. They have extended the deadline for setting those rules to June 30, 2012. They are continuing to accept comment on that. Their proposed rule came out and has a threshold for 300 to 400 cases depending on the classification of crimes. If that rule becomes final it will have significant impacts on cities. He noted that this could be a non-funded, non-budgeted potential mandate.
- He stated the need for an Executive Session for ten minutes to discuss collective bargaining with no action to be taken.

Gloria Hirashima:

- The joint meeting with the Council and the Tulalip Tribes Board of Directors will be held next Monday at 5:30. The agenda was developed cooperatively with the Tribes.
- The joint planning Commission meeting will be held in early January

Call on Councilmembers

Michael Stevens discussed a conflict of interest he has with the Snohomish County Technical Advisory Committee and recommended that someone else be appointed for that committee in the new year.

Carmen Rasmussen commented on the great event they had for Merrysville for the Holidays. She noted that there were enough people that there were even garbage issues. She suggested that they might want to have garbage cans next year. The Tour of Lights at Cedarcrest was also a fun event for the family. She commended the staff and volunteers who are involved in these events.

Jeff Vaughan was disappointed that he missed Merrysville for the Holidays due to urgent business.

John Soriano enjoyed the Tour of Lights.

Jeff Seibert noted that the onramp to 4th Street was pretty slick this morning. Public Works Director Nielsen indicated he would follow up with DOT on this.

Council recessed at 8:05 for five minutes after which time they reconvened into Executive Session at 8:10 to discuss the collective bargaining agreement. It was announced that the Executive Session would last ten minutes with no action expected.

Executive Session

A. Litigation

B. Personnel – one item, per RCW 42.30.140 (4)(a) to discuss collective bargaining negotiations

C. Real Estate

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:20 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Employee Services Awards: <ul style="list-style-type: none"> • 5 years - Ryan Keefe, Maintenance Worker II, Streets; Christina Hornung, Probation Officer, Courts; Adam Veach, Custody Officer, Police; Heather Gregory, Program Specialist, Police; Andrea Hill, Program Specialist, Police • 10 years - Kristie Guy, Assistant HR Director, HR • 15 years - Larry Buell, Police Sergeant 	Recognized
Volunteer of the Month - Danyon Heacock	Recognized
Outgoing Councilmembers Recognition – Lee Phillips and John Soriano	Recognized
Approval of Minutes	
Approval of November 14, 2011 City Council Meeting Minutes.	Approved
Approval of November 28, 2011 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of November 23, 2011 Claims in the Amount of \$445,571.76; Paid by Check Number's 73825 through 73942.	Approved
Approval of November 30, 2011 Claims in the Amount of \$173,529.68; Paid by Check Number's 73942 through 74064 with Check Number 73763 Voided.	Approved
Approval of the November 18, 2011 Payroll in the Amount of \$775,163.08; Paid by Check Number's 24907 through 24945 with Check Number 45805 Voided and Reissued with Check Number 24906.	Approved
Authorize the Mayor to Sign the Interagency Agreement No. C1200158 between the Department of Ecology and City of Marysville.	Approved
Authorize the Mayor to Sign the Amendment Number 1 to the State of Washington Department of General Administration Intergovernmental Agreement Number 2010-WPC-219 for Office of Statement Procurement State Purchasing Cooperative.	Approved
Authorize the Mayor to Sign the Renewal of the Facility Use Agreement with AllianceOne.	Approved
Acceptance of the Water Meter Equipment Procurement Project.	Approved
Authorize the Mayor to Sign the Professional Services Agreement with Strategies 360, Inc. for Consultant Services.	Approved
Authorize the Mayor to Sign the Professional Services Agreement between the City of Marysville and Weed, Graafstra and Benson, Inc., P.S. for Legal Services.	Approved
Approval of the December 7, 2011 Claims in the Amount of \$101,996.72; Paid by Check Number's 74065 through 74151 with Check Number's 66196 and 71326 Voided.	Approved
Approval of the December 5, 2011 Payroll in the Amount of \$1,367,709.08; Paid by Check Number's 24946 through 24989.	Approved
Public Hearing	
A Public Hearing Concerning Ordinance 2867 Regarding Medical Marijuana Dispensaries, Collective Gardens, and the Licensing and	Held

Permitting Thereof.	
An Interim Ordinance of the City of Marysville, Washington, Adopting an Extension of a Moratorium on the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof; Defining "Medical Marijuana Dispensary"; Providing for a Public Hearing; Referring the Matter to the Planning Commission for Review; Establishing an Effective Date; Amending Ordinance 2867 and Providing that the Extended Moratorium will Expire Six (6) Months from the Date of Expiration of Ordinance 2867.	Approved Ord. No. 2882
New Business	
Authorize the Mayor to Sign the Fourth Renewal/Amendment of Intergovernmental Facilities Use Agreement between the City of Marysville and the U.S. Bankruptcy Court.	Approved
Authorize the Mayor to Sign the Greater Marysville Tulalip Chamber of Commerce - Visitor and Communication Information Center Agreement.	Approved
Authorize the Mayor to Sign the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), and Wildlife Services (WS) Agreement for Wildlife Control Activities for the Period of December 1, 2011 through November 30, 2012.	Approved
An Ordinance of the City of Marysville, Washington, Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Designing and Constructing Street Improvements as Part of the SR9/SR92 Break in Access Project; Authorizing the Issuance of Limited Tax General Obligation Bond Anticipation Notes Pending the Issuance of those Bonds; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of those Notes and Other Notes Previously Authorized by the City for the Purpose of Financing a Portion of the Costs of Constructing an Interstate 5 Overpass at 156th Street NE as Part of the Lakewood Triangle Access Project; and Providing for other Matters Relating Thereto.	Approved Ord. No. 2883
Authorize the Mayor to Sign the Fifth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Arlington Providing for Renewal of the Agreement Commencing January 1, 2012; Automatic One Year Renewal; and Revising the Notice Period for Termination.	Approved
Authorize the Mayor to Sign the Sixth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Lake Stevens Providing for Renewal of the Agreement Commencing January 1, 2012; Automatic One Year Renewal.	Approved
A Resolution Honoring John Soriano for Distinguished Service as a City of Marysville City Councilmember.	Approved Res. No. 2314
A Resolution Honoring Lee Phillips for Distinguished Service as a City of Marysville City Councilmember.	Approved Res. No. 2315
Legal	

Mayor's Business	
Staff Business	
Authorize the mayor to execute the amended easement as discussed by the City Attorney.	Approved
Call on Councilmembers	
Adjournment	9:29 p.m.
Executive Session	9:31 p.m.
Litigation – one item per RCW 42.30.110 (1)(i)	
Personnel – two items per RCW 42.30.140 (4)(a)	
Real Estate	
Adjournment	10:00 p.m.



Regular Meeting
December 12, 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 New Hope Community Church.

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, Police Chief Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Court Administrator Suzanne Elsner, Chief Information Officer Doug Buell, Recording Secretary Laurie Hugdahl.

Committee Reports

None.

Presentations

A. Employee Services Awards

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

- 5 years - Ryan Keefe, Maintenance Worker II, Streets; Christina Hornung, Probation Officer, Courts; Adam Veach, Custody Officer, Police; Heather Gregory, Program Specialist, Police; Andrea Hill, Program Specialist, Police

- 10 years - Kristie Guy, Assistant HR Director, HR
- 15 years - Larry Buell, Police Sergeant

B. Volunteer of the Month - Danyon Heacock

Mayor Nehring recognized 14-year-old Danyon Heacock for his Eagle Scout project last September. With the help of many volunteers he built a bridge for a new park that is being constructed at the old Doleshel tree farm on 67th Avenue. His project involved taking out an old bridge across Allen Creek and replacing it with a new one that spans a total of 25 feet. It features hand rails, pressure treated wood, and a very sturdy deck. He managed 44 volunteers who contributed 225 volunteer hours. He got \$3,000 worth donations for the bridge by making many phone calls and knocking on doors of local businesses. Marysville Parks and Recreation crews were a huge help as well. He accomplished his goal of building a bridge that many people will be able to enjoy for many years to come. Mayor Nehring congratulated him on his success and wished him many more successes in the years to come.

C. Outgoing Councilmembers Recognition

Mayor Nehring recognized Councilmembers Lee Phillips and John Soriano for their service to the Council. Councilmembers and staff thanked the Councilmembers for their service, their experience, their friendship, and their support. Everyone wished them well in the future. Councilmember Phillips and Soriano reviewed their experiences on the Council and thanked the community for the opportunity to serve.

Council recessed from 8:10 to 8:22 p.m.

Audience Participation

None.

Approval of Minutes

1. Approval of November 14, 2011 City Council Meeting Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Rasmussen, to approve the November 14, 2011 City Council Meeting Minutes.
Motion passed unanimously (7-0).

2. Approval of November 28, 2011 City Council Meeting Minutes.

Motion made by Councilmember Vaughan, seconded by Councilmember Phillips, to approve the November 28, 2011 City Council Meeting Minutes.
Motion passed unanimously (7-0).

Consent

3. Approval of November 23, 2011 Claims in the Amount of \$445,571.76; Paid by Check Number's 73825 through 73942.
4. Approval of November 30, 2011 Claims in the Amount of \$173,529.68; Paid by Check Number's 73942 through 74064 with Check Number 73763 Voided.
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9. Authorize the Mayor to Sign the Interagency Agreement No. C1200158 between the Department of Ecology and City of Marysville.
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11. Authorize the Mayor to Sign the Renewal of the Facility Use Agreement with AllianceOne.
12. Acceptance of the Water Meter Equipment Procurement Project.
15. Authorize the Mayor to Sign the Professional Services Agreement with Strategies 360, Inc. for Consultant Services.
19. Authorize the Mayor to Sign the Professional Services Agreement between the City of Marysville and Weed, Graafstra and Benson, Inc., P.S. for Legal Services.
22. Approval of the December 7, 2011 Claims in the Amount of \$101,996.72; Paid by Check Number's 74065 through 74151 with Check Number's 66196 and 71326 Voided.
23. Approval of the December 5, 2011 Payroll in the Amount of \$1,367,709.08; Paid by Check Number's 24946 through 24989.

Motion made by Councilmember Soriano, seconded by Councilmember Stevens, to approve Consent Agenda items 3, 4, 5, 9, 10, 11, 12, 15, 19, 22, and 23. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

6. A Public Hearing Concerning Ordinance 2867 Regarding Medical Marijuana Dispensaries, Collective Gardens, and the Licensing and Permitting Thereof.

City Attorney Grant Weed reviewed the topic of the hearing. The proposed ordinance would extend the current moratorium on marijuana dispensaries and collective gardens. He gave some background on this matter and explained that there are several legal aspects that are yet to be resolved. Staff has recommended support of the Ordinance which extends the moratorium for six more months while they develop potential regulations to bring back to City Council.

CAO Hirashima stated that they have had initial meetings with Arlington and Lake Stevens planning and police staff. They are also looking at zoning regulations as a way to regulate collective gardens. She pointed to the work plan timeline which lays out a proposed timeline of actions.

Mayor Nehring opened the public hearing at 8:33 p.m.

Public Comment:

Laura Healy, 8014 Maple Lane, Lake Stevens, WA 98258, runs Green Hope Patient Network in Shoreline. King County is doing a lot of things to try to regulate instead of eliminate. She is on several committees related to this such as: Washington America for Safe Access (ASA) committee, King County Safety and Ethical Committee, and Washington Alternative Medicine Medical Alliance. She is working with others to put together rules and regulations to police collective gardens, the grow operations, and the authorization process. She acknowledged that this is a very difficult situation for everyone. She said she understood the City's hesitation for legal reasons, but noted that if other cities in Washington State can adopt regulations she thinks Marysville can too. She spoke in support of adopting regulations to allow patients to come and have safe access. She urged the Council to adopt regulations to allow them to serve the community.

Councilmember Stevens asked Ms. Healy about the reason for the self-imposed 1000-foot distance from daycares. Ms. Healy explained that they understand they are a taboo subject so this is a respect issue so that parents do not have to be confronted with having to address this information with their children before they are ready. They also have signage regulations for the same reason.

Councilmember Rasmussen thanked Ms. Healy for coming again. She asked Ms. Healy for copies of the information about zoning and regulations that she had referred to as a starting point for Marysville's discussions. Ms. Healy indicated that she could provide that.

Joanna Kasner, 6515 69th Street NE, Marysville, WA, stated that marijuana has been valued as a therapeutic herb for centuries. She reviewed some of the historical uses of it and how it has helped her dealing with severe pain resulting from an assault. She discussed how she has gotten her life back as a result of using medical marijuana with very minimal side effects. She stated that ALC (Aftercare – A Learning Center) would like to start a clinic in Marysville which would benefit the City in many ways. She stressed that they would follow the laws related to this.

Councilmember Stevens asked what agency issues a medical cannabis card. Ms. Kasner explained that doctors can issue them.

Lonnie M. Smith, 6515 69th Street NE, Marysville, WA, stated that she is disabled with multiple diseases. She is a medical marijuana patient and has no side effects from the herb. She asked them to allow this dispensary to open and others to stay open so she and others can have safe access to this herb.

Seeing no further public comments, the public hearing was closed at 8:47 p.m.

24. An Interim Ordinance of the City of Marysville, Washington, Adopting an Extension of a Moratorium on the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof; Defining "Medical Marijuana Dispensary"; Providing for a Public Hearing; Referring the Matter to the Planning Commission for Review; Establishing an Effective Date; Amending Ordinance 2867 and Providing that the Extended Moratorium will Expire Six (6) Months from the Date of Expiration of Ordinance 2867.

Councilmember Phillips asked about the need for the extension. CAO Hirashima reviewed this.

Councilmember Rasmussen asked if it would be possible to acquire copies of other jurisdictions' regulations. CAO Hirashima affirmed that they could; she indicated that they have pulled several of them already. Councilmember Rasmussen also asked for some of the self-regulation information. CAO Hirashima asked Ms. Healy to forward that information to the Council.

Councilmember Stevens commented on the legal ramifications of not passing this ordinance due to unresolved legal issues. City Attorney Grant Weed agreed that there is a discrepancy between federal and state law. He reviewed some of the details of the laws.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Ordinance No. 2882, An Interim Ordinance of the City of Marysville, Washington, Adopting an Extension of a Moratorium on the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof; Defining "Medical Marijuana Dispensary";

Providing for a Public Hearing; Referring the Matter to the Planning Commission for Review; Establishing an Effective Date; Amending Ordinance 2867 and Providing that the Extended Moratorium will Expire Six (6) Months from the Date of Expiration of Ordinance 2867. **Motion** passed unanimously (7-0).

New Business

13. Authorize the Mayor to Sign the Fourth Renewal/Amendment of Intergovernmental Facilities Use Agreement between the City of Marysville and the U.S. Bankruptcy Court.

Suzanne Elsner reviewed this item. This amendment is to extend the facility use agreement and to ask an increase in the fee because their hearings have been extended.

Councilmember Rasmussen noted that the agenda bill says it is \$3,000 a session. Ms. Elsner noted that this should be \$300.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to sign the Fourth Renewal/Amendment of Intergovernmental Facilities Use Agreement between the City of Marysville and the U.S. Bankruptcy Court. **Motion** passed unanimously (7-0).

14. Authorize the Mayor to Sign the Greater Marysville Tulalip Chamber of Commerce - Visitor and Communication Information Center Agreement.

Finance Director Sandy Langdon stated that this is a renewal that has been in place for seven years. There are no changes from previous years.

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

16. Authorize the Mayor to Sign the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), and Wildlife Services (WS) Agreement for Wildlife Control Activities for the Period of December 1, 2011 through November 30, 2012.

Director Ballew noted that they would correct the ending date on the agreement from November 31 to November 30 before next week.

Motion made by Councilmember Stevens, seconded by Councilmember Wright, to Authorize the Mayor to Sign the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), and Wildlife Services (WS) Agreement for Wildlife Control Activities for the Period of

December 1, 2011 through November 30, 2012. **Motion** passed unanimously (7-0).

18. An Ordinance of the City of Marysville, Washington, Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Designing and Constructing Street Improvements as Part of the SR9/SR92 Break in Access Project; Authorizing the Issuance of Limited Tax General Obligation Bond Anticipation Notes Pending the Issuance of those Bonds; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of those Notes and Other Notes Previously Authorized by the City for the Purpose of Financing a Portion of the Costs of Constructing an Interstate 5 Overpass at 156th Street NE as Part of the Lakewood Triangle Access Project; and Providing for other Matters Relating Thereto.

Finance Director Langdon noted that the adjustments requested by Council last week were made.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve Ordinance No. 2883, An Ordinance of the City of Marysville, Washington, Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Designing and Constructing Street Improvements as Part of the SR9/SR92 Break in Access Project; Authorizing the Issuance of Limited Tax General Obligation Bond Anticipation Notes Pending the Issuance of those Bonds; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of those Notes and Other Notes Previously Authorized by the City for the Purpose of Financing a Portion of the Costs of Constructing an Interstate 5 Overpass at 156th Street NE as Part of the Lakewood Triangle Access Project; and Providing for other Matters Relating Thereto. **Motion** passed unanimously (7-0).

20. Authorize the Mayor to Sign the Fifth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Arlington Providing for Renewal of the Agreement Commencing January 1, 2012; Automatic One Year Renewal; and Revising the Notice Period for Termination.

Suzanne Elsner reviewed item 20 and item 21. These are both renewals for Agreements for court services for Arlington and Lake Stevens.

Councilmember Seibert referred to item 20, paragraph 1, *Duration*, the last sentence does not list a fee. Suzanne Elsner noted that the fees were amended last year and were included in the previous amendment. Each year it will increase based on the June CPI. Councilmember Seibert thought this should be included. Councilmember Rasmussen thought that it would make sense when this amended paragraph is included in the previous agreement. City Attorney

Grant Weed commented that it has an automatic index to it so the cost is pre-adjusted. Ms. Elsner concurred with this.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to authorize the Mayor to Sign the Fifth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Arlington Providing for Renewal of the Agreement Commencing January 1, 2012; Automatic One Year Renewal; and Revising the Notice Period for Termination. **Motion** passed unanimously (7-0).

21. Authorize the Mayor to Sign the Sixth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Lake Stevens Providing for Renewal of the Agreement Commencing January 1, 2012; Automatic One Year Renewal.

Motion made by Councilmember Soriano, seconded by Councilmember Phillips, to authorize the Mayor to sign the Sixth Amendment to Interlocal Agreement for Municipal Court Services between the City of Marysville and the City of Lake Stevens Providing for Renewal of the Agreement Commencing January 1, 2012; Automatic One Year Renewal. **Motion** passed unanimously (7-0).

25. A Resolution Honoring John Soriano for Distinguished Service as a City of Marysville City Councilmember.

Motion made by Councilmember Seibert, seconded by Councilmember Phillips, to approve Resolution No. 2314, A Resolution Honoring John Soriano for Distinguished Service as a City of Marysville City Councilmember. **Motion** passed unanimously (7-0).

26. A Resolution Honoring Lee Phillips for Distinguished Service as a City of Marysville City Councilmember.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve Resolution No. 2315, A Resolution Honoring Lee Phillips for Distinguished Service as a City of Marysville City Councilmember. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

Mayor Nehring had the following comments:

- He went to the Mayor's Exchange last week in Olympia. The main topic of lobbying was on the annexation sales tax. He thought the message was coming across loud and clear on this issue.

- They emailed out a list of current committee assignments. He asked council members to respond back to Lynn with any revisions regarding accuracy. Council can take action on this in January if they desire.
- The SERS board met last week and adopted the Future Funding Analysis.
- He wished everyone Merry Christmas, Happy Holidays, and Happy New Year.
- He thanked Jim Ballew and his staff for making the lighting at the golf course a huge success.

Staff Business

Jim Ballew:

- The lights at the golf course have been a huge success. Over 1,000 people attended over the past two weekends.
- He thanked Parks staff, Public Works staff, Tom King, and others who have put in significant time decorating the community for the holidays.
- He thanked Lee Phillips and John Soriano and wished them well.

Chief Smith:

- He thanked Lee Phillips and John Soriano for their service and their support to the citizens of Marysville.
- He encouraged everyone to drive safely in the ice and fog.
- It was nice to see former Police Chief Bob Carden here tonight. He is teaching classes at Columbia College in Marysville.
- He wished everyone Merry Christmas and Happy New Year.

Kevin Nielsen:

- We are putting down anti-icing material to counteract the colder temperatures. He asked people to report slick spots.
- Snow is expected Wednesday and Thursday.
- The Food and Toy Drive was amazing this year thanks to the competitiveness and generosity of the staff members in the City.
- He wished Lee Phillips and John Soriano well and thanked them for their service.

Kristie Guy wished everyone Happy Holidays.

Suzanne Elsner:

- She thanked Public Works for de-icing the courthouse parking lot before everyone arrives for court. She also thanked custody staff for the fabulous job they have done over at the courthouse.
- After the first of the year Judge Gillings and Judge Towers would like to come in and give a State of the Court address to the City.
- Tomorrow they will host the Stillaguamish Valley School to practice for the YMCA mock trial.
- Courts will be hosting Marysville University on January 18.

- She thanked Lee Phillips and John Soriano for the service they have given to the City, on behalf of Judge Gillings and Judge Towers.
- She wished everyone Merry Christmas, Happy Hanukkah, Happy Holidays, and Happy New Year.
- She invited everyone to participate in the ugly sweater contest next Tuesday, December 20.

Grant Weed:

- He referred back to Councilmember Seibert's question regarding the fees on the Agreement on item 20. He stated that they looked at a section 3 of the previous amendment to this Agreement and verified that it has a CPI index automatic adjustment provision so it works with the language that was just approved.
- He noted that it might be better to prepare a new agreement next time so all the amendments are in one new, clean agreement.
- He stated the need for an executive session to discuss collective bargaining and potential litigation with no action expected and expected to last 15 minutes.
- He explained the need to modify an easement that previously was dedicated to just stormwater, but the City now needs it to include utilities. Director Nielsen further discussed this item. City Attorney noted that the property owners, Mr. and Mrs. Wang, have agreed to the \$4,000 and have signed an amendment. He stated that they were asking Council to authorize the Mayor to execute the amended easement.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to authorize the mayor to execute the amended easement for that purpose. **Motion** passed unanimously (7-0).

Grant Weed wished everyone Happy Holidays.

Sandy Langdon:

- There is no agenda for the Finance Committee in December. Chair Seibert cancelled the meeting.
- They received a clean audit for reporting in 2010. They also received an award for Government Finance Officers' Association for another year. She commended Denise Gritton and her staff for putting that together.
- She wished everyone Happy Holidays.
- She stated that they would miss Lee Phillips and John Soriano.

Gloria Hirashima:

- The City Holiday Party will be held tomorrow at 11:30 at the Baxter Community Center.
- She wished Lee Phillips and John Soriano well.
- She wished everyone Happy Holidays and Merry Christmas.

Call on Councilmembers

Carmen Rasmussen said goodbye to Lee Phillips and John Soriano and wished them well.

Lee Phillips thanked everyone for the kind words. He will miss Monday nights and participating in the City Council.

John Soriano said it has been a pleasure working together with the other Council members and staff.

Michael Stevens is glad to hear Marysville U is back on the calendar. He thanked Lee Phillips and John Soriano for their service.

Jeff Vaughan stated that he would miss Lee Phillips and John Soriano. He wished everyone Happy Holidays.

Donna Wright stated that she would miss Lee Phillips and John Soriano. She wished everyone Merry Christmas and Happy New Year.

Jeff Seibert:

- He stated that it has been a long year with budget constraints, but things seem to be looking better for the City.
- He thanked Lee Phillips and John Soriano for their service and stated that he would miss them.
- He wished everyone Happy Holidays.

The meeting was adjourned at 9:29 and reconvened into Executive Session at 9:31 p.m. for 15 minutes to discuss two collective bargaining item and one potential litigation item with no action expected.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to extend Executive Session to 10:00 p.m. Motion passed unanimously (7-0).

Executive Session

- A. Litigation – one item per RCW 42.30.110 (1)(i)
- B. Personnel – two items per RCW 42.30.140 (4)(a)
- C. Real Estate

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 10:00 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk



Joint Marysville City Council / Tulalip Tribes Meeting

December 12, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 5:32 p.m. and led those present in the Pledge of Allegiance.

- Mayor:** Jon Nehring
- Council:** Lee Phillips, Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, and Jeff Vaughan
- Absent:** Donna Wright
- Other:** Incoming Marysville Councilmember Rob Toyer; City Attorney Grant Weed; Public Works Director Kevin Nielsen, Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon
- Tulalip Tribes:** Mel Sheldon, Chairman of the Tulalip Tribes; Glen Gobin, Vice Chairman of Tulalip Tribes; Martin Napeahi, Deputy General Manager at Quil Ceda Village; and Steven Gobin, General Manager at Quil Ceda Village

The attendees recessed for dinner from 5:35 until 5:44 p.m.

I. Greetings and Introductions

Mayor Nehring welcomed everyone to the meeting and thanked them for coming. He expressed appreciation for the positive relationship the City has with the Tribes. After introductions, Mayor Nehring presented Chair Sheldon with a Marysville flag as a symbol of good will.

II. Resolution on Boeing and Industrial Support as Follow up to Economic Summit - Action Item

Mayor Nehring discussed the importance of this matter to keep the momentum going from the economic summit. He noted that the City of Arlington and the Tribes had already passed this Resolution.

