

Marysville City Council Meeting

January 23, 2012

7:00 p.m.

City Hall

Call to Order

Invocation/Pledge of Allegiance

Roll Call

Committee Report

Presentations

- A. Employee Services Awards
- B. Diversity Award

Audience Participation

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

1. Approval of January 3, 2012 City Council Work Session Minutes.

Consent

2. Approval of the December 31, 2011 Claims in the Amount of \$252,048.08; Paid by Check Number's 74591 through 74677.
3. Approval of the December 31, 2011 Claims in the Amount of \$2,091,699.43; Paid by Check Number's 74705 through 74829.
4. Approval of the January 4, 2012 Claims in the Amount of \$37,135.85; Paid by Check Number's 74678 through 74689.
5. Approval of the January 5, 2012 Payroll in the Amount of \$1,405,973.66; Paid by Check Number's 25032 through 25078.
6. Approval of the January 11, 2012 Claims in the Amount of \$13,095.95; Paid by Check Number's 74690 through 74704.

Review Bids

Public Hearings

New Business

7. Coordinated Prevention Grant Agreement G1200275 between the State of Washington Department of Ecology and the City of Marysville.
8. Professional Services Agreement between the City of Marysville and Blue Marble Environmental LLC for Consultant Purposes.
9. Acceptance of the 2011 Zone Boundary Modifications Project, Starting the 45-Day Lien Filing Period for Project Closeout with Reece Trucking and Excavating, Inc.

Marysville City Council Meeting

January 23, 2012

7:00 p.m.

City Hall

New Business

10. Downtown Initiative.
11. Pedestrian Improvements.
12. An **Ordinance** of the City of Marysville Amending Section 3.69.010 of the Marysville Municipal Code to Increase the City Surface Water Utility Gross Receipts Tax Rate from Six Percent to Eight and One Half Percent of Gross Receipts.
13. An **Ordinance** of the City of Marysville Amending Section 3.65.010 of the Marysville Municipal Code to Increase the City Water and Sewer Gross Receipts Tax Rate from Six and One Half Percent to Eight and One Half Percent of Gross Receipts.

Legal

14. Review the Conduct of Business at Council Meetings.

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 Session
January 3, 2012

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: Steve Muller, Carmen Rasmussen, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

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

Committee Reports

Presentations

A. Mayor's Oath of Office for New Term

Judge Towers gave the oath of office for Mayor Jon Nehring.

B. Councilmember's Oaths of Office for New Term

City Attorney Grant Weed gave the oath of office for Councilmembers Rob Toyer, Steven Muller, Michael Stevens, and Carmen Rasmussen.

Council recessed from 7:10 to 7:20 for refreshments.

Discussion Items

Approval of Minutes

1. Approval of December 5, 2011 City Council Work Session Minutes.
2. Approval of December 12, 2011 City Council Meeting Minutes.
3. Joint Marysville City Council and Tulalip Tribes December 12, 2011 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.

Commander Krusey stated that this is for maintenance of the telephone system for inmates. He explained the terms of the agreement.

Steve Muller asked what other options for providers are. Commander Krusey stated that another option is a pay phone, but the inmates don't have access to money so they wouldn't be able to make phone calls. The law requires that they have access to a phone. Other jurisdictions use Securus so we are comfortable with them and have been using them for 10 or 12 years. This contract would provide the least disruption of services. Councilmember Muller asked if we go out to bid on this. Commander Krusey said he contacted another company, but they did not have much experience and there was no one representing them in Western Washington. They would have had to put all new equipment in and hire someone for support. There was discussion about the importance of providing this service for inmates with reliable equipment and service so that the inmates get their phone calls and the City receives revenue.

9. Amendment to the Personnel Rules Regarding Civic and Service Organizations.

Director Langdon explained that this amends the rules to provide more clarity and to be consistent with the Auditor's office Budgeting, Accounting, and Reporting (BARs) manual.

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

CAO Hirashima explained that this is a proposed contract extension which provides for an extension with Waste Management for recycling, yard waste, and commercial collection services. This would provide for a 9-year plus 2-year option extension of contract services. Staff negotiated a rate lock based on current rates with the exception of annual CPI increases to the City of Marysville customers. Staff also negotiated a franchise fee of 15% of gross receipts which will result in an approximate \$150,000 increase in franchise fees. Franchise fees can be used for general funds purposes and staff expects that it will be used for streets. The agreement also provides for increased insurance and bond provisions. CAO Hirashima added that Waste Management has recently relocated local services to a Marysville Regional Service Yard which will benefit the City. Staff is very pleased with this agreement and is recommending approval of the contract extension with Waste Management.

Councilmember Wright commented that if they are local they will be able to get to our customers even in bad weather so it should improve service. CAO Hirashima concurred.

Councilmember Rasmussen commended CAO Hirashima and Director Nielsen for addressing all of the concerns that Council has had and negotiating a great contract. CAO Hirashima also commended Grant Weed and Sandy Langdon for their work on this.

Councilmember Seibert noted that the City has had issues with one of Waste Management's contractors. He recommended that they include verbiage about where they dispose of their organics in the agreement to make sure it follows the rules for odor control. CAO Hirashima said that they did discuss that and expressed concerns to Waste Management about that. Waste Management has a contract for an extended period with Cedar Grove, who is utilized by all the waste haulers. She noted that Waste Management just did a mailing and provided information to their customers that the City of Marysville does not accept food waste in their yard waste containers. Councilmember Seibert commented that the Health Department has licensed two other facilities so there are other options available for this service. Director Nielsen added that those smaller companies actually subcontract to Cedar Grove when they have overflow.

Mayor Nehring commented that this is a great agreement for the City. He commended everyone involved.

Director Nielsen added that having the regional service center in the City might open up opportunities for Waste Management to do maintenance on the City's garbage trucks in the future since they are local. This would provide more flexibility for the City.

Mayor Nehring discussed past customer service issues and noted that they have seen an improvement in customer service, but will need to remain vigilant.

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

Asst. Human Resources Director Kristie Guy stated that this is primarily a housekeeping document to make sure it is in conformance with IRS regulations. There is one minor change on page 22 with some added verbiage. Staff is recommending that the Council approve and ratify the Mayor's signature of December 31, 2011 in order to be in compliance with the IRS regulations.

Legal

Mayor's Business

Congratulations to the four councilmembers who were newly elected and re-elected. He discussed the need for committee assignments and election of Mayor Pro Tem.

Mayor Pro Tem:

Motion made by Councilmember Rasmussen to nominate Councilmember Vaughan for Mayor Pro Tem. Councilmember Seibert seconded the nomination. **Motion** passed unanimously to elect Councilmember Jeff Vaughan as Mayor Pro Tem.

The following assignments were discussed and will be finalized at the next meeting:

Economic Development Council:

Gloria Hirashima
Kevin Nielsen
Michael Stevens
Jeff Seibert (Carmen Rasmussen is Alternate)
Steve Muller

Finance (Three Council)

Jeff Seibert
Jeff Vaughan
Rob Toyer

Fire Board (Three Council)

Carmen Rasmussen
Donna Wright
Rob Toyer
Michael Stevens

Gov't Affairs (Three Council)

Carmen Rasmussen
Michael Stevens
Steve Muller

Graffiti Task Force

Jeff Vaughan
Rob Toyer

Hotel/Motel (One Council)

Carmen Rasmussen

LEOFF 1 (Two Council)

Jeff Vaughan
Donna Wright

Library Board (One Council)

Steve Muller

Marysville School Board Quarterly Meeting

Carmen Rasmussen
Michael Stevens
Steve Muller

Mayor

Motion made by Councilmember Vaughan, seconded by Councilmember Rasmussen to nominate Mayor Nehring as the Community Transit Representative for the City of Marysville. Motion passed unanimously (7-0).

Parks Board (One Council)

Carmen Rasmussen

Public Safety (Three Council)

Rob Toyer
Donna Wright
Jeff Seibert

Public Works (Three Council)

Jeff Seibert
Jeff Vaughan
Steve Muller

TV Advisory

Carmen Rasmussen
Donna Wright

National League of Cities/FAIR Policy Board

Donna Wright

SERS:

Mayor Nehring

Snohomish County Tomorrow

Rep 1: Mayor Jon Nehring
Alt 2. Michael Stevens

CDBG:

Alt 1. Donna Wright
Alt 2. Rob Toyer

Snohomish County Development Policy Advisory Board

Donna Wright

Snohomish Health District Board

Donna Wright

SNO PAC

Rep 1. Rick Smith
Alt 2. Jon Nehring

SWAC - Monthly (may go to quarterly meetings)

Rep 1. Jeff Seibert
Alt 2. Jeff Vaughan

Washington State Board of Health

Donna Wright

Other Mayor's Business:

Mayor Nehring reviewed the policy about having a work session only on the first Monday of the month and leaving the third Monday open for other purposes. There was consensus to continue with this policy.

He noted that Monday, January 30 will be a Joint Marysville School Board / Council meeting at 6 p.m. The meeting will be hosted by the school board.

Staff Business

Commander Krusey had no further comments.

Kevin Nielsen:

There will be a Public Works Committee on Friday at 2 p.m.

Public Works is very happy about having no snow, although there were some wind issues and minor flooding.

Jim Ballew welcomed the new councilmembers.

Kristie Guy had no further comments.

Sandy Langdon wished everyone Happy New Year and welcomed the new and returning councilmembers. Finance staff is cleaning up year-end budget documents and moving into financials to prepare for auditors.

Grant Weed:

- He proposed a review of Council Rules of Procedure at an upcoming workshop.
- He stated the need for an Executive Session for 15 minutes to discuss three items concerning collective bargaining. They will be asking Council to waive their normal rules and take action on two items following Executive Session.
- There will be a new Councilmember orientation this Thursday and Friday.

CAO Hirashima:

- She distributed copies of the Final Legislative Plan and Final Congressional Plan redistricting maps. There was discussion about the boundaries.
- There will be a Joint Planning Commission / City Council meeting on Tuesday, January 10 at 7:00 p.m. The agenda will include impact fee options and medical marijuana options.
- There will be a Community Development Block Grant (CDBG) public meeting on January 10 from 5 to 6:30 p.m. The City will have funds in July that they will begin to allocate to organizations in the City. There is a requirement that the City adopt its own Consolidated Plan. Staff is in the process of contacting organizations that would potentially be applying for the CDBG funds. There is a public hearing scheduled for the Planning Commission later this month.

Call on Councilmembers

Michael Stevens:

- He welcomed the new councilmembers
- He commended Merryville for the Holidays.
- He is looking forward to the Father-Daughter Dance.

- He wished everyone a Happy New Year.

Carmen Rasmussen wished everyone a Happy New Year. She attended the Tour of Lights twice and really enjoyed it. She was impressed with the turnout.

Rob Toyer thanked everyone for the warm welcome. He is looking forward to working with everyone.

Steve Muller thanked everyone for the warm welcome. He also enjoyed the Tour of Lights at the golf course.

Donna Wright welcomed everyone. She attended the Tour of Lights and was surprised how crowded it was. Everyone seemed to really enjoy it.

Jeff Seibert welcomed Councilmember Toyer and Muller to the Council. He wished everyone Happy New Year and wished Jeff Vaughan luck in his role as Mayor Pro Tem.

Mayor Nehring thanked Councilmember Seibert for his service as Mayor Pro Tem and welcomed Jeff Vaughan as Mayor Pro Tem.

Jeff Vaughan thanked everyone for the welcome and said he was looking forward to working together in the new year.

Council recessed at 8:50 and reconvened at 8:59 p.m. for a 15-minute Executive Session to discuss three items related to collective bargaining with action to be taken on two items following the Executive Session.

Executive Session

- A. Litigation
- B. Personnel – three items per RCW 42.30.140 (4)(a) to discuss collective bargaining negotiations.
- C. Real Estate

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen for suspension of rules. Motion passed unanimously (7-0).

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen to extend Executive Session to 9:20 p.m. Motion passed unanimously (7-0).

Motion made by Councilmember Wright, seconded by Councilmember Seibert to execute collective bargaining agreement with MPOA for 2012-2013

Motion made by Councilmember Seibert, seconded by Councilmember Stevens to execute collective bargaining agreement with Teamsters for 2013–2014.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 9:20 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 23, 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.

