

## Marysville City Council Meeting

March 14, 2011

7:00 p.m.

City Hall

### Call to Order

### Invocation/Pledge of Allegiance

### Roll Call

### Committee Report

### Presentations

- A. Snohomish County Tourism Bureau Annual Report Presentation \*
- B. Citizen Commendation \*

### Audience Participation

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

- 1. Approval of February 28, 2011 City Council Meeting Minutes.

### Consent

- 2. Approval of March 2, 2011 Claims in the Amount of \$1,351,377.58; Paid by Check Number's 68593 through 68747. \*
- 3. Approval of March 9, 2011 Claims in the Amount of \$327,289.87; Paid by Check Number's 68748 through 68874. \*
- 4. Approval of March 4, 2011 Payroll in the Amount of \$1,327,502.36; Paid by Check Number's 24011 through 24055 with Check Number 24009 Voided. \*
- 5. Authorize the Mayor to Sign the Renewal Lease Agreement and Contract for Caretaker Services with Jeffrey and Karen Pickard for Deering Wildflower Acres Park.

### Review Bids

### Public Hearings

### New Business

- 6. An **Ordinance** of the City of Marysville, Washington Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Constructing a Pedestrian and Bicycle Trail and Associated Improvements.
- 7. A **Resolution** of the City of Marysville for the Acceptance of a \$1,000.00 Gift Subject to Conditions.

### Legal

## Marysville City Council Meeting

March 14, 2011

7:00 p.m.

City Hall

### Legal

8. Special Counsel Agreement for Legal Services between City of Marysville and Perkins Coie LLP. \*

### 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.

**\*These items have been added or revised from the materials previously distributed in the packets for the March 7, 2011 Work Session.**

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmember Phillips.	Approved
<b>Presentations</b>	
Volunteer of the Month for February – Bob Banks	Presented
Employee Service Awards: Terry Hawley, Public Works Operations Manager - 5 years; Mary Vermeulen, Program Specialist, Courts - 10 years; Denise Gritton, Financial Planning - 10 years; Ronald Gettle, Maintenance Worker II, PW - 10 years; Emma Stiles, Police Officer, Police - 25 years	Presented
<b>Approval of Minutes</b>	
Approval of February 7, 2010 City Council Work Session Minutes.	Approved
Approval of February 14, 2011 City Council Meeting Minutes.	Approved
Approval of the February 16, 2011 City Council Special Meeting Minutes.	Continued
<b>Consent Agenda</b>	
Approval of February 16, 2011 Claims in the Amount of \$247,498.45; Paid by Check Number's 68345 through 68440.	Approved
Approval of the February 23, 2011 Claims in the Amount of \$343,038.56; Paid by Check Number's 68441 through 68592 with Check Number 68393 Voided.	Approved
Approval of February 18, 2011 Payroll in the Amount of \$781,151.04; Paid by Check Number's 23970 through 24009.	Approved
<b>New Business</b>	
An Ordinance of the City of Marysville Amending the 2011 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2839.	Approved Ord. No. 2854
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Recess</b>	7:55 p.m.
<b>Executive Session</b>	8:05 p.m.
Litigation – 2 items RCW 42.30.110(1)(i)	
<b>Adjournment</b>	8:40 p.m.



**Regular Meeting**  
*February 28, 2011*

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Nik Baumbart of Marysville Assembly of God church.

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Carmen Rasmussen, Jeff Seibert, John Soriano, Michael Stevens, Jeff Vaughan, and Donna Wright

**Absent:** Lee Phillips

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Chief Information Officer Doug Buell, Recording Secretary Laurie Hugdahl.

CAO Hirashima stated that Councilmember Phillips notified them that he would be gone tonight.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to excuse the absence of Councilmember Phillips. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember Seibert reported on the February 16 Finance Committee Meeting where the following topics were discussed:

- They received a financial update on the budget.
- Briefly discussed the Council retreat suggestions – 5-year plan, debt buy down, property management, golf course, and Public Works relocation. Any other suggestions should be forwarded to the Mayor or CAO Hirashima.

- Utility billing – discussed garbage delinquencies. Right now there is no need to change the ordinance. The current ordinance will work for what we were trying to do.
- Information Services – Discussion about bandwidth for 911 calls.

## Presentations

### A. Volunteer of the Month

Mayor Nehring recognized Bob Banks as the Mayor's Volunteer of the Month for February. Mr. Banks was recognized for his volunteer work as a friend to cancer patients at Providence Hospital and for his volunteerism and student mentoring within the Vocational Education and Alternate Schools programs.

### B. Employee Service Awards

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

- Terry Hawley, Public Works Operations Manager - 5 years
- Mary Vermeulen, Program Specialist, Courts - 10 years
- Denise Gritton, Financial Planning - 10 years
- Ronald Gettle, Maintenance Worker II, PW - 10 years
- Emma Stiles, Police Officer, Police - 25 years

## Audience Participation

None.

## Approval of Minutes

1. Approval of February 7, 2010 City Council Work Session Minutes.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the minutes as presented. **Motion** passed unanimously (6-0).

2. Approval of February 14, 2011 City Council Meeting Minutes.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve the minutes as presented. **Motion** passed unanimously (6-0).

