

Marysville City Council Meeting

June 25, 2012

7:00 p.m.

City Hall

Call to Order

Invocation/Pledge of Allegiance

Roll Call

Committee Report

Presentations

- A. Employee Services Awards

Audience Participation

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

1. Approval of June 4, 2012, City Council Work Session Minutes.
2. Approval of June 11, 2012, City Council Meeting Minutes.

Consent

3. Approval of the June 13, 2012, Claims in the Amount of \$1,233,073.90; Paid by Check Number's 77739 through 77906.

Review Bids

Public Hearings

4. Public Hearing to Consider a Six Year Transportation Improvement Plan (2013 - 2018).

A **Resolution** of the City of Marysville Adopting a Six Year Transportation Improvement Program (2013-2018) in Accordance with RCW 35-77-010.

New Business

5. Acceptance of the LED Street Lighting Retrofit Project with Totem Electric, Starting the 45-Day Lien Filing Period for Project Closeout.
6. Professional Services Agreement for Child Interview Specialist Service with Snohomish County Child Advocacy Center d/b/a/ Dawson Place.
7. Lease Agreement between the City of Marysville and Yamaha Motor Company for Ten Gas Powered Carts.
8. Application for the Greater Marysville Artists' Guild to Conduct an Outdoor Art Festival at Comeford Park July 28-29, 2012.

Legal

Marysville City Council Meeting

June 25, 2012

7:00 p.m.

City Hall

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.

Index #1



Work Session
June 4, 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, Chief Rick Smith, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Associate Planner Angela Gemmer, and Recording Secretary Laurie Hugdahl.

Committee Reports

None

Approval of Minutes

1. Approval of April 9, 2012, City Council Meeting Minutes.
2. Approval of May 29, 2012, City Council Meeting Minutes.

Consent

3. Approval of May 23, 2012, Claims in the Amount of \$329,306.99; Paid by Check Number's 77311 through 77500.

4. Approval of May 30, 2012, Claims in the Amount of \$145,153.84; Paid by Check Number's 77501 through 77644 with Check Number's 75425 Voided.
5. Approval of May 18, 2012, Payroll in the Amount of \$793,639.98; Paid by Check Number's 25448 through 25501.

Review Bids

6. Award the Bid for the 51st Avenue NE (84th Street NE to 88th Street NE) Contract to SRV Construction, Inc. in the Amount of \$1,402,637.03 Including Washington State Sales Tax and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,502,637.02.

Director Nielsen explained that SRV was the low bidder on the 51st Avenue NE job. He noted that the City did an interlocal agreement with the County to use this money to get the construction started. Councilmember Toyer asked when this project will be completed. Director Nielsen said it would be open by the start of school. Councilmember Muller asked about the rest of the landscaping. Director Nielsen stated that anything that anyone wanted has already been taken. Gloria Hirashima added that the public offering of those items was a big success. Mayor Nehring commented that it is good news to see this starting.

Public Hearings

7. A Public Hearing Concerning Ordinances 2867 and 2882 Regarding Medical Marijuana Dispensaries, Collective Gardens, and the Licensing and Permitting Thereof (will be held June 11, 2012).

CAO Hirashima stated that this is a proposal for a one-year extension on the existing medical marijuana moratorium. The extension would enable the City to continue to monitor, work on, and regulate the opening of medical marijuana facilities in the City of Marysville through a moratorium. She explained that the medical marijuana laws continue to be in a state of uncertainty in the state of Washington.

Councilmember Seibert commented that the packet says staff is requesting a six-month extension. CAO Hirashima remarked that this would need to be corrected if it is not clear. Councilmember Toyer asked how long of a moratorium they could impose. Director Hirashima replied that one year is the longest amount of time. Councilmember Stevens asked how long they could keep extending the moratorium. City Attorney Grant Weed explained that there is not a standard in the law, but for other issues it has been extended for two or three years without having major legal issues when there is a reasonable basis.

New Business

8. Professional Services Agreement with Osborn Consulting in the Amount of \$279,750 to Provide Consulting Services to the City for the North Marysville Regional Pond #2 Project.

Director Nielsen explained that this is for finalization of the design plans and bid specs for Pond #2. As the economy turns around, staff believes that Pond # 2 will be needed, not only for the Hayho area, but for the Smokey Point Master Plan.

9. Independent Contractor/Concessionaire Agreement with Rhonda Moen DBA Ice Cream Mom for Ice Cream Vending Services Effective June 30, 2012 through September 30, 2012.

Director Ballew explained that this would be for the outdoor events throughout the summer. Councilmember Wright thought that this was great, but wondered if this would require extra cleanup for the crews. Director Ballew said they have realized no impact with this particular type of scenario when they have sold hotdogs in the past.

10. Independent Contractor/Concessionaire Agreement with The Hillside Church for concessionaire services effective June 30, 2012 through December 31, 2012.

Director Ballew explained that this is the same type of agreement as item 9. He commented that it is nice that The Hillside Church provides healthy alternatives.

11. An Interim Ordinance of the City of Marysville, Washington, Adopting an Extension of a Moratorium on the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and the Permitting Thereof; Defining "Medical Marijuana Dispensary"; Referring the Matter to the Planning Commission for Review; Establishing an Effective Date; Amending Ordinances No. 2867 and 2882; and Providing that the Extended Moratorium will Expire Six (6) Months from the Date of Expiration of Ordinance No. 2882.

This is the ordinance for the extension of the moratorium. It was noted that the date of the extension needs to be clarified to be a one-year extension.

Carmen Rasmussen referred to the top of page 3 (11-4), under the first *Whereas*, and noted that the date needs to be inserted. The date for the public hearing on the same page also needs to be added.

Councilmember Toyer asked how other cities are approaching this issue. City Attorney Weed replied that the majority of cities are handling it as Marysville is, but they are doing it in different ways.

12. An Ordinance of the City of Marysville, Washington, Amending the City's Municipal Code and Development Regulations by Amending Sections 22C.160.140 and 22C.160.140 and 22C.160.160 of MMC Chapter 22C.160, Signs; Amending Section 22C.010.380 of MMC Chapter 22C.010, Residential Zones, Amending Section 22C.020.330 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones; Amending Sections 22C.010.060 and 22C.010.070 of MMC Chapter 22C.010, Residential Zones; Amending Section 22C.010.380 of MMC Chapter 22C.010, Residential Zones; Amending Section 22C.020.330 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and 22C.010.070 of MMC Chapter 22C.010, Residential Zones; Amending Sections 22C.020.060 and 22C.020.070 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones; Amending Section 6.76.030 of MMC Chapter 6.76 Noise Regulation; Amending Section 22C.010.310 of MMC Chapter 22C.010 Residential Zones; Amending Section 22C.130.030 of MMC Chapter 22C.130 Parking and Loading; Amending Section 22C.180.020 of MMC Chapter 22C.180 Accessory Structures; Amending Section 22A.020.020 of MMC Chapter 22A.020 Definitions; Amending Section 22C.220.070 of MMC Section 22G.010.420 of MMC Chapter 22G.010 Land Use Application Procedures; and Amending Section 22A.010.160 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.

Associate Planner Angela Gemmer reviewed each of the proposed changes as contained in Council's packet on pages 12-3 to 12-29.

13. An Ordinance of the City of Marysville, Washington, Relating to the City's Animal Control Regulations; and Adding a New Section 10.04.315 Chickens to MMC Chapter 10.04 Animal Control.

Associate Planner Gemmer reviewed the proposed standards to regulate the keeping of chickens. The proposed amendment would allow for reduced setbacks on chicken enclosures to allow for the keeping of chickens on smaller lots, would restrict roosters to lots that are greater than one acre in size, and provide other standards for the keeping of chickens in order to promote compatibility with adjacent residential uses.

There were mixed opinions about the number of chickens that should be allowed. Councilmember Muller noted that twelve chickens would produce about 60 eggs a week, which would be a lot for one family. He raised concerns about the amount of noise, mess, and smell associated with having that many chickens. He also felt that there should be some requirement for predator-proof enclosures to prevent a rodent problem. Councilmember Rasmussen commented that six chickens would be a reasonable limit for a family and would prevent some of those problems. Councilmember Muller agreed. He reviewed other cities' standards. CAO Hirashima explained that the Planning Commission had considerably modified what had been proposed by staff. The Planning Commission's general feeling on this was that the keeping of chickens should be opened up with as little regulation as possible. Councilmember Vaughan discussed his experience raising chickens. He spoke against

over-regulating the keeping of chickens in general. He also asserted that the rodent problem in the City is not tied to chickens; it is tied to dog food left out and food waste in the garbage, yard waste, and compost piles. He did not think the number of people who would actually start keeping chickens would be that high. Councilmember Toyer commented on his family's experience raising large numbers of chickens. He did not think twelve chickens would be a problem. Councilmember Rasmussen reiterated that she would be more comfortable with a six-chicken limit. It was noted that the enforcement would be complaint-driven on this issue.

14. Change Order No. 3 for Municipal Court Emergency Roof Repair

Director Nielsen explained that the Department of Revenue is requiring sales tax on the bonds for this project as this project is closed out. The insurance company will be paying for it.

Legal

Mayor's Business

- Congratulations to Kristi Guy and the Wellness Team for another Well City Award. They continue to do a terrific job with that.
- The Healthy Communities event over the weekend was a great event.
- He and Councilmember Wright attended a Scoop Jackson Centennial Celebration last Thursday which was very nicely done.
- As part of Economic Alliance Snohomish County, the board has put together a Snohomish Aerospace in Action Committee which met for the first time last Wednesday. This is designed to start preparing for the battle for the next generation 777X. Boeing has hinted that the decision will likely come in the next year to year and a half. The idea behind this is to keep the momentum rolling in this region by focusing on key related areas.
- The Relay for Life is this Saturday.

Staff Business

Sandy Langdon informed Council that the auditors are still at work.

Kevin Nielsen had no comments.

Rick Smith:

- He reported that the Torch Run for Special Olympics went well last week. He commended Patricia Duemmell for arranging this.
- The Burglary Strike Team has been very successful. In the last four weeks they have had over two dozen arrests. The NITE team, three patrol officers, detectives, and crime analysts are doing an outstanding job.
- The clean up of indigent camps on 116th has gone well. They have worked with Public Works, the Tribes, and the property owners to clean up the mess. Public

Works is still hard at work on this. Mayor Nehring commented that the burglaries and the 116th issue are both very significant issues. He thanked Police for their work on both of these and also Public Works for their work on the cleanup of the mess on 116th.

Grant Weed had no comments.

Gloria Hirashima:

- She echoed compliments to Police on the burglary efforts and Police and Public Works on the 116th issue. She acknowledged that this was a joint project. While the City is doing the bulk of the work, the Tribes are stepping forward for the disposal costs.
- She informed Council that BNSF is proposing a closure of 172nd Street for railroad work on June 6 and June 7. BNSF submitted permits to the City, the County and WSDOT. The City of Marysville denied the permit because of numerous concerns from Public Safety and the Lakewood School District (since school will still be in session), but was informed that BNSF will be closing the street anyway. BNSF has indicated that they will have detour signs up directing people. Director Nielsen reiterated that the City denied the right-of-way permit and requested that BNSF wait until school is over, which is only two weeks away, but BNSF refused. CAO Hirashima explained that the Fire department will stage additional personnel on the other side for public safety. This will require overtime for staff, and BNSF is not willing to pick up the additional cost of that. She stated that they will put out a press release to notify people to plan a detour route and to inform them that the City did try to address this with BNSF.

Call on Councilmembers

Rob Toyer brought up an email from Carol Whitney with concerns about some overgrown grass in a right-of-way. Mayor Nehring said he received the email and responded to her. He noted that the care of the right-of-way has been switched from Parks to Public Works. This spot was not on their regular cycle, but is now. Director Nielsen requested that the email be forwarded on to him so he can follow up.

Steve Muller commented that the Healthy Communities event was well-attended and a big success.

Donna Wright:

- She saw a nice article in *AWC City Vision* about Mayor Nehring as well as the Mayor Joe Marine from Mukilteo and Mayor Dianne White from Stanwood. She commented that North Snohomish County was well represented in that issue.
- She enjoyed attending the events for Senator Jackson. She had the privilege of knowing him and his family. She recalled a humorous story about him and his influence even to this day, not only in this state, but around the world.

Jeff Seibert commented on the importance of the City's foresight to maintain rail access to the north end with the industrial district since Boeing and Aerocell are also utilizing tracks in that area.

Michael Stevens thanked Angela Gemmer for her hard work on the codes.

Carmen Rasmussen reported that the Healthy Communities Challenge Day was excellent and extremely well-attended.

Jeff Vaughan had no comments.

Executive Session

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

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:16 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Volunteer of the Month for May 2012 - Tyler Van Brocklin	Presented
Proclamation - Declaring June 23rd, 2012 Family YMCA 360 Break Dance Competition Day	Presented
Proclamation - Declaring June 14-21, 2012 35th Annual National Nursing Assistants' Week	Presented
Approval of Minutes	
Approval of April 9, 2012, City Council Meeting Minutes	Approved
Approval of May 29, 2012, City Council Meeting Minutes	Approved
Consent Agenda	
Approval of May 23, 2012, Claims in the Amount of \$329,306.99; Paid by Check Number's 77311 through 77500.	Approved
Approval of May 30, 2012, Claims in the Amount of \$145,153.84; Paid by Check Number's 77501 through 77644 with Check Number's 75425 Voided.	Approved
Approval of May 18, 2012, Payroll in the Amount of \$793,639.98; Paid by Check Number's 25448 through 25501.	Approved
Professional Services Agreement with Osborn Consulting in the Amount of \$279,750 to Provide Consulting Services to the City for the North Marysville Regional Pond #2 Project.	Approved
Independent Contractor/Concessionaire Agreement with Rhonda Moen DBA Ice Cream Mom for Ice Cream Vending Services Effective June 30, 2012 through September 30, 2012.	Approved
Independent Contractor/Concessionaire Agreement with The Hillside Church for concessionaire services effective June 30, 2012 through December 31, 2012.	Approved
Change Order No. 3 for the Municipal Court Emergency Roof Repair with Riverside Roof LLC in the Amount of \$186.16 Including Washington State Sales Tax.	Approved
Approval of June 6, 2012, Claims in the Amount of \$222,389.09; Paid by Check Number's 77645 through 77738.	Approved
Approval of June 5, 2012, Payroll in the Amount of \$1,418,721.97; Paid by Check Number's 25502 through 25574.	Approved
Review Bids	
Award the Bid for the 51st Avenue NE (84th Street NE to 88th Street NE) Contract to SRV Construction, Inc. in the Amount of \$1,402,637.03 Including Washington State Sales Tax and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,502,637.02.	Approved
Public Hearing	
A Public Hearing Concerning Ordinances 2867 and 2882 Regarding Medical Marijuana Dispensaries, Collective Gardens, and the Licensing and Permitting Thereof.	Held
An Interim Ordinance of The City of Marysville, Washington, Adopting an Extension of a Moratorium on the Establishment of Medical Marijuana	Approved Ord. No. 2899

<p>Dispensaries, Collective Gardens and the Licensing and Permitting Thereof; Defining "Medical Marijuana Dispensary"; Referring the Matter to the Planning Commission for Review; Establishing an Effective Date; Amending Ordinances No. 2867 and 2882; and Providing that the Extended Moratorium Will Expire on July 5, 2013 -- One (1) Year from the Date of Expiration of Ordinance No. 2882.</p>	
<p>New Business</p>	
<p>An Ordinance of the City of Marysville, Washington, Amending the City's Municipal Code and Development Regulations by Amending Sections 22C.160.140 and 22C.160.140 and 22C.160.160 of MMC Chapter 22C.160, Signs; Amending Section 22C.010.380 of MMC Chapter 22C.010, Residential Zones, Amending Section 22C.020.330 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones; Amending Sections 22C.010.060 and 22C.010.070 of MMC Chapter 22C.010, Residential Zones; Amending Section 22C.010.380 of MMC Chapter 22C.010, Residential Zones; Amending Section 22C.020.330 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and 22C.010.070 of MMC Chapter 22C.010, Residential Zones; Amending Sections 22C.020.060 and 22C.020.070 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones; Amending Section 6.76.030 of MMC Chapter 6.76 Noise Regulation; Amending Section 22C.010.310 of MMC Chapter 22C.010 Residential Zones; Amending Section 22C.130.030 of MMC Chapter 22C.130 Parking and Loading; Amending Section 22C.180.020 of MMC Chapter 22C.180 Accessory Structures; Amending Section 22A.020.020 of MMC Chapter 22A.020 Definitions; Amending Section 22C.220.070 of MMC Section 22G.010.420 of MMC Chapter 22G.010 Land Use Application Procedures; and Amending Section 22A.010.160 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.</p>	<p>Approved Ord. No. 2898</p>
<p>An Ordinance of the City of Marysville, Washington, Relating to the City's Animal Control Regulations; and Adding a New Section 10.04.315 Chickens to MMC Chapter 10.04 Animal Control.</p>	<p>Approved Ord. No. 2900</p>
<p>Legal</p>	
<p>Mayor's Business</p>	
<p>Staff Business</p>	
<p>Call on Councilmembers</p>	
<p>Adjournment</p>	<p>8:35</p>



Regular Meeting
June 11, 2012

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. The invocation was given by Pastor Kathy Berkley of Judah Praise Center. Mayor Nehring then 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, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Information Officer Doug Buell, Associate Planner Angela Gemmer, and Recording Secretary Laurie Hugdahl.