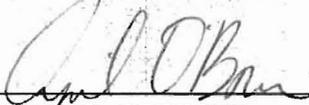
RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **December 31, 2011** claims in the amount of **\$252,048.08** paid by **Check No.'s 74591 through 74677.**

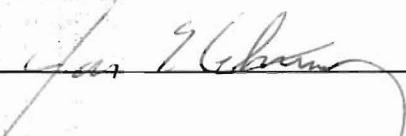
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-13

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 **\$252,048.08 PAID BY CHECK NO.'S 74591 THROUGH 74677** 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 1/10/12 ~~10/10/12~~^{aw} DATE



MAYOR 1/10/12 DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23RD DAY OF JANUARY 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/29/2011 TO 1/5/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74591	AMSAN SEATTLE	DEGREASER	ER&R	266.65
	AMSAN SEATTLE	JANITORIAL SUPPLIES	PUBLIC SAFETY FAC-GENL	267.29
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	MAINT OF GENL PLANT	292.47
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	UTIL ADMIN	320.41
74592	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.28
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
74593	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	18.00
	BARRETT, SUZANNE		RECREATION SERVICES	27.00
	BARRETT, SUZANNE		RECREATION SERVICES	54.00
	BARRETT, SUZANNE		RECREATION SERVICES	240.00
74594	BICKFORD FORD	STEERING WHEEL	EQUIPMENT RENTAL	118.02
	BICKFORD FORD	REAR BRAKE ROTOR & PAD SET	ER&R	182.38
74595	BLUE LINE TRAINING	REGISTRATION-SHACKELTON	POLICE INVESTIGATION	99.00
	BLUE LINE TRAINING	REGISTRATION-VINSON	POLICE INVESTIGATION	99.00
74596	BUILDING SPECIALTIES	MISC. SUPPLIES-LOCKER ROOM REM	TRIBAL GAMING-GENL	63.04
74597	CARRS ACE	STAPLE GUN, STAPLES	STORM DRAINAGE	40.70
74598	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	283.20
74599	CATHY HARTMANN GLADW	UB 987531330000 7531 33RD ST N	WATER/SEWER OPERATION	31.59
74600	CITIES & TOWNS	2012 MEMBERSHIP	EXECUTIVE ADMIN	50.00
	CITIES & TOWNS		CITY COUNCIL	50.00
74601	CLINE, PATTI	RENTAL DEPOSIT REFUND	GENERAL FUND	45.00
	CLINE, PATTI		GENERAL FUND	155.00
74602	COMCAST	ACCT # 8498310020001355	BAXTER CENTER APPRE	49.06
	COMCAST	ACCT.# 4898310020149949	PRO-SHOP	74.44
74603	COOP SUPPLY	CHAIN FOR BACKHOE	WATER SUPPLY MAINS	20.29
	COOP SUPPLY	WIRE TIES FOR FENCING	SIDEWALKS MAINTENANCE	32.02
74604	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,114.65
74605	COUROUNES, SANDRA	UB 950970000000 1325 CEDAR AVE	GARBAGE	74.65
74606	DAVIS DOOR	FIX ROLL UP DOOR-PSB	PUBLIC SAFETY FAC-GENL	751.01
74607	DEMARIO-SMITH, JAMIE	UB 761282492201 6215 78TH AVE	WATER/SEWER OPERATION	282.11
74608	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY	98.58
	DIAMOND B CONSTRUCT		MAINT OF GENL PLANT	152.52
	DIAMOND B CONSTRUCT		PARK & RECREATION FAC	206.44
	DIAMOND B CONSTRUCT		COMMUNITY CENTER	305.05
	DIAMOND B CONSTRUCT		WATER FILTRATION PLANT	623.85
	DIAMOND B CONSTRUCT		MAINTENANCE	682.57
	DIAMOND B CONSTRUCT		COURT FACILITIES	816.55
	DIAMOND B CONSTRUCT		ADMIN FACILITIES	881.53
	DIAMOND B CONSTRUCT		UTIL ADMIN	929.06
	DIAMOND B CONSTRUCT		WASTE WATER TREATMENT	1,044.08
	DIAMOND B CONSTRUCT		LIBRARY-GENL	1,138.88
	DIAMOND B CONSTRUCT		PUBLIC SAFETY FAC-GENL	1,258.93
74609	DOPPS, MARIA C.	INTERPRETER SERVICES	POLICE INVESTIGATION	100.00
74610	DUNLAP INDUSTRIAL	PLASTIC BUSHING	EQUIPMENT RENTAL	60.61
74611	E&E LUMBER	CREDIT	PARK & RECREATION FAC	-34.77
	E&E LUMBER	DOOR TRIM-LOCKER ROOM REMODEL	TRIBAL GAMING-GENL	5.32
	E&E LUMBER	SHEETROCK FOR LOCKER ROOM REMO	TRIBAL GAMING-GENL	8.45
	E&E LUMBER	PAINT TRAYS	PARK & RECREATION FAC	8.64
	E&E LUMBER	OUTSIDE LIGHT BULBS-PEAK BLDG	NON-DEPARTMENTAL	12.10
	E&E LUMBER	SPRAY TEXTURE-LOCKER ROOM REMO	TRIBAL GAMING-GENL	21.70
	E&E LUMBER	ROTO HAMMER BITS-PW SHOP	MAINT OF GENL PLANT	22.06
	E&E LUMBER	MISC. SUPPLIES-LOCKER ROOM REM	TRIBAL GAMING-GENL	25.90
	E&E LUMBER	MATERIALS-LOCKER ROOM REMODEL	TRIBAL GAMING-GENL	37.28
	E&E LUMBER		TRIBAL GAMING-GENL	48.47
74612	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/29/2011 TO 1/5/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74612	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	150.00
74613	ENVIRONMENTAL PRODUC	HALOGEN SPOTLIGHT	WATER/SEWER OPERATION	-13.57
	ENVIRONMENTAL PRODUC		HYDRANTS INSTALLATION	171.37
74614	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	225.00
74615	EVERETT, CITY OF	ANIMALS TO SHELTER-NOV.2011	ANIMAL CONTROL	4,960.00
74616	EVERGREEN SECURITY	REMOVED MONITOR FROM GUARD ROO	COURT FACILITIES	103.17
	EVERGREEN SECURITY	SERVICE CALL	COURT FACILITIES	616.31
74617	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	845.00
74618	FOOTJOY	WINDSHIRT VEST & SHIRT	GOLF COURSE	68.42
	FOOTJOY	RAIN JACKET	GOLF COURSE	87.42
	FOOTJOY		GOLF COURSE	87.42
74619	GLEN'S RENTAL SALES	STIHL WEEDEATER,HEDGE TRIMMER	STORM DRAINAGE	815.14
74620	GYURKOVICS, SANDRA	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	45.82
	GYURKOVICS, SANDRA		COMPUTER SERVICES	47.75
	GYURKOVICS, SANDRA		COMPUTER SERVICES	54.75
74621	HAPPY HOPPERS	INSTRUCTOR SERVICES	RECREATION SERVICES	175.00
	HAPPY HOPPERS		RECREATION SERVICES	270.00
74622	HD FOWLER COMPANY	MISC. FITTINGS	WATER DIST MAINS	22.45
	HD FOWLER COMPANY		WATER DIST MAINS	23.21
	HD FOWLER COMPANY	SUPPLIES FOR REPAIR	SEWER SERV MAINT	43.08
	HD FOWLER COMPANY	SUPPLIES FOR STORM REPAIR	STORM DRAINAGE	164.47
	HD FOWLER COMPANY	METER ADAPTER	WATER/SEWER OPERATION	393.11
74623	HORIZON	ICE MELT	MAINTENANCE	99.05
74624	IRON MOUNTAIN	4X8 ROCK	STORM DRAINAGE	204.20
	IRON MOUNTAIN		STORM DRAINAGE	337.20
74625	JDS INC	THRESHOLD-LOCKER ROOM REMODEL	TRIBAL GAMING-GENL	56.24
74626	JUDD & BLACK	DRYER-JENNINGS PARK CARETAKER	PARK & RECREATION FAC	357.29
74627	KEMP, SAMANTHA & ROB	UB 201300000000 13314 51ST AVE	WATER/SEWER OPERATION	30.40
74628	KIWANIS	2010 HOTEL/MOTEL GRANT REIMBUR	HOTEL/MOTEL TAX	573.83
74629	LASTING IMPRESSIONS	JACKET-LARRY LARSON RETIREMENT	UTIL ADMIN	76.41
	LASTING IMPRESSIONS	PRINTED SHIRTS	RECREATION SERVICES	350.88
74630	LES SCHWAB TIRE CTR	FLAT REPAIR	EQUIPMENT RENTAL	40.40
74631	LIFESTYLE PROPERTIES	UB 980510500001 5105 61ST DR N	WATER/SEWER OPERATION	47.00
74632	LOWES HIW INC	MISC. PVC FITTINGS	SOURCE OF SUPPLY	38.93
74633	MARYSVILLE AWARDS	AWARDS-MERRYSVILLE FOR THE HOL	RECREATION SERVICES	107.81
74634	MARYSVILLE EQUIP	DAMAGE TO RENTAL EQUIPMENT	ROADS/STREETS CONSTRUC	390.96
74635	MARYSVILLE SCHOOL	FACILITY USAGE-TOTEM	RECREATION SERVICES	108.00
74636	MARYSVILLE, CITY OF	GBG-15601 SMOKEY PT BLVD	ROADS/STREETS CONSTRUC	46.88
	MARYSVILLE, CITY OF	WTR/SWR-7115 GROVE ST	MAINTENANCE	236.02
	MARYSVILLE, CITY OF	WTR/SWR/GBG-7007 GROVE ST	MAINTENANCE	1,002.64
74637	MAYER, MICHAEL & SAL	UB 570665000001 17713 27TH AVE	WATER/SEWER OPERATION	21.43
74638	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	630.14
74639	MIRANDA, AMELIA	2011 HOLIDAY CATERING	GENERAL FUND	-13.07
	MIRANDA, AMELIA		PERSONNEL ADMINISTRATIO	180.07
74640	NORTH COAST ELECTRIC	GFCI RECEPTACLES	STREET LIGHTING	304.67
74641	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	27.00
74642	OAKES, PAT	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74643	OFFICE DEPOT	OFFICE SUPPLIES	PARK & RECREATION FAC	100.27
74644	OVERTON SAFETY TRAIN	CRANE OPERATOR TRAINING/CERT.	TRAINING	1,379.00
	OVERTON SAFETY TRAIN		UTIL ADMIN	1,379.00
	OVERTON SAFETY TRAIN		UTIL ADMIN	1,379.00
	OVERTON SAFETY TRAIN		UTIL ADMIN	2,758.00
	OVERTON SAFETY TRAIN		EXECUTIVE ADMIN	6,895.00
74645	PACIFIC NW BUSINESS	TONER	UTIL ADMIN	56.41

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 12/29/2011 TO 1/5/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74645	PACIFIC NW BUSINESS	TONER	COMMUNITY DEVELOPMENT-	56.42
	PACIFIC NW BUSINESS		POLICE PATROL	79.22
74646	PARKER, DONALD & JEN	UB 846115000000 6115 81ST PL N	WATER/SEWER OPERATION	128.10
74647	PARTS STORE, THE	FILTER	ER&R	22.09
	PARTS STORE, THE	LOWER BALL JOINT	EQUIPMENT RENTAL	110.51
	PARTS STORE, THE	FILTERS, CAR WASH	ER&R	123.47
	PARTS STORE, THE	LOWER BALL JOINT & FRONT STRUT	EQUIPMENT RENTAL	260.77
74648	PELZER GOLF SUPPLIES	GRIPS	GOLF COURSE	206.43
74649	PERKINS COIE	LEGAL FEES	WASTE WATER TREATMENT	3,854.09
74650	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	34.34
	PETROCARD SYSTEMS		STORM DRAINAGE	46.95
	PETROCARD SYSTEMS		COMPUTER SERVICES	47.10
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	155.14
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	165.50
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	430.51
	PETROCARD SYSTEMS		PARK & RECREATION FAC	530.22
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,028.24
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,538.88
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,248.19
	PETROCARD SYSTEMS		POLICE PATROL	7,184.95
74651	PING	METAL WOODS	GOLF COURSE	141.74
74652	PNWS-AWWA	REGISTRATION-BYDE	UTIL ADMIN	60.00
	PNWS-AWWA	REGISTRATION-ZAHNOW	UTIL ADMIN	60.00
74653	PRO FAB INC	CUT DOWN & STRAIGHTEN SCREENS	WASTE WATER TREATMENT	152.04
74654	PUD	ACCT. # 2023-4068-3	PARK & RECREATION FAC	16.54
	PUD	ACCT. # 2042-6262-0	TRAFFIC CONTROL DEVICES	29.23
	PUD	ACCOUNT # 2042-5946-9	TRAFFIC CONTROL DEVICES	31.75
	PUD	ACCT. # 2042-6034-3	TRAFFIC CONTROL DEVICES	31.75
74655	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	49.91
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	50.41
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	66.86
	PUD	ACCT #2027-9116-6	PUMPING PLANT	76.01
	PUD	ACCT #2022-2076-0	MAINTENANCE	94.33
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	106.69
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	120.11
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	128.45
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	130.97
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	135.16
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	135.50
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	149.03
	PUD	ACCT #2008-0070-4	STREET LIGHTING	164.64
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT	917.29
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	1,408.77
	PUD	ACCT #2016-3963-0	MAINTENANCE	1,630.94
74656	QUINTEL, VICKEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	120.00
74657	RECREATION & PARK	REGISTRATION-BALLEW	PARK & RECREATION FAC	49.00
74658	REECE TRUCKING	PAY ESTIMATE #3	UTILITY CONSTRUCTION	-115.68
	REECE TRUCKING		WATER CAPITAL PROJECTS	2,512.66
74659	RINO, KIMBERLY & JOE	UB 450150000000 5013 139TH PL	WATER/SEWER OPERATION	131.44
74660	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	102.00
74661	ROBINSON & NOBLE INC	PROFESSIONAL SERVICES	UTIL ADMIN	1,468.20
74662	ROSTEN, JEFFERY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74663	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
74664	SHEAR, CURTIS & STEP	UB 120900000001 4315 108TH ST	WATER/SEWER OPERATION	15.66
74665	SIX ROBBLEES INC	TIRE WEIGHTS, VALVE STEMS	EQUIPMENT RENTAL	220.01
74666	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	SOLID WASTE OPERATIONS	116,797.00
74667	SOUND SAFETY	KORKEEZ ICE CLEATS	UTIL ADMIN	7.87