3. Approval of the February 16, 2011 City Council Special Meeting Minutes.

Due to the number of abstentions the approval of these minutes was deferred to the next meeting.

## Consent

4. Approval of February 16, 2011 Claims in the Amount of \$247,498.45; Paid by Check Number's 68345 through 68440.
5. Approval of the February 23, 2011 Claims in the Amount of \$343,038.56; Paid by Check Number's 68441 through 68592 with Check Number 68393 Voided.
6. Approval of February 18, 2011 Payroll in the Amount of \$781,151.04; Paid by Check Number's 23970 through 24009.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve consent agenda items 4, 5, and 6. **Motion** passed unanimously (6-0).

## Review Bids

None

## Public Hearings

None

## New Business

7. An Ordinance of the City of Marysville Amending the 2011 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2839.

Finance Director Langdon explained that this is an update to the budget to carry over what was not spent in 2010.

**Motion** made by Councilmember Stevens, seconded by Councilmember Soriano, to approve **Ordinance No. 2854**. **Motion** passed unanimously (6-0).

## Mayor's Business

Mayor Nehring:

- Most of the meetings last week got cancelled due to the snow.
- He thanked Director Nielsen and the public works crew for their round the clock work during the snow event last week.
- Mayor Nehring, Councilmember Soriano, Councilmember Wright, and CAO Hirashima attended the AWC Conference a couple weeks ago; the meetings with the legislators were particularly productive.
- He attended the Community Transit Board retreat last week where they discussed upcoming service changes and the budget process.

## Staff Business

Jim Ballew:

- They hope to be reopening the golf course tomorrow. The restaurant is doing very well. They have been packed on the weekends.
- Soccer registrations have been extended for a week due to the snow.
- Waste Management has decided to be the exclusive sponsor for the concert and movie series this summer. The City is very excited about this development.
- He commended Doug Buell and Tara Mizell for their hard work tying up loose ends on the next *Messenger*.

Chief Smith:

- Marysville U was cancelled on Wednesday night and will be rescheduled, possibly on March 30.
- During the snow event there was one traffic collision with minor injuries. He commended the outstanding job done by Public Works.
- He discussed an incident that occurred last night where an officer was involved in a fight.
- Thanks to City Attorney Grant Weed for the work his office is doing on the 30-90 day jail ordinance. He commended the work done by Cheryl on this.

Kevin Nielsen:

- PW Committee on Friday will be taking a van tour.
- The costs for dealing with the snow are being calculated right now.
- A map of the proposed 87<sup>th</sup> Avenue NE alignment was distributed to the Council for their information. There was some discussion about the confusion resulting from the name of this street since it winds around and changes names a couple times. CAO Hirashima indicated that she would talk to the addressing committee about the issue. She explained that the emergency responders are very insistent about keeping it on a grid, but agreed that it was confusing.
- He announced the good news that their bill in Olympia passed the house almost unanimously.
- Waste Management will be doing double pickup this week due to missed routes last week.
- Flooding will be the next issue that Public Works is gearing up for.

Sandy Langdon:

- The auditors have scheduled the audit for May. Staff is busy finishing up the financials.
- The budget is at the printers right now and should be posted on the website soon.
- Staff is working on the retreat.

Grant Weed stated the need for an Executive Session to discuss two items concerning pending litigation. The estimated time was 20 minutes with no action needed.

Gloria Hirashima:

- She echoed the kudos to Public Works for their snow response. She also commended police and fire personnel that had to be out in the snow.
- Staff is very happy about the water bill that Director Nielsen mentioned. She applauded Al Aldrich of Strategies 360 who has been working for the City in Olympia to help us navigate that whole system. Strategies 360 was also very helpful with the legislative conference in setting up meetings and making contacts.
- 88<sup>th</sup> Street Master Plan meeting has been rescheduled for this Thursday night.

## **Call on Councilmembers**

Carmen Rasmussen:

- Commended Director Nielsen on the road maintenance for the snow.
- She noticed that there was a notice on the website about garbage collection, but it stayed there for several days. She recommended putting a date on notices so people would know if it was current.

John Soriano:

- Complimented Public Works for their excellent work during the snow.
- The meetings in Olympia were very productive. It's great to keep our priorities in front of our representatives. CAO Hirashima's presentation was especially clear, concise and to the point.

Michael Stevens thanked Public Works for keeping the streets clear and safe.

Jeff Vaughan:

- Thanks to Public Works for the great response to the snow.
- Asked for clarification from Grant Weed on abstentions. City Attorney Grant Weed explained that different councils handle this differently. His general advice is that when a council is approving its minutes it's confirming that the word that is written about the meeting accurately reflects a summary of what happened. If a council member was not at the meeting it would be difficult for them to approve the accuracy of the minutes. In his opinion it is appropriate to not participate if you did not attend that particular meeting.
- Councilmember Vaughan asked about other circumstances under which a person might abstain. City Attorney Weed replied that the Council Rules of Procedure state that a councilmember should not abstain unless they did not participate in the subject that is at hand. He recalled that an abstention will be counted as a yes vote unless otherwise stated in the council rules.