Committee Report

Councilmember Seibert reported on the June 8 Public Works Committee where they discussed the ongoing transportation improvements projects list. The committee is trying to narrow down priorities for improvements based on available funding. They also discussed school zone policies with a focus on what can be done to ensure safety.

Presentations

A. Volunteer of the Month

The Volunteer of the Month award for May 2012 was presented to Tyler Van Brocklin for his outstanding contributions, compassion and commitment to community service through volunteer work with the Marysville Parks Department and Ken Baxter Community Center, enriching the lives of those he helps and supports.

B. Proclamation - Declaring June 23rd, 2012 Family YMCA 360 Break Dance Competition Day

Mayor Nehring read the proclamation proclaiming June 23, 2012 as “Marysville Family YMCA 360 Break Dance Competition Day” in the City of Marysville, and encouraging all citizens to recognize the positive and empowering impact that the Marysville Family YMCA and the 360 Break Dance Competition have, both on your youth, and in our community. Preston Dvoskin accepted the Proclamation from Mayor Nehring on behalf of the YMCA.

C. Proclamation - Declaring June 14-21, 2012 35th Annual National Nursing Assistants' Week

Mayor Nehring read the proclamation proclaiming June 14-21, 2012 as “35th Annual National Nursing Assistants' Week “Nursing Assistants @ the Heart of Care” in the City of Marysville, and urging all citizens to join with him, and others nationwide, to celebrate the 35th annual observance of Nursing Assistants Week and to express encouragement and appreciation for the service performed by these caregivers in the public good.

Audience Participation

Preston Dvoskin, 11120 46th Ave NE, Marysville, WA 98271, applauded all departments of the City of Marysville as well as the Council. He urged them to continue in their good work, especially against violence and drugs.

Approval of Minutes

1. Approval of April 9, 2012, City Council Meeting Minutes.

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

2. Approval of May 29, 2012, City Council Meeting Minutes.

Councilmember Rasmussen and Councilmember Vaughan stated that they would be abstaining as they were not at the May 29 meeting.

Motion made by Councilmember Stevens, seconded by Councilmember Wright, to approve the minutes as presented. **Motion** passed unanimously (5-0) with Councilmembers Vaughan and Rasmussen abstaining.

Consent

3. Approval of May 23, 2012, Claims in the Amount of \$329,306.99; Paid by Check Number's 77311 through 77500.
4. Approval of May 30, 2012, Claims in the Amount of \$145,153.84; Paid by Check Number's 77501 through 77644 with Check Number's 75425 Voided.
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16. Approval of June 5, 2012, Payroll in the Amount of \$1,418,721.97; Paid by Check Number's 25502 through 25574.

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

Review Bids

6. Award the Bid for the 51st Avenue NE (84th Street NE to 88th Street NE) Contract to SRV Construction, Inc. in the Amount of \$1,402,637.03 Including Washington State Sales Tax and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,502,637.02.

Motion made by Councilmember Stevens, seconded by Councilmember Rasmussen, to authorize the Mayor to Award the Bid for the 51st Avenue NE (84th Street NE to 88th Street NE) Contract to SRV Construction, Inc. in the Amount of \$1,402,637.03 Including Washington State Sales Tax and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,502,637.02. **Motion** passed unanimously (7-0).

Public Hearings

7. A Public Hearing Concerning Ordinances 2867 and 2882 Regarding Medical Marijuana Dispensaries, Collective Gardens, and the Licensing and Permitting Thereof.

Staff Report:

CAO Hirashima explained that the hearing was to consider a one-year extension to our current moratorium on medical marijuana dispensaries and collective gardens. The City Council adopted Ordinance 2882 in December of 2011 which provided for a six-month moratorium ending July 5, 2012. There remain a lot of questions and uncertainties created by the conflicts between state and federal law. In addition there are likely to be some voter initiatives that will be heard this November. Staff is recommending an extended work program to accommodate continued review of this subject. The one-year moratorium would run through July 5, 2013. City Attorney Grant Weed added that there is additional uncertainty regarding the law due to conflict between federal and state law. Our governor and the governor of another state have initiated a petition to the federal government to reclassify the drug as a prescription drug, but there is no timing in terms of the response to that request. This should also be considered with regard to the decision of whether to extend the current moratorium.

Public Testimony:

The public hearing was opened at 7:24 p.m. and public testimony was solicited. Seeing none, the hearing was closed at 7:24 p.m.

An Interim **Ordinance** of The City of Marysville, Washington, Adopting an Extension of a Moratorium on the Establishment of Medical Marijuana Dispensaries, Collective Gardens and the Licensing and Permitting Thereof; Defining "Medical Marijuana Dispensary"; Referring the Matter to the Planning Commission for Review; Establishing an Effective Date; Amending Ordinances No. 2867 and 2882; and Providing that the Extended Moratorium Will Expire on July 5, 2013 -- One (1) Year from the Date of Expiration of Ordinance No. 2882.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Ordinance No. 2899. **Motion** passed unanimously (7-0).

New Business

12. An **Ordinance** of the City of Marysville, Washington, Amending the City's Municipal Code and Development Regulations by Amending Sections 22C.160.140 and 22C.160.140 and 22C.160.160 of MMC Chapter 22C.160, Signs; Amending Section 22C.010.380 of MMC Chapter 22C.010, Residential Zones, Amending Section 22C.020.330 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones; Amending Sections 22C.010.060 and 22C.010.070 of MMC Chapter 22C.010, Residential Zones; Amending Section 22C.010.380 of MMC Chapter 22C.010, Residential Zones; Amending Section 22C.020.330 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and 22C.010.070 of MMC Chapter 22C.010, Residential Zones; Amending Sections 22C.020.060 and 22C.020.070 of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones; Amending Section 6.76.030 of MMC Chapter 6.76 Noise Regulation; Amending Section 22C.010.310 of MMC Chapter 22C.010 Residential Zones; Amending Section 22C.130.030 of MMC Chapter 22C.130 Parking and Loading; Amending Section 22C.180.020 of MMC Chapter 22C.180 Accessory Structures; Amending Section 22A.020.020 of MMC Chapter 22A.020 Definitions; Amending Section 22C.220.070 of MMC Section 22G.010.420 of MMC Chapter 22G.010 Land Use Application Procedures; and Amending Section 22A.010.160 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.

Associate Planner Angela Gemmer was present to answer any questions. There were none.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve Ordinance No. 2898. **Motion** passed unanimously (7-0).

13. An **Ordinance** of the City of Marysville, Washington, Relating to the City's Animal Control Regulations; and Adding a New Section 10.04.315 Chickens to MMC Chapter 10.04 Animal Control.

Associate Planner Angela Gemmer stated that presently the city code just has a restriction that any chicken enclosure be kept 100 feet from a neighboring residence and that chicken enclosures and premises where chickens are kept be maintained in a nuisance-free condition. In order to enable the keeping of chickens on smaller lots, what is proposed is a reduced setback on chicken enclosures of 15 feet from property lines and maxing out the number of chickens on lots under an acre to 12 chickens. Roosters would be restricted to properties over an acre in size. Chickens would be allowed to roam in fenced yards.

Comments and Questions:

Councilmember Muller referred to Section B, item 2, and noted that “food or flies” should be corrected to “food for flies”. He also referred to item 3 and asked if there is a

staff recommendation for a type or height of fence. Ms. Gemmer stated that she thought six feet would be adequate, but it is not specified in the code.

Councilmember Vaughan asked about the rationale behind the 15 foot setback. Ms. Gemmer explained that this is a typical setback with other jurisdictions. It affords a little more than would be required for a residential structure and would provide a bit more privacy than you would need for a shed or a house. Councilmember Vaughan asked what the setback for a dog run would be. Ms. Gemmer explained that currently there is no setback for a dog run. It would be treated similarly to a fence.

Councilmember Muller commented on the apparent conflict between having a 15-foot setback and then not having a fence containing them. CAO Hirashima commented that the setback was for a coop due to the higher density of the chickens associated with an enclosure.

Councilmember Vaughan commented on his calculations of how these requirements would affect his own property. The proposed requirements with the setbacks would require the placement of the coop right in the middle of his backyard. He noted that a few people with larger lots might have more flexibility with the proposed code, but it would make it impractical in a lot of cases for people to keep chickens. Ms. Gemmer agreed that this would put the coop in the middle of the yard for people with narrow lots. For some of the county-developed lots, this could especially be an issue. She commented that the 15-foot setback is typical for most jurisdictions due to nuisance concerns. Councilmember Vaughan noted that one jurisdiction addressed it by basing it on the size of the roost or coop. He noted that the City has done just fine without having setbacks for dog runs. A lot of people put their dog runs right against the fence on the property line. He thinks that would be more of a potential problem than chickens. He is more comfortable with putting chickens close to the property line.

Councilmember Rasmussen referred to Kirkland's ordinance which allows structures for three fowl or less to be located 10 feet from the property line. She spoke in support of a maximum of six chickens. She agreed that the 15 foot setback is impractical for most properties. She suggested reducing the setback to 10 feet or even less for a small structure.

Councilmember Muller suggested some flexibility with the setbacks for smaller yards. He spoke in support of a lower maximum limit. He also suggested an elevated roost rather than a ground roost. He recommended that processing be done inside an enclosed structure to keep it out of view of neighbors.

Councilmember Seibert expressed concern about moving the enclosures closer to the property line especially if there is proximity to the neighbor's kitchen or bedrooms. As far as the processing, he doesn't have a problem with the code the way it is proposed.

Councilmember Wright commented that a number of properties back up to green growth areas so the setback would not be as necessary for those properties. It would be different if they were next to other houses.

Councilmember Vaughan commented that dogs as disease factors are significantly more of a health risk than chickens. He discussed details related to studies regarding this matter. Chickens are far less of a concern from a public health standpoint. The two things people complain about most from neighbors are noise and odors. He would venture to say that the City has received more complaints about dogs than chickens. He spoke in support of the simplest code possible which states that the chickens should not stink, should stay in your yard, etc. He would like to see the chicken coop fall into line with what they have currently for tool sheds or even for a dog run. This would make a huge difference for people who wish to place a coop in their backyard.

Councilmember Muller suggested having the setback be measured from the neighboring home as opposed to the fence line. Ms. Gemmer indicated that this would be possible. CAO Hirashima stated that it could be minimum five feet or 15 feet from a neighboring structure.

Councilmember Stevens suggested that they could also consider a setback from an opening in a neighboring structure such as a window or a door. This might provide more flexibility. He thought that it could be a problem if a dog run is allowed next to the fence in one neighbor's yard and a chicken coop is allowed adjacent to that fence in the other neighbor's yard.

Councilmember Vaughan spoke in support of Councilmember Muller's recommendation to measure the setback from the neighboring residence. He commented that this is similar to what is in the existing code.

Motion made by Councilmember Muller, seconded by Councilmember Rasmussen, to approve Ordinance No. 2900 with the following amendments:

- Reduce maximum to six female chickens, and
- Amend setback to be 20 feet from any occupied residential structure.

Councilmember Vaughan commented that he supported the motion in general, but had an issue with the proposed number of allowable chickens. He believes that more should be allowed.

Councilmember Toyer stated that his family has been raising chickens for 15+ years. He thinks 12 chickens is acceptable. He spoke against putting too many restrictions on the keeping of chickens.

Councilmember Stevens commented that he thinks the public is more comfortable with dogs than chickens. There is a public perception issue with this. He recommended easing into this issue to allow the public to become more comfortable with the notion of chickens in their backyard.

Councilmember Seibert agreed with Councilmember Toyer's comments about less restriction, but commented that they need to try to balance some of the issues. He

spoke in support of allowing free range chickens, but if they are secured or fenced off from everything else then that area should not be next to the property line.

Councilmember Vaughan said he appreciates Councilmember Stevens' comments, but noted that he sees it differently. He believes as an elected person they should err on the side of individual freedom as much as possible. He suggested allowing more in the beginning so they are not restricting individual freedoms. They can always scale it down later if they need to.

Councilmember Wright agreed with the amendments except for the proposed maximum allowed. She spoke in support of allowing 12 chickens.

Councilmember Muller noted that if someone has 12 chickens and they are living in harmony with their neighbors, this would not be an issue. However, if they are called by a neighbor this would allow some enforcement.

Upon a roll call vote, the **motion** to approve Ordinance 2900 passed 4-3 as amended with Councilmembers Rasmussen, Muller, Stevens, and Seibert voting in favor and Councilmembers Toyer, Wright, and Vaughan voting against the **motion**.

Legal

Mayor's Business

- Economic Alliance of Snohomish County welcomed the U.S.S. Nimitz last Wednesday. It was a great event and was well attended.
- He gave an update on the PSRC General Assembly last week.
- At the SERS Board Meeting they approved the DEM antenna site lease for Granite Falls and the SnoMar subcontract.
- The Relay for Life event last Saturday was a great event. He thanked Doug Buell and Roberta who did a lot of work on behalf of the City Slickers team. The relay overall raised over \$120,000.
- The Strawberry Festival and parade will be held this weekend.
- At the Tribes and City Council meeting this morning they discussed a number of things including the joint cleanup on 116th. They are hoping to find an interim use of that area so it can be more open.
- The School District meeting was very positive.
- For the Community Development Block Grant Fund, they need to put together a 9-person committee with two councilmembers participating. Councilmember Wright and Councilmember Toyer volunteered to participate.
- Mayor Nehring will be on vacation June 25 so Mayor Pro Tem Vaughan will be running that meeting.

Staff Business

Jim Ballew:

- Challenge Day was a very successful day as demonstrated by 892 registrations for the Get Movin' program. He thanked Andrea Kingsford for doing such a great job putting that event on. He also expressed appreciation to all the people in the community who helped out.
- This is Strawberry Festival week. The carnival will be arriving at the middle school soon. The trike race has been cancelled due to low registration.
- The WSDOT/Ebey Slough farewell event will be on Thursday at 10 a.m.

Chief Smith:

- He sent out a media release regarding the traffic accident with a pedestrian involving a fatality, which is currently under investigation.
- The final revisions to the operations plan for the Strawberry Festival are being worked out.
- He gave an update on the tremendous success of the Burglary Strike Team. He also reviewed the goals and methods of the Burglary Strike Team. They wanted to proactively identify and apprehend those that were committing burglaries and vehicle prowls; they wanted to educate and inform the community how to protect themselves and how not to be victims of crimes; and they wanted to decrease the number of new burglaries and vehicle prowls within the City. They utilized crime analysis to identify five hotspots within the City. After five weeks of operation, they have made 52 arrests. Three of the suspects were involved in the obituary burglaries. Two of the hotspots have been dealt with effectively and there have not been any burglaries in that area. Three are still being addressed. They have identified three different rings of individuals, of which there is only one that is active. The Strike Team is actively going after them now. He continued to review the highlights of impressive facts about the success of the Burglary Strike Team. He emphasized that historically over the last few years, burglary was on the rise. At this time every year it rises about 17%. This year they have reduced residential burglary, reduced vehicle prowls, reduced the rate of robberies, and reduced vehicle theft. The only thing that is at the same level is malicious mischief or vandalism. He discussed how this team is also actively reaching out to the community. He acknowledged Lt. Darin Rasmussen, Sgt. Brad Akau, and all of the Strike Team members for the phenomenal work they have done.

Kevin Nielsen:

- The City received a couple grants for safety and transportation for \$1.64 million. He commended John Tatum and other staff for their work on this. Staff is also waiting to hear about two other grants this week.
- SR9 and 92 will be closed the weekend of June 22.
- The railroad has decided to postpone their road closure of 172nd until Lakewood is out of school at the end of next week.

- The County will be doing work on 108th around 83rd at the end of June or beginning of July and it will be closed for one to two months. The detour route will be down Getchell or Ingraham Blvd.
- Happy Fathers Day to all fathers.

Doug Buell:

- He thanked everyone who participated in Relay for Life.
- He introduced the PR Intern Chelsea Sowards who is working with him.
- The Pride of Marysville Neighborhood Improvement Awards Program is asking for more submittals. The deadline will be July 2.

Sandy Langdon:

- The auditors left on Friday. An exit conference will be scheduled in July.
- The Finance Committee meeting next Wednesday does not have a large agenda. There was consensus to cancel the meeting.

Grant Weed had no comments.

Gloria Hirashima:

- Great job to all the employees on the Relay for Life.
- She commended Parks for all their fairs, festivals, etc.
- She congratulated the Police for their incredible success with the Burglary Strike Team.
- She commended Public Works for keeping the projects moving and getting the grants.
- The CDBG applications are out right now and are due by the end of June. There are a lot of interested parties. Staff expects to convene the committee for review of the applications in July. The first allocation for CDBG will be transferred to the City on July 1.

Call on Councilmembers

Carmen Rasmussen:

- At the School District meeting on Friday they had a lengthy discussion about the issue with flyers for the community activities being only available online. She thinks they have come to a solution that will hopefully increase participation and information with the flyer. She emphasized that the School District is as committed to the effort as the City is. They also discussed some contingency ideas if the initial efforts are still not as successful as they hope for.
- She attended Relay for Life at night and especially enjoyed the nighttime atmosphere.