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 12/29/2011 TO 1/5/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74667	SOUND SAFETY	KORKEEZ ICE CLEATS	UTIL ADMIN	7.87
	SOUND SAFETY		UTIL ADMIN	7.88
	SOUND SAFETY		UTIL ADMIN	7.88
	SOUND SAFETY		UTIL ADMIN	39.37
	SOUND SAFETY		UTIL ADMIN	39.37
	SOUND SAFETY	JACKET-AVEY	UTIL ADMIN	42.00
	SOUND SAFETY	JEANS-MILLER	UTIL ADMIN	106.14
	SOUND SAFETY	JEANS-TYACKE	GENERAL SERVICES - OVERH	121.18
	SOUND SAFETY	KORKEEZ ICE CLEATS	UTIL ADMIN	133.85
	SOUND SAFETY		UTIL ADMIN	133.85
	SOUND SAFETY	SWEATSHIRTS	ER&R	146.61
	SOUND SAFETY	MISC. T-SHIRTS	ER&R	184.08
74668	SPARLING	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	266.00
74669	SPORT SUPPLY GROUP	BASKETBALLS-WINTER CAMP	RECREATION SERVICES	354.98
74670	SUBURBAN PROPANE	PROPANE	MAINTENANCE	824.15
74671	SUN MOUNTAIN	JACKET,PANTS & BAG	GOLF COURSE	223.39
74672	TRANSPORTATION, DEPT	BIA PROJECT COSTS-NOV.2011	GMA - STREET	15,028.14
74673	ULTRA ELECTRIC LLC.	MOVE WIRING-LOCKER ROOM REMODE	TRIBAL GAMING-GENL	208.51
74674	UNITED PIPE & SUPPLY	LARGE AMR METER UPGRADE/REPLAC	WATER SERVICES	33,525.01
74675	UTILITIES UNDERGROUN	FINANCE CHARGE	UTILITY LOCATING	2.06
74676	VERIZON/FRONTIER	ACCT #102746380105	COMMUNICATION CENTER	26.68
	VERIZON/FRONTIER	ACCT #1101641995410	UTIL ADMIN	30.22
	VERIZON/FRONTIER	ACCT #107355912203	MUNICIPAL COURTS	47.52
	VERIZON/FRONTIER		ENGR-GENL	47.52
	VERIZON/FRONTIER		EXECUTIVE ADMIN	47.52
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	47.52
	VERIZON/FRONTIER		UTILITY BILLING	47.52
	VERIZON/FRONTIER		LIBRARY-GENL	47.52
	VERIZON/FRONTIER		COMMUNITY CENTER	47.52
	VERIZON/FRONTIER		POLICE PATROL	47.52
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	47.52
	VERIZON/FRONTIER	ACCT.# 030275105943275009	STREET LIGHTING	49.40
	VERIZON/FRONTIER	ACCT.# 030275107943275503	STREET LIGHTING	49.40
	VERIZON/FRONTIER	ACCT #102954091901	COMMUNITY DEVELOPMENT-	52.60
	VERIZON/FRONTIER		UTIL ADMIN	52.61
	VERIZON/FRONTIER	ACCT #102241136800	MUNICIPAL COURTS	53.97
	VERIZON/FRONTIER	ACCT #103441136808	MUNICIPAL COURTS	53.97
	VERIZON/FRONTIER	ACCT #107747568401	OFFICE OPERATIONS	53.97
	VERIZON/FRONTIER	ACCT.# 03 0211 1068535202 08	MAINT OF GENL PLANT	53.97
	VERIZON/FRONTIER	ACCT.# 030211109943275106	STREET LIGHTING	53.97
	VERIZON/FRONTIER	ACCT #1103241996301	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT #1108541996810	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT.# 03 0211 1056605537 02	SEWER LIFT STATION	90.66
	VERIZON/FRONTIER	ACCT #107355912203	COMMUNICATION CENTER	95.03
	VERIZON/FRONTIER		DETENTION & CORRECTION	95.03
	VERIZON/FRONTIER		POLICE ADMINISTRATION	95.03
	VERIZON/FRONTIER		GOLF ADMINISTRATION	95.03
	VERIZON/FRONTIER	ACCT.# 03 0275 1085454631 00	WATER FILTRATION PLANT	111.92
	VERIZON/FRONTIER	ACCT #107355912203	GOLF ADMINISTRATION	142.55
	VERIZON/FRONTIER		OFFICE OPERATIONS	142.55
	VERIZON/FRONTIER		WASTE WATER TREATMENT	190.05
	VERIZON/FRONTIER		ADMIN FACILITIES	190.06
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	190.06
	VERIZON/FRONTIER		PARK & RECREATION FAC	237.58
	VERIZON/FRONTIER		UTIL ADMIN	271.55
74677	WIDENER & ASSOC.	PROFESSIONAL SERVICES	GMA - STREET	682.50

DATE: 1/4/2012
TIME: 9:27:18AM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 12/29/2011 TO 1/5/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
WARRANT TOTAL:				<u><u>252,048.08</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 23, 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 31, 2011** claims in the amount of **\$2,091,699.43** paid by **Check No.'s 74705 through 74829.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-13

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 **\$2,091,699.43 PAID BY CHECK NO.'S 74705 THROUGH 74829** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