CAO Hirashima thanked the planning commissions of Arlington and Marysville for coming up with the idea for this resolution.

Tulalip Tribes Chair Sheldon also thanked the City of Arlington for their participation in this.

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to adopt Joint Resolution No. 2011-001. **Motion** passed unanimously (6-0).

III. Memorandum of Understanding Regarding Annual Roadway Striping of Bridge Decks - Action Item

Marysville Public Works Director Kevin Nielsen reviewed this item and explained that they have been doing this already, but this just formalizes the details.

Steven Gobin thanked Marysville for their commitment to getting this done. He commented that these two overpasses are critical to economic development for both the tribes and Marysville.

Tulalip Tribes Chair Sheldon thanked the staff for coming together in a collaborative fashion to work on this.

Tulalip Tribes Vice Chair Glen Gobin concurred and spoke to the importance of memorializing this.

Mayor Nehring stated that the Tribes already took action on this this morning.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to authorize the Mayor to sign the Memorandum of Understanding Regarding Annual Roadway Striping of Bridge Decks. **Motion** passed unanimously (6-0).

IV. Memorandum of Understanding on 116th Street Pedestrian Bridge Maintenance - Action Item

Marysville Parks and Recreation Director Jim Ballew reviewed this item. He discussed the challenge of keeping graffiti off the bridge. This Memorandum of Understanding would create a barrier at both ends that hopefully will be impassable with costs to be shared by the Tribes and Marysville. Martin Napeahi added that they have been working in conjunction with WSDOT to coordinate this

work. Once the weather starts clearing up they intend to clean it up and install the barrier.

Quil Ceda Village Manager Steve Gobin added that this is just the tip of the iceberg for a larger cooperative effort between the City and the Tribes to impede the expansion of any gang activity. Removing the markers sends a positive message from the leadership. He thanked the city for making this a priority.

Mayor Nehring also expressed appreciation for the partnership. He commended Councilmember Vaughan for his work on this matter.

Tulalip Tribes Vice Chair Gobin commented on the danger that this presents to those who do the tagging as well as the fact that it advertises for gangs. He concurred that cleaning this up sends an important message.

Councilmember Vaughan stated that the Tribes and the City have both done a lot to address this problem in other ways. He reviewed some of those actions taken by them.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to authorize the Mayor to sign the Memorandum of Understanding on 116th Street Pedestrian Bridge Maintenance. Motion passed unanimously (6-0).

Councilmember Seibert said he looks forward to a time when economic conditions are such that development of the bridge would result in enough foot traffic that people wouldn't be trying to get on it to paint it and the wire could perhaps be taken down. Tulalip Tribes Chair Sheldon and Vice Chair Gobin stated that they shared that vision.

V. Transportation Partnerships Discussions

Mayor Nehring discussed need for a SPUI (Single Point Urban Interchange) at 116th Street. He noted that this particular area backs up onto the freeway and is a safety issue on the freeway. The City has applied for the TIGER (Transportation Investment Generating Economic Recovery) grant as well as others. We all need to keep trying to attract the money that is out there. This project is important to both Marysville and the Tribes.

Chairman Sheldon thanked Marysville staff for their brainstorming about grant money. He also acknowledged Debbie Brady who has been instrumental on a number of projects. He concurred with Mayor Nehring that getting funding for this project would be to the betterment of both of the communities. He suggested perhaps formalizing a joint transportation group to see if that gives them a little more clout.

Vice Chair Gobin thanked the City for stepping forward and putting together the application for the TIGER grant. He appreciated the creative thinking of breaking

this project up into smaller sections while still keeping it moving forward. He spoke in support of working together, but also reaching out to other benefactors of the interchange from “ridge to ridge”. Obvious benefactors are Marysville and Tulalip, but all of the north county will benefit.

Debbie Brady discussed the importance of constantly championing the transportation needs for areas such as 4th, 88th, and 116th. 116th is a very important immediate need, but there are many other needs that also need to be kept in the forefront of the discussion.

Councilmember Seibert commented that this is a benefit to north Snohomish County and Skagit County residents as well as residents from “ridge to ridge” because everybody who commutes from the north to the south is slowed down by the congestion.

Mayor Nehring emphasized that there is a substantial amount of tax revenue that is going to the county and the state from this area that is not coming back. Some of that money needs to come back to the region and could take care of a big chunk of the money needed for this particular project.

Councilmember Seibert asked if there was a plan to formalize a transportation cooperation group. Mayor Nehring spoke in support of Chairman Sheldon’s idea of formalizing a joint task force or committee which could look at some of those ideas. Right now they are just going after any grant money that is available. Collectively over the past four or five months they have applied for three grants. CAO Hirashima stated that there has been some discussion of other ideas that could be possibilities.

Ms. Brady stated that it is important to note that it is not just for motorized vehicles, but for non-motorized vehicles. The intent is to unify these all together in a unified system.

Director Nielsen also commended Arlington’s participation in these discussions.

VI. Coal Train Discussion - Impacts to Marysville and Tulalip Tribes

Mayor Nehring introduced this topic. There is a proposal to put a coal export facility up near Ferndale at Cherry Point. It would bring 8 to 16 very lengthy trains through Marysville every day. While he was in support of creating jobs 60 miles to the north, those jobs will not benefit either community. Both Marysville and Tulalip will be left with the impacts of severe traffic situations throughout the day as well as many other impacts to residents. The City’s position is that an alternate site in Longview could be used and would have significantly less impact to many cities. If this is not a possibility he believes there should be some significant mitigation dollars to communities like ours that are negatively impacted to help us with some solutions to get around the tracks. He stated that they have gotten heavily involved with the Governor’s office. We have succeeded

in delaying the process to the point where it will have a thorough review process and we will be heard much more than we were going to be in the original process. He commented on the importance of being heard.

Chair Sheldon also stated that they support anything that creates jobs, but it appears that this will negatively impact the area. He referred to the tremendous amount of work they are putting into their communities and stressed that this needs a thorough analysis of all of the impacts of these trains in many different communities. He expressed concern about the potential impacts of this.

Councilmember Rasmussen did not think the environmental issues of coal dust had been thoroughly vetted.

Vice Chair Gobin commented that they anticipate the traffic impact will be two to three times the impact of the current trains. He discussed the enormous impact the trains already have. He suggested that they need to be very vocal on those impacts. He spoke in support of economic growth, but commented that this might actually be a deterrent because of the enormous traffic impacts.

Director Nielsen commented on the potential impacts of the coal trains. This also brings a safety concern with WSDOT because it affects the I-5 corridor in a large way.

Councilmember Stevens asked if Troy McClelland and communities to the south of here have weighed in on this. He noted that many communities on the I-5 corridor would have significant impacts. Ferry traffic would also be impacted with these mile-long trains. He noted that Troy McClelland is a big proponent of working together. He thought it would be worth contacting those leaders.

Councilmember Rasmussen commented that interruption of ferry traffic would be another WSDOT issue.

VII. Cedar Grove Continuing Discussion - Impacts to Marysville and Tulalip Tribes

Mayor Nehring stated that they generally appreciate the cooperation with the Tulalip Tribes on this quality of life issue. Marysville is very concerned about this issue. He looks forward to continuing to work on this in 2012 and hopefully find a solution where the business can stay open and do what they do well.

Chair Sheldon reiterated that they also hope the business can find a way to make it work in a responsible manner.

Grant Weed stated that the Puget Sound Clean Air Agency has declared the application of Cedar Grove to be complete so the application for permits will begin moving forward through the City of Everett and other agencies that have to grant permits. The City is preparing to comment on this matter.

Steve Gobin added that the review process will be primarily based on the scientific reports. He wondered where the quality of life issues fit into this. Grant Weed stated that there will be multiple public hearings and a citizens group in and around Marysville has become fairly well organized. He agreed that there is a fair amount of science involved in this, but it would behoove them to understand how real people have been impacted by the operation. He expressed the importance of those people speaking up about their concerns.

CAO Hirashima commented that the current project that we are already having problems with was approved and permitted in 2003. We've raised issues for three years about the existing problems and impacts and there doesn't seem to be anything that can be done. That is part of the concern by the City. Once approved, the agencies say that there is nothing they can do about it. The best avenue seems to be by inputting on a yet-to-be approved expansion and modification.

Vice Chair Gobin concurred with her comments and agreed that it is highly frustrating. He discussed issues with the costs associated with the required scientific testing. In order to protect ourselves with scientific data we have to spend money to validate what we are already sensing. There are a lot of concerns about the process as it goes forward. He spoke in support of business, but stated that it needs to be done in a responsible manner. He commented that the proposal is to expand it to six times what it is today even though there are serious issues with the odor now.

Chair Sheldon discussed issues related to the integrity of the information on this case. He spoke of the importance of sticking together on this matter. He stated that Tulalip is willing to take the lead on this issue in order to help further our common cause.

VIII. Comments by Marysville City Council or Tulalip Tribes Board of Directors

Councilmember Stevens commented on the importance of working together to support the positive growth of the corridor.

Councilmember Jeff Vaughan stated that he appreciates the opportunity to get together. He appreciates the work they have been able to do together and he looks forward to more of this in the future.

Carmen Rasmussen stated that she appreciates the partnership and friendship with the Tribes. Our work is so much more effective when we have each other's needs at heart.

Lee Phillips thanked everyone for coming together. He is glad to have this opportunity to meet together. He hopes they will continue to meet together and work together.

John Soriano commented on the philosophy of “ridge to ridge”. He expressed appreciation for the opportunity to get together. He will miss working with them.

Jeff Seibert thanked the Tribes for coming and for what they do on behalf of the City.

Vice Chair Gobin thanked the City for hosting the meeting and bringing both sides together to discuss issues that we all share in common. He commented on the bumpy road that has happened in the relationship with the Tribes and Marysville. He was grateful for the improved relationship and the positive working relationship that they now have. He thanked the two outgoing councilmembers, especially John Soriano, for a good relationship, their time, and their commitment.

Chair Sheldon thanked everyone for the opportunity to be together. He also thanked John Soriano and Lee Phillips for their service to Marysville. He expressed appreciation for the opportunity to work together on so many issues. He commended the leadership in Marysville and the opportunity to work together on common goals. He encouraged them to communicate any issues that might come up and not to see I-5 as a barrier.

Mayor Nehring concurred that doing this more often would be a real benefit. He commented that the work that was continued here would continue through the Governmental Affairs Committee on a quarterly basis. He suggested that they should look at putting 116th on the agenda for the next governmental affairs meeting. He then recognized the members of the Diversity Advisory Commission who were present in the meeting - Kindy Vonhoss, Lynda Robinson, Terri Morse, and Mark Austin. He stated that he appreciates the opportunity to meet together and he also appreciates their friendship. He particularly enjoyed the Marysville-Tulalip Relay for Life last June. He acknowledged Dennis Kendall's efforts in blazing the trail for improved relationships with the Tribes.

IX. Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 6:45 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: January 9, 2012

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 **December 14, 2011** claims in the amount of **\$2,400,147.40** paid by **Check No.'s 74152 through 74290**.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-12

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 **\$2,400,147.40 PAID BY CHECK NO.'S 74152 THROUGH 74290** 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 **9TH DAY OF JANUARY 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 12/8/2011 TO 12/14/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74152	POSTAL SERVICE	MAILING COSTS-WINTER ACTIVITIE	EXECUTIVE ADMIN	4,193.21
74153	ADVANTAGE BUILDING S	JANITORIAL SERIVCES	WATER FILTRATION PLANT	40.52
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	72.86
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	433.54
	ADVANTAGE BUILDING S		COMMUNITY CENTER	467.59
	ADVANTAGE BUILDING S		ADMIN FACILITIES	578.80
	ADVANTAGE BUILDING S		PUBLIC SAFETY FAC-GENL	650.57
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	666.14
	ADVANTAGE BUILDING S		COURT FACILITIES	1,020.62
	ADVANTAGE BUILDING S		UTIL ADMIN	1,108.91
74154	AGRICULTURE, DEPT OF	RENEWAL - GEIST	UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF	RENEWAL - MILLER,COREY	UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF	RENEWAL - POTTER	SOLID WASTE OPERATIONS	33.00
	AGRICULTURE, DEPT OF	RENEWAL - STRAWN	TRAINING	33.00
74155	ALBERTSONS	REFRESHMENT REIMBURSEMENT	GENERAL SERVICES - OVERH	35.90
74156	ALBERTSONS	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	173.56
74157	ALL BATTERY SALES &	BRAKE CLEANER	ER&R	35.84
74158	ALLEN, KARI	REFUND	PARKS-RECREATION	70.00
74159	AMERICAN CLEANERS	DRY CLEANING EXPENSE	POLICE PATROL	14.61
	AMERICAN CLEANERS		OFFICE OPERATIONS	43.42
	AMERICAN CLEANERS		DETENTION & CORRECTION	67.30
	AMERICAN CLEANERS		POLICE ADMINISTRATION	124.45
	AMERICAN CLEANERS		POLICE INVESTIGATION	152.11
74160	AMSAN SEATTLE	DISPENSER REPLACEMENT	LIBRARY-GENL	414.47
74161	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.77
74162	ATKINSON CONSTRUCTIO	PAY ESTIMATE #4	ROADS/STREETS CONSTRUCTIO	73,599.31
74163	AUDIO ACOUSTICS INC	PS INTERCOM PHONE SYSTEM	GENERAL FUND	-26.10
	AUDIO ACOUSTICS INC		PUBLIC SAFETY FAC-GENL	329.57
74164	BAINER, DAVID	REFUND	GENL FUND BUS LIC & PERMI	50.00
74165	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	COMPUTER SERVICES	103.79
74166	BARNETT IMPLEMENT	STIHL TS 420 CUT OFF	WATER DIST MAINS	410.62
	BARNETT IMPLEMENT		HYDRANTS INSTALLATION	410.62
74167	BELMARK PROPERTY MNG	GEDDES MARINA MGMT-NOV. 2011	STORM DRAINAGE	1,695.48
74168	BICKFORD FORD	AIR CONTROL VALVE	EQUIPMENT RENTAL	79.12
	BICKFORD FORD	FRONT BRAKE PAD SETS	ER&R	130.28
	BICKFORD FORD	FUEL PUMP MODULE	EQUIPMENT RENTAL	358.64
74169	BLACK ROCK CABLE INC	I-NET TELEMETRY EXTENSION	CENTRAL SERVICES	493.50
74170	BOONLERT & YEAGER	REFUND	GENL FUND BUS LIC & PERMI	50.00
74171	BOYD, JUDY		PARKS-RECREATION	5.63
	BOYD, JUDY		PARKS-RECREATION	23.37
74172	BRK MANAGEMENT SRVCS	EHM - OCTOBER 2011	DETENTION & CORRECTION	2,806.85
74173	BUSINESS 21 PUBLISHI	WEBINARS (2)	PERSONNEL ADMINISTRATIO	217.00
	BUSINESS 21 PUBLISHI		EXECUTIVE ADMIN	222.00
74174	CAPTAIN DIZZYS EXXON	CAR WASHES	ANIMAL CONTROL	18.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	117.00
74175	CARRS ACE	FURNITURE POLISH	ROADWAY MAINTENANCE	2.49
	CARRS ACE	3/8 PLUG	WATER SUPPLY MAINS	3.79
	CARRS ACE	TEST PLUG	SEWER MAIN COLLECTION	4.12
	CARRS ACE	TEST PLUG STOPPER	SEWER MAIN COLLECTION	4.88
	CARRS ACE	1 HASP	ROADWAY MAINTENANCE	5.42
	CARRS ACE	GAS CAN	PUBLIC SAFETY FAC-GENL	10.31
	CARRS ACE	LIGHT BULBS, LAMP CLAMPS	SEWER LIFT STATION	31.45
	CARRS ACE	MISC. ITEMS	SEWER LIFT STATION	35.79
	CARRS ACE	FOAM INSULATION	WASTE WATER TREATMENT	45.01
	CARRS ACE	CONNECTORS, OUTLETS, PLUG, ETC	PRO-SHOP	109.81

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/8/2011 TO 12/14/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74176	CELANO, JENNIFER	REFUND	PARKS-RECREATION	60.00
74177	CEMEX	CLASS B ASPHALT	STORM DRAINAGE MAINTEN/	349.49
	CEMEX	CLASS B MOD ASPHALT	STORM DRAINAGE MAINTEN/	350.17
	CEMEX		ROADWAY MAINTENANCE	974.95
74178	CHRISTMAS DONE BRIGH	HOLIDAY LIGHT DISPLAYS	PRO-SHOP	4,125.00
74179	CHUCKANUT GOLF CARS	GOLF CAR RENTAL-TOURNAMENT	PRO-SHOP	380.00
74180	CNA SURETY	NOTARY REPUBLIC-MIRANDA	UTIL ADMIN	50.00
	CNA SURETY		UTIL ADMIN	60.00
74181	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
74182	COMMERCIAL FIRE	ANNUAL SERVICE TAG	ER&R	121.00
74183	CONCUT, INC	PREMIUM SEGMENTED 16"X125"	STORM DRAINAGE MAINTEN/	307.45
74184	COOP SUPPLY	PROPANE	PARK & RECREATION FAC	3.57
	COOP SUPPLY	WHITE PAINT, RUSTOLEUM PRIMER	SNOW & ICE CONTROL	37.94
74185	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,252.92
74186	CORRECTIONS, DEPT OF	WORK CREW - OCT. 2011	PARK & RECREATION FAC	1,156.49
74187	CRANE AMERICA SERVIC	WWTP CRANE INSPECTIONS	WASTE WATER TREATMENT	2,664.62
74188	CREIGHTON ENGINEERIN	FIRE SAFETY PLAN REVIEW-PARR L	COMMUNITY DEVELOPMENT-	350.00
74189	DAY WIRELESS SYSTEMS	PINPOINT X MODEM INSTALL	TRIBAL GAMING-GENL	267.55
	DAY WIRELESS SYSTEMS		TRIBAL GAMING-GENL	267.55
	DAY WIRELESS SYSTEMS	VRM REPAIR	TRIBAL GAMING-GENL	376.75
	DAY WIRELESS SYSTEMS	PINPOINT X MODEM INSTALL	TRIBAL GAMING-GENL	518.71
74190	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-8016	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-8126	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-8139	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-8199	POLICE PATROL	43.44
74191	DIDAROV, VITALIY	REFUND	GENL FUND BUS LIC & PERMI	50.00
74192	E&E LUMBER	CREDIT	PRO-SHOP	-191.01
	E&E LUMBER		PARK & RECREATION FAC	-191.00
	E&E LUMBER	100W FLOOD BULB	PARK & RECREATION FAC	6.05
	E&E LUMBER	SIGNAL MATERIAL	TRANSPORTATION MANAGEM	11.39
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	12.28
	E&E LUMBER	ADJUSTABLE FLAPPER	ADMIN FACILITIES	12.98
	E&E LUMBER	6X8 16' DOUG FIR HEADER	TRIBAL GAMING-GENL	20.28
	E&E LUMBER	100W FLOOD BULBS	PARK & RECREATION FAC	24.20
	E&E LUMBER	WHITE SPRAY PAINT	MAINTENANCE	24.89
	E&E LUMBER	MISC. ITEMS	SEWER LIFT STATION	33.93
	E&E LUMBER	REMODEL-WOMENS LOCKER ROOM	TRIBAL GAMING-GENL	38.18
	E&E LUMBER	EXTENSION CORD	PARK & RECREATION FAC	79.14
	E&E LUMBER	RAKE, SHOVEL	STORM DRAINAGE	80.32
	E&E LUMBER	REMODEL-WOMENS LOCKER ROOM	TRIBAL GAMING-GENL	87.44
	E&E LUMBER	REDI MIX CEMENT	WATER DIST MAINS	179.41
	E&E LUMBER	OUTDOOR CORDS-PARKS/GOLF	PARK & RECREATION FAC	284.88
	E&E LUMBER		PRO-SHOP	284.89
	E&E LUMBER	UTILITY KNIVES,EZ READ TAPE, E	ER&R	340.88
	E&E LUMBER	POWER CORDS-PARKS/GOLF	PARK & RECREATION FAC	372.01
	E&E LUMBER		PRO-SHOP	372.01
74193	ECOLOGY, DEPT. OF	RENEWAL-WASTEWATER OPERATION C	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WWTP PERMIT FEES	UTIL ADMIN	17,422.16
74194	ECONOMY FENCE CENTER	REMOVED CHAIN LINK FENCE	ROADWAY MAINTENANCE	217.20
	ECONOMY FENCE CENTER	REPAIR CHAIN LINK FENCE	ROADWAY MAINTENANCE	651.60
74195	EVERETT TIRE & AUTO	FRONT END ALIGNMENT	EQUIPMENT RENTAL	96.75
	EVERETT TIRE & AUTO	GOODYEAR TIRES	ER&R	442.94
	EVERETT TIRE & AUTO		ER&R	442.94

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/8/2011 TO 12/14/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74221	IRON MOUNTAIN	3/4" MINUS	STORM DRAINAGE	363.52
	IRON MOUNTAIN	1 1/4" MINUS ROCK	STORM DRAINAGE	710.80
74222	JUDD & BLACK	EXTENDED WARRANTY	DETENTION & CORRECTION	327.60
74223	KOSNIK ENGINEERING	REMODEL-WOMENS LOCKER ROOM	TRIBAL GAMING-GENL	275.00
74224	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	RECREATION SERVICES	92.40
74225	LAWSON PRODUCTS	GLOVES	MAINTENANCE	27.16
74226	LICENSING, DEPT OF	FRYXELL, GREGORY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAYES, JAMES (LATE RENEWAL)	GENERAL FUND	21.00
74227	LOOP, RON CONSTRUCTIO	ROOF INSTALL	STORM DRAINAGE	470.95
74228	LOWES HIW INC	MISC. FITTINGS	PUMPING PLANT	118.21
74229	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	223,268.21
	MARYSVILLE FIRE DIST		FIRE-GENL	622,650.42
74230	MARYSVILLE PRINTING	LAMINATE SIGNS	COMMUNITY CENTER	30.14
	MARYSVILLE PRINTING	WINDOWED ENVELOPES	PERSONNEL ADMINISTRATIO	45.18
	MARYSVILLE PRINTING	COPIES-AUTUMN CRAFT SHOW	COMMUNITY CENTER	74.39
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	UTIL ADMIN	206.69
74231	MARYSVILLE ROTARY	DUES-SMITH, RICHARD	POLICE ADMINISTRATION	462.50
74232	MARYSVILLE SCHOOL	MITIGATION FEES-11/2011	SCHOOL MIT FEES	29,841.00
74233	MARYSVILLE, CITY OF	STORMWATER-17906 43RD AVE NE	WATER FILTRATION PLANT	38.00
	MARYSVILLE, CITY OF	WTR-6302 152ND ST NE IRR	PARK & RECREATION FAC	39.37
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	323.07
74234	MATTHEWS, COLLEEN	REFUND	PARKS-RECREATION	30.00
74235	MCCAIN TRAFFIC SPLY	CMAQ-ITS-MOUNTING BRACKETS	TRANSPORTATION MANAGEM	387.71
	MCCAIN TRAFFIC SPLY	CMAQ-ITS-RADIOS AND ANTENNAS	TRANSPORTATION MANAGEM	13,573.37
74236	MEYERS METAL WORKS	REPAIRED STEEL SNORKEL TUBES	STORM DRAINAGE	249.78
	MEYERS METAL WORKS	STEEL STRUCTURES	SNOW & ICE CONTROL	2,823.60
74237	NAKKEN, LUCAS	INSTALL CHAIN LINK FENCE	SIDEWALKS MAINTENANCE	352.95
	NAKKEN, LUCAS		SIDEWALKS MAINTENANCE	1,058.85
74238	NATIONAL BARRICADE	12"X12" BLANK ORANGE SIGNS	TRANSPORTATION MANAGEM	78.19
	NATIONAL BARRICADE	18X18 "T" INTERSECTION SYMBOL	TRANSPORTATION MANAGEM	117.29
	NATIONAL BARRICADE	SNOW CLOSURE-DO NOT ENTER SIGN	SNOW & ICE CONTROL	586.44
74239	NEWMAN TRAFFIC SIGNS	SUPPLIES FOR SIGN SHOP	CITY STREETS	-200.88
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	2,536.68
74240	NORTH COAST ELECTRIC	CREDIT	PRO-SHOP	-90.11
	NORTH COAST ELECTRIC		PRO-SHOP	-7.26
	NORTH COAST ELECTRIC	ELECTRICAL SUPPLIES	PRO-SHOP	7.84
	NORTH COAST ELECTRIC		PRO-SHOP	92.34
	NORTH COAST ELECTRIC		PRO-SHOP	208.81
	NORTH COAST ELECTRIC		PRO-SHOP	533.35
74241	NORTH SOUND HOSE	DISCHARGE HOSE	WATER DIST MAINS	902.63
74242	NORTHEND TRUCK EQUIP	TELESCOPING CRANE PEDESTAL	WASTE WATER TREATMENT	2,558.62
74243	NORTHSTAR CHEMICAL	SODIUM HYPCLORITE	WATER QUAL TREATMENT	1,077.31
74244	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	112.68
74245	NORTHWEST PLAYGROUND	PLAYGROUND EQUIPMENT	PARK & RECREATION FAC	1,987.55
74246	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE	EQUIPMENT RENTAL	3,750.58
74247	NORTON, WORTH	SUPPLY REIMBURSEMENT	INFORMATION SERVICES	-61.89
	NORTON, WORTH		ER&R	-9.60
	NORTON, WORTH		ER&R	60.74
	NORTON, WORTH		COMPUTER SERVICES	73.32
	NORTON, WORTH		COMMUNITY DEVELOPMENT-	256.00
	NORTON, WORTH		COMPUTER SERVICES	784.49
74248	OFFICE DEPOT	OFFICE SUPPLIES	BUILDING MAINTENANCE	3.45
	OFFICE DEPOT		EQUIPMENT RENTAL	3.45
	OFFICE DEPOT		UTIL ADMIN	9.21
	OFFICE DEPOT		PRO-SHOP	15.92
	OFFICE DEPOT		GENERAL SERVICES - OVERH	21.66
	OFFICE DEPOT		UTIL ADMIN	28.46