Donna Wright thanked Public Works who did a great job with the snow. She agreed that the Olympia meetings with our representatives went very well.

Jeff Seibert:

- Thanks to Public Works for the job they did with the roads.



- He commended Director Nielsen for getting the bill through in Olympia.
- He also thanked Director Nielsen for the map and the update on the issue with Wal-Mart.

The meeting recessed at 7:55 until 8:05 at which time they reconvened into executive session to cover two pending litigation items expected to last 20 minutes with no action to be taken.

**Executive Session**

A. Litigation – two items concerning pending litigation pursuant to RCW 42.30.110(1)(i)

B. Personnel

C. Real Estate

**Motion** made by Councilmember Seibert to extend the Executive Session for 15 minutes. **Motion** seconded by Councilmember Rasmussen. **Motion** passed unanimously (6-0).

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:40 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.


\_\_\_\_\_  
Mayor  
Jon Nehring

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 14, 2011**

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **March 2, 2011** claims in the amount of **\$1,351,377.58** paid by **Check No.'s 68593 through 68747.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-3**

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 **\$1,351,377.58 PAID BY CHECK NO.'S 68593 THROUGH 68747** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*Sandy Anderson*  
AUDITING OFFICER

3/3/11  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **2ND DAY OF MARCH 2011.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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

DATE: 2/28/2011  
TIME: 9:00:18AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 2/24/2011 TO 3/2/2011**

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68593	3M	SIGNAL BACKPLATES	TRANSPORTATION MANAGEM	1,085.46
68594	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	164.35
68595	ALFYS PIZZA	PIZZA FOR VALENTINE DANCE STAF	RECREATION SERVICES	47.22
68596	AMERICAN PUBLIC WORK	MEMBERSHIP-KYLE WOODS	ENGR-GENL	155.00
68597	AMERICAN WATER WORKS	MEMBERSHIP DUES-COWLING	ENGR-GENL	190.00
68598	AYERS DISTRIBUTING	CANDY FILLED PLASTIC EGGS	GENERAL FUND	-78.26
	AYERS DISTRIBUTING		RECREATION SERVICES	988.26
68599	BAKER, KENT	INSTRUCTOR SERVICES	RECREATION SERVICES	180.00
68600	BATTERIES PLUS	BATTERY REPLACEMENTS	IS REPLACEMENT ACCOUNTS	29.48
68601	BAY INDUSTIRAL CO	MENS/WOMENS SPRING JACKETS	GOLF COURSE	959.85
68602	BENDER,MATTHEW & CO.	WA CRIMINAL PRACTICE	MUNICIPAL COURTS	94.17
68603	BENS CLEANER SALES	O-RINGS	MAINT OF GENL PLANT	35.03
68604	BLANKENBURG, SCOTTY	JURY DUTY	COURTS	17.65
68605	BRENNAN, SHANNON	INSTRUCTOR SERVICES	COMMUNITY CENTER	139.20
	BRENNAN, SHANNON		COMMUNITY CENTER	192.00
68606	BRK MANAGEMENT SRVCS	EHM - JANUARY 2011	DETENTION & CORRECTION	143.00
68607	BRODIE, KATHLEEN	INSTRUCTOR SERVICES	RECREATION SERVICES	456.00
68608	BURGESS, HEATHER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
68609	BURKHOLDER, JEFF	MILEAGE REIMBURSEMENT	DETENTION & CORRECTION	128.08
68610	BYRNE, THOMAS	JURY DUTY	COURTS	17.65
68611	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	150.00
68612	CARLSON, LARA	JURY DUTY	COURTS	10.00
68613	CARQUEST	GOLF CART BATTERIES	MAINTENANCE	205.95
68614	CARRS ACE	VALENTINES DANCE SUPPLIES	RECREATION SERVICES	22.32
68615	CEMEX	CLASS B ASPHALT	ROADWAY MAINTENANCE	149.98
	CEMEX		ROADWAY MAINTENANCE	278.24
	CEMEX		ROADWAY MAINTENANCE	295.14
	CEMEX		STORM DRAINAGE	342.77
	CEMEX		SEWER MAIN COLLECTION	348.11
	CEMEX	LIQUID/CLASS B ASPHALT	ROADWAY MAINTENANCE	373.79
68616	CENTRAL WELDING SUPP	NITROGEN,HYDROTEST-CITY HALL	ADMIN FACILITIES	65.55
68617	CHICAGO TITLE INSURA	LITIGATION GUARANTEE	GMA-PARKS	436.80
68618	CLARK, JACK & JAN	UB 989430000001 6117 44TH PL N	GARBAGE	74.48
68619	CLEAR IMAGE PHOTOGRA	COMMERCIAL PHOTOGRAPHY	GOLF ADMINISTRATION	352.95
68620	CLYDE WEST	HOPPER WATER SPRAY NOZZLE	EQUIPMENT RENTAL	76.08
68621	COHEN, NANCY	JURY DUTY	COURTS	20.20
68622	COMCAST	ACCT. # 8498 31 002 0001355 -	BAXTER CENTER APPRE	55.26
	COMCAST		BAXTER CENTER APPRE	57.37
	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	209.90
68623	COMCAST	ACCT. # 8498 31 002 0149949 -	PRO-SHOP	74.25
68624	CONSOLIDATED ELECTRI	LAMPS-W TRUNK PUMP STATION	SEWER LIFT STATION	91.84
68625	COX, MICHELLE	CLASS REFUND	PARKS-RECREATION	69.00
68626	DB SECURE SHRED	SHREDDING SERVICES	PROBATION	16.45
	DB SECURE SHRED		MUNICIPAL COURTS	49.38
68627	DUGAN, ARLENE	CLASS REFUND	PARKS-RECREATION	35.00
68628	E&E LUMBER	36" DOOR SWEEP-WWTP	WASTE WATER TREATMENT	15.19
68629	EMERALD HILLS	COFFEE SUPPLIES-KBSCC	BAXTER CENTER APPRE	173.99
68630	EMMERSON, MARIA	JURY DUTY	COURTS	17.65
68631	EPPERSON, JESSE		COURTS	11.02
68632	EVANS, CY	WITNESS FEE	MUNICIPAL COURTS	12.55
68633	EVERETT TIRE & AUTO	GOODYEAR TIRES (4)	ER&R	416.08
	EVERETT TIRE & AUTO	GOODYEAR TIRES (6)	ER&R	624.12
68634	EVERETT UTILITIES	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	112,445.09
68635	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	180.00
68636	EWING IRRIGATION	MATERIALS FOR WEED CONTROL	PARK & RECREATION FAC	513.59
68637	FERRELLGAS	PROPANE	WATER SERVICE INSTALL	65.78
	FERRELLGAS		TRAFFIC CONTROL DEVICES	65.78