April O'Brien 1/10/12
AUDITING OFFICER DATE

Jan Nelson 1/10/12
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23RD DAY OF JANUARY 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/12/2012 TO 1/12/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74705	ADDCO LLC	TRUCK MOUNTED MESSAGE SIGN	EQUIPMENT RENTAL	12,736.72
74706	ADVANTAGE BUILDING S	JANITORIAL SERVICES	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
74707	AMERICAN INSTITUTE	WELLNESS CALENDARS	GENERAL FUND	-40.97
	AMERICAN INSTITUTE		PERSONNEL ADMINISTRATIO	517.27
74708	AMSAN SEATTLE	DETERGENT, ULTRA SURF	SOLID WASTE OPERATIONS	140.75
74709	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	28.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	50.03
74710	ASH CITY USA, INC.	RAIN GEAR (24 PCS)	GOLF COURSE	887.30
74711	ATKINSON CONSTRUCTIO	PAY ESTIMATE #5	ROADS/STREETS CONSTRU	617,598.52
74712	ATLAS FENCE COMPANY	FENCING @ EDWARD SPRINGS	WATER RESERVOIRS	3,946.52
74713	BELMARK PROPERTY MNG	GEDDES MARINA MGMT-DEC 2011	STORM DRAINAGE	2,470.41
74714	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRU	40,639.80
74715	BICKFORD FORD	ROTORS AND BRAKE PADS	ER&R	195.41
	BICKFORD FORD	DIAGNOSTIC SYSTEM	EQUIPMENT RENTAL	2,508.57
74716	BLUMENTHAL UNIFORMS	UNIFORM D. WHITE VEST	POLICE PATROL	888.35
74717	BRAKE AND CLUTCH	AIR DRYER RELIEF VALVE	ER&R	88.56
	BRAKE AND CLUTCH	SAFETY VALVE	ER&R	220.76
74718	BRIM TRACTOR	HYDRAULIC FILTER ELEMENT	EQUIPMENT RENTAL	43.54
74719	CARRS ACE	MISC SUPPLIES	WASTE WATER TREATMENT	16.81
	CARRS ACE	ALUM SPRAY, ROLLER COVERS, PAI	SOLID WASTE OPERATIONS	58.37
74720	CASCADE NATURAL GAS	NATURAL GAS SERVICE	WATER FILTRATION PLANT	2,931.22
74721	CCG SYSTEMS INC	ANNUAL SUPPORT	EQUIPMENT RENTAL	8,368.72
74722	CEMEX	MOD B ASPHALT	ROADWAY MAINTENANCE	691.40
	CEMEX	CLASS B MOD HOT ASPHALT	STORM DRAINAGE MAINTEN	1,729.54
74723	COAST TO COAST	GIVE AWAY SUPPLIES	GENERAL FUND	-25.95
	COAST TO COAST		CRIME PREVENTION	327.69
74724	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	74.00
74725	CRW SYSTEMS, INC.	TRAKIT	STORM DRAINAGE	16,812.50
74726	CRYSTAL SPRINGS	WATER DELIVERED & HOT/COLD REN	WASTE WATER TREATMENT	145.39
74727	DAY WIRELESS SYSTEMS	CAR RADIO REPAIR	POLICE PATROL	464.11
74728	DEAVER ELECTRIC	PUD LIGHTING REPAIR	STREET LIGHTING	1,374.59
	DEAVER ELECTRIC		STREET LIGHTING	1,619.36
74729	DIAMOND B CONSTRUCT	REPAIR HEAT PUMP-PSB LOCKER RO	TRIBAL GAMING-GENL	527.75
74730	DICKS TOWING	TOWING 11-8700	POLICE PATROL	43.44
	DICKS TOWING	TOWING 11-8710	POLICE PATROL	43.44
	DICKS TOWING	TOWING 11-8854	POLICE PATROL	43.44
74731	DUNLAP INDUSTRIAL	AIR FILTER,COVER, SCREW, KNOB	EQUIPMENT RENTAL	13.79
	DUNLAP INDUSTRIAL	BUSHING	EQUIPMENT RENTAL	13.93
	DUNLAP INDUSTRIAL	TWINE FOR WEEDEATERS	STORM DRAINAGE	35.98
	DUNLAP INDUSTRIAL	BLDG MAINTENANCE TOOLS	BUILDING MAINTENANCE	353.75
74732	E&E LUMBER	CORNERBEAD RETURN	TRIBAL GAMING-GENL	-13.61
	E&E LUMBER	SHIMS	PARK & RECREATION FAC	13.03
	E&E LUMBER	TIE PLATES,STRAP TIES	PARK & RECREATION FAC	14.75
	E&E LUMBER	REDI MIX CONCRETE	PARK & RECREATION FAC	16.02
	E&E LUMBER	CONCRETE FORM TUBE	TRANSPORTATION MANAGEM	18.44
	E&E LUMBER	CORNERBEAD AND DRYWALL	TRIBAL GAMING-GENL	18.98
	E&E LUMBER	BOARD, BOX, DECK SCREWS #559	EQUIPMENT RENTAL	82.94
4733	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/12/2012 TO 1/12/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74756	HD FOWLER COMPANY	1" BRASS PLUG	WASTE WATER TREATMENT	3.63
	HD FOWLER COMPANY	END CAP & COUPLING	STORM DRAINAGE	15.05
	HD FOWLER COMPANY	1" BRASS HARDWARE	WASTE WATER TREATMENT	50.07
	HD FOWLER COMPANY	METER BOX LID	WATER DIST MAINS	52.68
	HD FOWLER COMPANY	12" PVC PIPE	STORM DRAINAGE	128.32
	HD FOWLER COMPANY	12" FERNCO	STORM DRAINAGE	138.81
	HD FOWLER COMPANY	BOLTS & GASKETS	WATER SERVICES	138.89
	HD FOWLER COMPANY		WATER SERVICES	138.89
	HD FOWLER COMPANY	3" ROMAC COUPLING,CENTER RING	WATER SERVICES	149.87
	HD FOWLER COMPANY	LID POLYMER METER W/READER	WATER/SEWER OPERATION	519.55
	HD FOWLER COMPANY	MISC. PARTS	WATER CROSS CNTL	1,851.43
74757	HD SUPPLY WATERWORKS	UPPER VALVE PLATE, PIN	HYDRANTS	204.08
	HD SUPPLY WATERWORKS	HYDRANT REPAIR PARTS	HYDRANTS	378.44
74758	HSBC BUSINESS SOLUTI	SUPPLY REIMBURSEMENT	POLICE PATROL	918.27
74759	HUMAN SERVICES	3RD QTR 2011 LIQUOR BOARD PROF	NON-DEPARTMENTAL	1,488.08
	HUMAN SERVICES		NON-DEPARTMENTAL	1,709.96
74760	IKON OFFICE SOLUTION	COPIER CHARGES	COMMUNITY CENTER	5.68
	IKON OFFICE SOLUTION		PROBATION	5.98
	IKON OFFICE SOLUTION		MAINTENANCE	6.43
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	8.05
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	12.24
	IKON OFFICE SOLUTION		UTILITY BILLING	21.89
	IKON OFFICE SOLUTION		CITY CLERK	24.42
	IKON OFFICE SOLUTION		FINANCE-GENL	24.42
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	41.50
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	68.03
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	72.07
	IKON OFFICE SOLUTION		ENGR-GENL	131.94
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	143.27
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	147.69
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	154.43
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	191.89
	IKON OFFICE SOLUTION		UTIL ADMIN	192.14
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	216.01
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	749.81
74761	INFILCO DEGREMONT	UV BALLAST	WASTE WATER TREATMENT	1,383.57
74762	IRON MOUNTAIN	4X8 ROCK	STORM DRAINAGE	100.76
	IRON MOUNTAIN	CRUSHED ROCK	SIDEWALKS CONSTRUCTION	175.76
	IRON MOUNTAIN	4X8 ROCK	STORM DRAINAGE	329.55
74763	JET PLUMBING	SERVICE CALL	PUBLIC SAFETY FAC-GENL	135.75
74764	JOSEPH, PETER	INSTRUCTOR SERVICES	RECREATION SERVICES	20.00
74765	KENWORTH NORTHWEST	POWER STEERING PUMP FILTER	EQUIPMENT RENTAL	36.60
74766	LABOR & INDUSTRIES	4TH QTR L & I 2011	MUNICIPAL COURTS	0.96
	LABOR & INDUSTRIES		EXECUTIVE ADMIN	3.07
	LABOR & INDUSTRIES		FINANCE-GENL	10.63
	LABOR & INDUSTRIES		COMMUNITY DEVELOPMENT-	27.59
	LABOR & INDUSTRIES		RECREATION SERVICES	47.00
	LABOR & INDUSTRIES		MUNICIPAL COURTS	85.79
	LABOR & INDUSTRIES		COMMUNITY CENTER	149.58
	LABOR & INDUSTRIES		POLICE PATROL	199.36
74767	LAKE INDUSTRIES	DUMP FEE	STORM DRAINAGE MAINTEN/	216.00
74768	LAKE STEVENS SCHOOL	MITIGATION FEES-DEC. 2011	SCHOOL MIT FEES	6,070.00
74769	LASTING IMPRESSIONS	WOOL HATS	ER&R	203.38
74770	LES SCHWAB TIRE CTR	SERVICE CALL	EQUIPMENT RENTAL	38.59
	LES SCHWAB TIRE CTR	TIRES	ER&R	2,194.83
74771	LICENSING, DEPT OF	CRIM, TIMOTHY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DETINGER, STEVEN (ORIGINAL)	GENERAL FUND	18.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/12/2012 TO 1/12/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74771	LICENSING, DEPT OF	FOLLAND, CARL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MALMBERG, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	YOSHIZAWA, SHANE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ABBOTT, STEVEN (LATE RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	CARTER, MARILYN (LATE RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	STEELE, JAMES (LATE RENEWAL)	GENERAL FUND	21.00
74772	LINKS TURF SUPPLY	GLOVES	MAINTENANCE	18.46
74773	LOOP, RON CONSTRUCTIO	PROFESSIONAL SERVICES	SEWER MAIN COLLECTION	420.82
	LOOP, RON CONSTRUCTIO		STORM DRAINAGE	420.83
74774	LOWES HIW INC	CABLE PULLERS	SOURCE OF SUPPLY	41.13
74775	MARYSVILLE AWARDS	NAME PLATES-NEW COUNCIL MEMBER	CITY COUNCIL	43.11
74776	MARYSVILLE SCHOOL	MITIGATION FEES-DEC. 2011	SCHOOL MIT FEES	46,893.00
74777	MATERIALS TESTING &	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUC	5,393.00
	MATERIALS TESTING &		ROADS/STREETS CONSTRUC	8,384.50
74778	MCCONNELL & ASSOC	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	566.82
74779	MCDONALDS CORP	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74780	MEYERS METAL WORKS	REPAIR HOLE	STORM DRAINAGE	124.89
	MEYERS METAL WORKS		STORM DRAINAGE	152.04
	MEYERS METAL WORKS	ADDED MATERIAL ON STEEL TUBE	STORM DRAINAGE	173.76
74781	NATIONAL BARRICADE	SIGNS	WATER SUPPLY MAINS	274.91
74782	NELSON PETROLEUM	5 GAL BUCKET OF MEROPA ISO	WASTE WATER TREATMENT	80.76
	NELSON PETROLEUM		WASTE WATER TREATMENT	549.08
74783	NORTH CENTRAL LABORA	BUFFER SOLUTION	WATER/SEWER OPERATION	-8.29
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	104.66
74784	NORTH SOUND HOSE	MISC. ITEMS-BAYVIEW TRAIL	STORM DRAINAGE	183.22
74785	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,503.02
74786	NORTHWESTERN AUTO	PARTS & LABOR #P123	POLICE PATROL	552.18
	NORTHWESTERN AUTO	PARTS & LABOR #P114	POLICE PATROL	566.57
	NORTHWESTERN AUTO	PARTS & LABOR #P119	POLICE PATROL	1,372.11
74787	NORTON, WORTH	EXPENSE REIMBURSEMENT	COMPUTER SERVICES	138.13
74788	NPR COMMERCIAL	PAY ESTIMATE #1	WATER/SEWER OPERATION	-2,265.00
	NPR COMMERCIAL		WASTE WATER TREATMENT	49,195.80
74789	OFFICE DEPOT	CREDIT	POLICE PATROL	-27.14
	OFFICE DEPOT		POLICE PATROL	-23.67
	OFFICE DEPOT	OFFICE SUPPLIES	BUILDING MAINTENANCE	3.46
	OFFICE DEPOT		EQUIPMENT RENTAL	3.46
	OFFICE DEPOT		STORM DRAINAGE	4.28
	OFFICE DEPOT		BUILDING MAINTENANCE	5.17
	OFFICE DEPOT		EQUIPMENT RENTAL	5.17
	OFFICE DEPOT		SOLID WASTE OPERATIONS	7.47
	OFFICE DEPOT		POLICE ADMINISTRATION	8.11
	OFFICE DEPOT		UTIL ADMIN	8.54
	OFFICE DEPOT		UTIL ADMIN	13.67
	OFFICE DEPOT		BUILDING MAINTENANCE	20.59
	OFFICE DEPOT		WATER QUAL TREATMENT	21.18
	OFFICE DEPOT		POLICE INVESTIGATION	23.88
	OFFICE DEPOT		POLICE INVESTIGATION	24.63
	OFFICE DEPOT		OFFICE OPERATIONS	25.64
	OFFICE DEPOT		POLICE ADMINISTRATION	33.17
	OFFICE DEPOT		EQUIPMENT RENTAL	40.49
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	43.98
	OFFICE DEPOT		WASTE WATER TREATMENT	44.98
	OFFICE DEPOT		POLICE PATROL	45.13
	OFFICE DEPOT		GENERAL SERVICES - OVERH	46.27
	OFFICE DEPOT		UTIL ADMIN	46.27
	OFFICE DEPOT		WASTE WATER TREATMENT	53.63
	OFFICE DEPOT		UTIL ADMIN	57.12

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/12/2012 TO 1/12/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74789	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	62.03
	OFFICE DEPOT		POLICE INVESTIGATION	67.19
	OFFICE DEPOT		WATER DIST MAINS	68.72
	OFFICE DEPOT		UTIL ADMIN	70.40
	OFFICE DEPOT		UTIL ADMIN	78.91
	OFFICE DEPOT		UTIL ADMIN	79.36
	OFFICE DEPOT		ENGR-GENL	84.24
	OFFICE DEPOT		UTIL ADMIN	88.30
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	99.90
	OFFICE DEPOT		ENGR-GENL	102.42
	OFFICE DEPOT		UTIL ADMIN	118.48
	OFFICE DEPOT		POLICE ADMINISTRATION	119.41
	OFFICE DEPOT		POLICE PATROL	151.96
	OFFICE DEPOT		POLICE PATROL	186.19
	OFFICE DEPOT		UTIL ADMIN	231.43
	OFFICE DEPOT		OFFICE OPERATIONS	263.90
	OFFICE DEPOT		POLICE PATROL	429.94
74790	PARKSON CORP.	O-RINGS FOR AIRLIFT PUMPS	WATER/SEWER OPERATION	-7.11
	PARKSON CORP.		WASTE WATER TREATMENT	89.81
74791	PARTS STORE, THE	HYDRAULIC FILTER	EQUIPMENT RENTAL	5.72
	PARTS STORE, THE	INTAKE MANIFOLD GASKET SET	EQUIPMENT RENTAL	5.99
	PARTS STORE, THE	IDLE AIR CONTROL VALVE	EQUIPMENT RENTAL	51.82
	PARTS STORE, THE	DISTRIBUTOR CAP/ROTOR	EQUIPMENT RENTAL	73.65
	PARTS STORE, THE	FILTERS	ER&R	158.76
	PARTS STORE, THE	MULTI-MOUNT WINCH CARRIER KIT	STORM DRAINAGE	1,371.23
74792	PAYDIRT, LLC	FINANCE CHARGE	SOURCE OF SUPPLY	8.90
	PAYDIRT, LLC	TRENCH BOX RENTAL	SOURCE OF SUPPLY	497.42
74793	PELZER GOLF SUPPLIES	HATS, HAND WARMERS	GOLF COURSE	242.00
	PELZER GOLF SUPPLIES	HATS, GRIPS	GOLF COURSE	326.67
74794	PETTY CASH- POLICE	PETTY CASH REIMBURSEMENT	DETENTION & CORRECTION	11.69
	PETTY CASH- POLICE		POLICE ADMINISTRATION	21.34
74795	PING	METAL WOODS #7	GOLF COURSE	141.74
74796	PNWS-AWWA	REGISTRATION-DAGGETT	UTIL ADMIN	60.00
	PNWS-AWWA	REGISTRATION-LATIMER	UTIL ADMIN	60.00
74797	PUBLIC SAFETY TESTIN	QTRLY SUBSCRIPTION-4TH QTR 201	CIVIL SERVICE	800.00
74798	PUGET SOUND SECURITY	SUPPLIES	OFFICE OPERATIONS	8.46
	PUGET SOUND SECURITY		POLICE PATROL	9.60
	PUGET SOUND SECURITY		OFFICE OPERATIONS	35.79
74799	PURETALK HOLDINGS LL	TAX RETURN FILED IN ERROR	GENL FUND BUSINESS LICEN	1.59
74800	QUIL CEDA VILLAGE	PROFESSIONAL SERVICES	ENGR-GENL	2,000.00
74801	RAILROAD MANAGEMENT	WATER & SEWER PIPELINE CROSSIN	UTIL ADMIN	120.79
74802	RSC EQUIPMENT RENTAL	JACKHAMMER CHISEL BIT	EQUIPMENT RENTAL	120.10
74803	SCIENTIFIC SUPPLY	100' PVC TUBING	WASTE WATER TREATMENT	203.63
74804	SHERWIN WILLIAMS	2 GAL PAINT	UTIL ADMIN	98.91
	SHERWIN WILLIAMS	PAINT & ROLLER COVERS	TRIBAL GAMING-GENL	111.02
74805	SIX ROBBLEES INC	TIRE SLICK, DETECTO MIST	EQUIPMENT RENTAL	20.92
74806	SNAP-ON INCORPORATED	MISC. SHOP TOOLS	EQUIPMENT RENTAL	390.93
	SNAP-ON INCORPORATED		EQUIPMENT RENTAL	1,102.24
74807	SOLID WASTE SYSTEMS	AIR MAC VALVE ASSEMBLY	ER&R	365.85
74808	SOUND SAFETY	RETURN-DAGGETT	UTIL ADMIN	-87.43
	SOUND SAFETY	JEANS-HAYES	GENERAL SERVICES - OVERH	34.62
	SOUND SAFETY	SAFETY GLASSES	ER&R	70.59
	SOUND SAFETY	JEANS-DAGGETT	UTIL ADMIN	87.43
	SOUND SAFETY	GLOVES	ER&R	138.47
	SOUND SAFETY		ER&R	276.72
	SOUND SAFETY	WINTER JACKETS	ER&R	322.87
	SOUND SAFETY	OXYGEN SENSORS, FILTERS	SEWER MAIN COLLECTION	421.37