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 12/8/2011 TO 12/14/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74248	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	30.22
	OFFICE DEPOT		ENGR-GENL	30.23
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	31.38
	OFFICE DEPOT		OFFICE OPERATIONS	34.19
	OFFICE DEPOT		UTIL ADMIN	42.16
	OFFICE DEPOT		ENGR-GENL	42.16
	OFFICE DEPOT		ENGR-GENL	42.26
	OFFICE DEPOT		EXECUTIVE ADMIN	67.28
	OFFICE DEPOT		ENGR-GENL	68.36
	OFFICE DEPOT		UTIL ADMIN	68.36
	OFFICE DEPOT		EXECUTIVE ADMIN	108.68
	OFFICE DEPOT		OFFICE OPERATIONS	126.87
	OFFICE DEPOT		UTIL ADMIN	183.48
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	335.54
	OFFICE DEPOT		COMMUNITY CENTER	393.13
74249	OREGON MUDDERS INC	BOOTS	GOLF COURSE	466.18
74250	PACIFIC NW BUSINESS	TONER	POLICE PATROL	284.32
74251	PACIFIC POWER BATTER	HALOGEN BULBS	WATER SUPPLY MAINS	23.81
	PACIFIC POWER BATTER	MISC. BATTERIES	ER&R	105.56
74252	PACIFIC POWER PROD.	WEAR PLATE,BREAK LINING	MAINTENANCE	65.67
	PACIFIC POWER PROD.	TRANSMISSION	MAINTENANCE	3,087.47
74253	PARTS STORE, THE	BRAKE CLEANER	WASTE WATER TREATMENT	7.14
	PARTS STORE, THE	CUT OFF DISCS	MAINTENANCE	16.43
	PARTS STORE, THE	LIGHT MOUNTING BASE	ER&R	22.39
	PARTS STORE, THE	MARKER LIGHTS	ER&R	28.80
	PARTS STORE, THE	CABLE TIES, DUCT TAPE	MAINTENANCE	29.27
	PARTS STORE, THE	WHITE PAINT	MAINTENANCE	30.72
	PARTS STORE, THE	ANTIFREEZE	MAINTENANCE	36.90
	PARTS STORE, THE	IDLER ARM	EQUIPMENT RENTAL	38.93
	PARTS STORE, THE	LIFT GATE STRUT	EQUIPMENT RENTAL	49.28
	PARTS STORE, THE	LIFT GATE STRUT SHACK	EQUIPMENT RENTAL	49.28
	PARTS STORE, THE	FRONT BRAKE PAD SET	EQUIPMENT RENTAL	51.73
	PARTS STORE, THE	FILTERS, CAR WASH SOAP	ER&R	101.83
	PARTS STORE, THE	FILTERS, FILTER KIT & BULBS	ER&R	138.94
	PARTS STORE, THE	FILTERS, RUST INHIBITOR	ER&R	252.70
	PARTS STORE, THE	FILTERS, WIPER BLADES,BATTERIE	ER&R	355.50
	PARTS STORE, THE	MISC. PARTS	EQUIPMENT RENTAL	791.76
74254	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	155.00
74255	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	51.37
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	57.10
	PETROCARD SYSTEMS		ENGR-GENL	168.61
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	212.22
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	425.81
	PETROCARD SYSTEMS		PARK & RECREATION FAC	675.90
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	2,374.65
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,874.95
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,256.88
	PETROCARD SYSTEMS		POLICE PATROL	8,054.59
74256	PLATT	PAN FV30NLF1 INLINE FAN	SOURCE OF SUPPLY	296.31
	PLATT	PAN FV-40NLF1 INLINE FAN 8"	SOURCE OF SUPPLY	383.44
74257	PUD	ACCT. # 2042-5421-3-SHASTA RID	PARK & RECREATION FAC	144.30
74258	PUD	ACCT #2021-7786-1	PUMPING PLANT	30.24
74259	PUGET SOUND SECURITY	KEYS	POLICE PATROL	6.40
74260	RAIN FOR RENT	MISC. BAUER CONNECTIONS	STORM DRAINAGE	68.96
	RAIN FOR RENT		SEWER LIFT STATION	68.96
74261	RECREATION & PARK	REGISTRATION-BURGESS	COMMUNITY CENTER	199.00
74262	REVENUE, DEPT OF	CREDIT CARD FEES	COMMUNITY DEVELOPMENT-	472.34

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 9, 2012

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 **December 21, 2011** claims in the amount of **\$387,550.41** paid by **Check No.'s 74291 through 74413**.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-12

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 **\$387,550.41 PAID BY CHECK NO.'S 74291 THROUGH 74413** 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 **9TH DAY OF JANUARY 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/15/2011 TO 12/21/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74291	REVENUE, DEPT OF	SALES & USE TAX-NOVEMBER 2011	CITY CLERK	4.50
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	6.52
	REVENUE, DEPT OF		CITY STREETS	18.72
	REVENUE, DEPT OF		POLICE ADMINISTRATION	21.43
	REVENUE, DEPT OF		ER&R	65.69
	REVENUE, DEPT OF		GENERAL FUND	71.42
	REVENUE, DEPT OF		WATER/SEWER OPERATION	102.57
	REVENUE, DEPT OF		PRO-SHOP	112.61
	REVENUE, DEPT OF		RECREATION SERVICES	359.98
	REVENUE, DEPT OF		GOLF COURSE	2,072.65
	REVENUE, DEPT OF		STORM DRAINAGE	4,950.22
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	14,024.02
	REVENUE, DEPT OF		UTIL ADMIN	42,643.40
74292	ADVANTAGE BUILDING S	EXTRA CLEANING-KBCC	COMMUNITY CENTER	225.00
74293	AGRICULTURE, DEPT OF	RENEWAL-BROWN, EDDIE	TRAINING	33.00
	AGRICULTURE, DEPT OF	RENEWAL-DAY	TRAINING	33.00
	AGRICULTURE, DEPT OF	RENEWAL-KEEFE	TRAINING	33.00
	AGRICULTURE, DEPT OF	RENEWAL-PALITZ	TRAINING	33.00
	AGRICULTURE, DEPT OF	RENEWAL-PIKE	TRAINING	33.00
	AGRICULTURE, DEPT OF	RENEWAL-TYACKE	TRAINING	33.00
	AGRICULTURE, DEPT OF	RENEWAL-WINELAND	TRAINING	33.00
74294	ALBERTSONS	SUPPLY REIMBURSEMENT	RECREATION SERVICES	64.55
74295	ALPHA COURIER INC.	COURIER SERVICES	WASTE WATER TREATMENT	141.93
74296	AMERICAN SOCIETY	ASCAP LIC FEE	COMMUNITY EVENTS	334.74
74297	AMSAN SEATTLE	DEGREASER	ER&R	199.99
74298	AUTO ADDITIONS, INC.	SIREN SPEAKER	ER&R	-14.50
	AUTO ADDITIONS, INC.		EQUIPMENT RENTAL	183.06
74299	BALLEW, JAMES B	EMPLOYEE APPRECIATION REIMBURS	PERSONNEL ADMINISTRATIO	425.00
74300	BANK OF AMERICA	SUPPLY REIMBURSEMENT	COMMUNITY EVENTS	-59.00
	BANK OF AMERICA		PRO-SHOP	114.03
74301	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE ADMINISTRATION	84.00
74302	BANK OF AMERICA		EXECUTIVE ADMIN	250.00
74303	BANK OF AMERICA		EXECUTIVE ADMIN	508.02
	BANK OF AMERICA		CITY COUNCIL	940.00
74304	BLUMENTHAL UNIFORMS	VEST-GOOLSBY	PRO ACT TEAM	868.80
	BLUMENTHAL UNIFORMS	VEST-BUELL, LARRY	POLICE PATROL	898.67
74305	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,470.00
74306	CARRS ACE	FLASHLIGHT & BATTERIES	STORM DRAINAGE	43.42
74307	CASCADE MACHINERY	AIR DRYER SERVICE CALL	WASTE WATER TREATMENT	599.03
74308	CDW GOVERNMENT INC	EXCHANGE LICENSE	COMMUNITY DEVELOPMENT-	50.17
	CDW GOVERNMENT INC		UTIL ADMIN	50.18
74309	CEMEX	LIQUID ASPHALT	STORM DRAINAGE MAINTEN/	122.30
	CEMEX	MOD CLASS B ASPHALT	SEWER MAIN COLLECTION	313.71
	CEMEX		STORM DRAINAGE MAINTEN/	313.72
	CEMEX	MOD B ASPHALT	STORM DRAINAGE MAINTEN/	554.49
74310	CHAMPION BOLT	FASTENERS	MAINTENANCE	52.67
74311	CLEAN CUT	TREE REMOVAL	STORM DRAINAGE	3,149.40
74312	COOP SUPPLY	SEWER GLOVES-WATERPROOF	STORM DRAINAGE	59.69
	COOP SUPPLY		SEWER MAIN COLLECTION	59.70
	COOP SUPPLY	HIP WADERS	STORM DRAINAGE	68.41
	COOP SUPPLY	CATTLE PANELS,T-POSTS	STORM DRAINAGE	857.42
74313	CORPORATE OFFICE SPL	PURELL HAND GEL & WIPES	ER&R	159.48
	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	184.51
74314	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	419.94
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,950.55
74315	CORRECTIONS, DEPT OF	WORK CREW - NOV. 2011	PARK & RECREATION FAC	1,279.95
74316	CRAFT MART	SUPPLIES-MERRYSVILLE FOR THE H	RECREATION SERVICES	26.21

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/15/2011 TO 12/21/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74329	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	160.00
74330	ETONIC WORLDWIDE LLC	CREDIT	GOLF COURSE	-61.05
	ETONIC WORLDWIDE LLC		GOLF COURSE	-52.50
	ETONIC WORLDWIDE LLC	WINTER GLOVES	GOLF COURSE	280.63
74331	EVERETT STAMP WORKS	STAMP	COMMUNITY DEVELOPMENT-	39.20
74332	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,965.35
	GENERAL CHEMICAL		WASTE WATER TREATMENT	4,147.30
74333	GENERAL EQUIPMENT	35 GALLON ROLL CART (700)	SOLID WASTE OPERATIONS	29,903.01
74334	GOLDEN CORAL	EMPLOYEE APPRECIATION LUNCHEON	PERSONNEL ADMINISTRATIO	298.65
74335	GREEN RIVER CC	CERTIFICATION-DAVIS	UTIL ADMIN	42.00
74336	GROUP HEALTH	DOT PHYSICALS	POLICE ADMINISTRATION	40.00
	GROUP HEALTH		SOLID WASTE OPERATIONS	65.00
	GROUP HEALTH		GENERAL SERVICES - OVERH	260.00
	GROUP HEALTH		UTIL ADMIN	520.00
74337	HANSON, NATASHA	REFUND	PARKS-RENTS & ROYALTIES	35.00
	HANSON, NATASHA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
74338	HD FOWLER COMPANY	5' T-HANDLE VALVE WRENCH	WASTE WATER TREATMENT	52.48
	HD FOWLER COMPANY	T-HANDLE MANHOLE WRENCH	ER&R	99.90
	HD FOWLER COMPANY	3/4" PVC TEES	WATER SERVICE INSTALL	112.94
	HD FOWLER COMPANY	MAIN VALVE RUBBER	HYDRANTS	117.35
	HD FOWLER COMPANY	WRENCH	ER&R	145.98
	HD FOWLER COMPANY	METER STOP/ADAPTERS	WATER/SEWER OPERATION	183.65
	HD FOWLER COMPANY	MISC. COUPLINGS,METER STOP ANG	WATER/SEWER OPERATION	458.09
	HD FOWLER COMPANY	8" SLEEVES, RETAINERS	WATER CAPITAL PROJECTS	499.67
	HD FOWLER COMPANY	METER BOX BASE 12"	WATER/SEWER OPERATION	533.40
	HD FOWLER COMPANY	RESETTER 7" CHECK W/VALVE OUTL	WATER/SEWER OPERATION	555.17
	HD FOWLER COMPANY	RESETTER W/CHECK VALVE	WATER/SEWER OPERATION	560.18
74339	HD SUPPLY WATERWORKS	BOLT & GASKET SET 3"	WATER SERVICES	14.79
	HD SUPPLY WATERWORKS	MISC. SUPPLIES-HYDRANT REPAIR	HYDRANTS	244.91
74340	HEALTH, DEPT OF	RENEWAL-BYDE	UTIL ADMIN	42.00
	HEALTH, DEPT OF	RENEWAL-ZAHNOW	UTIL ADMIN	42.00
	HEALTH, DEPT OF	RENWEAL-DAVIS	UTIL ADMIN	42.00
74341	HOUSE OF UPHOLSTERY	RECOVER/REBUILD TRUCK SEAT	EQUIPMENT RENTAL	482.18
74342	IKON OFFICE SOLUTION	COPIER CHARGES	MAINTENANCE	21.72
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	37.86
	IKON OFFICE SOLUTION		COMMUNITY CENTER	44.53
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	87.90
	IKON OFFICE SOLUTION		PROBATION	119.46
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	130.98
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	143.91
	IKON OFFICE SOLUTION		UTILITY BILLING	178.48
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	185.90
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	192.84
	IKON OFFICE SOLUTION		ENGR-GENL	197.12
	IKON OFFICE SOLUTION		CITY CLERK	199.08
	IKON OFFICE SOLUTION		FINANCE-GENL	199.08
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	260.48
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	299.18
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	345.35
	IKON OFFICE SOLUTION		UTIL ADMIN	448.88
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	655.52
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	790.94
'4343	INFORMATION SERVICES	TELECOMMUNICATIONS	OFFICE OPERATIONS	1,121.80
	INFORMATION SERVICES		OFFICE OPERATIONS	1,121.80
'4344	JP COOKE COMPANY,THE	ANNUAL ANIMAL LICENSES	GENERAL FUND	-5.47
	JP COOKE COMPANY,THE		COMMUNITY DEVELOPMENT-	68.97
'4345	KENWORTH NORTHWEST	TIMING SENSOR O-RING/WASHER	EQUIPMENT RENTAL	4.34

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/15/2011 TO 12/21/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74345	KENWORTH NORTHWEST	CAM TIMING SENSOR	EQUIPMENT RENTAL	212.26
74346	KESSELRINGS	AMMO	POLICE TRAINING-FIREARMS	28.45
74347	LES SCHWAB TIRE CTR	DEEP TRACTION CAP DRIVE AXEL T	ER&R	2,022.99
74348	LICENSING, DEPT OF	BRIDGEMAN, GEORGE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRISKE, GARY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CURTIS, SHAWN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	IWANCZUK, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOCKWOOD, JASON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOLLIS, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MENKE, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	OLIVER, AMBER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETE, DEBORAH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	POTTS, JASON (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROTT, LANNY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SANDERS, LLOYD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHULTZ, LENA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLIAMS, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILSON, MILTON (ORIGINAL)	GENERAL FUND	18.00
74349	LOWES HIW INC	30" WHITE DOOR	TRIBAL GAMING-GENL	56.74
	LOWES HIW INC	LED LIGHTS	PARK & RECREATION FAC	61.84
	LOWES HIW INC	EXTENSION CORDS, ADAPTERS	PARK & RECREATION FAC	256.20
74350	M LEE SMITH PUBLISH	HRLAWS-ONLINE SUBSCRIPTION	PERSONNEL ADMINISTRATIO	918.58
74351	MARYSVILLE AWARDS	PLATES-COUNCIL MEMBERS	CITY COUNCIL	51.91
	MARYSVILLE AWARDS	PLAQUE & ENGRAVING	PARK & RECREATION FAC	81.67
74352	MARYSVILLE PRINTING	2 BOOKS COIL	WATER DIST MAINS	9.23
74353	MARYSVILLE, CITY OF	WTR/SWR/GBG-1635 GROVE STREET	PUBLIC SAFETY FAC-GENL	2,230.67
74354	MCGREGOR HARDWARE	MASTER PADLOCK	MAINTENANCE	60.54
	MCGREGOR HARDWARE		MAINT OF GENL PLANT	60.55
74355	MCLEOD, DERYCK	SUPPLY REIMBURSEMENT	POLICE INVESTIGATION	8.68
74356	MCLOUGHLIN & EARDLEY	BULB STROBE REFLECTOR	ER&R	-10.14
	MCLOUGHLIN & EARDLEY		ER&R	128.05
74357	MCVAYS MOBILE WELD	VALVE KEYS	WATER DIST MAINS	325.80
74358	MICROFLEX INC	TAX AUDIT PROGRAM-NOV 2011	FINANCE-GENL	210.15
74359	MRSC	SMALL WORKS ROSTER 2012 FEE	FINANCE-GENL	400.00
74360	MULLIGAN, CAROL	MILEAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	16.51
74361	MURRAY, JONATHAN	CARETAKER SERVICES-DEC. 2011	GMA - STREET	2,400.00
74362	NEIGHBORHOOD WATCH	NEIGHBORHOOD WATCH SIGNS	GENERAL FUND	-103.60
	NEIGHBORHOOD WATCH		CRIME PREVENTION	1,308.25
74363	NORTH COUNTY OUTLOOK	ADVERTISING-KBCC	COMMUNITY CENTER	49.00
74364	NORTH SOUND HOSE	3" PVC SUCTION HOSE,STRAINERS	STORM DRAINAGE	492.74
74365	NORTHWEST BIOSOLIDS	MEMBERSHIP FEES	UTIL ADMIN	77.00
74366	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE	EQUIPMENT RENTAL	1,742.50
74367	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	11.94
	OFFICE DEPOT		POLICE PATROL	23.67
	OFFICE DEPOT		POLICE PATROL	25.50
	OFFICE DEPOT		DETENTION & CORRECTION	26.00
	OFFICE DEPOT		OFFICE OPERATIONS	26.35
	OFFICE DEPOT		POLICE PATROL	32.51
	OFFICE DEPOT		EXECUTIVE ADMIN	34.87
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	51.02
	OFFICE DEPOT		CITY CLERK	75.63
	OFFICE DEPOT		POLICE PATROL	532.01
74368	OFFICE INTERIORS INC	NEW LOCKERS	TRIBAL GAMING-GENL	6,000.00
74369	PACIFIC POWER BATTER	MAGLITE BATTERY	UTIL ADMIN	25.52
4370	PARTS STORE, THE	SWITCHES	WASTE WATER TREATMENT	6.62
	PARTS STORE, THE		WASTE WATER TREATMENT	6.62
	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	20.59

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/15/2011 TO 12/21/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74370	PARTS STORE, THE	ELECTRIC ALTERNATOR, CORE DEPO	EQUIPMENT RENTAL	35.62
	PARTS STORE, THE	FRONT BRAKE PAD SET	EQUIPMENT RENTAL	38.79
	PARTS STORE, THE	HOURLY METER	EQUIPMENT RENTAL	60.66
	PARTS STORE, THE	ELECTRIC ALTERNATOR & CORE DEP	EQUIPMENT RENTAL	133.78
	PARTS STORE, THE	PITMAN ARM ASSEMBLY	EQUIPMENT RENTAL	206.29
74371	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	55.56
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	73.66
	PETROCARD SYSTEMS		STORM DRAINAGE	99.78
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	108.19
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	399.05
	PETROCARD SYSTEMS		PARK & RECREATION FAC	445.98
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,134.22
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,695.35
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,325.70
	PETROCARD SYSTEMS		POLICE PATROL	6,931.82
74372	PETTY CASH- POLICE	REIMBURSE PETTY CASH	GENERAL FUND	-1.63
	PETTY CASH- POLICE		POLICE ADMINISTRATION	3.00
	PETTY CASH- POLICE		POLICE ADMINISTRATION	8.99
	PETTY CASH- POLICE		DETENTION & CORRECTION	19.35
	PETTY CASH- POLICE		POLICE ADMINISTRATION	20.53
	PETTY CASH- POLICE		POLICE TRAINING-FIREARMS	60.09
74373	PETTY CASH-COMM DEV		COMMUNITY DEVELOPMENT-	59.04
74374	PING	S.O. CLUBS	GOLF COURSE	275.62
74375	PLATT	175W LIGHTBULB	PUBLIC SAFETY FAC-GENL	9.41
74376	POLLARDWATER.COM	CREDIT	WATER SERVICES	-282.50
	POLLARDWATER.COM	COPPER TUBING CUTTERS	WATER SERVICES	282.50
	POLLARDWATER.COM		WATER SERVICES	301.69
74377	POSTAL SERVICE	POSTAGE-KBCC NEWSLETTER	COMMUNITY CENTER	79.19
74378	PUD	ACCT.# 2011-4209-8 - DEERING A	PARK & RECREATION FAC	15.75
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	31.75
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	48.14
	PUD	ACCT #2020-1181-3	PUMPING PLANT	53.95
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	94.68
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	102.07
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	123.24
	PUD	ACCT #2035-0002-0	STREET LIGHTING	134.66
	PUD	ACCT #2006-6043-9	STREET LIGHTING	159.36
	PUD	ACCT # 2039-9634-3	STREET LIGHTING	236.22
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	251.76
	PUD	ACCT.# 2012-2506-7 - DEERING	PARK & RECREATION FAC	290.34
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	314.51
	PUD	ACCT #2027-4261-5	MAINTENANCE	332.06
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	560.12
	PUD	ACCT #2000-2187-1	COURT FACILITIES	2,137.31
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,446.43
74379	PUGET SOUND ENERGY	ACCT.# 616-190-400-5	COMMUNITY CENTER	93.16
	PUGET SOUND ENERGY	ACCT #433-744-264-6	PRO-SHOP	115.52
	PUGET SOUND ENERGY	ACCT #856-208-715-8	NON-DEPARTMENTAL	121.09
	PUGET SOUND ENERGY	ACCT #433-744-084-8 DELTA BLDG	NON-DEPARTMENTAL	140.10
	PUGET SOUND ENERGY	ACCT # 922-456-500-3	MAINT OF GENL PLANT	169.16
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	ADMIN FACILITIES	523.35
	PUGET SOUND ENERGY	ACCT #835-819-211-3	COURT FACILITIES	584.00
	PUGET SOUND ENERGY	ACCT. # 435-851-700-3	MAINT OF GENL PLANT	601.33
	PUGET SOUND ENERGY	ACCT #753-901-800-7	PUBLIC SAFETY FAC-GENL	1,696.05
74380	PUGET SOUND SECURITY	KEYS	POLICE PATROL	9.60
74381	RADIOSHACK	AT & T VAC ADAPTER	TRANSPORTATION MANAGEM	30.48
74382	REDI NATIONAL PEST	REMOVE BIRD DROPPINGS & CLEAN	MAINT OF GENL PLANT	2,172.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/15/2011 TO 12/21/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74383	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	1,931.00
74384	ROBINSON & NOBLE INC		UTIL ADMIN	5,536.25
74385	SCHROEDER, LYNN SCHROEDER, LYNN	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	41.56
			CITY COUNCIL	90.88
74386	SNO CO FINANCE	DUMP FEE	PARK & RECREATION FAC	72.00
74387	SNO CO PUBLIC WORKS	RR6051 AID AGREEMENT	STORM DRAINAGE	58.40
74388	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	399.52
74389	SNO CO TREASURER	INMATE HOUSING-NOV. 2011	DETENTION & CORRECTION	21,852.87
74390	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	80.82
74391	SOUND SAFETY	ICE CLEATS	UTIL ADMIN	15.75
	SOUND SAFETY		UTIL ADMIN	15.75
	SOUND SAFETY	GLOVES	ER&R	47.57
	SOUND SAFETY		ER&R	103.61
	SOUND SAFETY	RUBBER BOOTS-GUENZLER	UTIL ADMIN	105.92
	SOUND SAFETY	GRIPPY GLOVES	ER&R	138.47
	SOUND SAFETY	VESTS, GLOVES, REFLECTORS	ER&R	174.71
	SOUND SAFETY	BIBS & JACKET	ER&R	423.82
74392	SPRINGBROOK NURSERY	PEA GRAVEL	MAINTENANCE	25.04
	SPRINGBROOK NURSERY	5/8" GRAVEL	MAINTENANCE	42.00
	SPRINGBROOK NURSERY		MAINTENANCE	42.00
74393	STAIR, FRANK	CDL PHYSICAL REIMBURSEMENT	UTIL ADMIN	48.00
74394	STATE PATROL	BACKGROUND CHECKS-NOVEMBER 201	PERSONNEL ADMINISTRATIO	420.00
74395	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,875.00
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,432.59
	STRATEGIES 360		UTIL ADMIN	3,375.00
74396	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	847.37
74397	TAYLORMADE	FW METAL SPRINGS	GOLF COURSE	-12.47
	TAYLORMADE		GOLF COURSE	157.47
74398	TEREX UTILITES WEST	REPAIR/REFURBISH OF CRANE TRUC	STORM DRAINAGE	8,623.96
	TEREX UTILITES WEST		WASTE WATER TREATMENT	25,871.88
74399	TIRE DIST SYSTEMS	STUDED TIRES	EQUIPMENT RENTAL	200.13
74400	TORO NSN	IRRIGATION SOFTWARE	MAINTENANCE	134.00
74401	TULALIP TRIBES OF WA	BAIL POSTED	GENERAL FUND	500.00
74402	UNITED PARCEL SERVIC	SHIPPING EXPENSE	WATER FILTRATION PLANT	64.15
	UNITED PARCEL SERVIC		POLICE PATROL	67.03
74403	VERIZON/FRONTIER	ACCT #404449227007	PERSONNEL ADMINISTRATIO	55.23
	VERIZON/FRONTIER	ACCT. # 03 0254 1039572340 07	WASTE WATER TREATMENT	65.10
	VERIZON/FRONTIER	ACCT #1109792481505	UTIL ADMIN	74.92
	VERIZON/FRONTIER	ACCT #102746380105	COMMUNICATION CENTER	97.03
	VERIZON/FRONTIER	ACCT #404449227007	MUNICIPAL COURTS	207.81
	VERIZON/FRONTIER	ACCT #106241644206	CENTRAL SERVICES	653.39
74404	VERIZON/FRONTIER	ACCT. # 971967546-00001	LEGAL-GENL	43.01
	VERIZON/FRONTIER		ENGR-GENL	54.89
	VERIZON/FRONTIER		UTIL ADMIN	54.89
	VERIZON/FRONTIER		MUNICIPAL COURTS	54.89
	VERIZON/FRONTIER		FINANCE-GENL	54.89
	VERIZON/FRONTIER		PARK & RECREATION FAC	54.89
	VERIZON/FRONTIER		RECREATION SERVICES	54.89
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.89
	VERIZON/FRONTIER		EXECUTIVE ADMIN	109.78
	VERIZON/FRONTIER		LEGAL - PROSECUTION	109.78
	VERIZON/FRONTIER		UTIL ADMIN	129.03
	VERIZON/FRONTIER		POLICE ADMINISTRATION	219.56
	VERIZON/FRONTIER		IS REPLACEMENT ACCOUNTS	255.00
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	1,849.43
	VERIZON/FRONTIER		COMPUTER SERVICES	4,757.38