Steve Muller:

- He concurred that Relay for Life was a great event.
- He commended the Police Department for their crackdown on burglaries.
- He commended Parks for Healthy Communities and all the other great events.

Rob Toyer:

- He commended the Police Department for their success with burglaries.
- He brought up a letter he received from residents on 62nd Drive with concerns about fireworks. Mayor Nehring suggested issuing a press release stating that the City intends to enforce laws about fireworks being done only on July 4, not the weeks before and after. Chief Smith said he and his staff will be addressing a strategy addressing fireworks before and after the 4th of July. The Police intend to enforce this issue much more strongly this year. Councilmember Toyer requested a follow-up after July 4 about how many citations were written.

Michael Stevens:

- He commended Kevin Nielsen and his group for the grants they received.
- He also thanked the Police Department for their work regarding burglaries.
- He discussed the Coop of Dreams held in Everett last year which was very well attended. He thinks this elevates the potential quality for the structures and suggested considering something like this.

Jeff Seibert echoed the compliments about the burglary efforts and Public Works grants.

Donna Wright reported that she was a member of the first graduating class of Eastmont High School and received an award last weekend recognizing her as a Distinguished Alumnus.

Jeff Vaughan:

- He congratulated Donna Wright.
- He expressed appreciation for the great work by Police and Public Works.
- He is looking forward to the Strawberry Festival.

Executive Session - None

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:29 p.m.

Approved this _____ day of _____, 2012.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 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 **June 13, 2012** claims in the amount of **\$1,233,073.90** paid by **Check No.'s 77739 through 77906**.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,233,073.90 PAID BY CHECK NO.'S 77739 THROUGH 77906** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **25TH DAY OF JUNE 2012.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/7/2012 TO 6/13/2012**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
77739	AAA FIRE & SAFETY	CO2 REFILLS	WATER/SEWER OPERATION	54.60
77740	ADVANCED TRAFFIC	PRE EMPT DETECTOR	TRANSPORTATION MANAGEM	1,707.91
77741	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	40.52
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	72.86
	ADVANTAGE BUILDING S		COMMUNITY CENTER	358.29
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	433.54
	ADVANTAGE BUILDING S		ADMIN FACILITIES	578.80
	ADVANTAGE BUILDING S		PUBLIC SAFETY FAC-GENL	650.57
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	775.44
	ADVANTAGE BUILDING S		COURT FACILITIES	1,020.62
	ADVANTAGE BUILDING S		UTIL ADMIN	1,108.91
77742	AERATION INDUSTRIES	RECEIVING PIN	WATER/SEWER OPERATION	-20.53
	AERATION INDUSTRIES		WASTE WATER TREATMENT	259.27
77743	AFLAC	FLEX INVOICE-MAY 2012	PERSONNEL ADMINISTRATIO	45.00
77744	AFTS	WEB PAYMENT SERVICES-MAY 2012	UTILITY BILLING	858.75
	AFTS	REMITTANCE PROCESSING-MAY 2012	UTILITY BILLING	971.24
	AFTS	BILL PRINTING SERVICES-MAY 201	UTILITY BILLING	7,101.11
77745	AIR PLAY PARTY RENTA	TABLE RENTALS-CHALLENGE DAY 20	COMMUNITY EVENTS	835.45
77746	ALTERNATIVE BLASTERS	PLATE BRACKETS SAND BLASTED	PARK & RECREATION FAC	35.30
77747	AMSAN SEATTLE	DEGREASER	ER&R	199.99
77748	ANIMAL CARE CENTER	ANIMAL CRUELTY CASE 12-002960	ANIMAL CONTROL	500.00
77749	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	14.28
77750	ARLINGTON POWER	TRIMMER HEADS & REPAIRS	ROADWAY MAINTENANCE	206.73
	ARLINGTON POWER		STORM DRAINAGE MAINTEN/	206.74
	ARLINGTON POWER	CARBURATORS	STORM DRAINAGE	258.46
	ARLINGTON POWER	TRIMMERS	ROADSIDE VEGETATION	714.59
77751	AUKERMAN, WAYNE & RA	UB 761140150001 6113 71ST DR N	WATER/SEWER OPERATION	49.81
77752	B.H.W. HOLDINGS LLC	TUNE UP-LAWN MOWER	ROADSIDE VEGETATION	123.01
	B.H.W. HOLDINGS LLC	WEED EATER RENTALS	GENERAL SERVICES - OVERH	364.90
77753	BAYLEY, LILY MAY	INTERPRETER SERVICES	COURTS	125.00
77754	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUC	12,284.10
77755	BICKFORD FORD	CREDIT	EQUIPMENT RENTAL	-65.16
	BICKFORD FORD	ALTERNATOR	EQUIPMENT RENTAL	279.09
	BICKFORD FORD	LIGHTING CONTROL MODULE	EQUIPMENT RENTAL	308.00
	BICKFORD FORD	ABS CONTROL MODULE	EQUIPMENT RENTAL	568.17
77756	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
77757	BLUMENTHAL UNIFORMS	HEMMING-DYE, L	OFFICE OPERATIONS	11.13
	BLUMENTHAL UNIFORMS	STARS FOR UNIFORMS	POLICE ADMINISTRATION	57.02
77758	BOYDEN ROBINETT & AS	UB 651445490000 10425 62ND DR	WATER/SEWER OPERATION	20.00
77759	BRANOM INSTRUMENT CO	FLOW METER VERIFICATION	WASTE WATER TREATMENT	68.54
	BRANOM INSTRUMENT CO		SOURCE OF SUPPLY	197.02
	BRANOM INSTRUMENT CO		SEWER LIFT STATION	197.02
	BRANOM INSTRUMENT CO		WATER RESERVOIRS	394.06
77760	BRAY, BLAKE	UB 840100564801 7814 64TH PL N	WATER/SEWER OPERATION	154.21
77761	BUFFALO INDUSTRIES	SPILL KITS	STORM DRAINAGE	263.91
77762	CALLAWAY GOLF	PUTTER	GOLF COURSE	79.89
77763	CAMPBELL, CANDACE	UB 761303910000 7510 76TH PL N	WATER/SEWER OPERATION	210.07
77764	CANNON, LLOYD & PATR	UB 980098000022 1 PARCEL #3105	WATER/SEWER OPERATION	91.26
77765	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		ANIMAL CONTROL	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	211.50
77766	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
77767	CARRS ACE	AJAX & BUNGEE CORDS	WASTE WATER TREATMENT	22.74
	CARRS ACE	SUPPLIES-SIGNAL MAINT.	TRANSPORTATION MANAGEM	78.26
	CARRS ACE	LOCKS	ROADWAY MAINTENANCE	84.64
	CARRS ACE	MISC. SUPPLIES	TRANSPORTATION MANAGEM	87.60
	CARRS ACE	MISC. PARTS-PRV MAINT	WATER DIST MAINS	131.18

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
77768	CEMEX	LIQUID ASPHALT	STORM DRAINAGE MAINTEN/	53.51
	CEMEX	CLASS B MOD. ASPHALT	ROADWAY MAINTENANCE	137.59
	CEMEX	LIQUID ASPHALT	STORM DRAINAGE MAINTEN/	152.88
	CEMEX	CLASS B ASPHALT	SEWER MAIN COLLECTION	209.83
	CEMEX	CLASS B & LIQUID ASPHALT	STORM DRAINAGE MAINTEN/	250.75
	CEMEX	CLASS B ASPHALT	STORM DRAINAGE MAINTEN/	348.80
77769	CLEAR IMAGE PHOTOGRA	INSTRUCTOR SERVICES	RECREATION SERVICES	122.50
77770	CNR, INC	MAINTENANCE CONTRACT-JUNE 2012	COMPUTER SERVICES	1,355.79
77771	CODE 4 PUBLIC SAFETY	TRAINING-BURTIS	DETENTION & CORRECTION	99.00
77772	CONSOLIDATED ELECTRI	BULBS	COURT FACILITIES	85.18
	CONSOLIDATED ELECTRI		MAINT OF GENL PLANT	247.66
77773	COOP SUPPLY	SPRAYER SWIVEL COUPLER	SOLID WASTE OPERATIONS	14.11
	COOP SUPPLY	TIGAR CLAW SAW	PARK & RECREATION FAC	32.57
	COOP SUPPLY	T-POSTS	WATER CAPITAL PROJECTS	65.03
	COOP SUPPLY		WATER CAPITAL PROJECTS	135.48
77774	CORNWELL TOOLS	MISC. TOOLS-SHOP	EQUIPMENT RENTAL	567.30
77775	CRAWFORD, ROXIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
77776	CREIGHTON ENGINEERIN	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	1,220.00
77777	CUMMINS NORTHWEST	ENGINE COOLANT BLOCK HEATER	EQUIPMENT RENTAL	241.83
77778	DAVIS DOOR	BOTTOM PIVOT & LABOR	LIBRARY-GENL	1,069.49
77779	DIAMOND B CONSTRUCT	REPLACE HEAT PUMP	UTIL ADMIN	2,666.94
77780	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE MP 12-3542	POLICE PATROL	43.44
77781	DODRILL, KIRSTI	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	90.00
77782	DOORMAN COMMERCIAL	REPLACE DOOR CLOSER/DROP PLATE	UTIL ADMIN	395.30
77783	E&E LUMBER	MISC. SUPPLIES	LIBRARY-GENL	11.36
	E&E LUMBER	MISC. FASTENERS	PARK & RECREATION FAC	17.38
	E&E LUMBER	HOLE SAW, SS ANGLED, CLAMPS, E	PARK & RECREATION FAC	390.78
	E&E LUMBER	MISC. SUPPLIES	ER&R	405.85
77784	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
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	EDGE ANALYTICAL		WATER QUAL TREATMENT	21.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	127.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	180.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	335.00
77785	EDMONDSON, CATHERINE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
77786	ELSNER, SUZANNE	TRAVEL REIMBURSEMENT	MUNICIPAL COURTS	564.43
77787	EVERETT TIRE & AUTO	GOODYEAR WRANGLER TIRES (2)	EQUIPMENT RENTAL	358.08
	EVERETT TIRE & AUTO	GOODYEAR TIRES (6)	ER&R	713.55
77788	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	632.70
	EVERETT, CITY OF	SOUTH EFFLUENT PUMP OPERATIONS	WASTE WATER TREATMENT	30,956.17
77789	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
77790	FERRIN ELECTRIC INC	REFUND-PERMIT OL12-0077	GENERAL FUND	4.50
	FERRIN ELECTRIC INC		COMMUNITY DEVELOPMENT	65.00
77791	FIELD INSTRUMENTS	CALIBRATION OF KROHEN FLOWMETE	WASTE WATER TREATMENT	1,233.65
77792	FOREMOST PROMOTIONS	SUPPLIES	GENERAL FUND	-23.58
	FOREMOST PROMOTIONS		CRIME PREVENTION	297.68
77793	FURRER, WERNER & MAR	UB 761708490001 0704344TH DR N	WATER/SEWER OPERATION	38.21

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77794	G&H AUTO ELECTRIC	STARTER ASSEMBLY	EQUIPMENT RENTAL	84.17
77795	GARCIA, MICHAELLYN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
77796	GBS LLC	UB 761282801201 6007 76TH AVE	WATER/SEWER OPERATION	83.34
77797	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,927.38
	GENERAL CHEMICAL		WASTE WATER TREATMENT	3,929.09
	GENERAL CHEMICAL		WASTE WATER TREATMENT	4,131.71
77798	GOODALE, SANDY	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	45.00
77799	GOODRICH, JENNIFER	UB 982821770000 2821 77TH DR N	WATER/SEWER OPERATION	97.32
77800	GOVCONNECTION INC	MISC.PERIPHERAL REPLACEMENTS	IS REPLACEMENT ACCOUNTS	46.06
	GOVCONNECTION INC		TRANSPORTATION MANAGEM	108.69
77801	GRAYBAR ELECTRIC CO	ELECTRICAL MATERIAL	STREET LIGHTING	26.99
	GRAYBAR ELECTRIC CO		STREET LIGHTING	66.93
	GRAYBAR ELECTRIC CO		STREET LIGHTING	163.11
77802	GREENSHIELDS	HYDRAULIC FITTINGS	EQUIPMENT RENTAL	13.72
	GREENSHIELDS	SUPPLIES	GENERAL SERVICES - OVERH	153.67
77803	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	157.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	195.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
77804	GROUP HEALTH	DOT PHYSICALS	BUILDING MAINTENANCE	65.00
	GROUP HEALTH		UTIL ADMIN	65.00
77805	HARRISS, MINDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
77806	HD FOWLER COMPANY	SHOVELS & MARKING PAINT	ER&R	397.20
	HD FOWLER COMPANY	POLYMER CONCRETE LIDS	WATER/SEWER OPERATION	577.49
77807	HENRY, CRAIG & ROBI	UB 761707500001 7217 67TH PL N	WATER/SEWER OPERATION	16.23
77808	HOUSE OF UPHOLSTERY	REBUILD SEAT BOTTOM	EQUIPMENT RENTAL	461.55
77809	HSBC BUSINESS SOLUTI	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	260.62
77810	IAPMO	DUES-DORCAS	COMMUNITY DEVELOPMENT-	150.00
77811	IKON OFFICE SOLUTION	COPIER CHARGES	MAINTENANCE	27.68
	IKON OFFICE SOLUTION		POLICE PATROL	27.68
	IKON OFFICE SOLUTION		UTIL ADMIN	29.78
	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		COMMUNITY DEVELOPMENT-	119.11
	IKON OFFICE SOLUTION		PROBATION	119.46
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	130.98
	IKON OFFICE SOLUTION		ENGR-GENL	143.48
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	143.91
	IKON OFFICE SOLUTION		UTILITY BILLING	178.48
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	185.90
	IKON OFFICE SOLUTION		CITY CLERK	199.08
	IKON OFFICE SOLUTION		FINANCE-GENL	199.08
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	206.56
	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	346.60
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	460.90
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	790.94
77812	IRON MOUNTAIN	3/4 MINUS ROCK	STORM DRAINAGE	119.69
	IRON MOUNTAIN		WATER MAINS INSTALL	119.70
	IRON MOUNTAIN		ROADWAY MAINTENANCE	119.70
	IRON MOUNTAIN		STORM DRAINAGE	180.56
	IRON MOUNTAIN		ROADWAY MAINTENANCE	180.57
77813	JET PLUMBING	SERVICE CALL	PUBLIC SAFETY FAC-GENL	135.75
	JET PLUMBING	SUPPLIES/PLUMBING-DISHWASHER	UTIL ADMIN	185.81
77814	JOHNSON, CRESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/7/2012 TO 6/13/2012