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/12/2012 TO 1/12/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74809	SRV CONSTRUCTION	PAY ESTIMATE #10	GMA-STREET	-777.46
	SRV CONSTRUCTION		GMA - STREET	15,549.14
74810	STELLAR INDUSTRIAL S	MARINE DUTY HAND WINCH	WASTE WATER TREATMENT	342.09
74811	STRATTON, RONALD D	FILTERS	STORM DRAINAGE	242.46
74812	SUN MOUNTAIN	GOLF BAG	GOLF COURSE	148.67
74813	SUNRISE ENVIRONMENT	GRAFFITI REMOVER	LIBRARY-GENL	39.32
	SUNRISE ENVIRONMENT		COURT FACILITIES	39.32
	SUNRISE ENVIRONMENT		ADMIN FACILITIES	39.32
	SUNRISE ENVIRONMENT		UTIL ADMIN	39.32
	SUNRISE ENVIRONMENT		PUBLIC SAFETY FAC-GENL	39.32
74814	TAUTFEST, JENI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74815	THE FAB SHOP LLC	STROBE LIGHT KITS	STORM DRAINAGE	4,283.08
74816	TITLEIST	HATS	GOLF COURSE	306.00
74817	UNITED PARCEL SERVIC	SHIPPING EXPENSE	WATER SERVICE INSTALL	103.07
74818	UNITED PARCEL SERVIC		POLICE PATROL	12.75
74819	UNITED RENTALS	CREDIT	STORM DRAINAGE	-416.84
	UNITED RENTALS	EQUIPMENT TO BE ADDED	EQUIPMENT RENTAL	1,844.02
	UNITED RENTALS	PURCHASE AS FLEET ADDITION	EQUIPMENT RENTAL	8,253.60
74820	VERIZON/FRONTIER	ACCT. #03 0278 1025645669 04	PARK & RECREATION FAC	55.79
74821	VERIZON/FRONTIER	ACCT. # 970766244-00001	METER READING	416.64
74822	VINSON, DANIEL	SUPPLY REIMBURSEMENT	POLICE INVESTIGATION	76.00
74823	WA STATE TREASURER	NOTARY PUBLIC RENEWAL-MIRANDA	UTIL ADMIN	30.00
74824	WASTE MANAGEMENT	YARDWATE & RECYCLE SERVICE	RECYCLING OPERATION	80,409.34
74825	WEED GRAAFSTRA	FORFEITURES DEC.2011	POLICE INVESTIGATION	42.50
	WEED GRAAFSTRA	LEGAL FEES	UTIL ADMIN	1,096.00
	WEED GRAAFSTRA		ROADS/STREETS CONSTRUC	1,759.00
	WEED GRAAFSTRA		GMA - STREET	3,548.13
	WEED GRAAFSTRA		LEGAL-GENL	3,594.00
	WEED GRAAFSTRA		LEGAL-GENL	8,663.85
	WEED GRAAFSTRA		UTIL ADMIN	8,663.85
74826	WESSPUR TREE EQUIP	CHIPPER REPLACEMENT BLADES	EQUIPMENT RENTAL	356.06
74827	WESTERN FACILITIES	JANITORIAL SUPPLIES	DETENTION & CORRECTION	224.78
74828	WESTERN PETERBILT	STEERING GEAR ASSEMBLY	SOLID WASTE OPERATIONS	1,531.26
74829	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	ER&R	102.63
WARRANT TOTAL:				<u>2,091,699.43</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 23, 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:

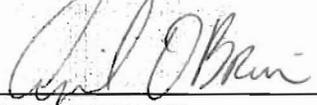
The Finance and Executive Departments recommend City Council approve the **January 4, 2012** claims in the amount of **\$37,135.85** paid by **Check No.'s 74678 through 74689.**

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-1

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 **\$37,135.85 PAID BY CHECK NO.'S 74678 THROUGH 74689** 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 1/10/12
DATE



MAYOR 1/10/12
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23RD DAY OF JANUARY 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/4/2012 TO 1/4/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74678	AAPP	DUES-KING, JEREMY	POLICE PATROL	125.00
74679	ACCESSDATA	COMPUTER SUPPORT FEES	POLICE INVESTIGATION	912.24
	ACCESSDATA		POLICE INVESTIGATION	2,189.38
74680	ARBOR DAY FOUNDATION	2012 MEMBERSHIP DUES	PARK & RECREATION FAC	15.00
74681	GENERAL ADMINISTRAT	ADMINISTRATIVE FEES	POLICE INVESTIGATION	750.00
74682	HWANG, UI CHON & YAN	WATER LINE EASEMENT	WATER SERVICES	4,000.00
74683	LICENSING, DEPT OF	CANTWELL, THOMAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CLARK, HAROLD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CORAGIULO, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FOOTE, KEITH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FOTHERGILL, PRESTON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PLOTKIN, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WELCH, JAMES (ORIGINAL)	GENERAL FUND	18.00
74684	MAILFINANCE	LEASE PAYMENT	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
74685	NORTHWEST POLYGRAPH	DUES-GOLDMAN, JEFF	POLICE ADMINISTRATION	60.00
	NORTHWEST POLYGRAPH	DUES-KING, JEREMY	POLICE PATROL	60.00
74686	PNWS-AWWA	WWUC DUES-2012	UTIL ADMIN	1,500.00
74687	POSTAL SERVICE	RENEWAL FOR PERMIT #80	EXECUTIVE ADMIN	190.00
74688	PUGET SOUND.CLEAN	2012 CLEAN AIR ASSESSMENT	NON-DEPARTMENTAL	26,828.00
74689	WASTE MANAGEMENT	ACCT. # 201-0059938-4968-5	PARK & RECREATION FAC	59.17
			WARRANT TOTAL:	<u>37,135.85</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 23, 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 January 5, 2012 payroll in the amount \$1,405,973.66 Check No.'s 25032 through 25078.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 23, 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.

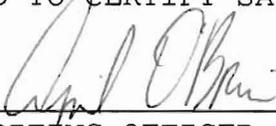
RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **January 11, 2012** claims in the amount of **\$13,095.95** paid by **Check No.'s 74690 through 74704.**

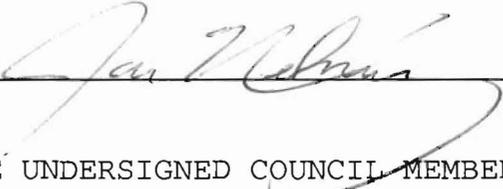
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-1

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 **\$13,095.95 PAID BY CHECK NO.'S 74690 THROUGH 74704** 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 1/10/12
DATE



MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23RD DAY OF JANUARY 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/6/2012 TO 1/11/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74690	ASCAP	LICENSE FEE	RECREATION SERVICES	320.00
74691	BANK OF NEW YORK	ADMIN FEE-MARGO03	INTEREST & OTHER DEBT SE	300.00
	BANK OF NEW YORK	ADMIN FEE-MARWATREF04	ENTERPRISE D/S	301.75
	BANK OF NEW YORK	ADMIN FEE-MARLTGO07A	INTEREST & OTHER DEBT SE	302.57
	BANK OF NEW YORK	ADMIN FEE-MARLTGO07T	GOLF DEBT SERVICE	302.57
74692	BLVD ESPRESSO	UB 420871000000 16831 SMOKEY P	WATER/SEWER OPERATION	2.30
	BLVD ESPRESSO		WATER/SEWER OPERATION	11.30
	BLVD ESPRESSO		WATER/SEWER OPERATION	27.94
74693	CHAMBER OF COMMERCE	MEMBERSHIP DUES-2012	EXECUTIVE ADMIN	600.00
74694	CISNEROS, RAFAEL	UB 780490000000 5809 63RD AVE	WATER/SEWER OPERATION	80.42
74695	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
74696	EGGLESTON, SHARI	UB 560170000002 3119 179TH ST	WATER/SEWER OPERATION	223.51
74697	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
74698	LEXIPOL LLC	LEXIPOL POLICY RENEWAL	POLICE ADMINISTRATION	3,200.00
74699	LICENSING, DEPT OF	DANTONIO, KENNETH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GUIDRY, NICHOLAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUSE, MARK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JOHNASEN, DARREN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KELLEY, JONATHAN (ORIGINAL)	GENERAL FUND	18.00
74700	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	262.75
74701	MINABERRY, CALEB	UB 933210000001 1822 6TH ST	WATER/SEWER OPERATION	210.02
74702	STEIK, DAVID E	UB 233255000000 5016 110TH ST	WATER/SEWER OPERATION	144.98
74703	TEXTRON FINANCIAL	EZGO CART LEASE	MAINTENANCE	435.00
74704	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE-CITY	ADMIN FACILITIES	192.92
	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE-PSB	PUBLIC SAFETY FAC-GENL	192.92
WARRANT TOTAL:				<u>13,095.95</u>

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/23/2012

AGENDA ITEM: Coordinated Prevention Grant Agreement with Department of Ecology	
PREPARED BY: Karen Latimer, Operations Manager 	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 1. Coordinated Prevention Grant Agreement. 2. Procurement Certification Form. 3. Proposed Scope of Services 2012-2013.	
BUDGET CODE:	AMOUNT: \$64,981.33

SUMMARY:

Staff is requesting authorization to accept a Coordinated Prevention Grant from State of Washington Department of Ecology. The grant will be used to support proposed 2012-2013 Waste Reduction and Recycling Outreach Assistance and Education Program (WR&R Program) activities.

The Coordinated Prevention Grant is a 75/25 matching grant that will pay up to 75% of the maximum eligible cost of \$64,981.33. The proposed WR&R program cost for 2012-2013 is the maximum eligible amount of \$64,981.33. The grant will reimburse the city for \$48,736 of the program expenses and the city will pay the remaining \$16,245.44. City matching expenses for the 2012-2013 WR&R program will be paid from the 2012 (\$10,830.22) and 2013 (\$5,415.11) solid waste budgets.

A waste reduction and recycling services consulting firm will be hired to conduct education and outreach activities designed to increase waste reduction and recycling programs in businesses and multi-family properties, as described in the attached Scope of Services. 150 businesses will receive assistance; 30 businesses are expected to start or expand waste reduction and recycling programs. The firm will conduct an assessment of the city's current multi-family recycling program, focusing on efficiencies with respect to costs and diversion of recyclable materials from the waste stream. Depending upon the assessment findings, 25 multi-family properties may receive assistance, with 12 properties expected to start or expand waste reduction and recycling programs. Approximately two tons of recyclable material will be diverted from the waste stream weekly upon completion of this program.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Coordinated Prevention Grant Agreement G1200275 between the State of Washington Department of Ecology and City of Marysville.</p>

**COORDINATED PREVENTION GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MARYSVILLE**

Grant No.: G1200275

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and the City of Marysville, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	City of Marysville
MAILING ADDRESS:	80 Columbia Avenue
CITY, STATE, ZIP:	Marysville, WA 98270
RECIPIENT GRANT COORDINATOR:	Karen Latimer
TELEPHONE:	(360) 363-8161
FAX:	(360) 651-5524
E-MAIL:	klatimer@marysvillewa.gov
RECIPIENT BILLING/INVOICE COORDINATOR:	Karen Latimer
TELEPHONE:	(360) 363-8161
FAX:	(360) 651-5524
E-MAIL:	klatimer@marysvillewa.gov
ECOLOGY GRANT OFFICER:	Taisa Welhasch
TELEPHONE:	(425) 649-7266
FAX:	(425) 649-7193
E-MAIL:	taisa.welhasch@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$64,981.33
STATE GRANT SHARE	\$48,736
LOCAL SHARE	\$16,245.33
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6001459
EFFECTIVE DATE OF THE AGREEMENT	01-01-2012
EXPIRATION DATE OF THE AGREEMENT	06-30-2013

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

The RECIPIENT shall identify the work plan and activities by "Quarter". A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with the ECOLOGY grant officer. ECOLOGY shall document mutually agreed changes to the plan in writing.