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/15/2011 TO 12/21/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74405	WABO BOOKSTORE, THE	MEMBERSHIP-DORCAS	COMMUNITY DEVELOPMENT-	185.00
74406	WASTE MANAGEMENT	YARDWASTE & RECYCLE SERVICE	RECYCLING OPERATION	80,670.19
74407	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	254.12
	WAXIE SANITARY SUPPL		MAINTENANCE	254.12
	WAXIE SANITARY SUPPL		COMMUNITY CENTER	508.23
74408	WELCOME COMMUNICATIO	RADIO REPAIR	POLICE PATROL	959.72
74409	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	610.06
74410	WESTERN SYSTEMS	POWER CABLES & INDUSTRIAL ETHE	TRANSPORTATION MANAGEM	23,943.28
74411	WHITE LEASURE DEVEL	REFUND PRE-APPLICATION	COMMUNITY DEVELOPMENT	350.00
74412	WIEGAND, SALLY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
74413	WILBUR-ELLIS	FERTILIZER	MAINTENANCE	706.38
WARRANT TOTAL:				<u><u>387,550.41</u></u>

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 9, 2012

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 December 20, 2011 payroll in the amount \$987,384.96 Check No.'s 24990 through 25031.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 9, 2012

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 **December 28, 2011** claims in the amount of **\$300,474.49** paid by **Check No.'s 74414 through 74590.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-12

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 **\$300,474.49 PAID BY CHECK NO.'S 74414 THROUGH 74590** 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 **9TH DAY OF JANUARY 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/22/2011 TO 12/28/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74414	ABELS, JENNIFER	JURY DUTY	COURTS	16.60
74415	AFTS	REMITTANCE PROCESSING-NOV.2011	UTILITY BILLING	1,040.76
	AFTS	WEB PAYMENT SERVICES NOV. 2011	UTILITY BILLING	1,139.75
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	6,953.49
74416	AGRICULTURE, U.S. DE	1M MULTI-SPECTRAL QQ 4 BAND DI	WATER/SEWER OPERATION	-2.49
	AGRICULTURE, U.S. DE		UTIL ADMIN	31.49
74417	ALBERTSONS	INMATE SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	438.12
74418	AMSAN SEATTLE	5 GAL. INDUSTRIAL DEGREASER	ER&R	66.66
74419	ANDERSEN-PRESTO, KIM	UB 761359010201 6509 76TH DR N	WATER/SEWER OPERATION	303.95
74420	ANDERSON, JANICE	REFUND	PARKS-RECREATION	60.00
74421	APOSTOLIC CHURCH	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
74422	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	28.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	41.34
74423	ARIA INVESTMENT GRO	UB 720660000000 6519 21ST DR N	WATER/SEWER OPERATION	20.49
74424	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL	SOURCE OF SUPPLY	275.18
74425	ATTERBERRY REAL ESTA	UB 941160000000 1216 BEACH AVE	WATER/SEWER OPERATION	109.21
74426	AUDIOLOGY SERVICES	HEARING TESTING	EXECUTIVE ADMIN	758.50
74427	AVAGIMOVA, KARINE	INTERPRETER SERVICES	COURTS	125.00
74428	BABCOCK, ELAINE	JURY DUTY	COURTS	13.41
74429	BATTERIES PLUS	BATTERY REPLACEMENTS	COMPUTER SERVICES	1,549.55
74430	BAXTER, EUGENE & BO	UB 890960000002 5727 GROVE ST	WATER/SEWER OPERATION	179.93
74431	BENSON, DAVID	UB 651051900000 10519 66TH AVE	WATER/SEWER OPERATION	181.78
74432	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUCT	17,461.32
74433	BICKFORD FORD	ANTI-FREEZE FORD GOLD	ER&R	130.67
74434	BLUMENTHAL UNIFORMS	VEST	DETENTION & CORRECTION	1,161.75
74435	BRANSON, FRED	UB 130790000000 11419 46TH AVE	WATER/SEWER OPERATION	35.99
74436	BRINKS INC	ARMORED TRUCK SERVICE	GOLF ADMINISTRATION	101.36
	BRINKS INC		COMMUNITY DEVELOPMENT-	175.88
	BRINKS INC		UTIL ADMIN	175.88
	BRINKS INC		UTILITY BILLING	321.80
	BRINKS INC		POLICE ADMINISTRATION	321.81
	BRINKS INC		MUNICIPAL COURTS	321.81
74437	BRK MANAGEMENT SRVCS	EHM-NOVEMBER 2011	DETENTION & CORRECTION	1,536.50
74438	CARLSON, DENNIS	JURY DUTY	COURTS	15.50
74439	CARROLL, RICHARD		COURTS	10.49
74440	CARRS ACE	SURVEY TAPE,CAP SCREWS/BOLTS	TRANSPORTATION MANAGEM	19.06
	CARRS ACE	VARIOUS SUPPLIES	STREET LIGHTING	72.05
74441	CCTV CAMERA PROS	PW SECURITY CAMERAS	WATER/SEWER OPERATION	-185.76
	CCTV CAMERA PROS		MAINT OF GENL PLANT	2,345.72
74442	CEMEX	MOD B ASPHALT	SEWER MAIN COLLECTION	966.58
74443	CHANG, MONIQUE & GAR	UB 094817000000 4817 145TH PL	WATER/SEWER OPERATION	21.02
74444	CNR, INC	SUPPORT/TROUBLESHOOTING	COMPUTER SERVICES	610.88
74445	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	216.90
74446	COOP SUPPLY	SUPPLIES	POLICE PATROL	8.76
74447	COPPER CREEK HOA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74448	CORBELL, HELEN	UB 760120400001 5603 73RD DR N	WATER/SEWER OPERATION	79.42
74449	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,099.30
74450	CRAFT MART	SUPPLIES-HOLIDAY LUNCHEON	PERSONNEL ADMINISTRATIO	44.43
74451	CRANE, DAVID & JEAN	UB 830019000000 5507 70TH ST N	WATER/SEWER OPERATION	17.13
74452	CROFFORD, STEVEN	JURY DUTY	COURTS	10.55
74453	DAHLMAN PUMP	TEMP. PUMP INSTALLATION	UTIL ADMIN	7,156.74
74454	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
	DB SECURE SHRED		PROBATION	16.45

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74454	DB SECURE SHRED	SHREDDING SERVICES	MUNICIPAL COURTS	49.38
74455	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 11-8504	POLICE PATROL	43.44
74456	DIVERSIFIED	MAG NAILS	ENGR-GENL	51.81
74457	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.40
	DOPPS, MARIA C.		COURTS	104.40
	DOPPS, MARIA C.		COURTS	154.40
	DOPPS, MARIA C.		COURTS	404.40
74458	DOWNEY, CHRISTIAN	JURY DUTY	COURTS	11.65
74459	DUBYNE, KELLY R.	INSTRUCTOR SERVICES	RECREATION SERVICES	39.60
74460	EAR PHONE CONNECT	ADAPTERS	GENERAL FUND	-25.68
	EAR PHONE CONNECT		POLICE PATROL	324.18
74461	ENGINEERING BUSINESS	MAINTENANCE AGREEMENT	UTIL ADMIN	106.43
74462	EVERETT HERALD	NEWSPAPER DELIVERY	POLICE ADMINISTRATION	162.00
	EVERETT HERALD	SUBSCRIPTION RENEWAL	EXECUTIVE ADMIN	168.00
74463	EVERETT TIRE & AUTO	GOODYEAR TIRES (5)	ER&R	473.30
74464	EVERETT UTILITIES	WATER/FILTRATION SERVICES	SOURCE OF SUPPLY	93,547.95
74465	FAULKNER, JOHN	LEOFF1 REIMBURSEMENT	POLICE ADMINISTRATION	305.20
74466	FCS GROUP	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	1,029.75
74467	FERRI, ELAINE	REFUND	PARKS-RECREATION	50.00
74468	FILORI, JOHN	TEST FEE REIMBURSEMENT	UTIL ADMIN	135.00
74469	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	837.34
74470	FORD, JOANN	UB 933900000007 1809 7TH ST A	WATER/SEWER OPERATION	6.82
74471	FURLONG, BILLIE	UB 761308000000 7710 73RD PL N	WATER/SEWER OPERATION	49.19
74472	GABRIEL SANTANA & D	UB 980098000483 3525 81ST DR N	WATER/SEWER OPERATION	117.06
74473	GEMMER, NANETTE	REFUND	PARKS-RECREATION	60.00
74474	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	4,063.94
74475	GEORGE, DONALD	JURY DUTY	COURTS	13.30
74476	GILLMERE, EVAN		COURTS	10.55
74477	GLEASON, KENNETH	UB 120583000000 10819 47TH AVE	WATER/SEWER OPERATION	23.08
74478	GLENN KRIBBLE	UB 241231456000 12314 56TH DR	WATER/SEWER OPERATION	18.99
74479	GOAT TRIMMERS LLC	GOAT RENTAL-RETENTION POND	STORM DRAINAGE	787.36
	GOAT TRIMMERS LLC	GOAT RENTAL-RETENTION PONDS	STORM DRAINAGE	787.36
74480	GOLDKEY SECURITY	BITLOCKER ENCRYPTION PROJECT	INFORMATION SERVICES	-657.49
	GOLDKEY SECURITY		COMPUTER SERVICES	8,302.69
74481	GOVCONNECTION INC	DOKING STATION REPLACEMENT	COMPUTER SERVICES	222.58
74482	GRAYBAR ELECTRIC CO	1 CASE 250 HPS LAMPS	STREET LIGHTING	138.51
	GRAYBAR ELECTRIC CO	1 CASE 70 HPS LAMPS	STREET LIGHTING	145.85
74483	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
74484	GROUP HEALTH	MEDICAL SERVICES	EXECUTIVE ADMIN	930.60
	GROUP HEALTH	ON SITE FLU CLINIC	EXECUTIVE ADMIN	1,188.00
74485	GROVES, JENIFER	JURY DUTY	COURTS	15.28
74486	HACH COMPANY	CHLORINE TEST KITS	WATER SUPPLY MAINS	321.67
74487	HAMMOND, ROBIN	UB 250010200000 10714 58TH DR	WATER/SEWER OPERATION	8.62
74488	HATTON, HANNAH	UB 741363150002 5421 60TH PL N	WATER/SEWER OPERATION	300.85
74489	HAUPT, MICHAEL	JURY DUTY	COURTS	11.65
74490	HD SUPPLY WATERWORKS	RETURN	HYDRANTS	-245.13
	HD SUPPLY WATERWORKS	CREDIT-PRICE ADJUSTMENT	HYDRANTS	-75.08
	HD SUPPLY WATERWORKS	F/F 2500 PUMPER, BEARING	HYDRANTS	331.67
74491	HEAZLETT, JUDITH	JURY DUTY	COURTS	13.85
74492	HENDRICKS, DESTREY		COURTS	12.75
74493	HERITAGE OPERATING L	PROPANE HOSE	EQUIPMENT RENTAL	99.10
74494	HIRASHIMA, GLORIA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	7.16
	HIRASHIMA, GLORIA		POLICE ADMINISTRATION	21.49
74495	HOLMBERG, JEFFREY	JURY DUTY	COURTS	10.55
74496	HORNUNG, CHRIS	SUPPLY REIMBURSEMENT	PROBATION	21.82

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74497	HUMANISTS OF N. PUG	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74498	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00
	HYLARIDES, LETTIE		COURTS	103.57
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	200.00
74499	INFILCO DEGREMONT	DCA CIRCUIT BOARDS UV	WASTE WATER TREATMENT	1,301.99
74500	JOHNSON, LYNETTE M &	UB 038510000000 8510 78TH AVE	WATER/SEWER OPERATION	24.66
74501	KEN'S CAMERA	REPAIR CAMERA CHARGER	POLICE INVESTIGATION	491.38
74502	KESSELINGS	AMMO	POLICE TRAINING-FIREARMS	2,295.80
74503	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	70.00
	KLEMENTSEN, TORY		RECREATION SERVICES	115.50
	KLEMENTSEN, TORY		RECREATION SERVICES	140.00
	KLEMENTSEN, TORY		RECREATION SERVICES	472.50
	KLEMENTSEN, TORY		RECREATION SERVICES	1,350.00
74504	KUNG FU 4 KIDS		RECREATION SERVICES	872.20
74505	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
74506	LANGUAGE EXCHANGE		COURTS	1,962.50
74507	LEARY, KEITH	JURY DUTY	COURTS	13.76
74508	LES SCHWAB TIRE CTR	SERVICE CALL	EQUIPMENT RENTAL	37.74
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	155.74
74509	LOVE, KATHERINE	JURY DUTY	COURTS	14.40
74510	LOWES HIW INC	MISC. HOSES	WATER DIST MAINS	12.32
74511	MANNON, ROSEANNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74512	MARTINEZ, NELSON		GENERAL FUND	100.00
74513	MARYSVILLE PRINTING	THANK YOU CARDS	POLICE ADMINISTRATION	65.75
	MARYSVILLE PRINTING	IN CUSTODY FORMS	DETENTION & CORRECTION	76.02
	MARYSVILLE PRINTING	WINDOW ENVELOPES	FINANCE-GENL	234.58
74514	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	111.69
	MARYSVILLE, CITY OF	WTR-6915 ARMAR RD IRR	PARK & RECREATION FAC	162.08
	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	176.14
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	236.02
	MARYSVILLE, CITY OF	WTR/SWR-5315 64TH ST NE	PARK & RECREATION FAC	240.34
	MARYSVILLE, CITY OF	WTR/SWR-6915 ARMAR RD	PARK & RECREATION FAC	393.10
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6120 GROVE ST	LIBRARY-GENL	734.08
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6915 ARMAR RD	PARK & RECREATION FAC	2,055.94
74515	MASTRI, BOBBI	REFUND	PARKS-RECREATION	60.00
74516	MATERIALS TESTING &	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUCT	1,772.75
74517	MCKINNEY, WALTER	LEOFF1 REIMBURSEMENT	POLICE ADMINISTRATION	989.60
74518	MERTES, KARA	JURY DUTY	COURTS	11.10
74519	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	604.80
74520	MIRANDA, TONYA	HOLIDAY CARDS (5 BOXES)	UTIL ADMIN	65.16
74521	MOODY, RONALD & SAND	UB 760240000001 7305 58TH PL N	WATER/SEWER OPERATION	419.25
74522	MORTON, VISOCHANEA	INTERPRETER SERVICES	COURTS	150.00
	MORTON, VISOCHANEA		COURTS	475.00
74523	MOTOR TRUCKS	BUDD LUG CHECKS	SEWER MAIN COLLECTION	94.74
	MOTOR TRUCKS		STORM DRAINAGE	94.74
74524	MOTOROLA	RADIO REPAIR & MAINT.	POLICE PATROL	5,479.39
74525	MOUNT, HERMAN	LEOFF1 REIMBURSEMENT	POLICE ADMINISTRATION	98.00
74526	NEPTUNE TECHNOLOGY	PRO READ METERS (40)	WATER SERVICE INSTALL	19,319.94
74527	NEXXPOST LLC	SUPPLY PACK - INK CARTRIDGE	CITY CLERK	17.18
	NEXXPOST LLC		EXECUTIVE ADMIN	17.18
	NEXXPOST LLC		FINANCE-GENL	17.18
	NEXXPOST LLC		PERSONNEL ADMINISTRATIO	17.18
	NEXXPOST LLC		UTILITY BILLING	17.18
	NEXXPOST LLC		LEGAL - PROSECUTION	17.18
	NEXXPOST LLC		COMMUNITY DEVELOPMENT-	17.18
	NEXXPOST LLC		ENGR-GENL	17.18

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74527	NEXXPOST LLC	SUPPLY PACK - INK CARTRIDGE	UTIL ADMIN	17.18
	NEXXPOST LLC		POLICE INVESTIGATION	17.18
	NEXXPOST LLC		POLICE PATROL	17.18
	NEXXPOST LLC		OFFICE OPERATIONS	17.18
	NEXXPOST LLC		DETENTION & CORRECTION	17.18
	NEXXPOST LLC		OFFICE OPERATIONS	17.18
	NEXXPOST LLC	INK CARTRIDGE	MUNICIPAL COURTS	250.23
74528	NING, YUAN	REFUND	PARKS-RECREATION	75.00
74529	NORTH COAST ELECTRIC	INCANDESCENT BULBS	SEWER LIFT STATION	5.46
	NORTH COAST ELECTRIC	SCREWDRIVER SET	WASTE WATER TREATMENT	37.04
	NORTH COAST ELECTRIC	CONNECTORS,FITTINGS,BITS	WASTE WATER TREATMENT	57.80
74530	NORTHWESTERN AUTO	VEHICLE REPAIR	POLICE PATROL	857.94
	NORTHWESTERN AUTO		POLICE PATROL	980.12
	NORTHWESTERN AUTO		DRUG ENFORCEMENT	3,502.35
74531	NPEA	REGISTRATION-GOLDMAN	POLICE ADMINISTRATION	100.00
	NPEA	REGISTRATION-KING	POLICE PATROL	100.00
74532	NUNN, SHARON	REFUND	PARKS-RECREATION	60.00
74533	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	18.84
	OFFICE DEPOT		COMPUTER SERVICES	23.36
	OFFICE DEPOT		POLICE INVESTIGATION	35.52
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	37.81
	OFFICE DEPOT		OFFICE OPERATIONS	47.76
	OFFICE DEPOT		MUNICIPAL COURTS	84.62
	OFFICE DEPOT		OFFICE OPERATIONS	99.71
	OFFICE DEPOT		LEGAL-GENL	125.27
	OFFICE DEPOT		POLICE PATROL	126.87
	OFFICE DEPOT		OFFICE OPERATIONS	133.86
	OFFICE DEPOT		POLICE PATROL	166.29
	OFFICE DEPOT		MUNICIPAL COURTS	173.76
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	196.49
	OFFICE DEPOT		OFFICE OPERATIONS	239.37
74534	OFIS COMMUNICATIONS	MAINTENANCE SERVICES	MUNICIPAL COURTS	781.92
74535	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	37.80
	OLASON, MONICA		RECREATION SERVICES	210.00
	OLASON, MONICA		RECREATION SERVICES	270.00
74536	OZOG, CATHY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74537	PARTS STORE, THE	CORE CREDIT	ER&R	-13.03
	PARTS STORE, THE	SWAY BAR FRAME MOUNT BUSHING K	EQUIPMENT RENTAL	23.97
	PARTS STORE, THE	LOWER RADIATOR HEATER/HOSE	EQUIPMENT RENTAL	52.51
	PARTS STORE, THE	REAR BRAKE DRUM/BRAKE SHOE	EQUIPMENT RENTAL	107.56
	PARTS STORE, THE	FILTERS,COOLANT ANTI-FREEZE	ER&R	214.31
	PARTS STORE, THE	FILTERS,BATTERY/CORE DEPOSIT	ER&R	329.57
74538	PATRICKS PRINTING	NOTICE OF CASE SETTINGS	MUNICIPAL COURTS	982.66
74539	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	136.40
	PEACE OF MIND		CITY CLERK	313.10
74540	PETERSHAGEN, GARY	UB 108806000000 8806 47TH DR N	WATER/SEWER OPERATION	70.32
74541	PETRABORG, LYNN	REFUND	PARKS-RECREATION	69.00
74542	PNWS-AWWA	REGISTRATION-FEDERSPIEL	ENGR-GENL	60.00
74543	POWERS, GLENDA	JURY DUTY	COURTS	12.20
74544	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
74545	PUD	ACCT #2024-6103-4	UTIL ADMIN	30.24
	PUD	ACCT #2020-3113-4	PUMPING PLANT	31.75
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	38.82
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	50.02
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	76.45
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	79.39

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74545	PUD	ACCT #2025-2469-0	PUMPING PLANT	96.41
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	115.34
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	116.94
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY FAC-GENL	120.20
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	125.51
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	129.67
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	139.11
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	159.53
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	162.21
	PUD	ACCT # 2035-1961-6	NON-DEPARTMENTAL	252.71
	PUD	ACCT #2011-4725-3	PUMPING PLANT	598.64
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	619.01
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	653.13
	PUD	ACCT #2012-4769-9	STREET LIGHTING	780.20
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	839.93
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	994.91
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	1,011.29
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,337.17
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,005.69
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,199.04
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	3,280.86
	PUD	ACCT.# 2020-0499-0	LIBRARY-GENL	4,844.61
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	6,606.05
	PUD	ACCT. # 2014-2063-5	WASTE WATER TREATMENT	10,916.94
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	16,914.12
74546	RENTAL MANAGEMENT CO	UB 751625059103 5312 73RD AVE	WATER/SEWER OPERATION	153.34
74547	ROLLINGS, ALISON	JURY DUTY	COURTS	13.74
74548	ROY ROBINSON	AIR BAG CLOCK SPRING	EQUIPMENT RENTAL	191.57
74549	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	740.00
74550	RV & MARINE SUPPLY	AQUA CHEM (36 BOTTLES)	ER&R	84.71
74551	SCHLOSSER, JERRENE	REFUND	PARKS-RECREATION	10.00
	SCHLOSSER, JERRENE		PARKS-RECREATION	50.00
74552	SCHROEDER, LYNN	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	20.02
74553	SCRIPTLOGIC CORP	HELP DESK SOFTWARE L&M	COMPUTER SERVICES	1,957.65
74554	SHERMAN, PEGGY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74555	SICADE, CHARLENE	JURY DUTY	COURTS	16.38
74556	SMITH, RAYMOND W	UB 673290000000 5017 103RD PL	WATER/SEWER OPERATION	20.90
74557	SMYTH, STACIA	JURY DUTY	COURTS	13.30
74558	SNO CO PUBLIC WORKS	DIAGNOSE FUEL CONTAMINATION	EQUIPMENT RENTAL	2,155.42
74559	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	206.10
74560	SOUND SAFETY	CHALLENGER JACKET	ER&R	59.30
	SOUND SAFETY	BOOTS/JEANS-SNOOK	COMMUNITY DEVELOPMENT-	247.68
	SOUND SAFETY	FLEECE HATS W/CITY LOGO	ER&R	259.34
	SOUND SAFETY	JACKETS	ER&R	399.33
74561	STATE PATROL	FINGERPRINTING SERVICES	COMMUNITY DEVELOPMENT-	52.00
	STATE PATROL		GENERAL FUND	404.25
74562	STATE PATROL	ACCESS USER FEE	COMMUNICATION CENTER	534.00
74563	STRATTON, RONALD D	REPAIR SERVICE & PARTS	STORM DRAINAGE	501.46
74564	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	73.50
74565	SUMMIT LAW GROUP, LL	LEGAL SERVICES	PERSONNEL ADMINISTRATIO	4,537.96
74566	TARPLEY, CAROLINE	REFUND	PARKS-RECREATION	70.00
	TARPLEY, CAROLINE		PARKS-RECREATION	85.00
74567	TEREX UTILITES WEST	REPAIRS/PARTS-CRANE #544	STORM DRAINAGE	970.23
	TEREX UTILITES WEST		WASTE WATER TREATMENT	2,910.68
74568	TORGERSON, LAURA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74569	TOURISM BUREAU		GENERAL FUND	100.00
74570	TOWERS, LORRIE	REPAIR REIMBURSEMENT	MUNICIPAL COURTS	23.89