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/24/2011 TO 3/2/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68637	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	65.78
	FERRELLGAS		SOLID WASTE OPERATIONS	65.79
68638	FIRE PROTECTION,INC	CREDIT	PUBLIC SAFETY FAC-GENL	-781.92
	FIRE PROTECTION,INC		LIBRARY-GENL	-407.25
	FIRE PROTECTION,INC	SPRINKLER SYSTEM INSPECTION-LI	LIBRARY-GENL	407.25
	FIRE PROTECTION,INC	ANNUAL MONITORING FEE-WWTP	WASTE WATER TREATMENT	529.50
	FIRE PROTECTION,INC	SPRINKLER SYSTEM INSPECTION	PUBLIC SAFETY FAC-GENL	781.92
68639	FOOTJOY	SPECIAL ORDER	GOLF COURSE	61.23
	FOOTJOY		GOLF COURSE	89.84
	FOOTJOY		GOLF COURSE	346.44
68640	GARCIA, MICHAELLYN	CLASS REFUND	PARKS-RECREATION	35.00
68641	GOVCONNECTION INC	HEADSET-PW/CD	UTIL ADMIN	171.57
	GOVCONNECTION INC	PC MEMORY UPGRADES	COMPUTER SERVICES	212.42
	GOVCONNECTION INC	MISC. PERIPHERAL REPLACEMENTS	IS REPLACEMENT ACCOUNTS	313.88
68642	GREENSHIELDS	BRASS COUPLERS	SEWER MAIN COLLECTION	8.50
	GREENSHIELDS	SHACKLE & SNATCH BLOCK	STORM DRAINAGE	181.98
68643	HARRINGTON, NANCY	JURY DUTY	COURTS	11.53
68644	HASLER, INC	LATE FEE/FINANCE CHARGE	UTILITY BILLING	83.32
68645	HD FOWLER COMPANY	12" COUPLING/PVC	SEWER MAIN COLLECTION	232.47
68646	HD SUPPLY WATERWORKS	MEGA LUGS & 45 DEGREE BEND	HYDRANTS INSTALLATION	218.43
68647	HOLIDAY INN EXPRESS	HYDRANT METER-DEPOSIT REFUND	WATER/SEWER OPERATION	175.15
68648	HOUSE OF UPHOLSTERY	GARBAGE TRUCK SEAT RECOVERED	ER&R	179.19
68649	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	107.80
	HYLARIDES, LETTIE		COURTS	112.50
68650	INTEGRA TELECOM	ACCT #769949	CRIME PREVENTION	12.09
	INTEGRA TELECOM		SOLID WASTE CUSTOMER EX	12.09
	INTEGRA TELECOM		PURCHASING/CENTRAL STOF	12.19
	INTEGRA TELECOM		LEGAL-GENL	15.09
	INTEGRA TELECOM		ANIMAL CONTROL	16.33
	INTEGRA TELECOM		BUILDING MAINTENANCE	25.30
	INTEGRA TELECOM		CITY CLERK	26.82
	INTEGRA TELECOM		COMMUNITY CENTER	30.62
	INTEGRA TELECOM		RECREATION SERVICES	36.28
	INTEGRA TELECOM		YOUTH SERVICES	37.81
	INTEGRA TELECOM		EQUIPMENT RENTAL	38.00
	INTEGRA TELECOM		PERSONNEL ADMINISTRATIO	41.15
	INTEGRA TELECOM		STORM DRAINAGE	48.77
	INTEGRA TELECOM		GOLF ADMINISTRATION	52.22
	INTEGRA TELECOM		FINANCE-GENL	54.15
	INTEGRA TELECOM		LEGAL - PROSECUTION	75.66
	INTEGRA TELECOM		EXECUTIVE ADMIN	78.95
	INTEGRA TELECOM		PARK & RECREATION FAC	87.18
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	87.32
	INTEGRA TELECOM		POLICE ADMINISTRATION	95.76
	INTEGRA TELECOM		GENERAL SERVICES - OVERH	105.33
	INTEGRA TELECOM		UTILITY BILLING	107.65
	INTEGRA TELECOM		COMPUTER SERVICES	115.42
	INTEGRA TELECOM		POLICE INVESTIGATION	120.95
	INTEGRA TELECOM		ENGR-GENL	126.85
	INTEGRA TELECOM		WASTE WATER TREATMENT	127.41
	INTEGRA TELECOM		OFFICE OPERATIONS	147.95
	INTEGRA TELECOM		MUNICIPAL COURTS	156.17
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	182.49
	INTEGRA TELECOM		DETENTION & CORRECTION	196.38
	INTEGRA TELECOM		UTIL ADMIN	281.30
	INTEGRA TELECOM		POLICE PATROL	510.52
68651	IRON MOUNTAIN	4X8 ROCK	STORM DRAINAGE	103.37