CATEGORY: Waste Reduction & Recycling (WR&R)

1. **TASK TITLE:** WR&R Outreach Assistance & Education

Maximum Eligible Task Cost: \$64,981.33

Task Description: The RECIPIENT in conjunction with a consultant will provide waste reduction & recycling (WR&R) information and on-site assistance to businesses in the City of Marysville. The outreach materials and assistance will focus on increasing recycling efforts as well as preventing contamination in the recycling and organics waste streams. The RECIPIENT will coordinate with other city/agency environmental programs to provide on-site WR&R assistance to businesses that are not currently recycling in order of largest solid waste generators. The recipient will target 150 businesses, expecting 30 to start or expand WR&R programs. Outreach efforts will coincide with Local Source Control Program field work, city staff and potentially Snohomish Health District and Department of Ecology (for assistance with hazardous waste management). The RECIPIENT will develop introduction letters and surveys to introduce program goals and objectives, as well as to gauge effectiveness in increasing recycling, reducing solid waste. The RECIPIENT will provide follow-up site visits/email/telephone assistance to ensure successful implementation.

The RECIPIENT will also conduct a program assessment of the City's multi-family recycling program, focusing on efficiencies with respect to costs and diversion of recyclable materials. Depending upon the assessment findings, recycling information and outreach assistance may be provided to property owners/managers and multi-family tenants to increase recycling in the largest 25 multi-family properties, expecting 12 to start or expand their WR&R programs.

Goal Statement: The goal of this task is to increase WR&R programs in businesses and multi-family properties in the City of Marysville.

Outcome Statement: Over the 18-month period, the RECIPIENT expects that 20% or 30 of the targeted businesses will start or expand WR&R activities/programs. Assessment of city multi-family program will help achieve cost efficiency and recycling diversion goals from the multi-family population. If the RECIPIENT provides recycling outreach assistance to multi-family properties, the RECIPIENT would expect that 50% or 12 of the targeted multi-family properties would start or expand WR&R programs. As a result, approximately 52 tons of recyclable material will be diverted from the waste stream.

Work Plan, Deliverables and Activities Timeline:

Quarter	Activity
Q1	Identify business target audience. Collaborate with Local Source Control program. Develop program materials (introduction letter, WR&R materials, survey, tracking forms).
Q2	WR&R outreach assistance. Review multi-family program structure.
Q3	WR&R outreach assistance. Review multi-family program structure/possible multi-family outreach.
Q4	WR&R outreach assistance. Submit the multi-family assessment findings. Possible multi-family program outreach.
Q5	WR&R outreach assistance & follow-up. Possible multi-family program outreach.
Q6	WR&R follow-up assistance and reporting. Possible Multi-family program follow-up assistance and reporting. Final program reporting.

Method of Evaluation: The RECIPIENT will track and report quarterly on the number of new programs started or expanded, number of participants involved, survey findings and tonnage of recyclables collected. The RECIPIENT will also track the total number of outreach & follow-up contacts/visits.

PART 2: BUDGET

TASK	Maximum Eligible Cost
[Category] : Waste Recycling & Reduction (WR&R)	\$ 64,981.33
1. [Task Title]: WR&R Outreach Assistance & Education	\$ 64,981.33

TOTAL MAXIMUM ELIGIBLE COST	\$ 64,981.33
STATE SHARE (75%)	\$ 48,736
LOCAL CASH MATCH (25%)	\$ 16,245.33

PART 3: BUDGET CONDITIONS

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memoranda of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a grant application).
- D. The RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.
- E. The RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.

PART 4: SPECIAL TERMS AND CONDITIONS

A. BILLING

- 1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
- 2. The RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in agency policy, the recipient must submit an A-19 signed in blue ink by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support items listed on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs

by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.

3. Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.
4. Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form http://www.ofm.wa.gov/isd/vendors/payee_registration.doc to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to payeehelpdesk@ofm.wa.gov.

B. REPORTING

1. The RECIPIENT shall submit a progress report with each payment request but no less often than quarterly unless otherwise approved by ECOLOGY. These reports shall include activities that support incurred costs shown on the C1 or C2 of the payment request, and must be submitted on-line through the Solid Waste Information Clearinghouse.
2. RECIPIENT's must submit a final report of task outcomes through the Solid Waste Information Clearinghouse. The final report must be submitted before ECOLOGY can process a final payment request.
 - a. Final Performance Analysis (FPA) reports are used for all *Planning and Implementation* tasks and special tasks in a solid waste enforcement grant (special tasks do not include regular solid waste enforcement work such as enforcing solid waste codes).
 - b. For *Solid Waste Enforcement* tasks, recipients must submit their final quarterly solid waste enforcement progress report.

C. DOCUMENTATION

1. The RECIPIENT shall submit supporting documents with each payment request. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.
2. The RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The Recipient shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.
3. The RECIPIENT shall use the ECOLOGY provided Form E, or an equivalent time accounting document approved by ECOLOGY, to record staff hours being charged to the grant.

D. TRAINING

The RECIPIENT agrees to participate in any ECOLOGY recommended trainings related to managing a CPG agreement.

E. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- f) The RECIPIENT should report payments made to qualified firms to ECOLOGY at the time of submitting each invoice. Please include the following information on ECOLOGY provided form (Form D).
- g) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- h) The total dollar amount paid to qualified firms under this invoice.

F. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT shall provide written certification that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005).
- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S grant officer.

- c) Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to ECOLOGY'S grant officer for review. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY's assigned grant officer.
- d) Unless a specific purchase of equipment or real property is already written into the grant agreement, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request shall include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by ECOLOGY prior to the purchase.

G. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if it used contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY grant officer. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

H. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

For equipment or property purchased with a cost of at least \$5,000 per unit or functional system, the RECIPIENT must utilize an inventory control system, including physical inventory to document the ongoing use, a description of the item (including serial or vehicle identification number (VIN) when possible), and location. This information shall be submitted to ECOLOGY upon request until final disposition is made. The RECIPIENT shall investigate, document, and report to ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

The RECIPIENT shall submit a written request to the ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon ECOLOGY's closure of the grant agreement.

- o If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the grant officer may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- o If the project has no further significant use for the equipment, the grant officer may instruct the recipient to retain or sell the equipment and pay ECOLOGY an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by the grant officer.
- o The grant officer may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes.

I. ALL WRITINGS CONTAINED HEREIN

This agreement, including the “General Terms and Conditions,” Program Guidelines – Coordinated Prevention Grants 2012-2013, and ECOLOGY’S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

J. ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

K. ENVIRONMENTALLY PREFERRABLE PURCHASING

In a joint effort to save costs, produce energy savings and prevent waste, the RECIPIENT agrees to use both sides of paper sheets for copying and printing. The RECIPIENT also agrees to purchase paper products with a high level of post consumer recycled content whenever it is comparable in quality, availability and price

PART 5: GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT’S employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement’s final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. **Period of Compensation.** Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. **Final Request(s) for Payment.** The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. **Performance Guarantee.** The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6 herein.
5. **Unauthorized Expenditures.** All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. **Mileage and Per Diem.** If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. **Overhead Costs.** No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. **For Cause.** The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

- b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

EXHIBIT 'A'

SCOPE OF SERVICES

Waste Reduction & Recycling Outreach Assistance and Education Program

This scope of services identifies work to be performed by Blue Marble Environmental LLC for the City of Marysville in 2012 and 2013. Blue Marble Environmental LLC will assist the City of Marysville in conducting waste reduction & recycling education and outreach assistance activities at business and multi-family properties. Program activities will include:

- ❑ Provide waste reduction & recycling (WR&R) information and on-site assistance to businesses in the City of Marysville. Target 150 businesses, expecting 30 to start or expand WR&R programs.
- ❑ Coordinate with other city/agency environmental programs to provide on-site WR&R assistance to businesses that are not currently recycling, in order of largest solid waste generators.
- ❑ Outreach efforts will coincide with Local Source Control Program field work, city staff and potentially Snohomish Health District and Department of Ecology (for assistance with hazardous waste management).
- ❑ Develop introduction letters and surveys to introduce program goals and objectives, as well as to gauge effectiveness in increasing recycling, reducing solid waste.
- ❑ Provide follow-up site visits/email/telephone assistance to ensure successful implementation.
- ❑ Conduct a program assessment of the City's multi-family recycling program, focusing on efficiencies with respect to costs and diversion of recyclable materials.
- ❑ Depending upon the assessment findings, recycling information and outreach assistance may be provided to property owners/managers and multi-family tenants to increase recycling in the largest 25 multi-family properties, expecting 12 to start or expand their WR&R programs.
- ❑ Track and report quarterly on the number of new programs started or expanded, number of participants involved, survey findings and tonnage of recyclables collected.
- ❑ Track the total number of outreach & follow-up contacts/visits.

Funding

Program goals and activities are linked to a Department of Ecology Coordinated Prevention Grant (Grant No.G1200275), which will provide \$48,736 as 75% funding for this project. With a 25% required funding match of \$16,245.33 from the City, the total project cost for this scope of work is \$64,981.33.

Outcome Statement

Over the 18-month grant period, it is expected that 20% or 30 of the targeted businesses will start or expand WR&R activities/programs. Assessment of the city’s multi-family program will help achieve cost efficiency and recycling diversion goals from the multi-family population. If recycling outreach assistance is provided to multi-family properties, it is expected that 50% or 12 of the targeted multi-family properties would start or expand WR&R programs. As a result, approximately 2 tons of recyclable material will be diverted from the waste stream per week.

Work Plan, Deliverables, and Activities Timeline

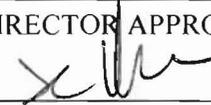
Quarter	Activity
Q1	Identify business target audience. Collaborate with Local Source Control program. Develop program materials (introduction letter, WR&R materials, survey, tracking forms).
Q2	WR&R outreach assistance. Review multi-family program structure.
Q3	WR&R outreach assistance. Review multi-family program structure/possible multi-family outreach.
Q4	WR&R outreach assistance. Submit the multi-family assessment findings. Possible multi-family program outreach.
Q5	WR&R outreach assistance & follow-up. Possible multi-family program outreach.
Q6	WR&R follow-up assistance and reporting. Possible multi-family program follow-up assistance and reporting. Final program reporting.

Payment

Billable hourly rate for Blue Marble Environmental LLC is \$80.

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/23/2012

AGENDA ITEM: Professional Services Agreement with Blue Marble Environmental LLC	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Professional Services Agreement. 2. Scope of Services.	
BUDGET CODE: 41046290.541000	AMOUNT: \$64,981.33

SUMMARY:

Staff is requesting authorization to enter into an eighteen month Professional Services Agreement with Blue Marble Environmental LLC to conduct education and outreach activities for the city's 2012-2013 Waste Reduction and Recycling Outreach Assistance and Education Program (WR&R Program).

Blue Marble Environmental LLC will conduct education and outreach activities designed to increase waste reduction and recycling programs in businesses and multi-family properties, as described in the attached Scope of Services. Approximately two tons of recyclable material will be diverted from the waste stream weekly upon completion of this program.

City staff applied for and received a Department of Ecology Coordinated Prevention Grant to support the WR&R Program. The grant provides 75% of the total program cost and the city pays the remaining 25%. Total eighteen month program cost is \$64,981.33. Department of Ecology will reimburse the city for 75%, or \$48,736 of the total cost, and the city will pay \$16,245.33. The city's matching share of the grant will be paid from the 2012 (\$10,830.22) and 2013 (\$5,415.11) solid waste budgets.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Professional Services Agreement between the City of Marysville and Blue Marble Environmental LLC.</p>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BLUE MARBLE ENVIRONMENTAL LLC
FOR CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and **BLUE MARBLE ENVIRONMENTAL LLC**, a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consultant services to **increase waste reduction and recycling programs in businesses and multi-family properties** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached estimate of Professional Services for the **Waste Reduction and Recycling Outreach Assistance and Education Program**, hereinafter referred

to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and

shall complete the work by **June 30, 2013**, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the

Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital

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

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services

provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed **\$64,981.33**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
ATTN: **Karen Latimer**
80 Columbia Avenue
MARYSVILLE, WA 98270

Notices to the Consultant shall be sent to the following address:

Blue Marble Environmental LLC
ATTN: Jack Harris
5419 Greenwood Avenue North
Seattle, WA 98103

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, _____.