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74571	TREMAINE, MARIA	INTERPRETER SERVICES	COURTS	103.85
74572	TROUPE, MICHAEL	JURY DUTY	COURTS	15.72
74573	TULALIP CHAMBER TULALIP CHAMBER	BBH MEETING (3)	CITY COUNCIL	23.00
74574	TULALIP TRIBAL COURT	BAIL POSTED	EXECUTIVE ADMIN	46.00
74575	TYLER TECHNOLOGIES TYLER TECHNOLOGIES	PAYROLL CHECK STOCK 1099 & W-2 FORMS	GENERAL FUND	500.00
74576	UNITED PARCEL SERVIC	SHIPPING EXPENSE	FINANCE-GENL	166.52
74577	USA BLUEBOOK	FIRE HYDRANT OIL	FINANCE-GENL	221.94
74578	UW - CCER	RENTAL DEPOSIT REFUND	POLICE PATROL	151.48
74579	VERIZON/FRONTIER VERIZON/FRONTIER VERIZON/FRONTIER VERIZON/FRONTIER	ACCT# 03 0275 1054427570 10 ACCT #109471572710 ACCT #102857559902	WATER DIST MAINS	432.02
74580	WEBCHECK	WEBCHECK SERVICES NOV.2011	GENERAL FUND	100.00
74581	WEST PAYMENT CENTER	WA COURT RULES	EXECUTIVE ADMIN	23.30
74582	WESTERN FACILITIES	JANITORIAL SUPPLIES	POLICE INVESTIGATION	60.01
74583	WHITE, DAVE	UNIFORM REIMBURSEMENT	RECREATION SERVICES	79.56
74584	WHITFIELDS UNITED	BOND RENEWAL-TOWERS	LIBRARY-GENL	105.21
74585	WINCHELL, ROBERT	JURY DUTY	UTILITY BILLING	495.00
74586	WISEMAN, JANETTE WISEMAN, JANETTE WISEMAN, JANETTE WISEMAN, JANETTE WISEMAN, JANETTE	INSTRUCTOR SERVICES	LEGAL - PROSECUTION	141.18
74587	YOON, DAWN	RENTAL DEPOSIT REFUND	DETENTION & CORRECTION	480.42
74588	YOUNG, MARIA LOURDES	INTERPRETER SERVICES	YOUTH SERVICES	71.80
74589	ZAK, NAKAKO O	UB 983705730000 3705 73RD DR N	MUNICIPAL COURTS	100.00
74590	ZENON ENVIRONMENTAL ZENON ENVIRONMENTAL	SOLENOID,PAD MOUNTED	COURTS	12.64
			RECREATION SERVICES	6.00
			RECREATION SERVICES	30.00
			RECREATION SERVICES	30.00
			RECREATION SERVICES	108.00
			RECREATION SERVICES	426.00
			GENERAL FUND	100.00
			COURTS	416.80
			WATER/SEWER OPERATION	86.58
			WATER/SEWER OPERATION	-19.84
			WATER FILTRATION PLANT	250.50

WARRANT TOTAL: 300,474.49

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 9, 2012

AGENDA ITEM: Agreement with Securus Technologies for inmate telephone services	AGENDA SECTION:
PREPARED BY: Ralph Krusey, Support Commander 	AGENDA NUMBER:
ATTACHMENTS: Services Agreement	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

Marysville Police Department is requesting City Council authorize the Mayor to sign an agreement with Securus Technologies for inmate telephone services. There is no cost for the City of Marysville associated to this agreement. Marysville currently has a contact with Securus Technologies that is expiring. The new contract will increase the compensation to the City by 27%, provide the Police Department with a \$7,500 Technology Grant for jail use. The length of the agreement is 36 months, and may be extended thereafter by mutual agreement.

City Attorney Grant Weed's office has reviewed the agreement as to form. The Police Department is requesting City Council authorize the Mayor to sign the agreement.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the agreement with Securus Technologies.
COUNCIL ACTION:



Master Services Agreement
Marysville Police Department (WA)
A000013

This Master Services Agreement (this "Agreement") is by and between the City of Marysville ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the later of November 13, 2011 or the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 36 months after the Effective Date. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality

Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality. The parties agree that this Agreement is a public record subject to disclosure under the Public Records Act RCW 42.56. Both parties acknowledge and agree that pursuant to this Agreement valuable marketing and technical information as well as personal information of a confidential nature may be disclosed by Provider and Customer; that such information shall be retained by each party in confidence; however, the event of a Public Records Request, prior to any disclosure the Customer will provide at least 7 calendar days, written 3rd party notice to Provider, whereby the Provider can choose whether the Provider will file for a court order to prevent or limit disclosure under the Public Records Act, or if applicable any other court action. NOTE: Customer is subject to Public Disclosure laws, and dealings with the City and confidentiality covenants must qualify under this law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance,

failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> City of Marysville</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><u>Customer's Notice Address:</u></p> <p>1635 Grove Street Marysville, WA 98270</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: _____</p> <p><u>Provider's Notice Address:</u></p> <p>14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel</p> <p>Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u></p> <p>14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Marysville Police Department (WA)

A000013

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and the City of Marysville ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on Gross Revenues we earn through the completion of collect calls placed from the Facilities as specified in the chart below. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider.

Signing Bonus. Within 90 days of the Effective Date, we will pay you a one-time signing bonus of \$7,500.00. If Customer terminates the Agreement for any reason before the end of the Initial Term, Customer will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. Customer acknowledges and understands that the signing bonus is one-time payment, not a recurring or annual payment.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Marysville Police Department 1635 Grove Street Marysville, WA 98270	SCP	45%	Gross Revenues	Same

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS(S)*.

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event

as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user

payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ Program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open and in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay Program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™ Text2Connect™, previously known as First Call Connect 2 ("FCC2"), is a program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of Voice Biometrics™ is requested by the Customer, a per call service charge of \$0.25 applies to intrastate calls and a per call service charge of \$0.40 applies to all interstate and international calls. The per call service charges are non-commissionable pass-through fees, and are in addition to the call rates and all applicable message charges, operator assistance service charges, and other miscellaneous service charges.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Exhibit A: Customer Statement of Work

Marysville Police Department (WA)

A000013

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and the City of Marysville ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 2 VPM sets, and storage for 180 days. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> City of Marysville</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 9, 2012

AGENDA ITEM: Amending Personnel Rules regarding Civic and Service Organizations	AGENDA SECTION: New Business	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Original Civic and Service Organizations Policy Amendment of Civic and Service Organizations Policy	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT: N/A	

After a recent review of the City’s policy regarding civic and service organizations with the State Auditor’s office Budgeting, Accounting, and Reporting (BARs) manual it was determined that our current policy required updating.

The proposed amendment provides more clarity regarding eligibility and administration of the policy for involvement in civic and service organizations.

The City’s involvement in civic and service organizations over the past years has benefited the City greatly by providing an additional connection to the community.

RECOMMENDED ACTION: Authorize the amendment to the personnel rules regarding civic and service organizations.
COUNCIL ACTION:

**Membership in Civic and Service Organizations
Evaluation, Training, and Development
City of Marysville Personnel Policies
Effective Date: January 2012**

A. General

The City of Marysville encourages its employees to participate in membership and activities of Marysville civic and service organizations.

B. Guidelines

1. Employees are encouraged to seek membership in civic or service organizations where membership will promote the City of Marysville's interests, provide benefit to the community or enhance the City's image and effectiveness in the community.
2. The City Administrative Officer (CAO) and/or the Mayor may identify certain organizations in which it is in the interest of the City to be represented. The CAO and/or the Mayor may designate the employees that will be sponsored for membership. In no case shall the City sponsor more than four employees per organization.
3. Factors normally considered when selecting organizations and employees include:
 - a. The nature and purpose of the club or organization;
 - b. The potential benefit to the City of Marysville; including the enhancement of the employee's leadership skills;
 - c. The cost of membership; and
 - d. The extent to which the City is already represented in the organization.

C. Eligibility

1. Unless otherwise determined by the Mayor or CAO, only the Mayor, CAO, Directors and Police Commanders are eligible for sponsorship under this policy.
2. The CAO or Mayor can make changes to civic and service organization sponsorship at any time. An initial sponsorship does not guarantee continued City sponsorship.
3. Employee must be a member in good standing to be reimbursed for membership.

D. Financial Authorization

1. Employees who are sponsored for membership are eligible for reimbursement of the civic or service organization dues through the reimbursable expense process.
2. Associated costs of membership, including mileage, expenses and time incurred by an employee as a result of their membership such as, committee participation, appointed/volunteer/elected position duties and participation, or time and expenses

incurred as a result of attendance at related meetings such as regional, state, or national conventions, will not be reimbursed or authorized for payment by the City.

3. Any meal expense considered an integral and mandatory portion of the membership may be reimbursed and may be considered a benefit subject to taxation and payroll deduction.
4. Depending upon budget, no more than \$2,500 will be paid to a single organization for organization dues.

E. Expectations of Sponsored Employees

1. Employees sponsored for membership act as representatives of the City of Marysville and are expected to promote the interests of the City.
2. Sponsored members of service clubs are expected to act as information conduits. They will ensure that the appropriate department is notified of issues and questions addressed to them as a city representative.
3. Employees whose civic or service organization dues are paid by the City of Marysville are prohibited from:
 - a. Exerting influence on other employees or officers to provide financial contributions or other support to the civic or service organization;
 - b. Using the civic or service organization as a forum for lobbying in support of or opposition to political or legislative actions; and
 - c. Using the civic or service organization as a forum for promoting endeavors in which the officer or employee may have a direct or indirect financial interest or may acquire a personal benefit or gain.

EVALUATION, TRAINING, AND DEVELOPMENT

EMPLOYEE DEVELOPMENT

The City of Marysville encourages professional development of employees to their fullest potential. The CAO or designee and department directors will establish in-service training programs designed to improve the effectiveness and knowledge of employees in performing their assigned duties. They shall establish training expenditures, maintain records of achievement, and evaluate methods and results of all department-sponsored training.

City-sponsored training required to increase the knowledge, skills, and abilities of employees to perform their jobs shall be arranged during regularly-scheduled work hours whenever possible. Department directors may change employees' regular working hours to accommodate or require attendance at training activities during off-duty hours.

PERFORMANCE EVALUATION

The employee performance evaluation program is designed to provide supervisors and employees an annual opportunity to sit down and discuss employees' accomplishments and positive contributions, as well as identify things they would like to improve, change, or learn. The employee performance evaluation form is both a progress report and statement of mutually agreed-upon goals and action plan to attain the goals; this becomes part of employees' personnel files.

The purpose of performance evaluation is for supervisors and employees to focus on job performance, not the personality of the individual. Supervisors should be aware of employees' job performance throughout the evaluation period and discuss and address performance issues as they arise. Supervisors should not save these concerns to "unload" on employees during the evaluation session.

Supervisors and employees will thoroughly discuss each job evaluation element; employees will provide their input first, followed by the supervisors' input, and discussion between them should be specific and realistic. Mutually agreed-upon goal statements, aimed to enhance the effectiveness and efficiency of the work being performed, is required as part of the performance evaluation. Supervisors complete evaluation forms, both parties sign the document, employees' receive copies of it, and it becomes part of employees' personnel files.

Performance evaluations are not scored, and there is no pass or fail mark. Performance evaluations, however, will be considered in promotions, transfers, merit raises, disciplinary actions, and other personnel actions.

Evaluation sessions should occur in January, or annually in the employee's anniversary month, as determined by department directors. Newly-hired employees should receive a three-month evaluation as well as a six-month evaluation.

TUITION REIMBURSEMENT

The City of Marysville recognizes that additional training and education will improve employees' knowledge and skills, which maintains and improves the quality of service to the public. The tuition reimbursement program provides financial assistance for eligible City employees seeking job-related education and training through a regionally accredited education institution, including colleges, universities, and vocational training institutions.

Regular full- and part-time employees who have completed their orientation periods may be eligible for tuition reimbursement. During the annual budget process, the City will determine the level of tuition reimbursement for college level coursework. Tuition payments will be made only with funds budgeted for such purpose by departments. If there are insufficient funds to fund all requests, applications for reimbursement will be considered based on the needs of the City. All tuition reimbursement requests must be preapproved by department directors and the CAO; situations with extenuating circumstances may be approved by the CAO on a case-by-case basis.

Employees seeking tuition reimbursement must apply to department directors at least 60 days before the funds are needed. Employees are responsible for ensuring that tuition has been properly paid to the educational institution.

Tuition reimbursement requests that meet the following criteria may be approved.

- The education or training is related employees' current positions or to a field which is within a reasonable line of professional progression for employees within the City.
- Paid time cannot be used to participate in education or training under this program, as distinct from mandatory education or training requirements.
- Payment will be made for actual tuition costs only; no City funds will be paid for books, lab fees, or other costs associated with the education or training.
- Reimbursement will be based upon actual cost as verifiable by receipt.
- Employees must not be receiving tuition reimbursement from other sources.
- Courses must be taken at times that will not interfere with the employees' regular duties and responsibilities with the City, and study assignments must be completed outside employees' working hours.
- Employee must receive a grade of "C" or better, or a grade of "passing" in a pass/fail class, within three weeks of completing the course.

Tuition reimbursement payments are loans that must be repaid to the City by employees who separate from employment with the City for any reason other than layoff or permanent disability resulting from an on-the-job injury prior to 24 months after completion of the reimbursed education or training. Employees are required to agree, in writing, to repay reimbursement payments in such circumstances, as a condition of receiving tuition reimbursement.

PARTICIPATION IN COMMUNITY CLUBS AND SERVICE ORGANIZATIONS

It is in the public's interest to have City employees actively and visibly participating in clubs and organizations dedicated to public service within the greater Marysville community. All City employees are encouraged to join such clubs and organizations. Attendance at meetings and functions of such clubs and organizations may be allowed during working hours, with prior approval from the CAO. The City may pay for some membership costs and expenses.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 3, 2012

AGENDA ITEM: Contract Agreement with Waste Management Washington, Inc. for Curbside-Collected Recyclables and Curbside-Collected Recyclables, Yard Waste and Commercial Collection, Processing, Marketing and Disposal Services.	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Proposed Contract.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed contract would effect a contract extension with Waste Management Washington, Inc for Curbside-Collected Recyclables and Curbside-Collected Recyclables, Yard Waste and Commercial Collection, Processing, Marketing and Disposal Services. The City of Marysville currently contracts with Waste Management NW for disposal services throughout the City of Marysville. The proposed contract incorporates two prior extensions as well as this proposed third extension into an updated contract. The highlights of this contract revision are:

- 1) A 9 year, plus 2 year option extension of contract services with Waste Management Washington, Inc.
- 2) A rate lock based on current rates with the exception of annual CPI increases to City of Marysville customers.
- 3) A franchise fee of 15%, based on gross receipts collected by the City of Marysville for contract services per section 3.1 of the agreement. (The old agreement provided for a flat franchise fee of \$40,000 plus annual CPI increase.)
- 4) Provides for increased insurance and bond provisions.

Waste Management has recently relocated local services to a Marysville regional service yard located on State Avenue, south of 136th Street NE. Staff believes this will provide improved services for Marysville customers during the contract extension period and allow for greater coordination of waste collection services with the City of Marysville.

RECOMMENDED ACTION: Approve and authorize Mayor to sign Waste Management contract.
COUNCIL ACTION:

CONTRACT

CITY OF MARYSVILLE

AGREEMENT WITH

WASTE MANAGEMENT WASHINGTON, INC.

FOR

CURBSIDE-COLLECTED RECYCLABLES

AND

CURBSIDE-COLLECTED YARD WASTE, MULTI-FAMILY

AND

COMMERCIAL COLLECTION, PROCESSING, MARKETING

AND

DISPOSAL SERVICES

January _____, 2012

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CITY OF MARYSVILLE

AGREEMENT WITH WASTE MANAGEMENT WASHINGTON, INC.

THIS AGREEMENT is made and entered into as of _____, 2011 by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called "City" and WASTE MANAGEMENT WASHINGTON, INC., hereinafter called "Contractor".

LIST OF DEFINITIONS

Alley	The word "Alley" means public or private way giving access to the rear of lots or buildings.
Apartment House	The term "Apartment House" means a building or portion thereof containing five (5) or more dwelling units.
City	The word "City" means the City of Marysville, Snohomish County, Washington.
Commercial (or Industrial) Customer	The term "Commercial Customer" as used in this Contract means any Apartment House or Business Address generating recyclables on an on-going basis.
Contractor	The word "Contractor" means the one Contracting with the City to collect and market recyclable and/or yard waste materials.
County	The word "County" means Snohomish County, Washington.
Curb or Curbside	On the homeowners' property, within five (5) feet of the public street or alley without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident and convenient to the Contractor's equipment and approved by the City. The term "Detachable Container" means a watertight, all metal container, not less than one cubic yard nor more than eight cubic yards in capacity and equipped with a tight fitting cover.
Drop Box	The term "Drop Box" means an all metal container, with lidded or non-lidded cover, of not less than ten cubic yards, or more than fifty cubic yards in capacity.
Eligible Household	A residence containing not more than four (4) dwelling units and receiving individual unit pickup services.
Hazardous Waste	Means and includes all dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components (RCW 70.105.010).

Industrial Waste	The term “Industrial Waste” as used in this Contract means and includes waste generated as a by-product of manufacturing operations usually consisting of large quantities of paper, cardboard, metal, plastics, scrap lumber and dunnage and other materials incidental to and connected with the manufacturing process and not otherwise included in the definitions of “garbage”, “Hazardous” or “Special Wastes” herein above.
Mixed Paper	Includes the following: Magazines, junk mail, phone books, bond or ledger grade, card board and paper board packaging. (This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic, wax or foil.)
Multiple-Family Unit	The words “Multiple-Family Unit” mean a residence containing five (5) or more dwelling units. Each dwelling within a multiple-family unit will be charged as a “single-family unit” unless all of the containers are placed in one location for pickup. In such case they will be charged at the multi-family recycling rate. Individual multiple-family units must all be on the single-family unit rate or the multi-family recycling rate.
Person	The term “Person” shall mean every person, firm, partnership, association, institution or corporation in the City accumulating recyclables. The term shall also mean the occupant and/or the owner of the premises for which service herein mentioned is rendered.
P.E.T.	Means “Polyethylene Terephthalate”. A recyclable plastic which includes beverage bottles (like 2-liter pop bottles), frozen food boil-in-the-bag pouches and microwave food trays.
Public Works Director	The term “Public Works Director” means an official of the City holding that office, or the designated representative.
Recyclables	Means newspaper, uncoated mixed paper, aluminum, glass and metal food and beverage containers and such other materials that the City and Contractor determine to be recyclable.
Recycling Carts	The term “Recycling Cart(s)” as used in this Contract means a Contractor provided container suitable for household collection, storage and curbside set out of source separated recyclables.
Recycling Container	The term “Recycling Container” as used in this Contract means a Contractor provided container suitable for on-site collection, storage and set out of source separated recyclables at multi-family and commercial locations.
Recycling Coordinator	Means “Recycling Coordinator”, City of Marysville, Snohomish County, Washington, or the designated representative.
Residence	The word “Residence” means a building or portion thereof containing not more than four (4) dwelling units.

Single-Family Unit	The words “Single-Family Unit” mean a residence containing not more than one (1) dwelling unit.
Source Separation	Means the separation of different kinds of solid waste at the place where the waste originates (RCW 70.95.030).
Special Waste	<ol style="list-style-type: none"> a. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings.) b. Articles, equipment and clothing containing or contaminated with poly-chlorinated biphenyl's (PCBs). (Examples are: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBs, etc.) c. “Empty” containers or waste from commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined “empty” according to the criteria specified at 40 C.F.R. 261.7) d. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos-bearing waste insulation materials such as wallboard, wall spray coverings, pipe insulation, etc.) e. Commercial products or chemicals: Out-dated, Off-Specification, Contaminated or Banned. This includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use. f. Residue and debris from cleanup or spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste. g. Medical or infectious by-product waste from a medical practitioner, hospital, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory. h. Animal waste and parts from Slaughterhouses or rendering plants. i. Pumpings from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels.) j. Sludge from a publicly owned sewage treatment plant servicing primarily domestic users (i.e., with no substantial industrial or chemical influent). k. Grease trap wastes from restaurants, or cafeterias not located at industrial facilities. l. Wash water wastes from commercial car washes. (Note: this does not include facilities used for washing the exterior of bulk chemical or waste tank trucks or for washing out the interior of any truck.) m. Wash water wastes from commercial laundries or laundromats. n. Chemical-containing equipment removed from service. (Example: cathode ray tubes, batteries, florescent light tubes, etc.) o. Waste produced from the demolition or dismantling of industrial

process equipment or facilities contaminated with chemicals from the process.

- p. Closed cartridge filters from dry-cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)

Street The word "Street" means a public or private way, other than "alleys" used for public travel.

White Goods The term "White Goods" as used in this Contract means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.

Yard Wastes Includes leaves, grass, prunings and clippings of woody as well as fleshy plants. Materials larger than four (4) inches in diameter and three (3) feet in length shall not be considered yard waste. (Does not include dirt, rocks, sod and such items as pumpkins and apples.) Christmas trees will be considered for collection as yard waste provided they have been cut and bundled by the resident. (Maximum length three (3) feet.)

Yard Waste Cart The term "Yard Waste Cart" as used in this Contract means a City-approved, Contractor-provided, 90-gallon, wheeled, lidded, plastic toter-type container for the purposes of collecting yard wastes.

RECITALS

WHEREAS, City and Contractor are parties to an existing Contract for curbside collected recyclables, curbside collected yard waste, and commercial collection, processing, marketing and disposal services, which existing Contract as extended is set to expire on August 29, 2012; and

WHEREAS, City and Contractor also are parties to a Recycling Collection and Disposal Franchise Agreement dated June 14, 2004 (the "Franchise"); and

WHEREAS, it has been determined by the City Council of the City of Marysville that a new Contract for collection of all Residential Curbside-Collected Recyclables and Curbside-Collected Yard Waste, Multi-Family/Multi-Material and Yard Waste Collection, and Commercial, Multi-Material Recycling, Processing, Marketing and Disposal Services shall be granted for a nine year period with an option by the City of Marysville to extend the Contract for one (1) two (2) year extension on the same terms and conditions, including compensation ; and

WHEREAS, Contractor represents that it has the experience, resources and expertise necessary to perform such services;

NOW, THEREFORE, City and Contractor do hereby agree as follows:

AGREEMENT

SECTION 1. TERM OF AGREEMENT AND IMPLEMENTATION OF SERVICE

1.1 The term of the Contract shall commence on August 30, 2012 and end on August 29, 2021, unless extended at the option of the City for two additional years. During the said term, Contractor

hereby agrees and covenants for the considerations stated herein, to provide recycling in the City of Marysville, including all work incidental thereto, in accordance with the specific terms and for the considerations set forth in the following specific documents, all of which are specifically incorporated into this Contract and made a part hereof.

1.2 Contractor hereby agrees that the performance of its duties hereunder shall be consistent with and in accordance with Chapter 7.08 of the Marysville Municipal Code and any amendments thereto; provided, however, that no additional duties shall be imposed unilaterally upon Contractor by amendments to said chapter made after the date of this Contract which would increase Contractor's costs of doing business without appropriate modifications to the Contractor's approved rate.

The City specifically reserves the right to enact general ordinances affecting all businesses in the City of Marysville which will affect the Contractor.

1.3 This Contract shall not take effect or be in force until the Contractor's performance bond is approved by the City Attorney and filed with the City Clerk of the City.

SECTION 2. SCOPE OF SERVICES

2.1 GENERAL OPERATING STANDARDS

2.1.1 Collection Right

The Contractor has the right, consistent with the Franchise, to collect and haul on the City streets all residential, multi-family and commercial collected recyclables and residential and multi-family collected yard waste generated in the City. When asked by the Contractor, the City will use its best efforts to protect this right of the Contractor.

2.1.2 Supervision

The work embraced in these specifications and subsequent contract(s) shall be under the supervision of the City Public Works Director or duly authorized representative.

2.1.3 Annexation

When additional areas are added to the City through annexation, and upon the City starting garbage service to said area the Contractor shall, upon thirty (30) days written notice, make collections in such annexed areas in accordance with all provisions of these specifications and at the rates then in effect in the City. Contractor expressly waives its rights to claim any compensation at a rate higher than in effect within the City for annexed properties.

2.1.4 Company Name

The Contractor shall not use a firm name containing the words "City of Marysville" or any words implying municipal ownership.

2.1.5 Permits

The Contractor shall take out and pay for permits or licenses required by the City and any other governmental authorities, which may be required under this Contract. If the Contractor does not obtain

all required permits and licenses in a reasonable amount of time from notification by the City, as determined by the City, the City shall withhold payment to the Contractor until such permits are obtained.