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
77815	JOHNSON, LESTER & OP	UB 731050000000 6821 20TH DR N	WATER/SEWER OPERATION	100.47
77816	K-MART	SUPPLY REIMBURSEMENT	RECREATION SERVICES	31.67
	K-MART		COMMUNITY EVENTS	191.78
77817	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT	4,045.50
77818	KENWORTH NORTHWEST	SLACK ADJUSTER	EQUIPMENT RENTAL	295.70
77819	KOVACH, HELEN	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	40.00
77820	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	277.20
77821	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
77822	LAKE STEVEN, CITY	ROW PERMIT	SEWER CAPITAL PROJECTS	200.00
77823	LAKE STEVENS SCHOOL	MITIGATION FEES-05/2012	SCHOOL MIT FEES	25,736.00
77824	LAMBERTSON, DOUGLAS	UB 020720000004 5418 88TH ST N	WATER/SEWER OPERATION	13.29
77825	LASTING IMPRESSIONS	PRINTED T-SHIRTS-KICKBALL	RECREATION SERVICES	190.27
	LASTING IMPRESSIONS	PRINTED SHIRTS-SOFTBALL	RECREATION SERVICES	1,268.45
77826	LICENSING, DEPT OF	BERGLUND, JOSHUA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CROSSAN, CLINT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KEPPEL, MARK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KLEIN, MARK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LONNEKER, LINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOORE, KESHA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RAWLINS, DELBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RIPLEY, FRANK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHORT, JERALDINE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WEST, PAUL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHRISTIANSON, MICHAEL (LATE RE	GENERAL FUND	21.00
77827	LIEN, MARGUERITE	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	40.00
77828	LIND ELECTRONICS INC	2 CABLES	WATER/SEWER OPERATION	-3.95
	LIND ELECTRONICS INC		SEWER MAIN COLLECTION	49.85
77829	LINKS TURF SUPPLY	GLOVES, EAR PLUGS	MAINTENANCE	445.75
77830	LOWES HIW INC	MAILSAFE LOCKABLE	ADMIN FACILITIES	67.06
77831	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	198,676.75
	MARYSVILLE FIRE DIST		FIRE-GENL	596,030.26
77832	MARYSVILLE PRINTING	SIGNS	COMMUNITY EVENTS	22.59
	MARYSVILLE PRINTING	POSTERS	COMMUNITY EVENTS	57.99
	MARYSVILLE PRINTING	BUSINESS CARDS-DORCAS	COMMUNITY DEVELOPMENT-	124.78
	MARYSVILLE PRINTING	WINDOW ENVELOPES	PROBATION	133.03
	MARYSVILLE PRINTING	FORMS	POLICE PATROL	356.37
	MARYSVILLE PRINTING	WINDOW ENVELOPES	MUNICIPAL COURTS	399.11
77833	MARYSVILLE SCHOOL	MITIGATION FEES-05/2012	SCHOOL MIT FEES	17,052.00
77834	MARYSVILLE, CITY OF	WTR-60 STATE AVE	MAINT OF GENL PLANT	32.65
	MARYSVILLE, CITY OF	4" FIRELINE-1049 STATE AVE	ADMIN FACILITIES	65.16
	MARYSVILLE, CITY OF	WTR - 4TH & I-5 IRR	PARK & RECREATION FAC	66.21
	MARYSVILLE, CITY OF	WTR/SWR-1050 COLUMBIA	PARK & RECREATION FAC	107.32
	MARYSVILLE, CITY OF	WTR/SWR-601 DELTA	NON-DEPARTMENTAL	127.85
	MARYSVILLE, CITY OF	WTR/SWR-80 COLUMBIA	MAINT OF GENL PLANT	181.36
	MARYSVILLE, CITY OF	GARBAGE-80 COLUMBIA	ROADWAY MAINTENANCE	603.74
	MARYSVILLE, CITY OF	WTR/SWR/GBB-514 DELTA AVE	COMMUNITY CENTER	628.34
	MARYSVILLE, CITY OF	WTR/SWR/GARBAGE-1015 STATE AVE	COURT FACILITIES	657.04
	MARYSVILLE, CITY OF	WTR/SWR/GBG-1049 STATE AVE	ADMIN FACILITIES	736.60
	MARYSVILLE, CITY OF	GARBAGE-80 COLUMBIA	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	WTR/SWR/GBG-80 COLUMBIA	WASTE WATER TREATMENT	1,629.08
	MARYSVILLE, CITY OF	WTR-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,728.81
77835	MCLOUGHLIN & EARDLEY	LIGHTBAR STRIBE BULB	ER&R	-19.40
	MCLOUGHLIN & EARDLEY		ER&R	244.95
77836	MORENO, DARIO & BETH	UB 987308350000 7308 35TH PL N	WATER/SEWER OPERATION	880.00
77837	MORLEY, MILT	UB 760057000000 6703 55TH ST N	WATER/SEWER OPERATION	21.47
77838	NATIONAL BARRICADE	SPILL KIT SIGNS & DECAL	STORM DRAINAGE	250.32
	NATIONAL BARRICADE	FLAGGING SUPPLIES	TRAFFIC CONTROL DEVICES	347.52

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**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
77839	NC MACHINERY COMPANY	DOZER RENTAL	STORM DRAINAGE	3,665.93
77840	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,332.74
77841	NORTHWEST CASCADE	CREDIT	PARK & RECREATION FAC	-72.30
	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	112.68
77842	OFFICE DEPOT	CREDIT	MUNICIPAL COURTS	-5.76
	OFFICE DEPOT		POLICE PATROL	-0.52
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	9.87
	OFFICE DEPOT		POLICE PATROL	24.00
	OFFICE DEPOT		UTIL ADMIN	28.87
	OFFICE DEPOT		UTIL ADMIN	34.91
	OFFICE DEPOT		UTIL ADMIN	36.42
	OFFICE DEPOT		OFFICE OPERATIONS	44.00
	OFFICE DEPOT		ENGR-GENL	44.24
	OFFICE DEPOT		ENGR-GENL	50.29
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	54.61
	OFFICE DEPOT		POLICE INVESTIGATION	55.09
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	73.31
	OFFICE DEPOT		ENGR-GENL	79.66
	OFFICE DEPOT		ENGR-GENL	117.45
	OFFICE DEPOT		PRO-SHOP	119.45
	OFFICE DEPOT		POLICE PATROL	159.67
	OFFICE DEPOT		PARK & RECREATION FAC	169.51
	OFFICE DEPOT		POLICE PATROL	213.10
	OFFICE DEPOT		POLICE PATROL	275.06
77843	PACIFIC NW BUSINESS	TONER	POLICE ADMINISTRATION	54.09
	PACIFIC NW BUSINESS		PARK & RECREATION FAC	100.94
77844	PACIFIC POWER PROD.	CASTER SPACERS, HYPRO PUMP W/C	MAINTENANCE	606.26
77845	PARTS STORE, THE	CREDIT	ER&R	-26.06
	PARTS STORE, THE	AIR FILTER	ER&R	10.34
	PARTS STORE, THE	TOUCH UP PAINT	GENERAL SERVICES - OVERH	15.83
	PARTS STORE, THE	FILTERS & CABLE TIES	ER&R	89.70
	PARTS STORE, THE	MISC. FILTERS	ER&R	176.89
	PARTS STORE, THE	HALOGEN BULBS, SOLENOIDS, ETC.	ER&R	183.11
	PARTS STORE, THE	BATTERIES & CORE DEPOSITS	ER&R	228.21
77846	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	124.00
77847	PETRICK, EUGENE E	STEEL BENCH PLATER	PARK & RECREATION FAC	481.80
77848	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	70.71
	PETROCARD SYSTEMS		ENGR-GENL	87.22
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	167.64
	PETROCARD SYSTEMS		STORM DRAINAGE	169.17
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	262.47
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	422.35
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,550.43
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,674.33
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,578.59
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,684.10
	PETROCARD SYSTEMS		POLICE PATROL	9,232.18
77849	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
77850	PICK OF THE LITTER	GRAPHIC DESIGN & COLOR BANNERS	RECREATION SERVICES	177.63
	PICK OF THE LITTER	GRAPHIC DESIGN & BANNERS	RECREATION SERVICES	226.19
	PICK OF THE LITTER		RECREATION SERVICES	235.97
	PICK OF THE LITTER	GRAPHIC DESIGN & COLOR BANNERS	RECREATION SERVICES	238.14
77851	PING	GOLF BAGS (12)	GOLF COURSE	1,365.00
77852	PREMIER CATHODIC PRO	PROTECTION TESTING	SOURCE OF SUPPLY	1,303.20
77853	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
77854	PUD	ACCT #2021-7786-1	PUMPING PLANT	29.88

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
77854	PUD	ACCT #2026-7070-9	STREET LIGHTING	69.27
	PUD	ACCT #2025-7611-2	STREET LIGHTING	108.07
	PUD	ACCT #2023-6819-7	PUMPING PLANT	172.25
	PUD	ACCT #2033-4458-5	STREET LIGHTING	196.54
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	246.90
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,434.07
	PUD		STREET LIGHTING	1,900.99
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,053.38
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,106.95
	PUD		STREET LIGHTING	12,680.12
77855	PUGET SOUND REGIONAL	PSRC GENERAL ASSEMBLY	EXECUTIVE ADMIN	50.00
77856	RAILROAD MANAGEMENT	12" WATER PIPELINE CROSSING	UTIL ADMIN	120.79
77857	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	21.00
	ROBBINS, TAMARA		COMMUNITY CENTER	243.00
77858	ROPER, CLYDE	UB 811363000000 7021 51ST AVE	WATER/SEWER OPERATION	672.85
77859	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	185.00
77860	RV & MARINE SUPPLY	AQUA CHEMICAL	ER&R	92.31
	RV & MARINE SUPPLY	AIRHORN SIGNAL	ER&R	119.46
77861	SAFEWAY INC.	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	98.10
77862	SANTOYO, JUAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
77863	SCHOOL RESOURCE	DUES-WHITE	YOUTH SERVICES	40.00
77864	SCIENTIFIC SUPPLY	SUPPLIES FOR WWTP LAB	WASTE WATER TREATMENT	427.42
77865	SEA-ALASKA INDUSTRIA	MX220	WASTE WATER TREATMENT	1,340.42
77866	SHASTA RIDGE LLC	UB 984133820000 4133 82ND AVE	WATER/SEWER OPERATION	87.67
77867	SHATTACK, KIM	UB 651445290001 10201 62ND DR	WATER/SEWER OPERATION	7.15
77868	SISKUN POWER EQUIPME	2 CYCLE OIL	ER&R	207.57
77869	SIX ROBBLEES INC	ADDED TIE DOWN D-RINGS	GENERAL SERVICES - OVERH	26.62
77870	SMITH, BRAD	TRAVEL REIMBURSEMENT	POLICE PATROL	100.10
77871	SMOKEY POINT CONCRET	1 1/4" MINUS	STORM DRAINAGE MAINTEN/	60.97
	SMOKEY POINT CONCRET	DUMP FEE	WATER CAPITAL PROJECTS	175.86
	SMOKEY POINT CONCRET	6 YARDS CDF	STORM DRAINAGE MAINTEN/	518.02
	SMOKEY POINT CONCRET	DUMP FEE & 5/8" MINUS	WATER CAPITAL PROJECTS	519.50
	SMOKEY POINT CONCRET	10 YDS AEA & INLAMPBLACK1	SIDEWALKS CONSTRUCTION	950.25
77872	SNO CO PUBLIC WORKS	PROJECT COSTS	UTIL ADMIN	1,190.84
77873	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,046.75
77874	SNO HEALTH DISTRICT	OPERATING PERMIT	STORM DRAINAGE	3,192.00
77875	SNYDER ROOFING	REPAIR VENT LEAKS	PUBLIC SAFETY FAC-GENL	2,665.59
77876	SOLID WASTE SYSTEMS	REAR BUMPER/ BRACE	EQUIPMENT RENTAL	653.79
77877	SOUND SAFETY	AIR MONITOR FILTER SETS	WATER DIST MAINS	39.31
	SOUND SAFETY	SHORTS-LEWIS	BUILDING MAINTENANCE	63.55
	SOUND SAFETY	MISC. GLOVES	ER&R	89.53
	SOUND SAFETY	JEANS-STRAWN	GENERAL SERVICES - OVERH	94.46
	SOUND SAFETY	RESPIRATORS	ER&R	152.26
	SOUND SAFETY	EAR PLUGS & HEARING PROTECTORS	ER&R	167.99
77878	SPARLING	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	2,362.50
77879	STAHLKE, ELIZABETH	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	40.00
77880	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,776.63
77881	SUBURBAN PROPANE	PROPANE CONNECTOR	ROADWAY MAINTENANCE	66.58
77882	SUNNY COMMUNICATIONS	VRM REPLACEMENTS	TRIBAL GAMING FUND	-289.22
	SUNNY COMMUNICATIONS		TRIBAL GAMING-GENL	3,652.22
77883	TCF EQUIPMENT FINANC	E-Z GO CART LEASE	MAINTENANCE	435.00
77884	TITLEIST	GOLF BALLS	GOLF COURSE	364.54
	TITLEIST		GOLF COURSE	580.72
	TITLEIST		GOLF COURSE	794.63
77885	TRANSPORTATION, DEPT	BIA PROJECT COSTS-APRIL 2012	GMA - STREET	22,361.55
77886	TURNER, MICHELLE	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	40.00
77887	UNITED PARCEL SERVIC	SHIPPING EXPENSE	ENGR-GENL	11.31

DATE: 6/7/2012
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**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
77888	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	36.58
77889	UPPER KITTITAS COURT	BAIL POSTED	GENERAL FUND	1,020.00
77890	US MOWER	REPAIR BURNED CIRCUIT BOARD	EQUIPMENT RENTAL	137.96
77891	USA BLUEBOOK	PRESSURE GAUGES	WATER DIST MAINS	451.91
77892	VERIZON/FRONTIER	ACCT #36065833580311025	POLICE PATROL	53.45
77893	VINYL SIGNS & BANNER	BANNER	EXECUTIVE ADMIN	108.60
77894	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	711.00
	WA STATE TREASURER		GENERAL FUND	61,545.68
77895	WARD, WILLIAM	UB 680370000000 10118 SHOULTES	WATER/SEWER OPERATION	63.98
77896	WASHINGTON ENERGY SV	REFUND-PERMIT OL12-0074	GENERAL FUND	4.50
	WASHINGTON ENERGY SV		NON-BUS LICENSES AND PEF	107.27
77897	WASTE MANAGEMENT	DUMPSTER RENTAL & DUMP FEES	WATER CAPITAL PROJECTS	23,657.69
77898	WEBCHECK	WEBCHECK SERVICES-MAY 2012	UTILITY BILLING	1,215.00
77899	WEBSTER, JANET	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	40.00
77900	WEED GRAAFSTRA	LEGAL SERVICES	SEWER MAIN COLLECTION	25.00
	WEED GRAAFSTRA		STORM DRAINAGE	787.50
	WEED GRAAFSTRA		GMA - STREET	860.50
	WEED GRAAFSTRA	FORFEITURES-MAY 2012	POLICE INVESTIGATION	884.00
	WEED GRAAFSTRA	LEGAL SERVICES	ROADS/STREETS CONSTRUC	1,946.00
	WEED GRAAFSTRA		UTIL ADMIN	6,735.50
	WEED GRAAFSTRA		UTIL ADMIN	11,886.79
	WEED GRAAFSTRA		LEGAL-GENL	11,886.80
	WEED GRAAFSTRA		LEGAL-GENL	14,183.00
77901	WESTERN FACILITIES	JANITORIAL SUPPLIES	MAINTENANCE	109.18
77902	WILLIAMS, SUZANNE	ENTERTAINER-JUNE 13	COMMUNITY CENTER	75.00
77903	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	413.00
77904	WSSUA	UMPIRES-SOFTBALL	RECREATION SERVICES	2,112.00
77905	YANCEY, STEVEN	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	40.00
	YANCEY, STEVEN		PARKS-RECREATION	40.00
77906	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	ENGR-GENL	28.55
	ZEE MEDICAL SERVICE		UTIL ADMIN	28.56
	ZEE MEDICAL SERVICE		COMMUNITY DEVELOPMENT-	28.56

WARRANT TOTAL: 1,233,073.90

REASON FOR VOIDS:

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

Index #4

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/25/2012

AGENDA ITEM: Six-Year Transportation Improvement Program (TIP) Update	
PREPARED BY: John A. Cowling, Asst. City Engineer DEPARTMENT: Public Works Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: 2013-2018 TIP 2013-2018 Program Narrative Project Location Map City of Marysville Resolution & Notice of Public Hearing	
BUDGET CODE: 30500030.563000	AMOUNT:

SUMMARY:

The proposed Six-Year Transportation Improvement Program for the years 2013 – 2018, once implemented will advance the City's ongoing efforts to improve the efficiency and safety of the roadway system. Key near-term infrastructure improvements include the construction of a new signal at 53rd Ave. NE and SR 528, the start of design for additional lanes at under Interstate 5 at SR 528 and commencement of the Interchange Justification Report for conversion of the 156th St. Overcrossing into a full Single Point Urban Interchange.

In addition to City revenues, the Transportation Program also relies on grants and support from other agencies. Consistent with past practice, Public Works staff will continue to aggressively pursue grant funding for many projects within the program.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to conduct a public hearing regarding the Six-Year Transportation Improvement Program (2013-2018) and, based on staff presentation, public testimony, and Council deliberations, approve a resolution adopting a Six-Year Transportation Improvement Plan (2013-2018) for the City of Marysville.