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/24/2011 TO 3/2/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68651	IRON MOUNTAIN	3/4" MINUS	STORM DRAINAGE	161.64
	IRON MOUNTAIN		ROADWAY MAINTENANCE	161.64
	IRON MOUNTAIN	4X8" & 2" CLEAN ROCK	STORM DRAINAGE	322.06
68652	JENSEN, NATHANIEL & JENSEN, NATHANIEL &	UB 870120000001 7908 50TH DR N	GARBAGE	45.01
			WATER/SEWER OPERATION	99.87
68653	JET PLUMBING	SERVICE CALL	PUBLIC SAFETY FAC-GENL	203.63
68654	JOHNSON, CRYSTAL	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
68655	K SOLUTIONS LAW	LEGAL SERVICES-POLICE	POLICE ADMINISTRATION	278.00
68656	KERKER, JESSICA	JURY DUTY	COURTS	13.06
68657	KIWANIS	HOTEL/MOTEL GRANT	HOTEL/MOTEL TAX	860.44
68658	KLINGINSMITH, KYLE	JURY DUTY	COURTS	12.04
68659	KROUS, MELVIN	CANCELLED TRIP (2)	PARKS-RECREATION	130.00
68660	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	420.53
68661	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
68662	LICENSING, DEPT OF	BOND, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BUELL, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SUTTON, GRANDY (RENEWAL)	GENERAL FUND	18.00
68663	MAILFINANCE	LEASE PAYMENT	CITY CLERK	21.40
	MAILFINANCE		EXECUTIVE ADMIN	21.40
	MAILFINANCE		FINANCE-GENL	21.40
	MAILFINANCE		PERSONNEL ADMINISTRATIO	21.40
	MAILFINANCE		UTILITY BILLING	21.40
	MAILFINANCE		LEGAL - PROSECUTION	21.40
	MAILFINANCE		COMMUNITY DEVELOPMENT-	21.40
	MAILFINANCE		ENGR-GENL	21.40
	MAILFINANCE		UTIL ADMIN	21.40
	MAILFINANCE		POLICE INVESTIGATION	21.41
	MAILFINANCE		POLICE PATROL	21.41
	MAILFINANCE		OFFICE OPERATIONS	21.41
	MAILFINANCE		DETENTION & CORRECTION	21.41
	MAILFINANCE		OFFICE OPERATIONS	21.41
	MAILFINANCE		OFFICE OPERATIONS	21.41
68664	MARYSVILLE AWARDS	SUPPLIES FOR VALENTINES DANCE	RECREATION SERVICES	73.80
68665	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	223,268.21
	MARYSVILLE FIRE DIST		FIRE-GENL	622,650.42
68666	MARYSVILLE FLORAL	SYMPATHY ARRANGEMENT-GREG CORN	EXECUTIVE ADMIN	99.91
68667	MARYSVILLE, CITY OF	WTR/SWR- 6915 ARMAR RD	PARK & RECREATION FAC	109.13
	MARYSVILLE, CITY OF	WTR/SWR - 6915 ARMAR RD	PARK & RECREATION FAC	140.37
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	232.27
	MARYSVILLE, CITY OF	WTR/SWR-5315 64TH ST NE	PARK & RECREATION FAC	235.48
	MARYSVILLE, CITY OF	WTR/SWR/GBG-6120 GROVE ST	LIBRARY-GENL	717.24
	MARYSVILLE, CITY OF	WTR/SWR - 6915 ARMAR RD	PARK & RECREATION FAC	1,077.97
	MARYSVILLE, CITY OF	WTR/SWR/GBG - 6915 ARMAR RD	PARK & RECREATION FAC	2,005.38
68668	MATTSON, VICTORIA	INSTRUCTOR SERVICES	RECREATION SERVICES	42.00
68669	MCKILLOP, IAN	UB 987734330000 7734 33RD ST N	WATER/SEWER OPERATION	104.02
68670	MOBBS, LAURENCE	JURY DUTY	COURTS	10.51
68671	MORGAN, LISA		COURTS	10.00
68672	MT BAKER COUNCIL BSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
68673	NATIONAL BARRICADE	MISC. SUPPLIES	TRANSPORTATION MANAGEM	697.21
68674	NELSON PETROLEUM	OIL & TRANS. FLUID	ER&R	2,014.14
68675	NELSON, DALE	JURY DUTY	COURTS	20.20
68676	NEXTEL	ACCT #844448815	ENGR-GENL	40.59
	NEXTEL		POLICE ADMINISTRATION	40.59
	NEXTEL		POLICE ADMINISTRATION	81.18
	NEXTEL		UTIL ADMIN	81.18
	NEXTEL		COMPUTER SERVICES	161.03
68677	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	18.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/24/2011 TO 3/2/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68678	OFFICE DEPOT	CREDIT-OFFICE SUPPLIES	PARK & RECREATION FAC	-9.02
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	8.72
	OFFICE DEPOT		COMPUTER SERVICES	29.77
	OFFICE DEPOT		PRO-SHOP	83.59
	OFFICE DEPOT		PARK & RECREATION FAC	103.68
	OFFICE DEPOT		LEGAL-GENL	160.93
	OFFICE DEPOT		MUNICIPAL COURTS	189.71
	OFFICE DEPOT		MUNICIPAL COURTS	213.43
	OFFICE DEPOT		MUNICIPAL COURTS	483.74
68679	OKANOGAN COUNTY JAIL	INMATE HOUSING/PRESCRIPTIONS -	DETENTION & CORRECTION	18,434.92
68680	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	100.80
	OLASON, MONICA		RECREATION SERVICES	120.00
	OLASON, MONICA		RECREATION SERVICES	120.00
	OLASON, MONICA		RECREATION SERVICES	216.00
	OLASON, MONICA		RECREATION SERVICES	222.00
68681	ONKEN, KURT	JURY DUTY	COURTS	12.19
68682	OSKOWSKI, JANICE		COURTS	12.35
68683	OWENS, TRACY		COURTS	11.28
68684	PARKE, CHRISTOPHER		COURTS	11.53
68685	PARKER, SANDRA		COURTS	12.55
68686	PARTNER CONST PROD	2011 ROW CRACK SEALING	ROADWAY MAINTENANCE	18,445.17
68687	PARTS STORE, THE	TIRE PRESSURE GAUGE	SEWER MAIN COLLECTION	19.18
	PARTS STORE, THE	ADHESIVE, PAINT	MAINTENANCE	20.34
	PARTS STORE, THE	ACETONE, ZIP TIES	MAINTENANCE	41.33
	PARTS STORE, THE	DOOR HINGE BUSHING & POPPER	EQUIPMENT RENTAL	52.35
	PARTS STORE, THE	TRACTOR OIL	EQUIPMENT RENTAL	146.58
	PARTS STORE, THE	HEADLAMPS, SOLENOID & WASHER F	ER&R	231.34
68688	PATRICKS PRINTING	9X12 ENVELOPES	MUNICIPAL COURTS	83.52
	PATRICKS PRINTING	NEW FINDING & SENTENCING FORM	MUNICIPAL COURTS	101.57
	PATRICKS PRINTING	WINDOW ENVELOPES	MUNICIPAL COURTS	364.82
	PATRICKS PRINTING	FINDING & SENTENCING FORMS	MUNICIPAL COURTS	409.15
68689	PB LOADER CORP	REPLACEMENT PART	ER&R	-28.42
	PB LOADER CORP		EQUIPMENT RENTAL	358.85
68690	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	179.80
68691	PECKHAM, KIRSTIN	JURY DUTY	COURTS	13.06
68692	PERDOMO, SONIA		COURTS	12.55
68693	PIGSKIN UNIFORMS	JACKETS (5)	DETENTION & CORRECTION	721.52
	PIGSKIN UNIFORMS		POLICE PATROL	1,082.28
68694	PLANNING & DEVELOP.	2011 DUES- SNO CO TOMORROW	EXECUTIVE ADMIN	9,569.00
68695	PSSP - PUGET SOUND	SECURITY SERVICES	PROBATION	753.38
	PSSP - PUGET SOUND		MUNICIPAL COURTS	2,260.12
68696	PUD	ACCT. # 2023-4068-3	PARK & RECREATION FAC	15.49
68697	PUD	ACCT #2024-6103-4	UTIL ADMIN	29.28
	PUD	ACCT #2020-3113-4	PUMPING PLANT	30.74
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	35.50
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	46.68
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	47.38
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	65.64
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	73.01
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	83.99
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	92.80
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	102.43
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	131.37
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	147.11
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	148.70
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	153.17
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	219.95