2.1.6 Safeguarding Public Facilities

The Contractor shall be obligated to protect all public and private utilities whether located on public or private property. If such utilities are damaged by reason of the Contractor's operations, the Contractor shall repair or replace same, or failing to do so promptly as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor, or alternatively the City may deduct such costs from the payment due the Contractor. The City shall not be liable for any damage to property or person caused by Contractor.

2.1.7 Illegal Weights

The Contractor shall not be required to haul detachable containers or drop boxes, or any loads which are filled to a weight which exceeds the legal weight limit for the trucks provided by the Contractor. The Contractor may, at its option, request the customer to remove the excess weight or, if the customer refuses, the Contractor may remove the excess weight and charge the cost of removal to the customer. In the event a customer refuses to remove the excess weight or protests the Contractor's actions, The Contractor shall notify the City immediately and the City will attempt to negotiate a reasonable solution to the disagreement.

2.1.8 Extension of Contract

Contractor agrees and covenants to continue the Curbside Collection Services beyond the termination date of the Contract, at the option of the City only, for a period of one additional two (2) year term upon the same terms and conditions, including compensation, as contained in this Contract.

2.1.9 Affirmative Action Program and Human Rights

Contractor shall comply with all affirmative action and human rights laws, policies and programs as provided by the laws of the State of Washington, as well as compliance with all other valid and applicable laws pertaining to employment practices, employee treatment and Public Contracts.

2.1.10 Liability Insurance and Indemnity

A. Insurance

Contractor shall procure and maintain for the duration of the Contract insurance for claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for Contract termination under Section 4.1.

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

i. Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following of the types described:

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.

(2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Contractor's Pollution Liability Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.

(5) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability – Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

ii. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Contractors Pollution Liability. The Pollution Legal Liability shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims made basis.

iii. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to

negotiate with Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

iv. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Contractor's Pollution Liability coverage

(1) The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

(2) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

v. Acceptability of Insurers

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

VIII.

vi. Verification of Coverage

The Contractor shall furnish the City with original certificates including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor within ten (10) days of the date of this Extension No. 3 Agreement.

vii. Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

viii. Accord Form

The policy shall be endorsed to provide the following revised language at the bottom of the Accord Form:

Replace:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall endeavor to mail thirty (30) days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.”

With the following:

“Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the issuing company shall mail thirty (30) calendar days prior written notice to the below named Certificate holder and Additional Insured, the City of Marysville, be certified mail.”

B. Indemnification

i. Indemnity and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney’s fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor’s exercise of duties, rights and privileges granted by the Contract, provided, however, that the Contractor’s obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall only apply to the extent of the Contractor’s negligence of willful acts or omissions.

ii. Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under terms acceptable to the City to defend the City, its officers, employees, agents and servants against any claim in any way connected with the events described in B i above. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of the counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under Section B i and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

iii. Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, its elected officials, officers, employees, volunteers, agents and representatives, the Contractor agrees to waive the Contractor’s immunity under industrial insurance, Title 51, RCW, for any injury, sickness, or death suffered by the Contractor’s employees that is caused by or arises out of the Contractor’s negligent or willful exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

2.1.11 Performance Bond

Before the Contract between Contractor and the City shall be valid or binding against the City, the Contractor shall furnish unto the City a proper performance bond to be approved by the City,

conditioned that the Contractor shall faithfully perform all the provisions and terms of the Contract and related documents and pay all laborers, mechanics and subcontractors, and all persons who shall supply such Contractor with provisions and supplies for the carrying on of such work. The bond shall be signed by the Contractor and two or more good and sufficient sureties, or with a Surety Company. Said bond shall at all times be kept in full force and effect during the term of the Contract and any renewal and extension thereof and shall be in the amount of five hundred thousand dollars (\$500,000.00).

2.1.12 Liquidated Damages for Certain Types of Breach of Services

Because a breach of the services provided for within the Contract would cause serious and substantial damage to the City and its residents, and the nature of the Contract would render it impractical or extremely difficult to fix the actual damage sustained by the City by such breach, the Contractor shall agree that in the case of breach of service the City may elect to collect liquidated damages for each such breach and the Contractor will pay to the City as liquidated damages and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

Failure to collect misses within twenty-four (24) hours of notification to Contractor.	\$25.00 each not to exceed thirty (30) complaints per truck per day, or actual City Collection costs, if greater.
Repetition of complaints on a route after notification including, but not limited to, not replacing recyclable bins or detachable containers in designated locations, spilling, not closing gates, crossing planted areas, or similar violations.	\$25.00 each not to exceed thirty (30) complaints per truck per day.
Commencement of residential collection prior to 6:00 a.m. or after 10:00 p.m. Also applies in other areas within 300 feet of residential sections.	\$100.00 per incident (each truck on each route is a separate incident).
Failure to collect spillage consistent with the provisions of this Contract.	\$25.00 per incident.
Collection from residential premises on other than the day specified without appropriate notice as specified in this Contract.	\$25.00 per structure, to a maximum of \$750.00 per truck, per day.
Failure to collect within twenty-four (24) hours after notification of a missed collection of an entire block segment of 1-4 unit residences. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction).	\$150.00 per block segment.
Collection of material set out for pick up under different collection program, if clearly marked for recycling or charitable purposes if self-evident.	\$25.00 per incident, up to a maximum of \$750.00 per truck per day.
Failure to deliver recyclable materials or yard waste containers within seven (7) business days of notice.	\$10.00 per container, per day.

Misrepresentation by Contractor of records.	\$250.00 per incident report.
Failure to clean or replace detachable containers within seven (7) business days of notification by City.	\$25.00 per container per day.
Failure to maintain clean and sanitary cleaning facilities and vehicles.	\$25.00 per vehicle and \$100.00 per visit.
Landfilling uncontaminated recyclables or yard waste.	\$100.00 per ton with no maximum; minimum of \$100.00 per incident.

Fines may be levied if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract terms. For multiple or continuous violations not falling within the previous sections, the City may assess a fine of up to one thousand dollars (\$1,000.00) per day or per individual incident. Any fine may be appealed by the Contractor to the City Council whose decision in the matter will be final.

Such liquidated damages as the City shall elect to collect shall be deducted from the next monthly payment made to the Contractor.

2.1.13 Disagreements

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount of work to be paid for under this Contract shall be subject to the following dispute resolution process:

- A. When a dispute or question arises, the Public Works Director of the City and the Operations Manager of the Contractor shall confer in an effort to resolve the dispute or question.
- B. If the Public Works Director of the City and Operations Manager of the Contractor cannot resolve the dispute or question, then the City Chief Administrative Officer of the City and the General Manager for Waste Management shall confer a sufficient number of times as is necessary to either resolve the dispute or question, or determine that they are unable to resolve the dispute or question;
- C. If the Chief Administrative Officer of the City and the General Manager of the Contractor cannot resolve the dispute or question then the matter shall be referred to the City Council.

Any disputes or questions not resolved by the City Council shall be resolved under the rules of the American Arbitration Association.

2.1.14 Non-Assignability of Contract

The Contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, nor shall any part thereof be subcontracted, without the written prior consent of the City first having been obtained. The City reserves the right to cancel the Contract at any time in case the Contractor fails or neglects to perform or adhere to any provisions, the conditions or covenants herein contained.

2.1.15 Local Improvements

The City reserves the right to construct any improvement, or to permit any such construction in any street or alley in such manner as the authorities may direct, which may have the effect of preventing the Contractor from traveling the accustomed route or routes for collection. The Contractor shall, however, by whatever method elected and approved by the City, continue to collect the recyclables and yard waste as though no interference existed upon the streets or alleys formerly traversed. This shall be done without extra cost to the City.

2.1.16 Contract Negotiations

Either the City or the Contractor shall retain the right to renegotiate the Contract or negotiate Contract amendments based on policy changes, state statutory changes or rule changes in county, state or federal regulations regarding issues, which materially modify the terms and conditions of the Contract, and evaluate the effects of recycle commodity market prices and/or yard waste tipping fees not more frequently than once per year.

2.1.17 Ownership of Materials

Recyclable Materials and Yard Waste Materials shall pass to the Contractor when the materials are placed at the curbside by the customer for collection by the Contractor.

2.1.18 Anti-Scavenging Ordinance

The City has adopted an anti-scavenging ordinance (MMC 7.08.055) to assure that the recyclables and yard waste materials set out on the curbside are available to the Contractor only.

2.1.19 Contractor to Make Examination

The Contractor shall make his own examination, investigation, and research regarding the proper method of doing the work, and all conditions affecting the work to be done, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself by its own investigation and research regarding all such conditions and that its conclusion to enter into the proposed Contract is based upon such investigation and research regarding all such conditions and that its conclusion to enter into the proposed Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

2.2 COLLECTION

2.2.1 Collection Schedule

Regular curbside recyclables, and yard waste collections from residential dwellings (single family and fourplex) and residentially billed mobile home parks to be picked up once a week, collection to begin no earlier than 6:00 a.m. and terminate no later than 10:00 p.m., Monday through Friday, unless the City authorizes a temporary extension of hours.

Regular recyclable collections from multi-family units, condominiums, apartment houses, commercial and industrial to be picked up as required by volume, but shall not exceed one pick-up per

week. In those areas where the above establishments are within three hundred (300) feet of a residential zone, no collection shall be made earlier than 6:00 a.m. and no later than 10:00 p.m.

For any other unforeseen changes in the collection schedule, the Contractor will attempt to notify customers by mail of the revised collection schedule so that notification will arrive at least three (3) days in advance of normal pick-up, or if that is not possible, by newspaper, television, can tags, door hangers or any combination thereof.

If the Contractor wishes to change the route, or day, or time of collection except where provisions exist in this Contract for holidays, other special occasions and weather-related delays, Contractor shall notify the City in writing 30 days prior to date of the intended changes and the reasons therefore, but in no event shall the changes be accomplished until permission therefore is given in writing by the City and notices have been sent to all affected customers fourteen (14) days prior to change. The City shall not unduly withhold permission to make routing changes.

2.2.2 Holidays

When the day of collection is on, or preceding a legal holiday, the Contractor may reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor cannot collect residential Recyclables or Yard Waste earlier than the regular collection day due to a holiday. Commercial collections can be made one day early only with consent of the commercial customer and approval of the City.

Contractor shall annually designate which holidays it will observe and indicate the schedule which it will be working when the holiday falls on a regular collection day. The Contractor shall provide the City, by November 1 of each year, an annual calendar showing the holiday collection schedule which will be used for the following year.

2.2.3 Inclement Weather and Special Make-up Collections

When the City and the Contractor, by mutual consent determine that an inclement weather condition exists which may prevent the Contractor from making a regular collection, the Contractor shall make collection on the next regularly scheduled collection day. When service is resumed, the collector shall take bags, boxes, and other secure wrappers and shall empty temporary receptacles that customers have used when the regular carts and containers have been filled.

Adequate provisions shall be made by the Contractor to provide special make-up collections when recyclables and yard wastes have not been collected during the regularly scheduled trip. Special pick-ups for missed collections shall be made by the Contractor when ordered by the City Public Works Director or his/her designee at no cost to the City or the occupant. If the Contractor fails to provide a special pick-up within (24) hours of notification by the City, the City Public Works Director or his designee may cause the collection to be done by City Forces. The actual direct or in-direct cost for each such pick-up shall be billed to the Contractor, or alternatively, the City may deduct such cost from the payment due the Contractor. To the extent that regular service schedules are interrupted by snow, ice and other weather conditions, an approved special collection schedule shall be developed and implemented as soon as conditions allow.

2.2.4 Customer Cleanup

Contractor shall notify City in cases of on-going excessive filling or spillage of waste by customers. The City shall notify said customers and make a reasonable effort to resolve the problem.

2.2.5 Loading

Extra care shall be taken in the loading and transportation of Recyclables and Yard Waste so that none of the material to be collected is left either on private property or on the public right-of-way.

The Contractor shall be responsible for the cleanup of all debris, spilled or tracked on any street, alley private property or public place by any of its employees or equipment. If the Contractor fails to clean up the same within two hours after notice is served by the City or by the customer, the City may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such costs from the payment due the Contractor. All collection vehicles operated by the Contractor in the City shall carry equipment such as a broom and shovel for the purpose of cleaning up spills.

2.2.6 Special Residential Collection Services

Special pick-up services will be provided, as requested by the City, to those households where there are handicapped or elderly people who cannot move their recycling carts or yard waste carts to the curb. Households which are geographically located so as to make moving containers to the curb an unreasonable physical hardship must apply to the City for the special collection services and submit documentation to justify their application. Households which qualify for this service will be determined by the City, based on submitted documentation.

Collection from households with elderly or handicapped persons who have received a waiver from the City shall receive collection services from a location of their convenience as approved by the City and Contractor.

2.2.7 Pilot Project Collections

The Contractor shall cooperate with the City in the development of special pilot projects and in the performance of additional collection services associated with such projects. The Contractor shall negotiate fairly for a reasonable increase in compensation for the performance of such services.

2.3 EQUIPMENT AND FACILITIES

2.3.1 Ownership of Equipment

All vehicles, facilities, equipment and property to be used in the performance of this Contract shall be wholly owned by the Contractor; provided, that leasing or rental agreements may be allowed when approved by the City Public Works Director prior to their execution. All such leasing or rental agreements shall provide that in the event of default of this Contract or of such leasing or rental agreement, the City may, at its option, have the right to take possession of and operate such vehicles and equipment covered by such leasing or rental agreements for the unexpired term of this Contract. Any conditional sales contract, mortgage or other contractual arrangement for financing the purchase of equipment to be utilized under the terms of this Contract shall provide that, in the event of default of any term or provision in the contract or conditional sales agreement, mortgage or other contractual arrangement, that the right to possession and use of such vehicle equipment and facilities may be taken by the City for the unexpired term of this Contract.

2.3.2 Cleaning and Painting of Vehicles and Equipment; location of Container

Collection vehicles shall be painted and numbered and shall have the Contractor's name, telephone number and the number of the vehicle painted or affixed by decals in letters of contrasting color, at least four (4) inches high, on each side of each vehicle, and the number painted or affixed by decals on the rear. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the recycling and yard waste programs. Repainting of all vehicles shall be done not less than every two and a half years, or within thirty (30) days after written notification by the City. All vehicles shall be kept in a clean and sanitary condition, and all collection vehicles shall be steam cleaned, inside and out, at least once a week.

All detachable containers furnished by the Contractor shall be either painted or galvanized, shall display the Contractor's name, telephone number and shall be kept in a clean and sanitary condition. A mutually agreeable location for containers shall be determined by customer and Contractor, except that the City may designate such location at the time of site development approval. The Contractor shall return containers to such locations.

2.3.3 Contractor's Office

The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the City Public Works Director or his designee, provided with telephones and such personnel as may be necessary to take care of complaints, orders for special service, or to receive instruction. This office shall be in operation between the hours of 8:30 a.m. and 4:30 p.m. Responsible management or supervisory personnel shall be accessible at or through the office so as to assure the required Contractual performance. At such times as the office is closed, a recorder shall be in operation.

2.4 EMPLOYEES

All employees shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain employees of the number and skill required constitute a default of the Contract.

Whenever the Contractor's designated representative is not available, pick-up orders may be given by the City Public Works Director or his designee to the Contractor's representative, as indicated by the Contractor. The Contractor will provide the names and home telephone numbers of three individuals who may be contacted in the Contractor's representative's absence.

The Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible.

Employees, in collection recyclables and yard waste shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty containers. Employees shall not trespass or loiter, cross property to adjoining premises, or meddle with property which does not concern them.

The employees shall also tightly close all gates opened by them. All employees shall wear clean apparel.

If any person employed to perform collection work by the Contractor is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City will document the unsatisfactory conduct in writing and transmit same to the Contractor within six (6) working days of the incident with a

demand that such unsatisfactory action be corrected. If the unsatisfactory action is repeated, the City may demand that the person be removed for all performance of additional work under this Contract. Any such demand must be made in writing within six (6) working days of the misconduct on which it is based.

2.5 CONTRACTOR TO MAINTAIN ACCURATE RECORDS AND REPORTING REQUIREMENTS

Contractor agrees and covenants to keep at all times accurate and complete records and accounts in writing, including route books indicating the collection from residential, commercial and industrial customers, as dictated by good accounting practices, and allow the City, or its duly authorized representative or agent, reasonable and adequate access to any and all of said records, data, and accounts, and Contractor shall furnish unto the City, upon its request, accurate copies or duplicates thereof, without charge.

2.6 SPECIAL PROVISIONS FOR COLLECTION OF MULTI-MATERIAL RECYCLABLES

2.6.1 Weekly Collection

The Contractor shall provide once per week curbside collection of the materials separated for recycling listed in Section 2.6.4 on the same day as regular garbage collection to all eligible households. Establishment of garbage collection days shall be given priority; therefore, recyclable collection days must correspond with garbage collections days.

Exception: If mutually agreed upon by the City and Contractor, recyclable collection does not have to occur on the same day as garbage collection.

2.6.2 Recycling Carts

The Contractor shall provide recycling carts. The carts shall be of solid, stackable, nestable 3-bin type or single stream type as directed by City.

All carts shall be in a readily identifiable color to help identify the program, and will have stickers with the type of material to be held in each bin if of the 3-bin type. The plastic materials used in the recycling carts shall be durable, ultraviolet light stabilized, and manufactured using recycled plastic where possible. Carts must be approved by the City.

2.6.3 Bin Ownership, Distribution and Replacement

The Contractor shall provide procurement and distribution services for all recycling carts to all eligible households in the service area. The carts shall be provided throughout the term of the Contract to all new eligible households and on a replacement basis, within seven days' notice by customer to existing households.

As part of the Contractor's distribution services, the Contractor shall use all reasonable efforts to minimize bin loss. The Contractor shall own the carts. At the end of the Contract term all carts, both distributed and undistributed, shall be the property of the Contractor.

Replacement of the carts shall be made on the following basis:

- Replacement necessitated by bin damage due to Contractor negligence shall be made at the Contractor's expense.
- Replacement necessitated by bin damage due to customer negligence shall be at the customer's expense. Such replacement shall be noted and billed to the City, which will include the costs in the customer's billing.

The City may make exceptions to these conditions and approve any replacements to be at the City's expense.

2.6.4 Materials

The Contractor shall initially provide the collection of the following household separated materials: 1) Newspapers; 2) Uncoated mixed paper; 3) P.E.T., Glass, Aluminum and other Metal Food and Beverage Containers; 4) yard wastes; and 5) when authorized, certain agreed upon food wastes. The Contractor shall also collect other materials that the City and Contractor determine to be recyclable based on a negotiated price between the City and the Contractor for the additional service.

2.6.5 Marketing

The Contractor shall be responsible for the marketing and sale of recyclable materials to market. The Contractor shall not under any circumstances be allowed to dispose of any reasonably uncontaminated collected recyclable materials by landfilling. If the City determines that the Contractor has landfilled collected recyclable materials, appropriate liquidated damages will be assessed as specified in this Contract.

2.6.7 Public Awareness and Education

The Contractor shall provide formal public awareness and education services: 1) as desired by the Contractor and at the Contractor's cost, as approved by the City, or 2) to assist and supplement the City's efforts on an as-requested basis which is anticipated to include: a) a requirement that all personnel in potential contact with customers be knowledgeable about the program and be able to answer questions from the general public; b) the distribution of brochures by Contractor concurrent with distribution of containers; and c) promotional meetings.

2.7 SPECIAL PROVISIONS FOR YARD WASTE COLLECTION SERVICES

2.7.1 Yard Waste Collection Services

The Contractor shall make available curbside yard waste collection services to all eligible households in the City that wish to participate in the yard waste program.

2.7.2 Collection Schedule

The Contractor shall provide weekly curbside collection on the same day as regular garbage collection except as provided in 2.6.1 to all eligible households in the City. Establishment of garbage collection days shall be given priority; therefore, yard waste collection days must correspond with established garbage collection days. Collections will be weekly beginning the third full week of March through the third full week of November. Monthly collection will occur December through February.

2.7.3 Yard Waste Collection Carts

Contractor shall provide yard waste collection carts. The carts shall be of a 90-gallon, wheeled, lidded, plastic toter type. The carts shall be in a color to be specified and approved by the City. The Plastic materials used shall be durable and ultraviolet light stabilized.

2.7.4 Yard Waste Collection Cart Ownership, Distribution and Replacement

The Contractor shall provide procurement and distribution services for all yard waste collection carts to all households indicated in Section 2.7.1 of this Contract. The carts shall be provided to all such households, and throughout the term of the Contract to all new eligible households, and on a replacement basis, within seven days, to existing, participating households.

Carts must be initially distributed Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. and delivered to the households front doors or as nearby as reasonable. As part of the Contractor's distribution services, the Contractor shall use all reasonable efforts to minimize cart loss.

The City shall, at its option, be able to purchase any or all of the carts from the Contractor at the end of the Contract period at the price of \$40.00 per cart.

Replacement of the carts shall be made on the following basis:

- Replacement necessitated by cart damage due to Contractor negligence shall be at the Contractor's expense. Such replacement shall be noted and included in the Contractor's reports to the City.
- Replacement necessitated by cart damage due to customer negligence shall be at the customer's expense. Such replacement shall be noted and billed to the City, which will include the costs in the customer's billing.

The City may make exception to these conditions and approve any replacements to be at the City's expense. Customers may also rent additional carts through the Contractor.

2.7.5 Materials

The Contractor shall provide collection of yard wastes and when authorized food wastes and other organics wastes.

2.7.6 Marketing

The Contractor shall be responsible for the marketing and sale of yard waste materials collected from residential households and multi-family units, and commercial establishments and shall receive all applicable proceeds or expenses therefrom.

2.7.7 Materials Transport

The Contractor shall transport all collected and reasonably uncontaminated yard waste materials to market. The Contractor shall not, under any circumstances, be allowed to dispose of reasonably uncontaminated and collected yard waste materials by landfilling. If the City determines that the Contractor has landfilled collected yard waste materials, appropriate liquidated damages will be assessed as specified in this Contract.

2.8 SPECIAL PROVISIONS FOR COLLECTION FOR MULTI-FAMILY RECYCLABLES

2.8.1 Multi-Family Recyclables Collection Service

The Contractor shall provide regularly scheduled multi-family collection of the materials separated for recycling listed in Section 2.6.4 to all eligible multi-family units. Collection days do not have to correspond with garbage collection days.

2.8.2 Eligible Multi-Family Residences

The Multi-Family Recyclables Program will serve all multi-family complex residences in multi-family complexes that are willing to participate.

It will not be necessary to have owner permission to serve the smaller complexes (4-plex and below) that will be receiving the individual sets of single stream carts. Individual tenants will be able to call the City to order a set.

2.8.3 Multi-Family Complexes Participation

Before the Contractor can establish a collection site, owner permission will be required. Owners will be required to provide:

- Siting of recycling containers (site will be agreed upon by both owner and Contractor)
- Training of custodial staff to support recycling effort
- Assistance to distribute educational materials to tenants
- Monitoring and maintaining the recycling containers and site

Multi-family complexes can become ineligible as a result of high levels of contaminated materials. The Contractor agrees to provide at least three warnings before terminating service.

2.8.4 Recycling Containers, Container Ownership Distribution and Replacement

The Contractor shall provide and retain ownership of recycling containers. Containers will be delivered to multi-family dwellings based on a sign-up system and contingent on proper site for the containers. The Contractor will only be required to supply recycling 3-carts to those complexes that can effectively utilize this system, otherwise single stream carts will be supplied. This will be determined by the Contractor.

Replacement necessitated by recycling container damage due to Contractor negligence shall be made at the Contractor's expense.

Replacement necessitated by recycling container damage due to customer negligence shall be at the customer's expense. Such replacement shall be noted and billed to the City, which will include the costs in the customer's billing.

The City may make exceptions to these conditions and approve any replacements to be at the City's expense.

2.9 SPECIAL PROVISIONS FOR COMMERCIAL RECYCLING

2.9.1 Commercial Recycling Collection Services

The Contractor shall make available Commercial Recycling Collection services to all eligible businesses in the City that wish to participate in the Recycling Program.

2.9.2 Collection Days

Collection from participating businesses shall be made on a regular schedule. Collection days do not have to correspond with garbage collection days.

2.9.3 Eligible Materials

Materials to be collected from eligible businesses include, at a minimum, mixed waste paper from offices, aluminum cans, glass containers, tin cans and P.E.T. from all restaurants and bars, yard waste, and food waste and other organics waste if authorized.

2.9.4 Recycling Containers, Container Ownership, Distribution and Replacement

The Contractor, prior to collection, shall provide City approved recycling containers to each participating business.

Containers shall be sited in accordance with City policies and with consultation from Contractor and Recycling Coordinator.

Replacement necessitated by recycling container damage due to Contractor negligence shall be made at the Contractor's expense.

Replacement necessitated by recycling container damage due to customer negligence shall be at the customer's expense. Such replacement shall be noted and billed to the City, which will include the cost in the customer's billing.

The City may make exception to these conditions and approve any replacement to be at the City's expense.

SECTION 3. COMPENSATION

3.1 COMPENSATION FOR SERVICES

For and in consideration of the services to be performed by Contractor pursuant to this Contract, City agrees to make payments to Contractor as follows:

The rate schedule, for the entire term, including the extension, subject only to CPI adjustment is attached hereto as Exhibit A.