CITY OF MARYSVILLE

2013 - 2018 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
(Thousands of Dollars)

Adopted Resolution No. _____

TIP NO.	LOCATION	PROJECT NAME AND DESCRIPTION	FISCAL YEAR	CONSTRUCTION IN THIS FISCAL YEAR	PROJECT STATUS	MILEAGE	YEAR 1			YEAR 2			YEAR 3			YEARS 4 THROUGH 6			6 YEAR SUMMARY				
							2013 DOLA PROJECT	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2014 DOLA PROJECT	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2015 DOLA PROJECT	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2016-2018 DOLA PROJECT	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS
37	SLALP	RDY STREET NW / OVERPASS & INTERCHANGE UPGRADE THE EXISTING DIMBOND INTERCHANGE TO A SINGLE POINT URBAN INTERCHANGE.	11	4	RP												4,500	4,500	TULALIP	0	4,500	4,500	
38	WSDOT	SR 20Y BRIDGE REBUILD REPLACEMENT REPLACE EXISTING 2 LANE BRIDGE SPAN BRIDGE WITH A 4 LANE FIXED SPAN BRIDGE.	14	4	S	0.0519	2,000	3,000	WSDOT								0	2,000		0	2,000	2,000	
GRAND TOTAL																	4,500	4,500		0	4,500	4,500	
39	CITY	WALATONGUE DEBT SERVICE	N/A	N/A			223	323	GMA-ST	223	323	GMA-ST	218	319	GMA-ST	1,155	1,145	GMA-ST	2,110	0	2,110		
40	CITY	ADDITIONAL DEBT SERVICE DEBT SERVICE	N/A	N/A			893	809	GMA-ST	851	811	GMA-ST	622	613	GMA-ST	3,623	1,839	GMA-ST	3,672	0	3,672		
41	CITY	LANEWOOD TRIANGLE ACCESS DEBT SERVICE WSDOT UNFUNDED	N/A	N/A			789	189	GMA-ST	0	0	GMA-ST	0	0	GMA-ST	0	0	GMA-ST	789	0	789		
42	CITY	LANEWOOD TRIANGLE ACCESS CONSTRUCTION DEBT SERVICE WSDOT UNFUNDED	N/A	N/A			273	273	GMA-ST	566	546	GMA-ST	566	546	GMA-ST	2,532	1,638	GMA-ST	2,003	0	2,003		
43	CITY	MTY DR W/ BEAR ACCESS DEBT SERVICE WSDOT UNFUNDED	N/A	N/A			272	212	GMA-ST	423	423	GMA-ST	423	423	GMA-ST	3,208	1,269	GMA-ST	2,327	0	2,327		
SUMMARY																							
STATE, FEDERAL AND UNFUNDED FUNDS:																							
WSDOT	WASH. ST. DEPT. OF TRANSPORTATION							0	DEVELOPER		600	DEVELOPER		4,300	DEVELOPER		48,100	DEVELOPER		51,000	DEVELOPER		51,000
SIP	SURFACE TRANSPORTATION PROGRAM							15,300	WSDOT		7,800	WSDOT		0	WSDOT		0	WSDOT		17,000	WSDOT		17,000
UNFUNDED	CITY UNDETERMINED							643	STP		0	STP		0	STP		0	STP		643	STP		643
TIB	TRANSPORTATION IMPROVEMENT BOND							0	TIB		0	TIB		0	TIB		0	TIB		0	TIB		0
APRA	AMERICAN RECOVERY AND REINVESTMENT ACT							0	APRA		0	APRA		0	APRA		0	APRA		0	APRA		0
SRTS	SAFE ROUTES TO SCHOOL							0	SRTS		0	SRTS		0	SRTS		0	SRTS		0	SRTS		0
SAFT	SAFE TRAILS							459	SAFT		570	SAFT		290	SAFT		425	SAFT		285	COUNTY		2,855
COUNTY	BENJAMIN COUNTY							571	COUNTY		671	COUNTY		571	COUNTY		1,142	COUNTY		0	COUNTY UNFUNDED		0
COUNTY UNFUNDED	BENJAMIN COUNTY UNFUNDED							0	COUNTY UNFUNDED		0	COUNTY UNFUNDED		0	COUNTY UNFUNDED		0	COUNTY UNFUNDED		0	COUNTY UNFUNDED		0
CT	COMMUNITY TRUST							0	CT		0	CT		0	CT		0	CT		0	CT		0
TULALIP	THE TULALIP TRIBES							18,000	TULALIP		18,000	TULALIP		0	TULALIP		0	TULALIP		32,500	TULALIP		32,500
							26,631	SUB TOT		28,537	SUB TOT		18,262	SUB TOT		204,375	SUB TOT		286,018	SUB TOT		286,018	
CITY FUNDS:																							
ART-ST	ARTERIAL STREET FUND							0	ART-ST		0	ART-ST		0	ART-ST		0	ART-ST		0	ART-ST		0
GMA-ST	GROWTH MANAGEMENT STREET FUND DEMAND							1,818	GMA-ST		1,303	GMA-ST		1,901	GMA-ST		5,891	GMA-ST		11,536	GMA-ST		11,536
	PROJECTED GROWTH MANAGEMENT STREETS REVENUES							1,100	GMA-ST		1,200	GMA-ST		1,200	GMA-ST		4,800	GMA-ST		8,300	GMA-ST		8,300
	DEBT GENERAL FUND							118	GMA-ST		833	GMA-ST		661	GMA-ST		0	GMA-ST		0	GMA-ST		0
	ANNUAL DEFICIT OR SURPLUS							0	GMA-ST		0	GMA-ST		0	GMA-ST		(1,091)	GMA-ST		0	GMA-ST		0
	ESTIMATED CARRYOVER SURPLUS OR DEFICIT FROM PREVIOUS YEAR							0	GMA-ST		0	GMA-ST		0	GMA-ST		0	GMA-ST		0	GMA-ST		0
	YEAR TO YEAR ESTIMATED ANNUAL SURPLUS OR DEFICIT							0	GMA-ST		0	GMA-ST		0	GMA-ST		(1,091)	GMA-ST		0	GMA-ST		0
							1,818	SUB TOT		1,903	SUB TOT		1,901	SUB TOT		5,891	SUB TOT		11,636	SUB TOT		11,636	
							28,449	TOTAL		30,440	TOTAL		20,163	TOTAL		200,289	TOTAL		297,654	TOTAL		297,654	



2013-2018 SIX YEAR TRANSPORTATION PLAN PROGRAM NARRATIVE

- ITEM NO. 1 80th ST NE SIDEWALK: 47TH AVE NE TO 51ST AVE NE**
Construct curb, gutter, sidewalk and drainage facilities along the south side of 80th St. NE
- ITEM NO. 2 MARSHALL ELEMENTARY SAFE ROUTES TO SCHOOL**
Design and construct pedestrian facilities including curb, gutter, sidewalk and crosswalks along 116th St. NE as part of the Safe Routes to School Program
- ITEM NO. 3 SUNNYSIDE ELEMENTARY SAFE ROUTES TO SCHOOL**
Design and construct pedestrian facilities including curb, gutter and sidewalk along Sunnyside Boulevard as part of the Safe Routes to School Program
- ITEM NO. 4 53RD AVENUE NE: SR 528 TO SUNNYSIDE BLVD**
Construct bicycle and pedestrian facilities.
- ITEM NO. 5 STATE AVENUE / SR 528 INTERSECTION**
Change SE and SW radii as a condition of development of adjacent property to dedicate necessary right-of-way to make this improvement.
- ITEM NO. 6 53rd AVENUE NE / SR 528 INTERSECTION**
Construct a new traffic signal at the intersection including crosswalks and video detection.
- ITEM NO. 7 48TH DRIVE NE / 100TH STREET NE INTERSECTION**
Construct turn lane and a new traffic signal at the intersection.
- ITEM NO. 8 116TH ST NE / STATE AVENUE**
Construct turn lane(s), modify traffic signal, add a second westbound thru lane and extend the eastbound right-turn lane.
- ITEM NO. 9 SR 528 / DELTA AVENUE PEDESTRIAN SIGNAL**
Construct pedestrian signal at the intersection of SR 528 and Delta Avenue.
- ITEM NO. 10 STATE AVENUE / 88TH ST NE INTERSECTION**
Add thru lanes and turn lanes. Modify traffic signal.
- ITEM NO. 11 STATE AVENUE / 84TH ST NE INTERSECTION**
Construct rail crossing and install a traffic signal. Close adjacent rail crossings. Project will be developer initiated and driven.



ITEM NO. 12 51ST AVENUE NE / 152ND STREET NE INTERSECTION

Install a traffic signal and possibly provide additional channelization.

ITEM NO. 13 CITYWIDE INTERSECTION IMPROVEMENTS

Improve traffic signal timing and the visibility of traffic signal heads, upgrade to countdown pedestrian displays, upgrade signs and add illumination at citywide locations as part of grant funding through WSDOT and SAFETEA-LU

ITEM NO. 14 STATE AVE./SMOKEY POINT BOULEVARD – 116TH ST. NE TO 174TH PL. NE

Improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve conditions for pedestrians in crosswalks, add illumination and upgrade signs. Marysville intersection locations for improvement are 116th St. NE and 128th St. NE as part of grant funding through WSDOT and SAFETEA-LU

ITEM NO. 15 STATE AVE.-1ST ST. TO 88TH ST. NE

Improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve conditions for pedestrians in crosswalks, add illumination and a right turn lane and install signs. Improvements occur at the intersections of State Ave. NE and 4th St. NE, 80th St. NE and 88th St. NE; providing a westbound to northbound right drop lane, new structural wall, and signal modifications as part of grant funding through WSDOT and SAFETEA-LU

ITEM NO. 16 INTELLIGENT TRANSPORTATION SYSTEM

Implement Intelligent Transportation Systems Program to improve signal coordination and management, roadway monitoring and response, ITS device management, and data collection. System to include communications equipment, traffic signal equipment, video surveillance and monitoring, video detection, and satellite traffic management center.

ITEM NO. 17 STATE AVENUE: 116TH STREET NE TO 136TH STREET NE

Install additional 2 lanes, curb, gutter and sidewalk to the existing 3-lane roadway for the ultimate 5-lane roadway section.

ITEM NO. 18 STATE AVENUE: 100TH STREET NE TO 116TH STREET NE

This project will provide a 5 lane roadway section with curb, gutter and sidewalk, and replace the Quilceda Creek culvert and embankment.

ITEM NO. 19 SUNNYSIDE BOULEVARD: 47TH AVE. NE TO 52ND ST. NE

This existing two-lane roadway is proposed for expansion to a five-lane roadway section in a phased manner. New traffic signals at 53rd Ave NE and 52nd St NE



ITEM NO. 20 40th STREET NE: SUNNYSIDE BOULEVARD NE TO SR 9
Improvements consisting of one or two general purpose lane each direction and shoulder. The 73rd to 87th and 87th to SR 9 segments are proposed new alignments. This creates the fourth leg to the SR 9 / SR 92 Intersection

ITEM NO. 21 152nd STREET NE: STATE AVE. TO 43RD VIC.
Widen existing roadway from two lanes to three, install curb, gutter and sidewalk.

ITEM NO. 22 51ST AVENUE NE: 160TH ST NE TO ARLINGTON CITY LIMITS
Widen existing roadway from two lanes to 5 lanes, install curb, gutter and sidewalk, including bicycle and pedestrian facilities.

ITEM NO. 23 88TH STREET NE: QUIL CEDA BRIDGE TO I-5
Construct westbound right turn drop lane on 88th St NE from the west end of Quil Ceda bridge to Interstate 5.

ITEM NO. 24 SR 528 / I-5 INTERCHANGE ADDITIONAL LANES
Construct additional eastbound and westbound lanes along SR 528 at the interchange with Interstate 5. Add turn lanes.

ITEM NO. 25 156TH STREET NE: STATE AVE. TO 51ST AVE. VIC.
Provide new east-west 5-lane connection between State Avenue to the west and 51st Avenue to the east, complete with curb, gutter, and sidewalk.

ITEM NO. 26 FIRST STREET BYPASS
Preliminary study to explore possible alignment options and feasibility of creating a “bypass” connection between First Street and 61st Street NE/Sunnyside Boulevard. Establish an alignment and determine ROW needs.

ITEM NO. 27 40TH ST NE/83rd AVE NE/35th ST NE: TO SR 9
Construct a 3-lane principal arterial alignment along 40th and 5-lane principal arterial alignment along 87th, and 35th — connecting to new west leg of SR9/SR 92 intersection.

ITEM NO. 28 27TH AVE EXTENSION FROM 156TH ST NE TO 166TH ST NE
Construct a new roadway alignment to connect 156th St NE to 166th St NE.

ITEM NO. 29 ARTERIAL IMPROVEMENTS FOR TRANSPORATION PLAN
Credit select, applicable traffic mitigation fees for portions of arterial improvements that do not directly access private development land uses.

ITEM NO. 30 156TH ST NE. INTERCHANGE
The project would convert the 156th St. NE Overcrossing (currently under construction) to a full Single Point Urban Interchange. Initial funding will begin the Interchange Justification Report with WSDOT



ITEM NO. 31 ANNUAL PAVEMENT PRESERVATION PROGRAM

Pavement preservation and restoration at various locations determined by pavement condition rating prioritization. Preservation methods include overlays, chip seals, etc...

ITEM NO. 32 STATE AVENUE OVERLAY

Project will perform pavement repair, grind, overlay and replace ADA ramps on State Ave in the vicinity of 92nd St. NE to 100th St. NE.

ITEM NO. 33 88th STREET NE: STATE AVENUE TO 67TH AVENUE NE

Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 5-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections. Interim improvements may build out to a 3-lane section until the full 5-lane section is necessary.

ITEM NO. 34 152ND STREET NE: 43RD AVE VIC TO 67TH AVENUE NE

Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 3-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections.

ITEM NO. 35 SR 529 / INTERSTATE 5 INTERCHANGE EXPANSION

Construct new northbound off-ramp from Interstate 5 to SR 529 and new southbound on-ramps from SR 529 to Interstate 5 completing a full interchange at this location.

ITEM NO. 36 116TH STREET NE / INTERSTATE 5 INTERCHANGE

Tulalip Tribes project to upgrade the existing diamond interchange to a single point urban interchange.

ITEM NO. 37 88TH STREET NE / INTERSTATE 5 INTERCHANGE

Tulalip Tribes project to upgrade the existing diamond interchange to a single point urban interchange.

ITEM NO. 38 SR 529 EBEBY SLOUGH BRIDGE REPLACEMENT

A Washington State Department of Transportation (WSDOT) project that will replace the existing 2-lane swing span bridge with a 4-lane fixed span bridge.

ITEMS NO. 39 STATE AVENUE DEBT SERVICE

Yearly debt payments necessary to provide a portion of the local match funding to pay for the State Avenue, Grove Street to First Street project.

ITEMS NO. 40 ADDITIONAL DEBT SERVICE

\$8,000,000 bond with a 20 year term at 4% interest.



ITEMS NO. 41 LAKEWOOD TRIANGLE ACCESS DEBT SERVICE

Yearly debt payments necessary to provide a portion of the funding to pay for the Lakewood Triangle Access Design. \$1,000,000 bond with a 5 year term at 0.5% interest.

ITEMS NO. 42 LAKEWOOD TRIANGLE ACCESS CONSTRUCTION DEBT SERVICE

Yearly debt payments necessary to provide funding to the City's LID match for construction of the Lakewood Triangle Access / 156th St. NE Overcrossing project.

ITEMS NO. 43 SR 9 /SR 92 BREAK IN ACCESS DEBT SERVICE

Yearly debt payments necessary to provide funding for the City's portion of the SR 9 / SR 92 Break in Access project with WSDOT which makes accommodation for a future fourth leg to the intersection into Marysville.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM (2013-2018)

WHEREAS, the City Council of the City of Marysville, Washington, pursuant to RCW 35.77.010, held a public hearing on June 25, 2011 for the purpose of revising and extending its Comprehensive Six-Year Transportation Program; and

WHEREAS, the City Council has reviewed the current status of City streets and has considered the testimony and exhibits presented at the public hearing, and finds that the programs presented by the Public Works Department are in the long-range best interests of the City; NOW, THEREFORE,

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

1. The Comprehensive Six-Year Transportation Improvement Program (2013-2018) presented to the City Council, copies of which are on file and open to public inspection at the office of the City Clerk, is hereby approved and adopted in its entirety.

2. The City is hereby directed to file copies of said Programs with the Secretary of Transportation.

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 form:

By _____
GRANT K. WEED, City Attorney

CITY CLERK

**Notice of Public Hearing
Before the Marysville City Council**

Notice is hereby given that the Marysville City Council will hold a Public Hearing at 7:00 p.m., on Monday, June 25, 2012 in the Council Chambers of Marysville City Hall located at 1049 State Avenue, Marysville, Washington. The purpose of this public hearing is to consider the following:

A Resolution of the City of Marysville adopting a Six Year Transportation Improvement Program (2013-2018) in accordance with RCW 35-77-010.

Any person may appear at the hearing and be heard in support of or opposition to this proposal. Additional information may be obtained at the Marysville City Clerk's Office, 1049 State Avenue, Marysville, Washington 98270, (360) 363-8000.

The City of Marysville

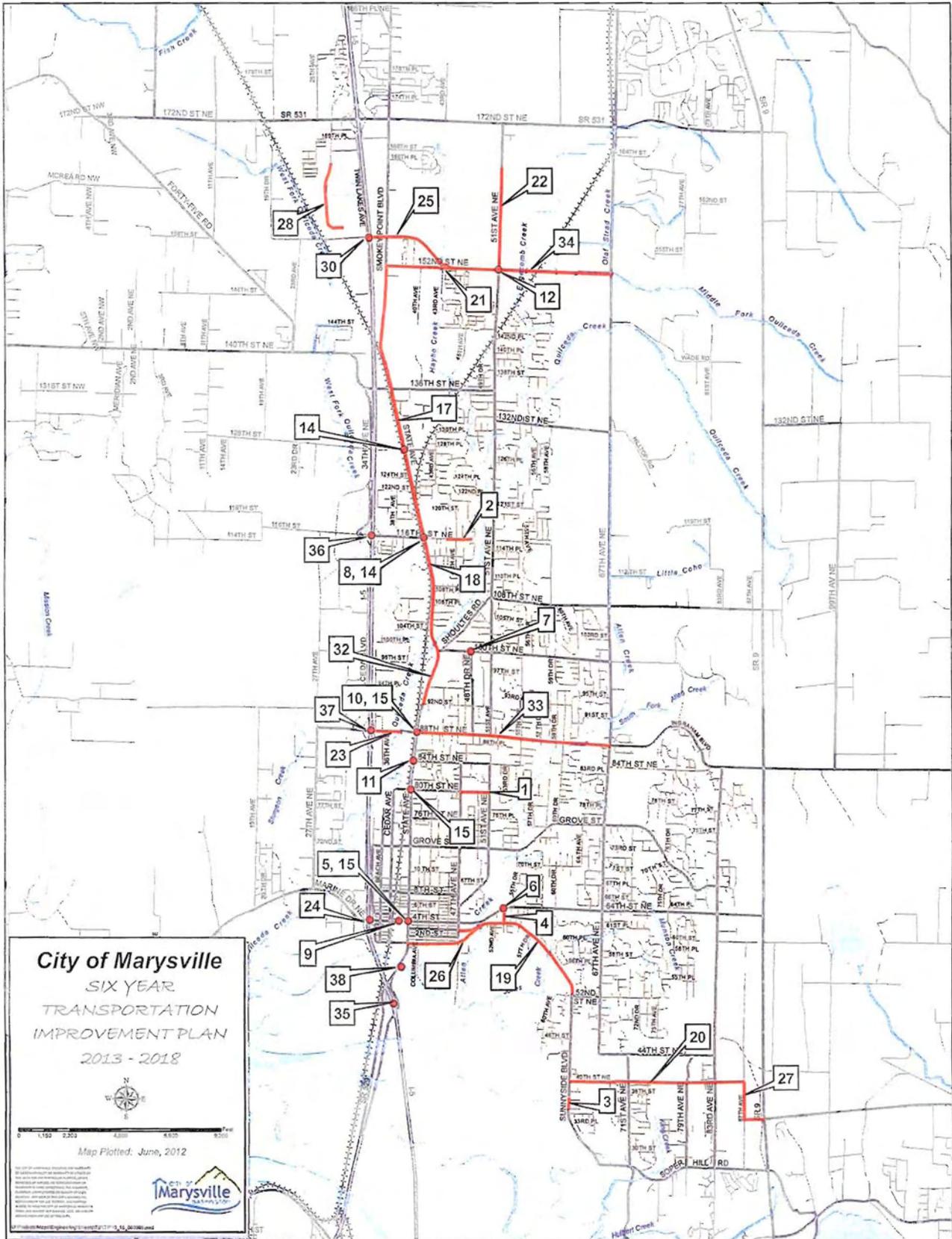
Amy Hess
Deputy City Clerk

Dated: June 5, 2012

Published Marysville Globe: June 13, 2012 and June 20, 2012

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.