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/24/2011 TO 3/2/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68697	PUD	ACCT # 2035-1961-6	NON-DEPARTMENTAL	402.65
	PUD	ACCT #2011-4725-3	PUMPING PLANT	535.81
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	627.69
	PUD	ACCT #2012-4769-9	STREET LIGHTING	675.32
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	734.96
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	809.97
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	921.79
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	1,023.78
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT	1,102.94
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,363.59
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,711.69
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,793.82
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	3,248.97
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	4,528.90
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	11,137.55
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT	11,425.14
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	18,964.59
68698	PUGET SOUND SECURITY	DUPLICATE KEYS	EQUIPMENT RENTAL	17.03
68699	RAMIREZ, TAMMY	JURY DUTY	COURTS	10.00
68700	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	532.05
68701	RODDA	PAINT	SOLID WASTE OPERATIONS	194.07
68702	ROY ROBINSON	DOOR HINGE PIN	EQUIPMENT RENTAL	55.52
68703	ROY ROBINSON	PARKING BRAKE PEDAL	EQUIPMENT RENTAL	57.75
68704	SCALE, PACIFIC NW	SCALE CALIBRATION	POLICE PATROL	191.10
68705	SCHROEDER, LYNN	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	75.44
68706	SHEPHERD, RACHELLE	JURY DUTY	COURTS	17.14
68707	SIEMENS ENERGY	ALUMINUM TANK TRANSDUCER	WASTE WATER TREATMENT	502.82
68708	SISKUN POWER EQUIPME	CHAINSAW REPAIR	GENERAL SERVICES - OVERH	58.92
	SISKUN POWER EQUIPME	CHAIN, SAW BAR & OIL	MAINTENANCE	115.46
	SISKUN POWER EQUIPME	POLE PRUNER	PARK & RECREATION FAC	207.44
	SISKUN POWER EQUIPME	BACKPACK SPRAYERS	PARK & RECREATION FAC	246.59
68709	SNO CO PUBLIC WORKS	INSERVICE COSTS	EQUIPMENT RENTAL	49.10
68710	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	SOLID WASTE OPERATIONS	110,050.00
68711	SNO CO TREASURER	RANGE RENTAL	POLICE PATROL	150.00
68712	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	64,984.53
68713	SOUND SAFETY	REPLACEMENT JEANS-LYONS	SOLID WASTE OPERATIONS	62.24
	SOUND SAFETY	REPLACEMENT JEANS-CALLAHAN	UTIL ADMIN	75.78
	SOUND SAFETY	REPLACEMENT JEANS-AVEY	UTIL ADMIN	93.37
	SOUND SAFETY	JEANS/RAIN PANT-BACKSTROM	PARK & RECREATION FAC	183.46
	SOUND SAFETY	JEANS/RAIN PANT/VEST-CHRISMAN	PARK & RECREATION FAC	262.74
	SOUND SAFETY	JEANS/RAINGEAR-THORSON	MAINTENANCE	352.06
	SOUND SAFETY	MISC. JACKETS	ER&R	478.93
68714	SPARKS, KELLI	CLASS REFUND	PARKS-RECREATION	9.00
	SPARKS, KELLI		PARKS-RECREATION	60.00
68715	SPRINGBROOK NURSERY	GRAVEL	MAINTENANCE	19.92
	SPRINGBROOK NURSERY	SAND-STRAWBERRY FIELDS REPAIR	PARK & RECREATION FAC	34.46
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	34.46
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	34.46
	SPRINGBROOK NURSERY	MED BARK (4 YDS)	PARK & RECREATION FAC	135.70
	SPRINGBROOK NURSERY	MED BARK (6 YDS)	PARK & RECREATION FAC	203.55
	SPRINGBROOK NURSERY	BARK (10 YDS)	PARK & RECREATION FAC	339.26
	SPRINGBROOK NURSERY	MED BARK (10 YDS)	PARK & RECREATION FAC	339.26
68716	ST ONGE, SARAH	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
68717	STATE PATROL	FINGERPRINTING-11/2010	GENERAL FUND	134.75
	STATE PATROL	FINGERPRINTING BACKGROUND CHEC	GENERAL FUND	462.00
38718	SUBURBAN PROPANE	BULK TANK RENTAL	PARK & RECREATION FAC	1.09
	SUBURBAN PROPANE	PROPANE	MAINTENANCE	1,058.08