Within four working days after the first of the month, Contractor shall submit itemized invoices to the City of Marysville for services rendered, for prior month's services.

After submittal of such invoices by the 4th working day of the month, the City shall, on or about the 30th day of that month, deliver to the Contractor payments of an amount equal to such invoices, adjustments and/or claims, and also less any sums that have been deducted as provided for in this agreement.

3.2 CPI ADJUSTMENT

The rates and charges for Recycling and Garbage collection set forth in Exhibit A shall be amended annually in September of each year, and shall be increased or decreased at the rate of 100% of the percentage point change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Metropolitan area base year 1982-84 = 100, as prepared by the United States Department of Labor, Bureau of Labor Statistics for the twelve months of the previous calendar year. This clause will become effective on September 1, 2013 and every September thereafter during the life of this Agreement. The base for adjustment shall be the August 2012 and the corresponding August entry for the year of adjustment. In the event the August figure is not available, existing rates and charges will continue until the August rate becomes available, and then an adjusting payment or credit will be made within thirty (30) days after the August figure is available.

The Contractor shall provide written notice by March 1 if Contractor seeks an increase due to CPI adjustment. If the City lacks sufficient funds in its garbage and recycling revenue account necessary to compensate the Contractor for an increase, and if the City is, for any reason beyond its control, unable to generate funds not previously committed in its budget necessary to compensate the Contractor, the City shall notify the Contractor by June 1 following said March notice and the Contractor shall have ninety (90) days following such notice to terminate any or all of this Agreement; provided, however, that if such a situation occurs, the parties may negotiate in good faith to amend this Agreement in any manner to address the funding deficiency.

3.3 NO CHARGE FOR CITY BUILDINGS

Contractor shall not charge the City for any recyclables as listed in 2.6.4 collected from City-owned buildings or premises. City properties may be added or removed during the contract term if purchased or sold by the City.

City Hall, 1049 State Avenue, Acct. #98000100
Jennings Park, 6915 Armar Road, Acct. #98000300
Public Safety Bldg., 1635 Grove Street, Acct. #97021000
Public Works, 80 Columbia Avenue, Acct. 9003000
Library, 6120 Grove Street, Acct. #81031000
Ken Baxter Senior Community Center, 514 Delta Avenue
Municipal Court Building, 1015 State Avenue
Cedarcrest Golf Course

SECTION 4. TERMINATION

4.1 Breach of Default

The City reserves the right to cancel or terminate this Contract at any time in case Contractor fails or neglects to perform or adhere to any provisions, terms or regulations of this Contract or fails to abide by any of the conditions or covenants herein contained. Time is of the essence in the performance of this

Contract. If this Contract results in litigation between the parties, the prevailing party shall be entitled to judgment for court costs and reasonable attorney fees.

4.1.1 Force Majeure

Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, or other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall give the City promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists. The City and Contractor will engage in disaster preparedness planning to address service response in the event of an emergency or Force Majeure in an effort to minimize interruptions in performance under this Agreement.

4.2 Insolvency of Contractor – Termination Agreement

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Contract by Contractor and shall, at the option of City, terminate this Contract.

4.3 Waiver

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 5. NOTICES

All notices required or contemplated by this Agreement shall be personally served or mailed (postage pre-paid and return receipt requested), addressed to the parties as follows:

To City: Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville, WA 98270

To Contractor: General Manager
Waste Management Washington, Inc.
1821 180th Street SE
Bothell, WA 98012

or to such other address as the parties may designate in writing.

SECTION 6. LAW TO GOVERN

This Contract is entered into and is to be performed in the State of Washington. City and Contractor agree that the law of the State of Washington shall govern the rights, obligations, duties and liabilities of the parties of this Contract and shall govern the interpretation of this Contract.

SECTION 7. AMENDMENT

7.1 User Rate Changes

The City reserves the right to amend, change and modify its recyclable rates charged to users from time to time, and to make such adjustments as it may deem necessary in such rates. The payments due the Contractor, however, are not intended to correspond to the rates charged to users.

Except as specified above, this Contract may be modified or amended only by a written agreement duly executed hereto by authorized representatives of the Contractor and the City.

SECTION 8. FRANCHISE FEE

Commencing with the contract year commencing August 30, 2012, and annually for each contract year thereafter (including the extension period) Contractor shall pay to City an annual franchise fee of fifteen percent (15%) of the compensation paid Contractor under Section 3.1 Compensation for Services above. The annual franchise fee shall be paid in two installments, the first payment due on the 15th of July for the months of January through June, and the second payment due on the 15th of January for the months of July through December for each year of the Contract and the two year extension. Said franchise fee shall be prorated for both the first year and final year of the contract period, both of which are partial years.

There shall be no separate franchise fee due under the Franchise.

SECTION 9. DURATION OF FRANCHISE

The term of the Franchise shall be coextensive with the term of this Agreement and shall expire at the same time this Agreement shall terminate.

In the event the area of the Franchise or the service area under this Agreement includes annexed areas where Contractor may have a franchise from the County, Contractor agrees that Contractor, as a result of this Agreement, waives and releases any and all claims to damages or to claim a right to operate for a term longer than this Agreement under RCW 35A.14.900..

SECTION 10. ENTIRETY

This Contract and the Exhibits attached hereto contain the entire Contract between the parties as to the matters contained herein. Any oral representation or modifications concerning this Contract shall be of no force and effect.

SECTION 11. SEVERABILITY

Any provision or part thereof of this Contract held to be unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS THEREOF, the parties have executed this Agreement as of date and year set forth above.

CONTRACTOR: WASTE MANAGEMENT WASHINGTON, INC.

By: _____

(Legibly Printed Name)

Title: _____

CITY OF MARYSVILLE

By: _____

(Legibly Printed Name)

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CITY OF MARYSVILLE

January 1, 2011 RATE INCREASE

Prepared 5-3-2010

RATE SCHEDULE:

RESIDENTIAL SERVICE	CURRENT RATES	Rate Increase Amount for 2010	RATE EFFECTIVE 9/1/2010
Curbside Recycling Service	\$ 4.16	\$ 0.07	\$ 4.23
Curbside Yard Waste Service	\$ 6.56	\$ 0.11	\$ 6.67

CPI INCREASE CALCULATION FOR 9/1/2010	
SEATTLE CPI INDEX FOR December 2008	641.91
SEATTLE CPI INDEX FOR December 2009	655.21
	2.07%
80% of Change in CPI	1.6565%

COMMERCIAL SERVICE	CURRENT RATES	Rate Increase Amount for 2010	RATE EFFECTIVE 9/1/2010
3 bins per unit (monthly charge)	\$ 4.16	\$ 0.07	\$ 4.23
64 gallon Cart (per dump charge)	\$ 3.32	\$ 0.05	\$ 3.37
90 gallon Cart (per dump charge)	\$ 3.80	\$ 0.06	\$ 3.87
1 yd container (per dump charge)	\$ 9.66	\$ 0.16	\$ 9.82
2 yd container (per dump charge)	\$ 13.78	\$ 0.23	\$ 14.01
3 yd container (per dump charge)	\$ 18.27	\$ 0.30	\$ 18.57
4 yd container (per dump charge)	\$ 21.02	\$ 0.35	\$ 21.36
6 yd container (per dump charge)	\$ 25.38	\$ 0.42	\$ 25.80
8 yd container (per dump charge)	\$ 29.23	\$ 0.48	\$ 29.71

MULTI-FAMILY RECYCLING SERVICE	CURRENT RATES	Rate increase amount for 9/1/2010	RATE EFFECTIVE 9/1/2010
* 1 Yard Container	\$ 11.04	\$ 0.18	\$ 11.22
* 1.5 Yard Container	\$ 16.72	\$ 0.28	\$ 16.99
* 2 Yard Container	\$ 22.10	\$ 0.37	\$ 22.46
* 3 Yard Container	\$ 33.14	\$ 0.55	\$ 33.69
* 4 Yard Container	\$ 43.91	\$ 0.73	\$ 44.64
* 6 Yard Container	\$ 65.99	\$ 1.09	\$ 67.08
* 8 Yard Container	\$ 87.80	\$ 1.45	\$ 89.25

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/9/2012

AGENDA ITEM: Amendment to Hartford Deferred Compensation Plan	
PREPARED BY: Kristie Guy, HR Director DEPARTMENT: Human Resources	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Resolution adopting the Hartford Speciman 457(b) Deferred Compensation Plan 2. Hartford Speciman 457(b) Plan Document 3. 457(b) Plan Document Certification Form	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Hartford's 457(b) plan document preparation service conducted a review of the City of Marysville's Deferred Compensation Plan. Required minimum distribution amounts imposed by the IRS in 2009 had not been incorporated into the plan document even though they were administered appropriately. To ensure continued compliance, Section 6.6 *Minimum Distribution Requirements, (f) Special Provision Applicable to 2009 Required Minimum Distributions* of the attached plan document has been updated to reflect how our plan operated in 2009.

The revised plan went into effect December 1, 2011. In order for the plan to be considered in compliance with the Internal Revenue Code section 457(b), and applicable regulations, the plan must be adopted no later than December 31, 2011. The revised plan document was received too late for submittal to City Council at the final meeting on December 12, 2011. Therefore, the Mayor signed the plan document on December 21, 2011 and is being brought to the City Council in January.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize approve and ratify the action of the Mayor's signature on the plan dated December 21, 2011.</p>

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYVILLE AMENDING the Hartford
Deferred Compensation Plan.

WHEREAS, the City of Marysville ("Employer") previously established a Deferred
Compensation Plan ("Plan") to provide employees of the City with retirement benefits,
and

WHEREAS, the Employer desires to amend the Plan no later than December 31, 2011 to
be considered in compliance with the Internal Revenue Code section 457(b), and

WHEREAS, this amendment shall supersede the provisions of the Plan to the extent
those provisions are inconsistent with the provisions of this agreement.

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

1. All provisions pertaining to Section 6.6 *Minimum Distribution Requirements*, are hereby
updated by this resolution to reflect requirements imposed by the IRS.
2. All provisions updating the Hartford Deferred Compensation Plan are hereby effected
December 1, 2011 by this resolution.
3. The City does hereby declare the intention to continue the Plan, but reserves the right to
terminate or amend the Plan at any time.

PASSED by the City Council and APPROVED by the Mayor the _____ day of January 2012.

CITY OF MARYSVILLE

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MARYSVILLE, WASHINGTON DEFERRED COMPENSATION PLAN

Effective Date of This Document December 1, 2011

Neither The Hartford nor any of its employees can provide legal or tax advice in connection with the execution of this specimen document. Prior to execution of this document, you should consult with your legal or tax advisor on whether this document is appropriate for your plan.

GN - 109041
GPLANLVL - CORRSPND

Specimen 457(b) Plan Document
Deferred Compensation Plan
Ver 102011

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457(b) PLAN DOCUMENT
DEFERRED COMPENSATION PLAN

PREAMBLE

Adoption of Plan

The City of Marysville, Washington Deferred Compensation Plan (hereinafter "the Plan"), an eligible deferred compensation plan within the meaning of Section 457(b) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), of a State or local government as described in Code Section 457(e)(1)(A), adopted by City of Marysville, Washington (hereinafter the "Employer") effective December 1, 2011.

Purpose of Plan

The primary purpose of this Plan is to permit Employees of the Employer to enter into an agreement which will provide for deferral of payment of a portion of his or her current compensation until death, retirement, severance from employment, or other event, in accordance with the provisions of the Code Section 457(b), with other applicable provisions of the Code, and in accordance with the General Statutes of the State.

Status of Plan

It is intended that the Plan shall qualify as an eligible deferred compensation plan within the meaning of Code Section 457(b) sponsored by an eligible employer within the meaning of Code Section 457(e)(1)(A), i.e., a State, political subdivision of a State, and agency or instrumentality of a State or political subdivision of a State.

Tax Consequences of Plan

The Employer does not and cannot represent or guarantee that any particular federal or State income, payroll, or other tax consequence will occur by reason of participation in this Plan. A Participant should consult with his or her own counsel or other representative regarding all tax or other consequences of participation in this Plan.

SECTION I DEFINITIONS

1.1 Plan Definitions

For purposes of this Plan, the following words and phrases have the meaning set forth below, unless a different meaning is plainly required by the context:

An "**Account Balance**" means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section VII for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

The "**Administrator**" means the Employer. The term Administrator includes any person or persons, committee, or organization appointed by the Employer to administer the Plan.

An "**Annual Deferral**" means the amount of Compensation deferred in any calendar year.

The "**Beneficiary**" of a Participant means the person or persons (or, if none, the Participant's estate) who is entitled under the provisions of the Plan to receive a distribution in the event the Participant dies before receiving distribution of his or her entire interest under the Plan.

The "**Code**" means the Internal Revenue Code of 1986, as now in effect or as hereafter amended from time to time. Reference to a Code Section includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The "**Compensation**" of a Participant means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, including, as applicable, compensation attributable to services as an independent contractor, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Section II).

Any payments described below made to a Participant after a Severance from Employment shall qualify as Compensation for purposes of the Plan, but only if the payments are made by the later of (a) the end of the calendar year in which the Severance from Employment occurred or (b) within 2 ½ months of such Severance from Employment:

- (a) Payments that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Employer, but only if such payments constitute regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or a shift differential), commissions, bonuses or other similar compensation;
 - (i) Payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and

Any payment that is not described above shall not be considered Compensation if it is paid after the date of the Participant's Severance from Employment, even if it is paid within 2 ½ months of such date. Thus, for example, Compensation does not include severance pay.

For years beginning after December 31, 2008, (a) a Participant receiving a differential wage payment, as defined by Code §3401(h)(2), by reason of qualified military service (within the meaning of Code Section 414(u)), is treated as an Employee of the Employer making the payment and (b) the differential wage payment is treated as Compensation.

An "**Employee**" means each natural person who is employed by the Employer as a common law employee on a full time basis or on a part-time basis and any employee in an elected or appointed position; provided, however, that the term Employee shall not include a leased employee or any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

Any individual who is not treated by the Employer as a common law employee of the Employer shall be excluded from Plan participation even if a court or administrative agency determines that such individual is a common law employee of the Employer, unless the Employer has included the individual in Plan participation as an independent contractor.

An "**Employer**" means the eligible employer (within the meaning of Code Section 457(e)(1)) that has adopted the Plan. In the case of an eligible employer that is an agency or instrumentality of a political subdivision of a State within the meaning of Code Section 457(e)(1)(A), the term Employer shall include any other agency or instrumentality of the same political subdivision that has adopted the Plan.

"**Includible Compensation**" means, with respect to a taxable year, the Participant's compensation as defined in Code Section 415(c)(3) and the regulations thereunder, for services performed for the Employer. The amount of Includible Compensation is determined without regard to any community property laws.

"**Normal Retirement Age**" means age 70 ½, unless the Participant has elected an alternate Normal Retirement Age and delivered such election to the Administrator. Such date shall be no earlier than the earliest date that the Participant will become eligible to retire and receive, under the basic defined benefit pension plan of the Employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit

plan) immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, but not greater than age 70 ½). If a Participant continues employment after attaining age 70 ½, not having previously elected an alternate Normal Retirement Age, the Participant's alternate Normal Retirement Age shall not be later than the mandatory retirement age, if any, established by the Employer, or any age at which the Participant actually has a Severance from Employment if the Employer has no mandatory retirement age. If the Participant will not become eligible to receive benefits under a basic defined benefit pension plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than age 65 and may not be later than age 70 ½.

In the event a Participant is a qualified police or firefighter (as defined under Code Section 415(b)(2)(H)(ii)(I)) Normal Retirement Age means age 70 ½, unless the Participant has elected an alternate Normal Retirement Age and delivered such election to the Administrator. Such date shall be no earlier than the earliest date that the Participant will become eligible to retire and receive, under the basic defined benefit pension plan of the Employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age which may not be earlier than age 40 and may not be later than age 70 ½.

A Participant's Normal Retirement Age must be the same as his or her normal retirement age under any other eligible deferred compensation plan or plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.

The "**Participant**" means an individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

"**Severance from Employment**" means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). Solely for the purpose of determining whether the Participant is entitled to receive a distribution of his or her Account Balance pursuant to Section 6.2, a Participant shall be treated as having been severed from employment during any period the Participant is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days.

The "**State**" means the State that is the Employer or of which the Employer is a political subdivision, and any agency, or instrumentality, including any agency or instrumentality of a political subdivision of the State, or the State in which the Employer is located.

The "**Trust Fund**" means the trust fund created under and subject to a trust agreement or a custodial account or contract described in Code Section 401(f) held on behalf of the Plan.

The "Valuation Date" means each business day.

SECTION II PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility

Each Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Employer.

2.2 Election

An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. This participation election shall be made on the deferral agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. Any such election shall remain in effect until a new election is filed. The Administrator may establish a minimum deferral amount, and may change such minimums from time to time. The deferral agreement shall also include designation of investment funds and a designation of Beneficiary.

- (a) **Special Deferral Election of Sick, Vacation, or Back Pay:** A Participant who has not had a Severance from Employment may authorize a special election to defer accumulated sick pay, accumulated vacation pay, and back pay for any calendar month if an election to defer is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. For this purpose, Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that would otherwise be paid or made available before an Employee has a Severance from Employment. In addition, a Participant who is a former Employee may authorize a special election to defer accumulated sick pay, accumulated vacation pay, and back pay that is paid by the later of 2 ½ months following the date of the Participant's Severance from Employment or the end of the calendar year in which the Severance from Employment occurred, provided that the special election to defer is entered into before the amount is currently available.

2.3 Commencement of Participation

An Employee shall become a Participant as soon as administratively practicable following the date the Employee files an election pursuant to Section 2.2. Such election shall become effective no later than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

2.4 Amendment of Annual Deferral Election

Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

2.5 Information Provided by the Participant

Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code Section 457(b).

2.6 Contributions Made Promptly

Annual Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, or earlier if required by law.

2.7 Employer Contributions

Nothing in this Plan prohibits the Employer from making annual deferrals to the Account Balance of a Participant on a non-elective basis, subject to the Participant's contribution limits in Section III.

- (a) A Participant who becomes disabled while performing qualified military service and cannot therefore return to employment shall nevertheless be treated as having returned to employment as an Employee immediately prior to his or her disability date and shall be entitled to have Employer Contributions made to his or her Account Balance as provided in the preceding paragraph. The Administrator shall determine whether a Participant is disabled on the basis of medical evidence satisfactory to it.

2.8 Leave of Absence

Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.

2.9 Disability

A disabled Participant (as determined by the Administrator) may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

2.10 Protection of Persons Who Serve in a Uniformed Service

An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

A reemployed Employee shall also be entitled to an allocation of any additional Employer Contributions, if applicable, that such Employee would have received under the Plan had the Employee continued to be employed as an eligible Employee during the period of qualified military service. Such restorative Employer Contributions (without interest), if applicable, shall be remitted by the Employer to the Plan on behalf of the Employee within 90 days after the date of the Employee's reemployment or, if later, as of the date the contributions are otherwise due for the year in which the applicable qualified military service was performed.

2.11 Corrective Measures

In the event that an otherwise eligible Employee is erroneously omitted from Plan participation, or an otherwise ineligible individual is erroneously included in the Plan, the Employer shall take such corrective measures as may be permitted by applicable law. Such measures may include, in the case of an erroneously omitted Employee, contributions made by the Employer to the Plan on behalf of such Employee equal to the missed deferral opportunity, subject to the Participant's contribution limits in Section III, and, in the case of an erroneously included individual, a payment by the Employer to such individual of additional compensation in an amount equal to the amount of the individual's elective deferrals under the Plan.

SECTION III
LIMITATIONS ON AMOUNTS DEFERRED

3.1 Basic Annual Limitation

- (a) The maximum amount of the Annual Deferral and, if applicable, Employer Contributions under the Plan for any calendar year shall not exceed the lesser of:
 - (i) The "applicable dollar amount" (as defined in paragraph (b) below); or
 - (ii) The Participant's Includible Compensation for the calendar year.
- (b) The "applicable dollar amount" means the amount established under Code Section 457(e)(15), as indexed, and in accordance with 3.4(a).
- (c) Rollover amounts received by the Plan under Treasury Regulation Section 1.457-10(e) and any plan-to-plan transfer into the Plan made pursuant to Section 7.2 shall not be applied against the Annual Deferral limit.

3.2 Age 50 Catch-up Annual Deferral Contributions

A Participant who will attain age 50 or more by the end of a calendar year is permitted to elect an additional amount of Annual Deferral for the calendar year, up to the maximum age 50 catch-up Annual Deferral limit under §414(v)(2), as indexed.

The amount of the age 50 catch-up Annual Deferral for any calendar year cannot exceed the amount of the Participant's Compensation, reduced by the amount of the elective deferred compensation, or other elective deferrals, made by the Participant under the Plan and in accordance with 3.4(a).

The age 50 catch-up Annual Deferral limit is not available to a Participant for any calendar year for which the Special Section 457 Catch-up Limitation described in Section 3.3 is available and applied.

3.3 Special Section 457 Catch-up Limitation

Notwithstanding the provisions of Sections 3.1 and 3.2, with respect to a year that is one of a Participant's last three (3) calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 3.3 exceeds the amount computed under Sections 3.1 and 3.2, then the Annual Deferral limit under this Section 3.3 shall be the lesser of:

- (a) An amount equal to two (2) times the Section 3.1 Applicable Dollar Amount for such year; or
- (b) The sum of:

- (i) An amount equal to (A) the aggregate Section 3.1 limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus
- (ii) An amount equal to (A) the aggregate limit referred to in Code Section 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to Sections 3.2 and 3.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans (as defined in Section 3.4(c)) made by or on behalf of the Participant for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

3.4 Special Rules

For purposes of this Section III, the following rules shall apply:

- (a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section III. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (b) Pre-Participation Years. In applying Section 3.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.1 or any other plan ceiling required by Code Section 457(b).
- (c) Pre-2002 Coordination Years. For purposes of Section 3.3(b)(ii)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.3(b)(ii)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(b)(2) for that year.

- (d) Disregard Excess Deferral. For purposes of Sections 3.1, 3.2, and 3.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year if excess deferrals under the plan are distributed, as described in Section 3.5. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

3.5 Correction of Excess Deferrals

If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant as soon as administratively practicable after the Administrator determines that the amount is an excess deferral.

SECTION IV INVESTMENT RESPONSIBILITIES

4.1 Investment of Deferred Amount

Each Participant or Beneficiary shall direct the investment of amounts held in his or her Account Balance under the Plan among the investment options of the Trust Fund. The investment of amounts segregated on behalf of an alternate payee pursuant to a Plan approved domestic relations order (as defined under Code Section 414(p)) may be directed by such alternate payee to the extent provided in such order. In the absence of such direction, such amounts shall be invested in the same manner as they were immediately before such segregation was made on account of such order. Each Account Balance shall share in any gains or losses of the investment(s) in which such account is invested.

4.2 Investment Election for Future Contributions

A Participant may amend his or her investment election at such times and by such manner and form as prescribed by the Administrator. Such election will, unless specifically stated otherwise, apply only to future amounts contributed under the Plan.

4.3 Investment Changes for an Existing Account Balance

The Participant, Beneficiary, alternate payee, or Administrator may elect to transfer amounts in his Account Balance among and between those investments available under the Trust Fund at such times and by such manner and form prescribed by the Administrator, subject further to any restrictions or limitations placed on any investment by the Administrator to be uniformly applied to all Participants.

4.4 Investment Responsibility

To the extent that a Participant, Beneficiary, or alternate payee exercises control over the investment of amounts credited to his Account Balance, the Employer, the Administrator, and any other fiduciary of the Plan shall not be liable for any losses that are the direct and necessary result of investment instructions given by a Participant, Beneficiary or an alternate payee.

4.5 Default Investment Fund

The Employer shall maintain a Default Investment Fund which shall be held and administered under the Trust Fund. Any Participant who does not make an investment election on the deferral agreement provided by the Administrator will have his contributions invested in the Default Investment Fund until such time he provides investment direction under sections 4.2 and 4.3. Additionally, a Beneficiary or alternate payee who does not make an investment election will have his Account Balance invested in the Default Investment Fund until such time he provides investment direction under section 4.3. The interest of each Participant, Beneficiary, or alternate payee under the Plan in the Default Investment Fund shall be an undivided interest.

4.6 Statements

The Administrator will cause to be issued statements periodically to reflect the contributions and actual earnings posted to the Account Balances.

**SECTION V
LOANS**

5.1 No Loans

There shall be no loans made to Participants from the Plan.