CITY OF MARYSVILLE

By _____

_____, CONSULTANT

By _____

Approved as to form:

GRANT K. WEED, City Attorney

EXHIBIT 'A'

SCOPE OF SERVICES

Waste Reduction & Recycling Outreach Assistance and Education Program

This scope of services identifies work to be performed by Blue Marble Environmental LLC for the City of Marysville in 2012 and 2013. Blue Marble Environmental LLC will assist the City of Marysville in conducting waste reduction & recycling education and outreach assistance activities at business and multi-family properties. Program activities will include:

- ❑ Provide waste reduction & recycling (WR&R) information and on-site assistance to businesses in the City of Marysville. Target 150 businesses, expecting 30 to start or expand WR&R programs.
- ❑ Coordinate with other city/agency environmental programs to provide on-site WR&R assistance to businesses that are not currently recycling, in order of largest solid waste generators.
- ❑ Outreach efforts will coincide with Local Source Control Program field work, city staff and potentially Snohomish Health District and Department of Ecology (for assistance with hazardous waste management).
- ❑ Develop introduction letters and surveys to introduce program goals and objectives, as well as to gauge effectiveness in increasing recycling, reducing solid waste.
- ❑ Provide follow-up site visits/email/telephone assistance to ensure successful implementation.
- ❑ Conduct a program assessment of the City's multi-family recycling program, focusing on efficiencies with respect to costs and diversion of recyclable materials.
- ❑ Depending upon the assessment findings, recycling information and outreach assistance may be provided to property owners/managers and multi-family tenants to increase recycling in the largest 25 multi-family properties, expecting 12 to start or expand their WR&R programs.
- ❑ Track and report quarterly on the number of new programs started or expanded, number of participants involved, survey findings and tonnage of recyclables collected.
- ❑ Track the total number of outreach & follow-up contacts/visits.

Funding

Program goals and activities are linked to a Department of Ecology Coordinated Prevention Grant (Grant No.G1200275), which will provide \$48,736 as 75% funding for this project. With a 25% required funding match of \$16,245.33 from the City, the total project cost for this scope of work is \$64,981.33.

Outcome Statement

Over the 18-month grant period, it is expected that 20% or 30 of the targeted businesses will start or expand WR&R activities/programs. Assessment of the city's multi-family program will help achieve cost efficiency and recycling diversion goals from the multi-family population. If recycling outreach assistance is provided to multi-family properties, it is expected that 50% or 12 of the targeted multi-family properties would start or expand WR&R programs. As a result, approximately 2 tons of recyclable material will be diverted from the waste stream per week.

Work Plan, Deliverables, and Activities Timeline

Quarter	Activity
Q1	Identify business target audience. Collaborate with Local Source Control program. Develop program materials (introduction letter, WR&R materials, survey, tracking forms).
Q2	WR&R outreach assistance. Review multi-family program structure.
Q3	WR&R outreach assistance. Review multi-family program structure/possible multi-family outreach.
Q4	WR&R outreach assistance. Submit the multi-family assessment findings. Possible multi-family program outreach.
Q5	WR&R outreach assistance & follow-up. Possible multi-family program outreach.
Q6	WR&R follow-up assistance and reporting. Possible multi-family program follow-up assistance and reporting. Final program reporting.

Payment

Billable hourly rate for Blue Marble Environmental LLC is \$80.

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 23, 2012

AGENDA ITEM: Project Acceptance – 2011 Zone Boundary Modifications	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> • Physical Completion Letter • Vicinity Map 	
BUDGET CODE: 40220594.563000, W0402	AMOUNT: N/A

SUMMARY:

As a result of the City’s intent to expand the North 240 Zone, thereby moving the water distribution boundary to the south and drawing upon City-owned sources rather than water purchased from the City of Everett, the 2011 Zone Boundary Modifications project was required to provide adequate pressures to the area shown in the attached vicinity map. Due to the topography, this area cannot serve off of the expansion of the North 240 Zone. Therefore, the water system improvements as constructed will allow the City to isolate this area so it will remain in the North 260 Zone.

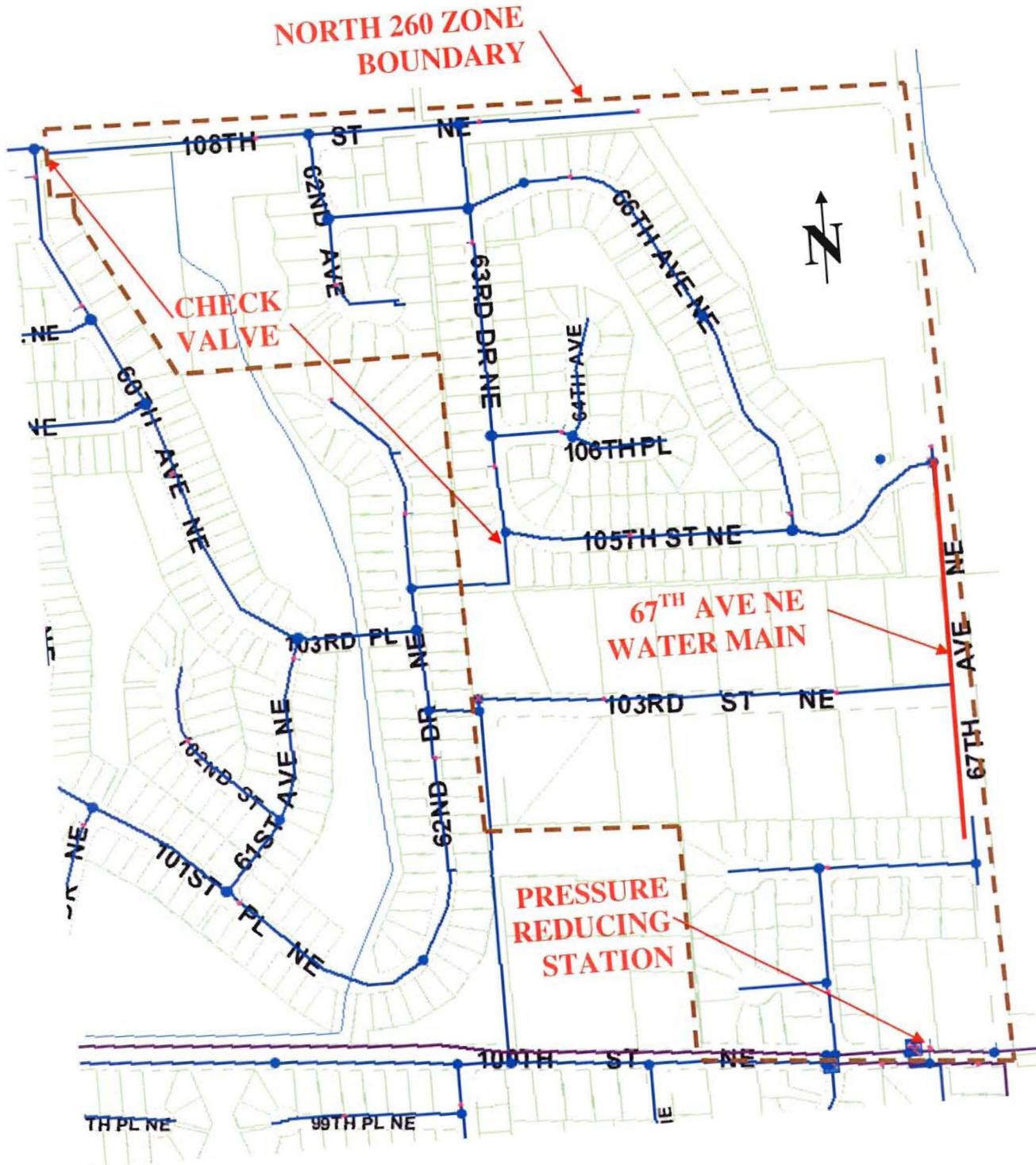
The improvements included the construction of 1,050 feet of 8-inch ductile iron water main on 67th Ave NE from 101st Pl NE to 105th St NE, construction of a pressure reducing valve station (PRV) on City owned property at 6605 100th St NE including 270 feet of 8-inch ductile iron water main, and construction of two check valves.

City Council awarded the project to Reece Trucking and Excavating, Inc. on March 28, 2011 in the amount of \$310,966.27. The total project cost was \$285,925.79, which is \$25,040.48 (8%) under the contract amount.

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

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the 2011 Zone Boundary Modifications project, starting the 45-day lien filing period for project closeout.

Vicinity Map





PUBLIC WORKS
Kevin Nielsen, *Director*

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

December 19, 2011

Reece Trucking and Excavating, Inc.
PO Box 1531
Marysville, WA 98270

Subject: 2011 Zone Boundary Modifications – Physical Completion

Dear Josh:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Monday, July 11, 2011. Now that I am in receipt of your final pay request, I can move forward with closing this project out.

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

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

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. I have received all Affidavits of Wages Paid for this project.

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

Sincerely,

A handwritten signature in black ink, appearing to read "J. Laycock", written over a white background.

Jeff Laycock, PE
Project Engineer

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/23/2012

AGENDA ITEM: Downtown Initiative	
PREPARED BY: Gloria Hirashima, CAO. DEPARTMENT: Executive	DIRECTOR APPROVAL:
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:

SUMMARY:

Discussion and presentation of Downtown Initiative. Discussion material is anticipated to be provided by end of day on 1/24.

PLACEHOLDER

RECOMMENDED ACTION: Council to provide direction.

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/23/2012

AGENDA ITEM: Pedestrian Improvements	
PREPARED BY: Gloria Hirashima, CAO. DEPARTMENT: Executive	DIRECTOR APPROVAL:
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:

SUMMARY:

Discussion and presentation of Pedestrian Improvements for Marshall Elementary and the Sunnyside loop. Discussion material is anticipated to be provided by end of day on 1/24.

PLACEHOLDER

RECOMMENDED ACTION: Council to provide direction.

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/23/2012

AGENDA ITEM: Ordinance of the City of Marysville Amending Section 3.69.010 of the Marysville Municipal Code to Increase the City Surface Water Utility Gross Receipts Tax rate from Six Percent to Eight and One Half Percent of Gross Receipts.	
PREPARED BY: Sandy Langdon, Admin. Svcs./Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL: 
ATTACHMENTS: Amending Ordinance MMC 3.69 Ordinance 2170	
BUDGET CODE:	AMOUNT:

SUMMARY:

Currently the City's imposes a 6% utility tax on the City's surface water utility. This tax is imposed only on the City's surface water utility fund.

Currently there is no statutory limit on the rate that may be imposed. Recent reviews of other entities have indicated an average rate of 8.46%.

The amending ordinance requests an increase of 2.5%. This increase would generate approximately \$68,000 additional revenue to the General Fund, which would contribute to the service needs of the city such as assisting with the Street and Golf subsidy and general services.

The proposed increase will not affect the current surface water rate charged to users.

RECOMMENDED ACTION: Staff recommends that Council approve the Ordinance to amend section 3.69.010 of the Marysville Municipal Code to increase the city surface water utility gross receipts tax rate from six percent to eight and one half percent of gross receipts.

CITY OF MARYSILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION 3.69.010
OF THE MARYSVILLE MUNICIPAL CODE TO INCREASE THE CITY SURFACE
WATER UTILITY GROSS RECEIPTS TAX RATE FROM SIX PERCENT TO EIGHT
AND ONE HALF PERCENT OF GROSS RECEIPTS.**

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO
ORDAIN AS FOLLOWS:

SECTION 1. MMC 3.69.010 of the Marysville Municipal Code is hereby amended to
read as follows:

Tax imposed. There is levied and there shall be collected from the surface water utility
department of the city a tax in the amount of eight and one half percent (8 ½%) of the gross
receipts of the customer accounts in such department.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By _____
GRANT K. WEED, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

Chapter 3.69
SURFACE WATER UTILITY
GROSS RECEIPTS TAX

Sections:

- 3.69.010 Tax imposed.
- 3.69.020 Tax payment.
- 3.69.030 Deposit of revenues.
- 3.69.040 Excess payment.