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



City of Marysville
 SIX YEAR
 TRANSPORTATION
 IMPROVEMENT PLAN
 2013 - 2018

Map Plotted: June, 2012

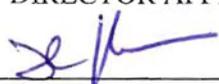
City of Marysville

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 2012

AGENDA ITEM: Project Acceptance – LED Street Lighting Retrofit	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Notice of Physical Completion Letter• Vicinity Map	
BUDGET CODE: 10111864.541000, EECBG	AMOUNT: N/A

SUMMARY:

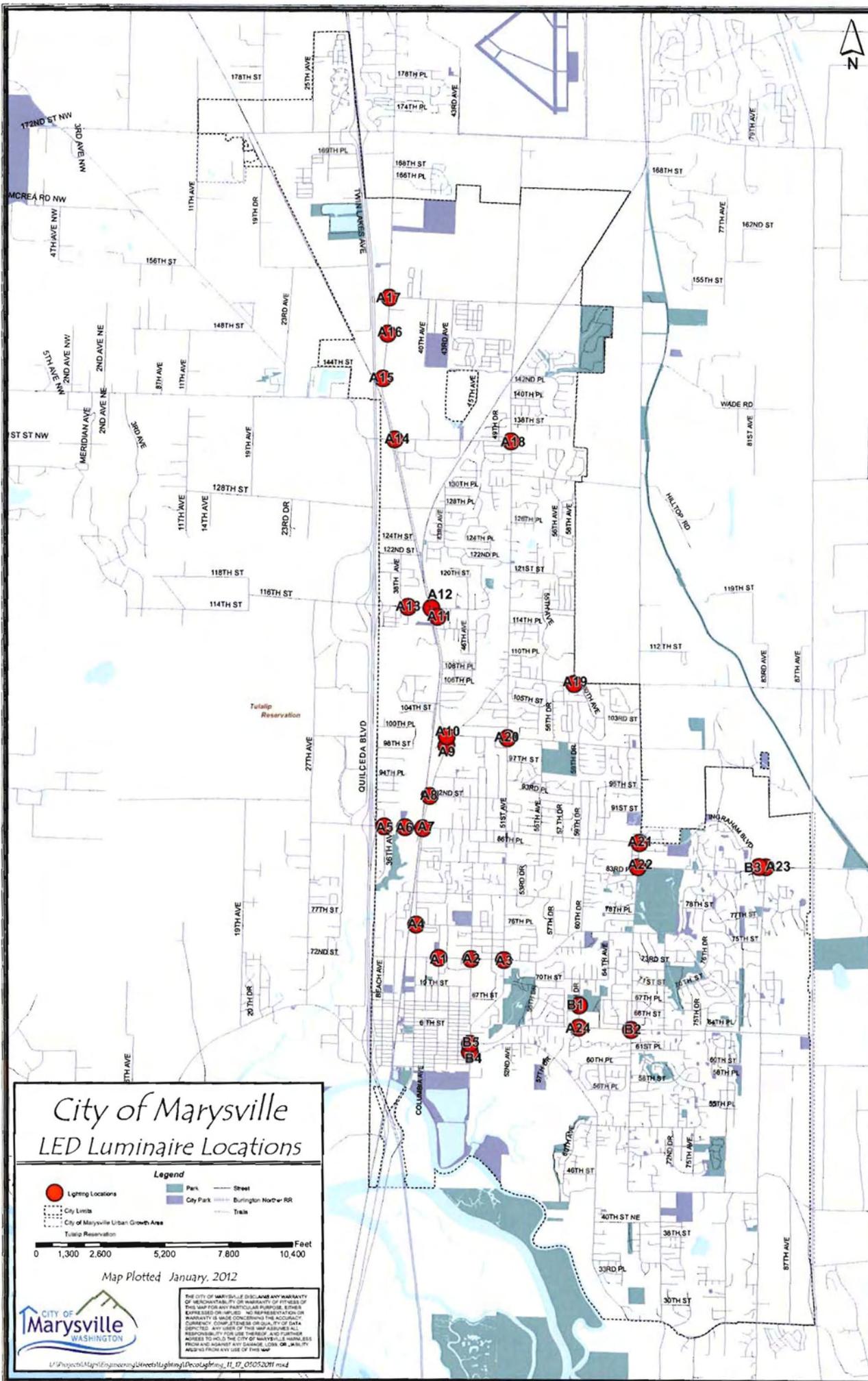
The LED Street Lighting Retrofit project included the retrofit of existing street luminaires with LED luminaires at the locations shown on the attached vicinity map. Converting the existing lighting to more energy efficient lighting will generate an estimated \$5,125 in annual savings for the City.

City Council awarded the project to Totem Electric on February 13, 2012 in the amount of \$82,014.72 including sales tax and a management reserve of \$4,000.00 for a total of \$86,014.72. The project was physically completed on June 8, 2012 with no additional cost or credits to the City.

The City will be reimbursed \$12,824.99 from the Snohomish County PUD for this project. The remaining \$69,189.73 is reimbursable under the Energy Efficiency Conservation Block Grant (EECBG) that the City received for this project. The total construction cost to the City is therefore \$0.

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

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



City of Marysville LED Luminaire Locations

Legend

- Lighting Locations
- Park
- Street
- City Park
- City Limits
- Burlington Northern RR
- City of Marysville Urban Growth Area
- Trails
- Tualip Reservation

Feet

0 1,300 2,600 5,200 7,800 10,400

Map Plotted January, 2012

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

L:\Projects\Map\Engineering\Streets\Lighting\Pool\Lighting_IL_P_05052011.mxd



PUBLIC WORKS

Kevin Nielsen, *Director*

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

June 8, 2012

Totem Electric of Tacoma, Inc.
PO Box 1093
Tacoma, WA 98401-1093

Subject: LED Street Lighting Retrofit Project – Notice of Physical Completion

Dear Mr. Bryan Bailey,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Friday, June 8, 2012.

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.

Please submit to me as soon as possible the following in order to close out this project:

1. Application for Payment
2. The PUD Waste Disposal documentation
3. Certified Payrolls – I conducted wage rate interviews and will need to perform a check against the week the work was actually performed. To date, I have only received the certified payroll for 5/20-5/26.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting, which happens to be Monday, June 25, 2012. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid
5. Project Acceptance and Fulfillment of Required Documentation from Snohomish County PUD and Department of Commerce

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

Sincerely,

A handwritten signature in black ink, appearing to read "J Laycock", written over a faint circular stamp.

Jeff Laycock, PE
Project Engineer

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 2012

AGENDA ITEM: Professional Services Agreement for Child Interview Specialist Services Dawson Place	AGENDA SECTION:	
PREPARED BY: Chief Richard Smith	APPROVED BY:	
ATTACHMENTS: Contract		
	MAYOR	CAO
BUDGET CODE: 00103 121.5410000	AMOUNT: 10,866.81	

DESCRIPTION:

Marysville Police Department is requesting City Council authorize the Mayor to sign an agreement for Child Interview Specialist Services, with Snohomish County Child Advocacy Center d/b/a Dawson Place a duly registered Washington non-profit corporation. The service will be used to facilitate investigations of child abuse and other crimes where children are victims or witnesses. The agreement is for three years.

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

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the agreement with Dawson Place
COUNCIL ACTION:

**PROFESSIONAL SERVICES AGREEMENT FOR CHILD INTERVIEW
SPECIALIST SERVICES**

This Professional Services Agreement For Child Interview Specialist Services (this “Agreement”) is made and entered into as of this _____ day of _____, 2012, by and among Snohomish County Child Advocacy Center d/b/a Dawson Place, a duly registered Washington non-profit corporation (“Dawson Place”) and Snohomish County, a political subdivision of the State of Washington, the City of Arlington, a municipal corporation of the State of Washington, the City of Bothell, a municipal corporation of the State of Washington, the City of Lake Stevens, a municipal corporation of the State of Washington, the City of Lynnwood, a municipal corporation of the State of Washington, the City of Marysville, a municipal corporation of the State of Washington, the City of Granite Falls, a municipal corporation of the State of Washington, the City of Edmonds, a municipal corporation of the State of Washington, the City of Mill Creek, a municipal corporation of the State of Washington, the City of Everett, a municipal corporation of the State of Washington, the City of Mukilteo, a municipal corporation of the State of Washington, the City of Snohomish, a municipal corporation of the State of Washington, the City of Brier, a municipal corporation of the State of Washington , and the Stillaguamish Tribe of Indians (all such county, municipal and tribal entities collectively, the “Participating Jurisdictions”).

WITNESSETH

WHEREAS, the Participating Jurisdictions have determined it is in their best interests to utilize professional Child Interview Specialist (hereinafter referred to as “CIS”) to facilitate investigations of child abuse and other crimes wherein children are victims or witnesses; and

WHEREAS, Dawson Place has agreed to provide licensed, as may be required by law, and trained professional CIS Services to the Participating Jurisdictions for investigations;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 TERM

The term of this Agreement (the “Term”) shall govern services rendered beginning January 1, 2012, (the “Commencement Date”), and ending on December 31, 2014, (the “End Date”); PROVIDED, however, that participating jurisdictions obligations are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

2.0 SERVICES TO BE PERFORMED

- 2.1 Dawson Place shall provide CIS Services to the Participating Jurisdictions on an as needed basis during the term of this Agreement. All cases of Participating Jurisdictions will be given equal priority.
- 2.2 “CIS Services” include the following:
 - 2.2.1 Interview child victims of sexual assault and physical abuse as requested.
 - 2.2.2 Document interviews; maintain detailed records of all interviews and statistics.
 - 2.2.3 Assist detectives on assigned cases working with victim’s family.
 - 2.2.4 Assist investigators in interviewing victims and witnesses of other crimes involving children as requested; conduct courtesy interviews for police agencies in other states; work with interpreters to gather information from disabled children; interview children and adults who are developmentally delayed and/or physically disabled as requested.
 - 2.2.5 Testify in court as requested; provide agencies with a DVD of the interviews; provide assistance to the Prosecuting Attorney’s Office, as requested for child interview DVD transcriptions.
 - 2.2.6 Provide training to public and to detectives on child sex abuse issues.
 - 2.2.7 Network with community agencies to maintain compatible working relationships.
- 2.3 Dawson Place shall provide a quarterly report to the Participating Jurisdictions that summarizes CIS Services performed on the Participating Jurisdictions’ behalf during the previous quarter.

3.0 DAWSON PLACE OBLIGATIONS

- 3.1 Dawson Place shall provide a CIS to the Participating Jurisdictions, as described in Section 2.0 above.
- 3.2 Dawson Place shall be responsible for coordinating daily operations related to the provision of CIS Services pursuant to this Agreement.
- 3.3 CIS interviews will be conducted at Dawson Place, located at 1509 California Street, Everett, WA 98201, unless another location is agreed to by the Participating Jurisdictions and Dawson Place.

- 3.4 Dawson Place shall ensure that any professional providing CIS Services pursuant to this Agreement is duly licensed, as may be required by law, and has completed all required training.
- 3.5 Dawson Place shall provide all equipment, including computers, equipment maintenance, and supplies and training necessary to support the CIS Services, consistent with recognized and recommended practices within the field and Exhibit B. Nothing in this section shall restrict the ability of the parties to mutually agree to changes in equipment or training necessary to maintain best practices, or to informally agree to share equipment or training costs in unforeseen circumstances.
- 3.6 All products of interviews conducted under this Agreement, which include: original recordings (audio and video) and reports and statements, will be promptly provided to and remain under the control of the Participating Jurisdiction that requested the interview.
- 3.7 Dawson Place agrees that any professional who is providing CIS services pursuant to this Agreement shall not be considered for any purpose to be an employee or agent of any Participating Jurisdiction.
- 3.8 SICK LEAVE TEMPORARY REPLACEMENT. If CIS Services are not available because the CIS is unavailable due to illness or injury for longer than ten (10) days, Dawson Place shall make arrangements for temporary replacement CIS Services beginning on the eleventh (11th) work day until such time as regular CIS Services resume.
- 3.9 DISCIPLINARY TEMPORARY REPLACEMENT. If CIS Services are not available because the CIS is unavailable due to disciplinary action for a period in excess of one (1) work day, DAWSON PLACE shall make arrangements for replacement CIS Services during the remaining term of the discipline.
- 3.10 TEMPORARY REPLACEMENT; UNPLANNED OR ANNUAL LEAVE. If CIS Services are not available because the CIS is unavailable due to annual leave or any unplanned reason for a period of ten (10) consecutive work days, DAWSON PLACE shall make arrangements for replacement CIS Services beginning on the eleventh (11th) work day until such time as regular CIS Services resume.
- 3.11 TEMPORARY REPLACEMENT; PLANNED ABSENCE. If CIS Services are not available because the CIS is unavailable due to any pre-planned reason other than annual leave (example: attendance at a long term work-related training), for a period in excess of ten (10) consecutive work days, DAWSON PLACE shall make arrangements for replacement CIS Services beginning on the first day of the

planned absence.

4.0 PARTICIPATING JURISDICTION OBLIGATIONS

- 4.1 After the items referenced in Section 3.6 are provided to a Participating Jurisdiction, it shall be the sole responsibility of that Participating Jurisdiction to properly secure, maintain, distribute, transcribe or dispose of said items. Dawson Place may maintain a working copy of all CIS recordings, reports and/or documents. Each Participating Jurisdiction acknowledges that transcriptions of audio/video CIS interviews are frequently required by the Prosecuting Attorney, the Defense or the Court, and each Participating Jurisdiction agrees to complete any required transcribing of CIS interviews conducted under this Agreement.
- 4.2 A Participating Jurisdiction shall attend and observe CIS interviews that the Participating Jurisdiction requests, and shall control, maintain and retain the original DVD recording of such CIS interviews for evidentiary purposes, and shall be solely liable for third party arrest, prosecution and evidentiary issues, such as admissibility arising from or as a result of the interview contents of the DVD. The Participating Jurisdiction shall indemnify and hold harmless Dawson Place for such liability.
- 4.3 The Participating Jurisdictions will coordinate scheduling interviews conducted under this Agreement with Dawson Place.
- 4.4 In consideration of Dawson Place providing the CIS Services as set forth in Section 2.0 and 3.0 herein, the Participating Jurisdictions will pay Dawson Place as set forth in Section 5.0.

5.0 COMPENSATION, INVOICING AND PAYMENT

- 5.1 The Participating Jurisdictions agree to pay the following amounts to Dawson Place for providing CIS services as set forth in this Agreement:
 - 5.1.1 In consideration for the CIS Services provided by Dawson Place from January 1, 2012, to December 31, 2012, (2012 Payment) the Participating Jurisdictions shall pay the sums listed in Exhibit B.
 - 5.1.2 In consideration for the CIS Services provided by Dawson Place from January 1, 2013, to December 31, 2013, (2013 Payment) the Participating Jurisdictions shall collectively pay \$83,773.00 plus an increase equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2012, but shall not to exceed a 3% increase of the 2012 Payment.
 - 5.1.3 In consideration for the CIS Services provided by Dawson Place from January 1, 2014, to December 31, 2014, (2014 Payment) the

Participating Jurisdictions shall collectively pay the sum equal to the 2013 Payment plus an increase in that amount equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2013, but shall not to exceed a 3% increase of the 2013 Payment.