SECTION VI DISTRIBUTIONS

6.1 Distributions from the Plan

- (a) Earliest Distribution Date. Payments from a Participant's Account Balance shall not be made earlier than:
- (i) the Participant's Severance from Employment pursuant to Section 6.2
 - (ii) the Participant's death pursuant to Section 6.3
 - (iii) Plan termination under Section 10.3
 - (iv) an unforeseeable emergency withdrawal pursuant to Section 6.10(a), if permitted under the Plan
 - (v) a de minimis account balance distribution pursuant to Section 6.10(b), if permitted under the Plan
 - (vi) a rollover account withdrawal pursuant to Section 6.10(c), if permitted under the Plan
 - (vii) attainment of age 70 ½ withdrawal pursuant to Section 6.10(d), if permitted under the Plan
 - (viii) Qualified Military Service Deemed Severance withdrawal pursuant to Section 6.10(e), if permitted under the Plan
 - (ix) Qualified Military Reservist withdrawal pursuant to Section 6.10(f), if permitted under the Plan
 - (x) Qualified Distributions for Retired Public Safety Officers pursuant to Section 6.11, if permitted under the Plan
- (b) Latest Distribution Date. In no event shall any distribution under this Section VI begin later than the Participant's "required beginning date". Such required minimum distributions must be made in accordance with Section 6.6.
- (c) Amount of Account Balance. Except as provided in Section 6.3, the amount of any payment under this Section VI shall be based on the amount of the Account Balance as of the Valuation Date.

6.2 Benefit Distributions Upon Severance from Employment

Upon Severance from Employment (other than due to death), a Participant may elect to commence distribution of benefits at any time after Severance from Employment by filing a

request with the Administrator before the date on which benefits are to commence. However, in no event may distribution of benefits commence later than his or her "required beginning date".

Distributions required to commence under this section shall be made in the form of benefit provided under Section 6.5. Distributions postponed until the Participant's "required beginning date" will be made in a manner that meets the requirements of Section 6.6.

6.3 Distributions on Account of Participant's Death

Upon receipt of satisfactory proof of the Participant's death, the designated Beneficiary may file a request with the Administrator to elect a form of benefit provided under Section 6.5 and made in a manner that meets the requirements of Section 6.6.

- (a) Death of Participant Before Distributions Begin. If the Participant dies before his or her distributions begin, the designated Beneficiary may elect to have distributions to be made (i) in full within 5 years of the Participant's death (5-year rule) or (ii) in installments over the designated Beneficiary's "life expectancy" (life expectancy rule).

If the designated Beneficiary does not make an election by September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death or if the Participant's spouse is the sole designated Beneficiary by December 31 of the year the Participant would have attained age 70 ½.

- (b) Death of Participant On or After Date Distributions Begin. If the Participant dies on or after his or her distributions began, the Participant's Account Balance shall be paid to the Beneficiary at least as rapidly as under the payment option used before the Participant's death.

For purposes of this Section 2.7, a Participant who dies on or after January 1, 2007, while performing qualified military service (as defined in Code Section 414(u)) will be deemed to have resumed employment in accordance with the Participant's reemployment rights under chapter 43 of title 38, United States Code, on the day preceding death and to have terminated employment on the actual date of death for purposes of determining the entitlement of the Participant's survivors to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, in accordance with the provisions of Code Sections 401(a)(37), 414(u)(9), and 457(g)(4).

6.4 Distribution of Small Account Balances Without Participant's Consent

Notwithstanding any other provision of the Plan to the contrary, if the amount of a Participant's or Beneficiary's Account Balance (including the rollover contribution separate account) is not in excess of the amount specified below on the date that payments commence under Section 6.2 or on the date the Administrator is notified of the Participant's death, the Administrator may direct

payment without the Participant's or Beneficiary's consent as soon as practicable following the Participant's retirement, death, or other Severance from Employment.

- (a) The Plan does not provide for distribution of small Account Balances without Participant or Beneficiary consent.

6.5 Forms of Distribution

In an election to commence benefits under Section 6.2, a Participant entitled to a distribution of benefits under this Section VI may elect to receive payment in any of the following forms of distribution:

- (a) a lump sum payment of the Participant's total Account Balance.
- (b) partial distribution of the Participant's Account Balance.
- (c) in a series of installments over a period of years (payable on a monthly, quarterly, semi-annual or annual basis) which extends no longer than the life expectancy of the Participant as permitted under Code Section 401(a)(9).

6.6 Minimum Distribution Requirements

- (a) General Rules.

Notwithstanding anything in this Plan to the contrary, distributions from this Plan shall commence and be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder. Additionally, the requirements of this Section 6.6 will take precedence over any inconsistent provisions of the Plan.

- (b) Time and Manner of Distribution.
 - (i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date".
 - (ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.
 - (B) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), then distributions to the "designated Beneficiaries" will begin by December 31 of the calendar

year immediately following the calendar year in which the Participant died.

- (C) If the Participant's sole "designated Beneficiary" is not the Participant's spouse, then distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (D) If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (E) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary" and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph (b)(ii), other than subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this subparagraph (ii) and paragraph (d), unless subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's "required beginning date". If subsection (b)(ii)(E) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (iii) Death of Participant On or After Distributions Begin. If the Participant dies on or after distributions begin and before depleting his or her Account Balance, distributions must commence to the "designated Beneficiary" by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (iv) Forms of Distribution. Unless the Participant's Account Balance is distributed in the form of an annuity contract or in a lump sum on or before the Participant's "required beginning date", as of the first distribution calendar year, distributions will be made in accordance with paragraphs (c) and (d). If the Participant's interest is distributed in the form of an annuity contract, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9).
- (c) Required Minimum Distributions During the Participant's Lifetime.

- (i) Amount of Required Minimum Distribution For Each "Distribution Calendar Year". During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (A) The quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2 using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or
 - (B) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's spouse and the spouse is more than 10 years younger than the Participant, the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3 using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the "distribution calendar year".
- (ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this paragraph (c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death.

For purposes of this Section 6.6(d), the Participant's and Beneficiary's "life expectancy" determination will use the Single Life Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

(i) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary", the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

- (1) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (2) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", the remaining "life expectancy" of the

surviving spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For "distribution calendar years" after the year of the surviving spouse's death, the remaining "life expectancy" of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

- (3) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiaries" remaining "life expectancy" is calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (4) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

Except as provided in this Section, if the Participant dies before the date distributions begin and there is a "designated Beneficiary", the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

- (1) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", the remaining "life expectancy" of the surviving spouse is calculated for each "distribution calendar year"

after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year.

- (2) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (3) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

If the Participant dies before the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.

If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole "designated Beneficiary", and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (b)(ii)(A), this subparagraph (d)(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions.

- (i) A Participant's "required beginning date" is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70 ½ or (2) retires due to Severance from Employment. If the Participant postpones the required distribution due in calendar year he or she attains age 70 ½ or severs employment, to the "required beginning date", the second required minimum distribution must be taken by the end of that year.
- (ii) Participant's "designated Beneficiary" means the individual who is designated as the Beneficiary under Section 8.1 and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.

- (iii) A "distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year the Participant attains age 70 ½ or retires, if later. For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under subparagraph (b)(ii).

The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date". The required minimum distribution for other "distribution calendar years", including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year".

- (iv) A married Participant's "life expectancy", whose spouse is the sole Beneficiary and is more than 10 years younger than the Participant, means the Participant's and spouse Beneficiary's life expectancy as computed by use of the Joint and Last Survivor Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 3. All other Participants will have his or her life expectancy computed by use of the Uniform Lifetime Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 2. A deceased Participant's or Beneficiary's "life expectancy" means his or her life expectancy as computed by use of the Single Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 1.
- (v) A "Participant's account balance" means the Account Balance as of the last valuation date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

- (f) Special Provision Applicable to 2009 Required Minimum Distributions.

A Participant who would otherwise be required to receive a minimum distribution from the Plan in accordance with Code Section 401(a)(9) for the 2009 "distribution calendar year" may elect not to receive any such distribution that is payable with respect to the 2009 "distribution calendar year".

Notwithstanding the provisions of Section 6.9(b)(iii), the Administrator may permit a Participant who receives a minimum distribution from the Plan for the 2009 "distribution calendar year" to make a direct rollover of such distribution to an "eligible retirement plan" in accordance with the provisions of Section 6.9.

The Administrator may also permit a Participant or former Participant who has received a minimum distribution for the 2009 "distribution calendar year" to roll over such distribution back into the Plan, provided the requirements of Code Section 402(c), as modified by Notice 2009-82, extending the 60-day rollover deadline, and the requirements of Section 7.1 are otherwise satisfied. If the distribution received by the Participant included amounts in addition to the minimum required under Code Section 401(a)(9), the Administrator may allow the Participant to include a portion or all of the amount that was not a minimum distribution in the Rollover Contribution made to the Plan in accordance with this paragraph.

The provisions of this Section 6.6(f) are effective for minimum payments made for the 2009 "distribution calendar year" and do not include any minimum payment that is made in 2009, but is attributable to a different year (i.e., the participant reached his required beginning date in 2008, but payment of the 2008 minimum is not made until 2009).

6.7 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator or a court of competent jurisdiction may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

6.8 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown in the Administrator's records; (b) use of the Internal Revenue Service letter forwarding program under IRS Revenue Procedure 94-22; (c) use of a commercial locator service, the internet or other general search method; (d) use of the Social Security Administration search program; or (e) use such other methods as the Administrator believes prudent.

If the Participant or Beneficiary has not responded within 6 months, the Plan shall continue to hold the benefits due such person until, in the Administrator's discretion, the Plan is required to take other action under applicable law.

Notwithstanding the foregoing, if the Administrator is unable to locate a person entitled to benefits hereunder after applying the search methods set forth above, then the Administrator, in its sole discretion, may pay an amount that is immediately distributable to such person in a direct rollover to an individual retirement plan designated by the Administrator.

6.9 Direct Rollover

- (a) A Participant or Beneficiary (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an

"eligible rollover distribution" may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of the distribution paid directly to an "eligible retirement plan" specified by the Participant or Beneficiary in a direct rollover.

- (b) For purposes of this Section 6.9, an "eligible rollover distribution" means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payment made not less frequently than annually for the life or life expectancy of the Participant or the joint lives or life expectancies of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more (ii) any distribution made as a result of an unforeseeable emergency, or (iii) any distribution that is a required minimum distribution under Code Section 401(a)(9).

In addition, an "eligible retirement plan" with respect to the Participant, the participant's spouse, or the Participant's spouse or former spouse who is an alternate payee under a domestic relations order as defined in Code Section 414(p) means any of the following: (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified defined contribution plan described in Code Section 401(a), (v) an annuity contract described in Code Section 403(b), (vi) an eligible deferred compensation plan described in Code Section 457(b) that is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, or (vii) effective for distributions made on or after January 1, 2008, a Roth IRA, as described in Code Section 408A, provided, that for distributions made before January 1, 2010, such rollover shall be subject to the limitations contained in Code Section 408A(c)(3)(B) .

Notwithstanding any other provision of this Section 6.9(b), a plan or contract described in clause (iii), (iv), (v), or (vi) above shall not constitute an "eligible retirement plan" with respect to a distribution of Roth Contributions unless such plan or contract separately accounts for such distribution, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (c) A Beneficiary who is not the spouse of the deceased Participant may elect a direct rollover of a distribution to an individual retirement account described in Code Section 408(b) or to a Roth individual retirement account described in Code Section 408A(b) ("IRA"), provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution. The direct rollover must be made to an IRA established on behalf of the designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). The IRA must be established in a manner that identifies it as an IRA with respect to a deceased Participant and also identifies the deceased Participant and the Beneficiary. This Section applies to distributions made on or after January 1, 2007.

6.10 Inservice Distributions

- (a) Unforeseeable Emergency Distributions. If the Participant who has not incurred a Severance from Employment or Beneficiary has an unforeseeable emergency, the Administrator may approve a single sum distribution of the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 6.10(a), Treasury Regulation Section 1.457-6(c) or other regulatory guidance. The Administrator shall determine whether an unforeseeable emergency exists based on relevant facts and circumstances, and Treasury Regulation Section 1.457-6(c) or other regulatory guidance.
- (i) An unforeseeable emergency is defined as a severe financial hardship of the resulting from the following:
- (A) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary";
 - (B) loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster);
 - (C) the need to pay for the funeral expenses of a Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or "primary Beneficiary" of the Participant;
 - (D) the need to pay for medical expenses of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary" which are not reimbursed or compensated by insurance or otherwise, including non-refundable deductibles, as well as for the cost of prescription drug medication;
 - (E) the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence; or
 - (F) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. However, except as otherwise specifically provided in this Section 6.10(a), certain circumstances are not considered an unforeseen emergency such as the purchase of a home or the payment of college tuition or credit card debt.

For purposes of this paragraph, if the Participant is not deceased, a "primary Beneficiary" shall be limited to a primary Beneficiary under the Plan, which is an individual who is named as a Beneficiary pursuant to Section 8.1 and has an

unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant, and which shall not include a contingent beneficiary. Additionally, dependent shall be limited to the definition under Code Section 152(a), and, for taxable years beginning on or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B).

- (ii) Unforeseeable emergency distribution standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise; by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or by cessation of deferrals under the Plan if the cessation of deferrals would alleviate the financial need.
 - (iii) Distribution necessary to satisfy emergency need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, State, or local income taxes or penalties reasonably anticipated to result from the distribution).
- (b) De minimis Account Balance Distributions. A Participant before Severance of Employment may request a distribution of his or her total Account Balance (excluding the rollover contribution separate account), which shall be paid in a lump sum payment as soon as practical following the direction if (i) the total Account Balance does not exceed \$5,000 (or the dollar limit under Code Section 411(a)(11), if greater), (ii) the Participant has not previously received a distribution of their total Account Balance payable to the Participant under this Section 6.10(b), and (iii) no Annual Deferral has been made with respect to the Participant during the two-year period ending immediately before the date of the distribution.
- The Plan does not permit the Administrator to direct payments under the terms of this Section 6.10(b) without the Participant's consent.
- (c) Rollover Account Distributions. If a Participant has a separate account attributable to rollover contributions under the Plan, the Participant before Severance of Employment may at any time elect to receive an inservice distribution of all or any portion of the amount held in the rollover separate account.
 - (d) Age 70 ½ Distributions. Prior to Severance from Employment, a Participant may withdraw all or a portion of his or her Account Balance on or after first day of the calendar year in which the Participant shall attain age 70-1/2.
 - (e) Qualified Military Service Deemed Severance Distributions. The Plan does not permit "qualified military service deemed severance withdrawals".
 - (f) Qualified Military Reservist Distributions. The Plan does not permit "qualified military reservist withdrawals".

6.11 Qualified Distributions for Retired Public Safety Officers

The Plan does not permit qualified distributions for retired public safety officers.

SECTION VII
ROLLOVERS AND PLAN TRANSFERS

7.1 Eligible Rollover Contributions to the Plan

- (a) A Participant who is an Employee or a Participant who has separated from service and has an Account Balance and who is entitled to receive an eligible rollover distribution from another "eligible retirement plan", as defined in 6.9(b) excluding the direct rollover of after-tax contributions, may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an "eligible retirement plan" within the meaning of Code Section 402(c)(8)(B).
- (b) If an Employee makes a rollover contribution to the Plan of amounts that have previously been distributed to him or her, the Employee must deliver to the Administrator the cash that constitutes his or her rollover contribution within 60 days of receipt of the distribution from the distributing "eligible retirement plan". Such delivery must be made in the manner prescribed by the Administrator.
- (c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is an eligible governmental plan under Code Section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is not an eligible governmental plan under Code Section 457(b).

7.2 Plan-to-Plan Transfers to the Plan

At the direction of the Employer, the Administrator may permit Participants or Beneficiaries who are participants or beneficiaries in another eligible governmental plan under Code Section 457(b) to transfer assets to the Plan as provided in this Section 7.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's or Beneficiary's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code Section 457(e)(10) and Treasury Regulation Section 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Treasury Regulation Section 1.457-2(f). The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Section III.

7.3 Plan-to-Plan Transfers from the Plan

- (a) At the direction of the Employer, the Administrator may permit Participants or Beneficiaries to elect to have all or any portion of his or her Account Balance transferred to another eligible governmental plan within the meaning of Treasury Regulatory Section 1.457-2(f), if the other eligible governmental plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and the conditions of subparagraph (i), (ii), or (iii) are met.
- (i) A transfer from the Plan to another eligible governmental plan is permitted in the case of a transfer for a Participant if the Participant has had a Severance from Employment with the Employer and is performing services for the entity maintaining the other eligible governmental plan.
 - (ii) A transfer from the Plan to another eligible governmental plan is permitted if:
 - (A) The transfer is to another eligible governmental plan within the same State as the Plan;
 - (B) All the assets held by the Plan are transferred; and
 - (C) A Participant or Beneficiary whose amounts deferred are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.
 - (iii) A transfer from the Plan to another eligible governmental plan of the Employer is permitted if:
 - (A) The transfer is to another eligible governmental plan of the Employer (and, for this purpose, an employer is not treated as the Employer if the Participant's compensation is paid by a different entity); and
 - (B) A Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.
- (b) Upon the transfer of assets under this Section 7.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 7.3, and to assure that the transfer

is permitted under the receiving plan) or to effectuate the transfer pursuant to Treasury Regulation Section 1.457-10(b).

7.4 Permissive Service Credit Transfers

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 7.4(a) may be made before the Participant has had a Severance from Employment and without regard to whether the defined benefit governmental plan is maintained by the Employer. The distribution rules applicable to the defined benefit governmental plan to which any amounts are transferred under this Section 7.4 shall apply to the transferred amounts and any benefits attributable to the transferred amounts.

- (b) A transfer may be made under Section 7.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan, including service credit for periods for which there is no performance of services, service credited in order to provide an increased benefit for service credit which a participant is receiving under the plan, and service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in Code Section 415(n)(3)(C)(i)) of an educational organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12) or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed, without application of the limitations of Code Section 415(n)(3)(B) in determining whether the transfer is for the purchase of permissive service credit, or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

SECTION VIII BENEFICIARY

8.1 Designation

A Participant has the right, by written notice filed with the Administrator, to designate one or more beneficiaries to receive any benefits payable under the Plan in the event of the Participant's death prior to the complete distribution of benefits. The Participant accepts and acknowledges that he or she has the burden for executing and filing, with the Administrator, a proper beneficiary designation form.

The form for this purpose shall be provided by the Administrator. The form is not valid until it is signed, filed with the Administrator by the Participant, and accepted by the Administrator. Upon the Participant filing the form and acceptance by the Administrator, the form revokes all beneficiary designations filed prior to that date by the Participant.

If no such designation is in effect upon the Participant's death, or if no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

SECTION IX ADMINISTRATION AND ACCOUNTING

9.1 Administrator

The Administrator shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan, the Code and regulations thereunder, and any State law as applicable.

The Administrator may contract with a financially responsible independent contractor to administer and coordinate the Plan under the direction of the Administrator. The Administrator shall have the right to designate a plan coordinator or other party of its choice to perform such services under this agreement as may be mutually agreed to between the Administrator and the plan coordinator or other party. Notwithstanding any other provisions to the contrary, the Administrator agrees that it shall be solely responsible to the Employer for any and all services performed by a plan coordinator, subcontractor, assignee, or designee under this agreement.

The Administrator has full and complete discretionary authority to determine all questions of Plan interpretation, policy, participation, or benefit eligibility in a manner consistent with the Plan's documents, such determinations shall be conclusive and binding on all persons except as otherwise provided by law.

9.2 Administrative Costs

All reasonable expenses of administration may be paid out of the Plan assets unless paid (or reimbursed) by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of his or her duties under the Plan, including, but not limited to, fees of accountants, counsel, investment managers, agents (including nonfiduciary agents) appointed for the purpose of assisting the Administrator in carrying out the instructions of Participants as to the directed investment of his or her accounts and other specialists and his or her agents, and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account Balance of an individual a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee. If liquid assets of the Plan are insufficient to cover the fees of the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the trust fund described in Section 11.1.

9.3 Paperless Administration

The Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a Participant's consent to immediate distribution may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally

applicable guidance). The Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

SECTION X AMENDMENTS

10.1 Amendment

The Employer may at any time either prospectively or retroactively amend the Plan by notifying Participants of such action. The Employer shall not have the right to reduce or affect the value of any Participant's Account Balance or any rights accrued under the Plan prior to amendment.

10.2 Conformation

The Employer shall amend and interpret the Plan to the extent necessary to conform to the requirements of Code Section 457 and any other applicable law, regulation or ruling, including amendments that are retroactive. In the event the Plan is deemed by the Internal Revenue Code to be administered in a manner inconsistent with Code Section 457, the Employer shall correct such inconsistency within the period provided in Code Section 457(b).

10.3 Plan Termination

In the event of the termination of the Plan, all Account Balances shall be disposed to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Section VI or Section VII as soon as reasonably practicable following the Plan's termination. The Employer shall not have the right to reduce or affect the value of any Participant's account or any rights accrued under the Plan prior to termination of the Plan. The Participant's or Beneficiary's written consent to the commencement of distribution shall not be required regardless of the value of his or her Account Balance.

SECTION XI TRUST FUND

11.1 Trust Fund

All amounts in a Participant's or Beneficiary's Account Balance, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Trust Fund in accordance with this Plan. The Trust Fund, and any subtrust established under the Plan, shall be established pursuant to a written agreement that constitutes a valid trust, custodial agreement, annuity contract, or similar agreement under the laws of the State. All investments, amounts, property, and rights held under the Trust Fund shall be held in trust for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. Prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, no part of the assets and income of the Trust Fund may be used for, or diverted to, for purposes other than for the exclusive benefit of Participants and their Beneficiaries. The Employer has no beneficial interest in the Trust Fund and no part of the Trust Fund shall ever revert to the Employer, directly or indirectly, provided, however, that a contribution or any portion thereof made by the Employer through a mistake of fact under Section 12.4 shall upon written request of the Employer, reduced by losses attributable thereto, shall be returned to the Employer.

SECTION XII MISCELLANEOUS

12.1 Non-Assignability

Except as provided in Sections 12.2 and 12.3, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so shall be void except to such extent as may be required by law.

12.2 Domestic Relation Orders

The Employer shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of Code Section 414(p) and regulations issued thereunder.

Notwithstanding Section 12.1, the Administrator may affect a Participant's Account Balance for a "qualified domestic relations order" as defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the qualified domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan.

12.3 IRS Levy

Notwithstanding Section 12.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service to the Plan with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.4 Mistaken Contributions

Notwithstanding any other provision of the Plan or the Trust Fund to the contrary, in the event any contribution of an Employer is made under a mistake of fact (and not a Plan operational error), such contribution may be returned to the Employer within one year after the payment of the contribution. Earnings attributable to the excess contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

12.5 Employment

Neither the establishment of the Plan nor any modification thereof, nor the establishment of any account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer except as herein provided; and, in no event, shall the terms or employment of any Employee be modified or in any way affected hereby.

12.6 Successors and Assigns

The Plan shall be binding upon and shall inure to the benefit of the Employer, its successors and assigns, all Participants and Beneficiaries and their heirs and legal representatives.

12.7 Written Notice

Any notice or other communication required or permitted under the Plan shall be in writing, and if directed to the Administrator shall be sent to the designated office of the Administrator, and, if directed to a Participant or to a Beneficiary, shall be sent to such Participant or Beneficiary at his or her last known address as it appears on the Administrator's record. To the extent permitted by law, regulation or other guidance from an appropriate regulatory agency, the Administrator, Employer or any other party may provide any notice or disclosure, obtain any authorization or consent, or satisfy any other obligation under the Plan through the use of any other medium acceptable to the Administrator. Such other medium may include, but is not necessarily limited to, electronic or telephonic medium. In addition, any communication or disclosure to or from Participants or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Administrator and permitted under applicable law.

12.8 Total Agreement

This Plan and Participant deferral election, and any subsequently adopted Plan amendment thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

12.9 Gender

As used herein the masculine shall include the neuter and the feminine where appropriate.

12.10 Controlling Law

This Plan is created and shall be construed, administered and interpreted in accordance with Code Section 457 and the regulations thereunder, and under laws of the State as the same shall be at the time any dispute or issue is raised. If any portion of this Plan is held illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder shall be unaffected.

IN WITNESS WHEREOF, the Employer has executed this Plan document this 21st day of December, 2011.

City of Marysville, Washington

SEAL

By [Signature]
Name Jon Nehring
Title Mayer

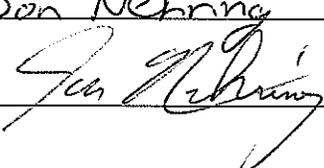
Attest:

Title

(Witness)

457(b) PLAN DOCUMENT CERTIFICATION

This form must be submitted to The Hartford along with your signed Specimen document.

Employer Name: City of Marysville, Washington																			
Plan Name: City of Marysville, Washington Deferred Compensation Plan																			
Effective Date of Plan: December 1, 2011	Hartford Group Number: 109041																		
<p>Please select one of the following below:</p> <p><input checked="" type="checkbox"/> I, the undersigned employer representative, certify that the employer has adopted The Hartford's specimen 457(b) Plan Document without any modifications and have provided The Hartford with a copy of the adopted plan document.</p> <p><input type="checkbox"/> I, the undersigned employer representative, certify that the employer has adopted The Hartford's specimen 457(b) Plan Document <u>with</u> modifications and have provided The Hartford with a copy of the adopted document. I understand that the modifications will need to be approved by The Hartford to ensure that they conform to our Contract and Administrative Services Agreement with The Hartford, and their record keeping system and product. The provisions we have modified are as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Plan Selections</th> <th style="text-align: left; border-bottom: 1px solid black;">Modifications</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>		Plan Selections	Modifications																
Plan Selections	Modifications																		
Name of Authorized Signer: (please print)																			
Signature: <i>Don Nehring</i> 	Date: <i>12/21/2011</i>																		

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