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/24/2011 TO 3/2/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68718	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,261.93
68719	SUNSET BOULEVARD PRO	RECOVERY CONTRACT-#253-SEWER	WATER/SEWER OPERATION	320.08
68720	SWICK-LAFAVE, JULIE	INMATE SUPPLIES	DETENTION & CORRECTION	61.45
	SWICK-LAFAVE, JULIE		DETENTION & CORRECTION	108.69
68721	TAB PRODUCTS CO	LABELS, FILES	MUNICIPAL COURTS	1,264.84
68722	TAKLO, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.14
68723	TANAKA, ESTRELLA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
68724	TAX EXPRESS	RENTAL REFUND	PARKS-RECREATION	90.00
	TAX EXPRESS		GENERAL FUND	100.00
68725	TEXTRON FINANCIAL	EZGO CART LEASE	MAINTENANCE	435.00
68726	THAYER, HELEN	INSTRUCTOR SERVICES	COMMUNITY CENTER	435.00
68727	TIRE DISPOSAL & RECY	TIRE DISPOSAL FEE	EQUIPMENT RENTAL	256.65
68728	TORO NSN	IRRIAGATION SOFTWARE LEASE	MAINTENANCE	134.00
	TORO NSN	IRRIGATION SOFTWARE LEASE	MAINTENANCE	134.00
68729	TRANSPORTATION, DEPT	PROJECT COSTS-DEC 2010	GMA - STREET	48,520.35
68730	TRENARY & ASSOCIATES	LIBRARY WATER LEAK REPAIRS	LIBRARY-GENL	3,688.70
68731	TRIPLE D WELDING	REPAIR ON DIP TANK WELDING	WASTE WATER TREATMENT	374.33
68732	TU, MINH DANG	INTERPRETER SERVICES	COURTS	165.00
68733	ULTRA ELECTRIC LLC	NEW HEATER-WWTP LAB	WASTE WATER TREATMENT	820.86
68734	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	80.83
68735	UNITED RENTALS	DIAMOND SAW BLADE	STORM DRAINAGE CONSTR	308.74
68736	UNIVERSITY OF WA	REGISTRATION-ROBERT SCOTT	EQUIPMENT RENTAL	485.00
68737	URBAN FOREST SERVICE	PROFESSIONAL SERVICES	PARK & RECREATION FAC	337.50
	URBAN FOREST SERVICE		PARK & RECREATION FAC	1,219.50
68738	VALLEY FREIGHTLINER	HANDLE ASSEMBLY	EQUIPMENT RENTAL	24.40
	VALLEY FREIGHTLINER		EQUIPMENT RENTAL	33.97
68739	VERIZON/FRONTIER	ACCT #102954091901	COMMUNITY DEVELOPMENT-	54.03
	VERIZON/FRONTIER		UTIL ADMIN	54.04
	VERIZON/FRONTIER	ACCT. # 03 0278 1025645669 04	PARK & RECREATION FAC	55.85
	VERIZON/FRONTIER	ACCT #102241136800	MUNICIPAL COURTS	108.06
	VERIZON/FRONTIER	ACCT #103441136808	MUNICIPAL COURTS	108.06
68740	VINYL SIGNS & BANNER	MISC. SUPPLIES-SIGN SHOP	TRANSPORTATION MANAGEM	722.79
68741	WALTERS, ROBERT & DU	UB 601103030004 12208 39TH AVE	WATER/SEWER OPERATION	50.00
68742	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	MAINTENANCE	128.53
68743	WELCOME COMMUNICATIO	BATTERIES	POLICE PATROL	844.63
68744	WELVAERT, DESIREE	UTILITY TAX REBATE	NON-DEPARTMENTAL	12.63
68745	WHISTLE WORKWEAR	REPLACEMENT JEANS-KEEFE	GENERAL SERVICES - OVERH	37.34
68746	WOODARD, KHARA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
68747	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	MAINT OF GENL PLANT	67.29
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVERH	67.29