3.69.010 Tax imposed.

There is levied and there shall be collected from the surface water utility department of the city a tax in the amount of six percent of the gross. (Ord. 2170, 1997; Ord. 1976 § 3, 1993; Ord. 1926 § 1, 1992).

3.69.020 Tax payment.

The tax imposed by MMC 3.69.010 shall be due and payable in monthly installments and remittance thereof shall be due by the twentieth day of the following month in which the tax accrued. On or before the twentieth day of such month the surface water utility department shall make a return upon a form to be provided by the director of finance setting forth such information as may be required and showing the amount of the tax for which the surface water utility department is liable for the preceding monthly period, and shall transmit the same to the director of finance together with the remittance for the amount then due. (Ord. 1976 § 3, 1993; Ord. 1926 § 1, 1992).

3.69.030 Deposit of revenues.

All revenue derived from the tax imposed in this chapter shall be deposited in the general fund of the city. (Ord. 1976 § 3, 1993; Ord. 1926 § 1, 1992).

3.69.040 Excess payment.

Any money paid to the general fund through error and in excess of such tax shall be credited against any tax due or to become due in the succeeding monthly period. (Ord. 1976 § 3, 1993; Ord. 1926 § 1, 1992).

This page of the Marysville Municipal Code is current through Ordinance 2883, passed December 12, 2011.

Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.marysvillewa.gov/>
(<http://www.marysvillewa.gov/>)
City Telephone: (360) 363-8000

Code Publishing Company
(<http://www.codepublishing.com/>)
eLibrary

(<http://www.codepublishing.com/elibrary.html>)

1 - Utilities
1 - Finance
1 - Code Pub.
1 - Mun. Res.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2170

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING MMC 3.69.010 RELATING TO TAX IMPOSED ON THE SURFACE WATER UTILITY DEPARTMENT.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON DO ORDAIN AS FOLLOWS:

MMC 3.69.010, which reads as follows:

There is levied and there shall be collected from the surface water utility department of the city a tax in the amount of five percent of the gross.

is hereby amended to read as follows:

There is levied and there shall be collected from the surface water utility department of the city a tax in the amount of six percent of the gross.

PASSED by the City Council and APPROVED by the Mayor this 8th day of December, 1997.

CITY OF MARYSVILLE

By David Weiser
MAYOR

ATTEST:

By Ray Swenson
CITY CLERK

Approved as to form:

By Monte Weed
CITY ATTORNEY

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ORDINANCE
/mv/surwat-tax.ord

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/23/2012

AGENDA ITEM: Ordinance of the City of Marysville Amending Section 3.65.010 of the Marysville Municipal Code to Increase the City Water and Sewer Utility Gross Receipts Tax rate from Six and One Half Percent to Eight and One Half Percent of Gross Receipts.	
PREPARED BY: Sandy Langdon, Admin. Svcs./Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL: 
ATTACHMENTS: Amending Ordinance MMC 3.65 Ordinance 2840	
BUDGET CODE:	AMOUNT:

SUMMARY:

Currently the City's imposes a 6.5% utility tax on the City's water and sewer utility. This tax is imposed only on the City's water and sewer utility fund.

Currently there is no statutory limit on the rate that may be imposed. Recent reviews of other entities have indicated an average rate of 8.46%.

The amending ordinance requests an increase of 2%. This increase would generate approximately \$290,000 additional revenue to the General Fund, which would contribute to the service needs of the city such as assisting with the Street and Golf subsidy and general services.

The proposed increase will not affect the current water or sewer rate charged to users.

RECOMMENDED ACTION: Staff recommends that Council approve the Ordinance to amend section 3.65.010 of the Marysville Municipal Code to increase the city water and sewer utility gross receipts tax rate from six and one half percent to eight and one half percent of gross receipts.

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION 3.65.010 OF THE MARYSVILLE MUNICIPAL CODE TO INCREASE THE CITY WATER AND SEWER GROSS RECEIPTS TAX RATE FROM SIX AND ONE HALF PERCENT TO EIGHT AND ONE HALF PERCENT OF GROSS RECEIPTS.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. MMC 3.65.010 of the Marysville Municipal Code is hereby amended to read as follows:

Tax imposed. There is levied and there shall be collected from the water and sewer department of the city a tax in the amount of eight and one half (8 ½%) percent of the gross receipts of the customer accounts in such department; provided, the tax is not collected from receipts received by the department from any public water or sewer district or city or from the receipts from wholesale sales of water to other public purveyors.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By _____
GRANT K. WEED, CITY ATTORNEY

Date of publication: _____
Effective Date (5days after publication): _____

Chapter 3.65
WATER AND SEWER DEPARTMENT GROSS RECEIPTS TAX

Sections:

- 3.65.010 Tax imposed.
- 3.65.020 Tax payment.
- 3.65.030 Deposit of revenues.
- 3.65.040 Excess payments.

3.65.010 Tax imposed.

There is levied and there shall be collected from the water and sewer department of the city a tax in the amount of six and one-half percent of the gross receipts of the customer accounts in such department; provided, the tax is not collected from receipts received by the department from any public water or sewer district or city or from the receipts from wholesale sales of water to other public purveyors. (Ord. 2840 § 1, 2010; Ord. 2168, 1997; Ord. 1976 § 1, 1993; Ord. 1812 § 1, 1990).

3.65.020 Tax payment.

The tax imposed by MMC 3.65.010 shall be due and payable in monthly installments and remittance thereof shall be due by the twentieth day of the following month in which the tax accrued. On or before the twentieth day of such month the water and sewer department shall make a return upon a form to be provided by the director of finance setting forth such information as may be required and showing the amount of the tax for which the water and sewer department is liable for the preceding monthly period, and shall transmit the same to the director of finance together with the remittance for the amount then due. (Ord. 1976 § 1, 1993; Ord. 1812 § 1, 1990).

3.65.030 Deposit of revenues.

All revenue derived from the tax imposed in this chapter shall be deposited in the general fund of the city. (Ord. 1976 § 1, 1993; Ord. 1812 § 1, 1990).

3.65.040 Excess payments.

Any money paid to the general fund through error and in excess of such tax shall be credited against any tax due or to become due in the succeeding monthly period. (Ord. 1976 § 1, 1993; Ord. 1812 § 1, 1990).

This page of the Marysville Municipal Code is current through Ordinance 2883, passed December 12, 2011.

Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.marysvillewa.gov/>
(<http://www.marysvillewa.gov/>)
City Telephone: (360) 363-8000
Code Publishing Company
(<http://www.codepublishing.com/>)
eLibrary
(<http://www.codepublishing.com/elibrary.html>)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2840

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION 3.65.010 OF THE MARYSVILLE MUNICIPAL CODE TO INCREASE THE CITY WATER AND SEWER GROSS RECEIPTS TAX RATE FROM SIX PERCENT TO SIX AND ONE HALF PERCENT OF GROSS RECEIPTS.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. MMC 3.65.010 of the Marysville Municipal Code is hereby amended to read as follows:

Tax imposed. There is levied and there shall be collected from the water and sewer department of the city a tax in the amount of six and one half (6 1/2%) percent of the gross receipts of the customer accounts in such department; provided, the tax is not collected from receipts received by the department from any public water or sewer district or city or from the receipts from wholesale sales of water to other public purveyors.

PASSED by the City Council and APPROVED by the Mayor this 8th day of November, 2010.

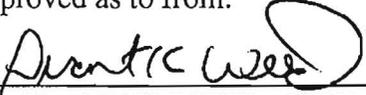
CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By 
GRANT K. WEED, CITY ATTORNEY

Date of publication: 11/17/10
Effective Date (5 days after publication): 11/22/10

cc: City Clerk
~~MISS~~
~~Booker~~

CITY OF MARYSVILLE orig: File
Marysville, Washington

RESOLUTION NO. 2120

A RESOLUTION OF THE CITY OF MARYSVILLE RELATING TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. 2067.

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; NOW, THEREFORE,

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

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

I. General: These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.

II. Organization:

- A. Swearing in of New Councilmembers. Newly elected Councilmembers shall be sworn in as provided in state law.
- B. Mayor Pro Tem. The Council shall elect a Mayor Pro Tem for a term of two years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting.
- C. Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.

D. Attendance and Excused Absences.

1. Councilmembers. RCW 35.24.100 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.
2. City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E. Decorum.

1. Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
2. Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Councilmembers shall:
 - a. Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
 - b. Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.

3. Ex parte Communication. Consistent with RCW 42.36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Councilmember must disassociate him/herself from the proceedings, unless:
 - a. That Councilmember places on the record the substance of any written or oral ex parte communications concerning of the action; and
 - b. The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
4. Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.

F. Voting.

1. Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
 2. Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
 3. General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
 4. Reconsideration. Any Councilmember who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for reconsideration of a matter when all Councilmembers are present.
- G. Adjournment. Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

III. Officers:

- A. Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tem, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tem, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.
- B. Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:
1. Call the meeting to order.
 2. Keep the meeting to its order of business.
 3. Control discussion in an orderly manner by:
 - a. Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
 - b. Permitting citizen comments at the appropriate times; and
 - c. Requiring all speakers to speak to the question and to observe the rules of order.
 4. Decide all questions of order, subject to the provisions of Section I above.

IV. Committee Appointments. With the Mayor Pro Tem acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.

V. Council Meetings.

- A. Open to the Public. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.
- B. Type of Meetings.
1. Regular Meetings. The Council shall hold their Regular Meetings on the first, second, third and fourth Mondays of the month between 7:00 p.m. and 11:00 p.m. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by motion of a City Councilmember. Should any Monday fall on a legal holiday, the meeting shall be held at the same hour and place on the next working day.

2. Workshops. The Council shall hold workshop meetings on the first and third Monday of each month commencing at 7:00 p.m. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Except with the vote of a majority of Council, no public comment shall be received at such workshops. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.
3. Special Meetings. Special Meetings may be called by the Mayor by written notice delivered to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. If written notice is delivered and a Councilmember is not home, the City will make reasonable attempts to contact the Councilmember by phone. Proper notice shall also be given to the news media. Special Meetings shall also be called by the Mayor upon the written request of any three members of the Council. The notice of such Special Meetings shall state the subjects to be considered, and no subjects other than those specified in the notice shall be considered. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present for such meeting.

C. Executive Sessions.

1. General. The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer shall announce the general purpose of the session and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the session is being extended.
2. Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State

law or when it is subject to the attorney-client privilege.

3. Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.

D. Meeting Place. Regular Council Meetings will be held at the Public Safety Building at 1049 State Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.

E. Council Agenda.

1. Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:

- a. Call to Order
- b. Invocation
- c. Flag Salute
- d. Minutes of Previous Meetings
- e. Citizen Comments on items not on Agenda
- f. Petitions and Communications
- g. Consent Agenda
- h. Action Items
- i. Discussion Items
- j. Information Items
- k. Adjournment
- l. Executive Session
- m. Reconvene
- n. Adjournment

2. Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know

that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.

3. Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item "Approve the Agenda Contents and Order," the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.

VI. Public Testimony and Comments.

A. Oral and Written Comments.

1. General. The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under "Citizen Comments on items not on the Agenda" and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the

"Citizen Comments on items not on the Agenda" period if the Council will allow comment on a particular item. The Mayor will decide, with the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.

2. Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
3. Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

4. Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- a. Appearance of Fairness Query
- b. Swearing in
- c. Staff presentation
- d. Board or Commission recommendation

- e. Applicant's statement
- f. Council's questions of Staff, Commission, and Applicant
- g. Citizens' testimony
- h. Rebuttal by Applicant
- i. Public testimony closed
- j. Council deliberation
- k. Council action

5. Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. In order for written comments to reach the Council for consideration prior to the meeting or hearing, they should be filed with the Clerk no later than 1 p.m. of the Wednesday preceding the Regular Meeting for distribution to the Council with the regular agenda packet.

VII. Periodic Review. It is the intent of the City Council that council procedures be periodically reviewed as needed, but no less than every two years. Therefore Council procedures shall be reviewed in the month of January of every even numbered year, and may be amended at any other time that the Council shall choose.

VIII. Effect/Waiver of Rules. These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.

IX. Repealer. All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. 2067 is hereby REPEALED for the reason that it is replaced by this resolution.

9th PASSED by the City Council and APPROVED by the Mayor this
day of February, 2004.

CITY OF MARYSVILLE

By Dennis L Kendall
Dennis Kendall, Mayor

ATTEST:

By Perry Becker
CITY CLERK

Approved as to form:

By Mark K. Weed
CITY ATTORNEY