- 5.2 During the term of this Agreement, should a professional who is providing CIS Services pursuant to this Agreement be required to travel out of Snohomish County for work on a Participating Jurisdiction investigation or testify in court on behalf of a case, all travel costs, including conveyance, lodging and per diem, shall be eligible for reimbursement by the requesting Participating Jurisdiction. In order to be eligible for reimbursement, all travel must be pre-approved by the requesting Participating Jurisdiction. Reimbursement for travel shall not exceed that Participating Jurisdiction's reimbursement rates.
- 5.3 Each Participating Jurisdiction's proportional share of the total 2013 Payment and 2014 Payment will be calculated as follows:
 - 5.3.1 Payments due for 2012 are set forth in Exhibit B of this Agreement attached hereto and hereby incorporated by reference. Each PARTICIPATING JURISDICTION shall pay 2% of the base salary, plus a portion of the remaining amount due, calculated based on the number of interviews performed for each PARTICIPATING JURISDICTION during the previous year.
 - 5.3.2 Participating Jurisdictions proportional payment sums for 2013 and 2014 shall be calculated based on, as applicable, the 2012 Payment and the 2013 Payment divided by the number of interviews performed for each Participating Jurisdiction the previous year.
- 5.4 In order to receive payment under this Agreement, Dawson Place shall submit a quarterly invoice to each Participating Jurisdiction., Each Participating Jurisdiction's invoice shall be for the equivalent to one fourth of the Participating Jurisdiction annual proportional payment sum.
- 5.5 Each Participating Jurisdiction shall pay its invoice in full, within thirty (30) days of receiving the invoice. Should a Participating Jurisdiction object to all or any portion of any invoice, the Participating Jurisdiction shall notify Dawson Place of its objection in writing within twenty (20) days after receiving the invoice at issue.
- 5.6 Dawson Place agrees that payment of the sums listed in Sections 5 constitute full compensation for services provided under this Agreement.
- 5.7 Dawson Place may use funds paid under this Agreement for all costs directly related to the provision of CIS Services.

6.0 DIRECTION AND CONTROL

Dawson Place agrees that Dawson Place will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the any Participating Jurisdiction. The parties agree that Dawson Place is not entitled to any benefits or rights enjoyed by employees of any Participating Jurisdiction. Dawson Place specifically has the right to direct and control Dawson Place's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The Participating Jurisdictions shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

7.0 REMOVAL OR REPLACEMENT OF CIS

It is the intent of Dawson Place to create a CIS performance feedback process that allows any Jurisdiction to provide input and initiate a performance review evaluation. The formal performance management process will be managed by Dawson Place and Compass Health, with input from the Jurisdictions. The CIS is an employee of Dawson Place through employment with Compass Health.

A performance improvement process will be carried out by the Dawson Place Executive Director, who is the CIS supervisor, with input from the Jurisdiction that is submitting a performance concern.

Should a Jurisdiction become dissatisfied with the forensic interviewing skills of the Dawson Place CIS, they may submit their concerns in writing to the Dawson Place Executive Director. The Dawson Place Executive Director will then review their concerns, and contact the Jurisdiction to clarify their issues.

The Dawson Place Executive Director will also evaluate the concerns against the Washington State Child Forensic Interviewing Guidelines and will make a determination of whether the concern is a violation of the training guide.

If appropriate, the Dawson Place Executive Director will begin the Performance Management Process:

1. All concerns will be documented and shared with the CIS. The sub-standard interviewing skill(s) will be communicated with the CIS during a performance discussion.
2. A corrective action plan will be developed. The plan will include changes in interviewing skills that the CIS will agree to use.
3. The CIS is allowed a period of 30 days to turn around the situation.
4. Every two weeks the Dawson Place Executive Director will have a progress discussion with the CIS and determine progress.
5. The Dawson Place Executive Director will stay in communication with the Jurisdiction.
6. After 30 days, the CIS is either taken off the Performance Management Plan or the plan can be extended by 30 more days (60 days total).
7. At the end of 60 days, the CIS is either taken off Performance Management or is terminated. If the date of the action plan arrives and the needed corrective action was not achieved by the CIS, the Dawson Place Executive Director, along with Compass Health Human Resource

Department, will decide if employment of the CIS should be terminated. The Jurisdiction will not be a part of the final decision, per Compass Health policies.

Dawson place will in all situations make a good faith effort to work in collaboration with the Jurisdiction, and will communicate on a regular basis. If the Jurisdiction is dissatisfied with Dawson Place's good faith efforts, they may submit their concerns to Dawson Place Executive Director and it is their right to choose to not participate in the CIS contract for the next time period.

8.0 HOLD HARMLESS

Except as otherwise described in Section 4.2, each party to this Agreement shall save, indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out by reason of any accidents, damages or injuries to persons or property, including claims by third parties or employees against which the parties would otherwise be immune under Title 51 RCW or other law, arising from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party.

The provisions of this Section 8.0 shall survive the expiration or earlier termination of this Agreement.

9.0 TERMINATION

Any Participating Jurisdiction may withdraw from participation in this Agreement effective each January 1st for any reason or for no reason by providing written notice of such withdrawal to all parties no later than November 1st. Withdrawal shall not affect the rights of the Participating Jurisdictions under any other section or paragraph herein.

If after November 1st there are fewer than five (5) Participating Jurisdictions that have not given notice of withdrawal, then the Participating Jurisdictions that have not given notice of withdrawal shall meet no later than November 15th. At the meeting, these Participating Jurisdictions will have another option to withdraw from the Agreement effective January 1st, which may be exercised by giving notice of withdrawal at the meeting. If by the end of the meeting no Participating Jurisdiction desires to remain in the Agreement, then this Agreement may be terminated effective January 1st by delivery of written notice to Dawson Place no later than December 1st.

10.0 INSURANCE REQUIREMENTS

Dawson Place shall obtain and maintain continuously during the Term of this Agreement the following insurance:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include all Participating Jurisdictions and their officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the Participating Jurisdictions. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

Workers' Compensation Coverage as required by the Industrial Insurance laws of the State of Washington. Dawson Place's obligation shall extend to all personnel performing work on behalf of Dawson Place pursuant to this Agreement and must be obtained before performing any work under this Agreement. The Participating Jurisdictions will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for any individuals performing work on behalf of Dawson Place that might arise under the Washington State Industrial Insurance laws.

Professional Liability insurance appropriate to the CIS's profession with limits of \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

11.0 WAIVER OF SOVERIGN IMMUNITY

The Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The Parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the obligation and the costs of collection.

12.0 RECORDS

Dawson Place shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion of this Agreement. The Participating Jurisdictions or their authorized representatives shall have access, during normal working hours, to any Dawson Place books, documents, papers or records, which relate to this Agreement.

13.0 CONFIDENTIALITY

Dawson Place shall not disclose, transfer, sell or otherwise release any client information gained by reason of performance under this Agreement to any person or entity. Dawson Place may use such information solely for the purposes necessary to meet the requirements under this Agreement.

14.0 PUBLIC DISCLOSURE LAWS

The parties acknowledge, agree and understand that the county and municipal Participating Jurisdictions are public agencies subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and Dawson Place's performance of Services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. In order to comply with disclosure laws, a Participating Jurisdiction may require records generated pursuant to this Agreement from Dawson Place. Dawson Place covenants that it shall cooperate with the Participating Jurisdictions in the event records generated pursuant to this Agreement are requested. Dawson Place agrees to provide such records to the Participating Jurisdiction in a timely manner and in a format requested by the Participating Jurisdiction, so long as it is reasonably feasible to provide such records in the format requested.

15.0 LEGAL REQUIREMENTS

All parties shall comply with all applicable federal, state and local laws in performing their duties under this Agreement.

16.0 APPLICABLE LAW AND VENUE

This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Snohomish County, Washington.

17.0 NON-DISCRIMINATION

Dawson Place shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by Dawson Place of its compliance with the requirements of Chapter 2.460 SCC. If Dawson Place is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Dawson Place's obligations under other federal, state, or local laws against discrimination.

18.0 PREVAILING PARTY ATTORNEY'S FEES

In any legal action brought to enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to reasonable attorney's fees and costs incurred.

19.0 NOTICE/ INVOICE

Any notice or invoice to be given to a Participating Jurisdiction under this Agreement shall be either mailed or personally delivered to the Notice Address listed in Exhibit A.

Any notice to Dawson Place shall be mailed or personally delivered to:

Dawson Place Child Advocacy Center
ATTN: Executive Director
1509 California Street
Everett, WA 98201

Any party may, by reasonable written notice to the other parties, designate a different contact person, or otherwise alter its contact information for the giving of notices. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

20.0 AMENDMENT

The parties reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality of this Agreement.

21.0 ENTIRE AGREEMENT

This Agreement constitutes the whole and entire agreement among the parties as to CIS Services and no other understandings, oral or otherwise, regarding CIS Services shall be deemed to exist or bind the parties

22.0 SEVERABILITY

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

23.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

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

24.0 WARRANTY OF AUTHORITY

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

IN WITNESS WHEREOF the Participating Jurisdictions and Dawson Place have executed this Agreement as of the date first above written.

<p>DAWSON PLACE</p> <p>By: _____ Mary Wahl, Executive Director As Approved by Dawson Place Board of Directors through Resolution Dated: _____</p>	<p>CITY OF EVERETT</p> <p>By: _____ Ray Stephanson, Mayor Dated: _____</p> <p>ATTEST:</p>
<p>SNOHOMISH COUNTY</p> <p>By: _____ Aaron Reardon, County Executive Dated: _____</p> <p>RECOMMENDED FOR APPROVAL</p> <p>By: _____ John Lovick, Sheriff Dated: _____</p>	<p>By: _____ Sharon Marks, City Clerk Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ James D. Iles, City Attorney Dated: _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ Deputy Prosecuting Attorney Dated: _____</p>	<p>CITY OF BOTHELL</p> <p>By: _____ Title: _____ Dated: _____</p>
<p>CITY OF LYNNWOOD</p> <p>By: _____ Title: _____ Dated: _____</p> <p>ATTEST:</p> <p>By: _____ City Clerk Dated: _____</p>	<p>ATTEST:</p> <p>By: _____ City Clerk Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney Dated: _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney</p>	<p>CITY OF LAKE STEVENS</p>

Dated: _____	By: _____ Title: _____
<p>CITY OF MARYSVILLE</p> By: _____ Title: _____ Dated: _____	Dated: _____
<p>ATTEST:</p> By: _____ City Clerk Dated: _____	<p>ATTEST:</p> By: _____ City Clerk Dated: _____
<p>APPROVED AS TO FORM:</p> By: _____ City Attorney Dated: _____	<p>APPROVED AS TO FORM:</p> By: _____ City Attorney Dated: _____
<p>CITY OF EDMONDS</p> By: _____ Mayor Dated: _____	<p>CITY OF GRANITE FALLS</p> By: _____ Title: _____ Dated: _____
<p>ATTEST:</p> By: _____ Sandra S. Chase, City Clerk Dated: _____	<p>ATTEST:</p> By: _____ City Clerk Dated: _____
<p>APPROVED AS TO FORM:</p> By: _____ Sharon E. Cates Office of the City Attorney Dated: _____	<p>APPROVED AS TO FORM:</p> By: _____ City Attorney Dated: _____
	<p>CITY OF MILL CREEK</p> By: _____ Title: _____ Dated: _____
	<p>ATTEST:</p> By: _____ City Clerk

	<p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>City Attorney</p> <p>Dated: _____</p>
<p>CITY OF MUKILTEO</p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>City Clerk</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>City Attorney</p> <p>Dated: _____</p>	<p>STILLAGUAMISH TRIBE OF INDIANS</p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <hr/> <p>CITY OF ARLINGTON</p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>City Clerk</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>City Attorney</p> <p>Dated: _____</p>

CITY OF SNOHOMISH

By: _____
Title: _____
Dated: _____

ATTEST:

By: _____
City Clerk
Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: _____

EXHIBIT A

PARTICIPATING JURISDICTION	INVOICE ADDRESS	NOTICE ADDRESS
Snohomish County	Snohomish County Sheriff's Office Attn: Jill Iversen 3000 Rockefeller Ave M/S 606 Everett, WA 98201	Snohomish County Sheriff's Office Attn: Jeff Miller 3000 Rockefeller Ave M/S 606 Everett, WA 98201
Stillaguamish Police	Chief Joe Orford Stillaguamish Police Department 22714 6 th Ave NE Arlington, WA 98223	Chief Joe Orford Stillaguamish Police Department 22714 6 th Ave NE Arlington, WA 98223
City of Arlington	Debbie Strotz City of Arlington Finance Dept. 238 N. Olympic Arlington, WA 98223	Chief Nelson Beazley City of Arlington Police Department 110 E. Third St. Arlington, WA 98223
City of Brier		
City of Bothell	Captain Drew Nielsen Bothell Police Department 18410 101 st Ave NE Bothell, WA 98011	Captain Drew Nielsen Bothell Police Department 18410 101 st Ave NE Bothell, WA 98011
City of Lake Stevens	Finance Director City of Lake Stevens P.O. Box 259 Lake Stevens, WA 98258	Chief of Police City of Lake Stevens 2211 Grade Road Lake Stevens, WA 98258
City of Lynnwood	Administrative Assistant to Chief of Police Lynnwood Police Department P.O. Box 5008 Lynnwood, WA 98046-5008	Deputy Chief Investigations/Services Lynnwood Police Department P.O. Box 5008 Lynnwood, WA 98046-5008
City of Marysville	Margaret Vanderwalker Marysville Police Department 1635 Grove Street Marysville, WA 98270	Commander Ralph Krusey Marysville Police Department 1635 Grove Street Marysville, WA 98270
City of Granite Falls	Chief Dennis Taylor Granite Falls Police Department 205 S. Granite Avenue P.O. Box 64 Granite Falls, WA 98252	Chief Dennis Taylor Granite Falls Police Department 205 S. Granite Avenue P.O. Box 64 Granite Falls, WA 98252

City of Edmonds	Marlene Eager Edmonds Police Department 250 5 th Ave. N. Edmonds, WA 98020	Gerry Gannon, Assistant Chief Edmonds Police Department 250 5 th Ave. N. Edmonds, WA 98020
City of Mill Creek	Jodie Gunderson City of Mill Creek Finance Department 15728 Main St. Mill Creek, WA 98012	Det. Sgt. Kate Hamilton Mill Creek Police Department 15728 Main St. Mill Creek, WA 98012
City of Everett	Tracey Versteeg Everett Police Department 3002 Wetmore Avenue Everett, WA 98201	Deputy Chief Mike Campbell Everett Police Department 3002 Wetmore Avenue Everett, WA 98201
City of Mukilteo	Mukilteo Police Department 10500 47 th Pl. W Mukilteo, WA 98275	Chief Rex Caldwell Mukilteo Police Department 10500 47 th Pl. W Mukilteo, WA 98275
City of Snohomish	Chief John Turner City of Snohomish PD 230 Maple Avenue Snohomish, WA 98290	Chief John Turner City of Snohomish PD 230 Maple Avenue Snohomish, WA 98290

**EXHIBIT
B**

2012 Expenses¹	
Salary / Benefits	\$62,273.12
Operating Expenses (estimated)	
Computers	\$2,000.00
Equipment Maintenance	\$500.00
Supplies / Training	\$3,000.00
Office Space ²	\$16,000.00
Total	\$83,773.12

Participating Jurisdiction	2% of Salary	Number of Interviews	Cost Based On Use (\$253.1933 per interview)	Total
Arlington Police Department	\$1,245.46	9	\$2,278.74	\$3,524.20
Bothell Police Department	\$1,245.46	4	\$1,012.77	\$2,258.24
Brier Police Department	\$1,245.46	0	\$0	\$1,245.46
Edmonds Police Department	\$1,245.46	10	\$2,531.93	\$3,777.40
Everett Police Department	\$1,245.46	53	\$13,419.24	\$14,664.71
Granite Falls Police Department	\$1,245.46	2	\$506.39	\$1,751.85
Lake Stevens Police Department	\$1,245.46	23	\$5,823.44	\$7,068.90
Lynnwood Police Department	\$1,245.46	11	\$2,785.13	\$4,030.59
Marysville Police Department	\$1,245.46	38	\$9,621.35	\$10,866.81
Mill Creek Police Department	\$1,245.46	12	\$3,038.32	\$4,283.78

¹2013 and 2014 Participation Jurisdictions proportional contributions shall be calculated pursuant to the formula described in Section 5 of this Agreement.

² The Snohomish County's Sheriff's Office shall receive an annual credit from Dawson Place in the amount of sixteen thousand dollars (\$16,000.00) based on the Sheriff's Office provision of Office Space for the CIS. The Sheriff's Office total annual proportional payment, calculated pursuant to Section 5 of this Agreement, shall be reduced annually by \$16, 000.

Mukilteo Police Department	\$1,245.46	2	\$506.39	\$1,751.85
				(\$24,286.05 minus \$16,000 Office Space Credit)
Snohomish County Sheriff	\$1,245.46	91	\$23,040.59	\$24,286.05
Snohomish Police Department	\$1,245.46	7	\$1,772.35	\$3,017.82
Stillaguamish Police Department	\$1,245.46	0	\$0.00	\$1,245.46
Total	\$17,436.47	262	\$66,336.64	\$83,773.12

CIS Contract: 8.0 Removal/Replacement of CIS

It is the intent of Dawson Place to create a CIS performance feedback process that allows any Jurisdiction to provide input and initiate a performance review evaluation. The formal performance management process will be managed by Dawson Place and Compass Health, with input from the Jurisdictions. The CIS is an employee of Dawson Place through employment with Compass Health.

A performance improvement process will be carried out by the Dawson Place Executive Director, who is the CIS supervisor, with input from the Jurisdiction that is submitting a performance concern.

Should a Jurisdiction become dissatisfied with the forensic interviewing skills of the Dawson Place CIS, they may submit their concerns in writing to the Dawson Place Executive Director. The Dawson Place Executive Director will then review their concerns, and contact the Jurisdiction to clarify their issues.

The Dawson Place Executive Director will also evaluate the concerns against the Washington State Child Forensic Interviewing Guidelines and will make a determination of whether the concern is a violation of the training guide.

If appropriate, the Dawson Place Executive Director will begin the Performance Management Process:

1. All concerns will be documented and shared with the CIS. The sub-standard interviewing skill(s) will be communicated with the CIS during a performance discussion.
2. A corrective action plan will be developed. The plan will include changes in interviewing skills that the CIS will agree to use.
3. The CIS is allowed a period of 30 days to turn around the situation.
4. Every two weeks the Dawson Place Executive Director will have a progress discussion with the CIS and determine progress.
5. The Dawson Place Executive Director will stay in communication with the Jurisdiction.
6. After 30 days, the CIS is either taken off the Performance Management Plan or the plan can be extended by 30 more days (60 days total).
7. At the end of 60 days, the CIS is either taken off Performance Management or is terminated. If the date of the action plan arrives and the needed corrective action was not achieved by the CIS, the Dawson Place Executive Director, along with Compass Health Human Resource Department, will decide if employment of the CIS should be terminated. The Jurisdiction will not be a part of the final decision, per Compass Health policies.

Dawson place will in all situations make a good faith effort to work in collaboration with the Jurisdiction, and will communicate on a regular basis. If the Jurisdiction is dissatisfied with Dawson Place's good faith efforts, they may submit their concerns to Dawson Place Executive Director and it is their right to choose to not participate in the CIS contract for the next time period.

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 2012

AGENDA ITEM: Golf Cart Lease Yamaha Motor Company	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Golf Cart Lease Proposal	
BUDGET CODE:	AMOUNT:

SUMMARY:

The current number of golf carts available at Cedarcrest Golf Course consists of a fleet of 48 gas powered carts. The condition of the fleet is aging and staff is recommending the immediate replacement of 10 carts through a 60 month lease with Yamaha Motor Company. The lease provides the city with options to return the carts at the conclusion of the lease term or purchase the carts for \$1 at the conclusion. The carts would be part of a phased replacement program designed to support the replacement of 10 carts per year.

The costs associated with the recommended lease are attached.

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the Lease Agreement between the City of Marysville and Yamaha Motor Company for 10 gas powered carts for delivery in July 2012. The term of the Lease is 60 months.



YAMAHA MOTOR CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

June 14, 2012

CITY OF MARYSVILLE
ATTN: JIM BALLEW
1049 STATE AVE.
MARYSVILLE, WA 98270

Dear JIM BALLEW:

Enclosed you will find the documentation for your lease of 10 YDRA
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #102975
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form - *optional service.*

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight
return envelope. *form / slip.*

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required
please include a signed statement on official city letterhead stating that a purchase order will not be required for this
transaction.

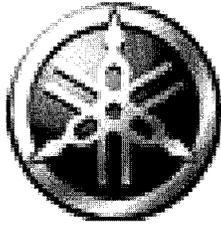
We appreciate your business and look forward to the opportunity to service your leasing needs. If you should have any
questions, please give us a call at 800-551-2994.

Sincerely,

A handwritten signature in cursive script that reads "Bryan Ashton".

Bryan Ashton

YAMAHA
Commercial Customer Finance



YAMAHA

Commercial Customer Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated June 14, 2012, between **YAMAHA MOTOR CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF MARYSVILLE having its principal office at 1049 STATE AVE., MARYSVILLE, WA 98270 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "**Equipment**"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("**Rent**") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("**RFP**"), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "**Dealer**"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, with respect to each shipment of Equipment. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and deliver of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying date of the Equipment.
5. **Location, and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall, upon request of Lessor, furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor.
10. **Warranties.** The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.
12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.
13. Indemnity; Notice of Claim. Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, with limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.
14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).
15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:
- (a) default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
 - (b) default by Lessee in the performance of any other material term, covenant or condition of this Lease, any for a period of 10 days after notice; or
 - (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
 - (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
 - (e) Lessee shall default under any other lease or agreement between Lessee and Lessor or any of its assignees hereunder; or
 - (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.
16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:
- (a) terminate all or any portion of the Equipment Schedules to this Lease;
 - (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
 - (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
 - (d) sell the Equipment or enter into a new lease of the Equipment. No delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.
17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.
18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 26 below, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Status of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF MARYSVILLE
as Lessee

YAMAHA MOTOR CORPORATION, U.S.A. as Lessor

By: _____

By: _____

Print Name: _____

Print Name: Kim Ruiz

Title: _____

Title: Vice President

EXHIBIT A
EQUIPMENT SCHEDULE # 102975
Dated 06/14/2012

1. This Schedule covers the following property ("Equipment"):
10 YDRA GOLF CARS
2. Location of Equipment:
CEDARCREST MUNICIPAL GOLF COURSE
6810 84TH STREET NE
MARYSVILLE, WA 98270
3. The Lease term for the Equipment described herein shall commence on August 01, 2012 and shall consist of 60 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
40 MONTHLY PAYMENTS IN THE AMOUNT OF \$904.29 (APPLICABLE TAXES TO BE BILLED).
STARTING AUGUST 2012 AND ENDING JULY 2017. DUE THE 1ST DAY OF
THE MONTH AS FOLLOWS:

Aug-12 \$904.29	Mar-13 \$904.29	Mar-14 \$904.29	Mar-15 \$904.29	Mar-16 \$904.29	Mar-17 \$904.29
Sep-12 \$904.29	Apr-13 \$904.29	Apr-14 \$904.29	Apr-15 \$904.29	Apr-16 \$904.29	Apr-17 \$904.29
Oct-12 \$904.29	May-13 \$904.29	May-14 \$904.29	May-15 \$904.29	May-16 \$904.29	May-17 \$904.29
	Jun-13 \$904.29	Jun-14 \$904.29	Jun-15 \$904.29	Jun-16 \$904.29	Jun-17 \$904.29
	Jul-13 \$904.29	Jul-14 \$904.29	Jul-15 \$904.29	Jul-16 \$904.29	Jul-17 \$904.29
	Aug-13 \$904.29	Aug-14 \$904.29	Aug-15 \$904.29	Aug-16 \$904.29	
	Sep-13 \$904.29	Sep-14 \$904.29	Sep-15 \$904.29	Sep-16 \$904.29	
	Oct-13 \$904.29	Oct-14 \$904.29	Oct-15 \$904.29	Oct-16 \$904.29	

5. Interest Factor: 3.88 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement.

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of the lease agreement. Service is the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Master Lease Agreement shall not relieve Lessee of the responsibilities under the Master Lease Agreement.

Signed Counterparts: The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

This Equipment Schedule is issued pursuant to the Master Lease dated, June 14, 2012 (the "Lease"). All of the terms and conditions, representations and warranties of the Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule and this Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF MARYSVILLE

LESSOR: YAMAHA MOTOR CORPORATION, U.S.A.

By : _____
Signature

By : _____
Kim Ruiz

Name: _____
Type or Print

Name: _____
Vice President

Title: _____

Title: _____



Cedarcrest Golf Course

Initialed By: _____

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: Cedarcrest Golf Course
EQUIPMENT SCHEDULE # 102975**

Yield: 3.880%

Mon #	Due Date	Payment	Interest
1	08/01/12	904.29	133.25
2	09/01/12	904.29	130.83
3	10/01/12	904.29	128.40
4	11/01/12	0.00	125.95
5	12/01/12	0.00	126.35
6	01/01/13	0.00	126.75
7	02/01/13	0.00	127.15
8	03/01/13	904.29	127.55
9	04/01/13	904.29	125.10
10	05/01/13	904.29	122.65
11	06/01/13	904.29	120.19
12	07/01/13	904.29	117.73
13	08/01/13	904.29	115.25
14	09/01/13	904.29	112.77
15	10/01/13	904.29	110.28
16	11/01/13	0.00	107.78
17	12/01/13	0.00	108.12
18	01/01/14	0.00	108.46
19	02/01/14	0.00	108.80
20	03/01/14	904.29	109.15
21	04/01/14	904.29	106.64
22	05/01/14	904.29	104.14
23	06/01/14	904.29	101.62
24	07/01/14	904.29	99.09
25	08/01/14	904.29	96.56
26	09/01/14	904.29	94.02
27	10/01/14	904.29	91.47
28	11/01/14	0.00	88.91
29	12/01/14	0.00	89.19
30	01/01/15	0.00	89.47
31	02/01/15	0.00	89.76
32	03/01/15	904.29	90.04
33	04/01/15	904.29	87.48
34	05/01/15	904.29	84.91
35	06/01/15	904.29	82.33
36	07/01/15	904.29	79.74
37	08/01/15	904.29	77.15
38	09/01/15	904.29	74.55
39	10/01/15	904.29	71.94
40	11/01/15	0.00	69.32
41	12/01/15	0.00	69.54
42	01/01/16	0.00	69.76
43	02/01/16	0.00	69.98
44	03/01/16	904.29	70.20
45	04/01/16	904.29	67.57
46	05/01/16	904.29	64.94
47	06/01/16	904.29	62.30
48	07/01/16	904.29	59.65
49	08/01/16	904.29	56.99
50	09/01/16	904.29	54.33
51	10/01/16	904.29	51.65
52	11/01/16	0.00	48.97
53	12/01/16	0.00	49.13
54	01/01/17	0.00	49.28
55	02/01/17	0.00	49.44
56	03/01/17	904.29	49.59
57	04/01/17	904.29	46.90
58	05/01/17	904.29	44.21
59	06/01/17	904.29	41.50
60	07/01/17	904.29	38.79
Totals:		36,171.60	5,275.54

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE
6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT: _____

June 14, 2012

ADDRESS: _____

Please Reference our Quote# **102975**

PHONE: _____

FAX: _____

RE: **CEDARCREST MUNICIPAL GOLF COURSE**

(Customer) Account # _____

Gentlemen:

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha as an **ADDITIONAL INSURED** with the proceeds to be payable first on the Behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

10 YDRA GOLF CARS

CITY OF MARYSVILLE

(Name of Debtor/Lessee)

Equipment Location:

6810 84TH STREET NE

By: _____

(Signature of Authorized Officer)

MARYSVILLE, WA 98270

Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 102975
dated June 14, 2012 to the Master Lease Agreement dated
June 14, 2012 between Yamaha Motor Corporation, U.S.A.
(the "Lessor") and CITY OF MARYSVILLE
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
10 YDRA GOLF CARS		See Attachment	NEW	EDARCREST MUNICIPAL GOLF COURSE 6810 84TH STREET NE MARYSVILLE, WA 98270

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF MARYSVILLE

as Lessee

By: _____

Name: _____

Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR CORP., U.S.A.
Dept. CH14022
Palatine, IL 60055-0586

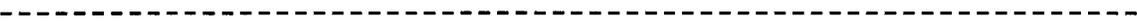
INVOICE NUMBER: MAN 102975

Date Prepared: 06/14/2012

CITY OF MARYSVILLE
1049 STATE AVE.
MARYSVILLE, WA 98270

Due Date	Quote No	Description	Amount Due
	102975	10 YDRA GOLF CARS for Municipal Lease Cars located at: CEDARCREST MUNICIPAL GOLF COURSE	
08/1/2012		Payment	\$904.29
		Payment Tax	\$0.00
YOUR ACCOUNT BALANCE IS -----			\$904.29

Please return the bottom portion with your remittance. Include the lease number on your check.
FOR BILLING QUESTIONS, CALL YAMAHA Commercial Customer Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR CORP., U.S.A.
Dept. CH14022
Palatine, IL 60055-0586

INVOICE NUMBER MAN 102975

Date Prepared: 06/14/2012

Payment for:
CITY OF MARYSVILLE
1049 STATE AVE.
MARYSVILLE, WA 98270

102975	\$ _____	_____	# _____
Quote Number	Amount Paid	Date Paid	Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF MARYSVILLE

Customer Number 3638460

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Corporation, U.S.A., hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Corporation, U.S.A.
Attn: **Stacey Stankey**
6555 Katella Avenue, Cypress, CA 90630

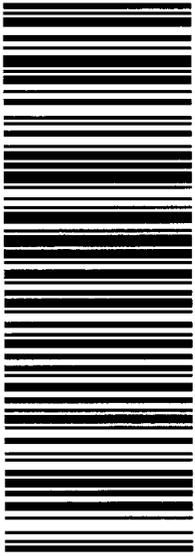
UPS Internet Shipping: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package.
2. **Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
 Find your closest UPS location at: www.ups.com/dropoff
 Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

FOLD HERE

<p style="text-align: right;">0.0 LBS LTR 1 OF 1</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">RS</p> <p>SHIP TO: JIM BALLEW 360-363-8460 CITY OF MARYSVILLE 6810 84TH STREET NE MARYSVILLE WA 98270</p> <p>SHIP TO: BRYAN ASHTON 800-551-2994 3 YAMAHA MOTOR CORPORATION, U.S.A. FINANCIAL SERVICES 6555 KATELLA AVE CYPRESS CA 90630</p>	<p style="font-size: 2em; font-weight: bold;">CA 906 9-15</p> 	<p style="font-size: 3em; font-weight: bold;">1</p> <p>UPS NEXT DAY AIR</p> <p>TRACKING #: 1Z F89 6R3 84 9451 7620</p>		<p style="text-align: center;">  <small>UPS 14.1.10. WXP1E70 27.04.04/2012</small> </p> <p>BILLING: P/P DESC: Documents RETURN SERVICE</p> <p>Reference# 1: 240101</p>
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Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/25/2012

AGENDA ITEM: Approval of Special Event Permit Application; Greater Marysville Artists' Guild	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Certificate of Liability Insurance Naming the City as Co-Insured. 3. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Greater Marysville Artists' Guild has submitted an application to obtain a special event permit to hold an outdoor art festival at Comeford Park during the weekend of July 28 – 29, 2012. The applicant has contacted the Parks and Recreation Department to reserve the park for this use and has completed the required facility use agreement.

The Community Development Staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION: The Community Development Staff recommends City Council approve the application for the Greater Marysville Artists' Guild to conduct a special event as described above from July 28 – 29, 2012.



City of Marysville
 1049 State Avenue, Ste. 201
 Marysville, WA 98270

APPLICATION FOR SPECIAL EVENT PERMIT
\$25.00 NON-REFUNDABLE APPLICATION FEE
 Additional Information or requirements may be requested
 Please allow 3 - 4 weeks for processing

NAME OF SPONSORING ORGANIZATION AND/OR INDIVIDUAL REPRESENTATIVE:

GREATER MARYSVILLE ARTISTS GUILD

ADDRESS: P.O. Box 562, MARYSVILLE, WA 98270

TELEPHONE NUMBER: (360) 722-5752 or (360) 435-3887

PURPOSE OF EVENT: FESTIVAL OF ARTS SHOW AT COMFORT PARK (SATURDAY) FILES

INSURANCE COMPANY: LIBERTY N.W. - AMERICAN STATES INS CO.
 (Please attach a copy of Proof of Insurance naming the City of Marysville as co-insured.)

PROPOSED DATE OF EVENT: JULY 28 + 29, 2012

LOCATION: COMFORT PARK

HOURS OF OPERATION: 9 AM - 5 PM

SCHEDULE OF EVENTS: (set-up @ 9:00 am, tear-down @ 5:00 pm)

ESTIMATED ATTENDANCE: UNKNOWN

SPECIAL FACILITY REQUIREMENTS: RESTROOMS

CITY ASSISTANCE REQUIRED: NONE

Received
 MAY 30 2012
 City of Marysville
 Community Development

Maria Price

11-25-2011

SIGNATURE OF APPLICANT

DATE

FOR INTERNAL USE ONLY

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

specialeventapp/rev.08.17.01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Rice Insurance LLC 1400 Broadway P.O. Box 639 Bellingham WA 98227	CONTACT NAME: Rita Larsen PHONE (A/C. No. Ext): (360)734-1161 E-MAIL ADDRESS: rita@riceinsurance.com PRODUCER CUSTOMER ID #: 00003371		FAX (A/C. No): (360)734-1173
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Greater Marysville Artist Guild c/o Marv Price P O Box 562 Marysville WA 98270	INSURER A: American States Ins		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL116309488

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			01CI48117910	6/2/2011	6/2/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE			\$ 2,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is additional insured regarding festivals and events per the attached CG7635(0207).

CERTIFICATE HOLDER

CANCELLATION

City of Marsville 1049 State Street Marysville, WA 98270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Troy Haskell/RMF 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As per written contract

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
 - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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Copyright, Insurance Services, 2001

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or



any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED – MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – BAIL BONDS – TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