**WARRANT TOTAL: 1,351,377.58**


**REASON FOR VOIDS:**

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 14, 2011**

AGENDA ITEM: Claims	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Claims Listings	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **March 9, 2011** claims in the amount of **\$327,289.87** paid by **Check No.'s 68748 through 68874**.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-3**

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 **\$327,289.87 PAID BY CHECK NO.'S 68748 THROUGH 68874** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

*Amy Lyngton*  
\_\_\_\_\_  
AUDITING OFFICER

*3/7/11*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9TH DAY OF MARCH 2011.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/4/2011 TO 3/9/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68748	ABELL, NANCY	POSTAGE REIMBURSEMENT	EXECUTIVE ADMIN	8.71
68749	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	MAINT OF GENL PLANT	168.20
	AMSAN SEATTLE	JANITORIAL SUPPLIES-CITY HALL	ADMIN FACILITIES	220.00
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	WASTE WATER TREATMENT	231.18
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	UTIL ADMIN	271.78
	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURTS	COURT FACILITIES	287.69
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	PUBLIC SAFETY FAC-GENL	341.21
68750	ANDES LAND SURVEY	PROFESSIONAL SERVICES	UTIL ADMIN	600.00
	ANDES LAND SURVEY		GMA - STREET	6,300.00
68751	ANIMAL CONTROL	DUES-VASCONI	ANIMAL CONTROL	35.00
68752	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	12.92
	ARAMARK UNIFORM		MAINTENANCE	12.96
	ARAMARK UNIFORM		MAINTENANCE	13.51
	ARAMARK UNIFORM		MAINTENANCE	13.67
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
68753	ASSOC OF SHERIFFS	DUES-SMITH, R	POLICE ADMINISTRATION	305.00
68754	BENKOMATIC	SERVICE CALL	EQUIPMENT RENTAL	1,118.65
68755	BENS CLEANER SALES	1/2 NYC	EQUIPMENT RENTAL	116.74
68756	BICKFORD FORD	FRONT BRAKE SET	ER&R	148.53
	BICKFORD FORD	AXLE ASSEMBLY	EQUIPMENT RENTAL	217.42
	BICKFORD FORD	REAR BRAKE PAD SET	ER&R	297.06
	BICKFORD FORD	MISC. PARTS FOR #P112	EQUIPMENT RENTAL	1,303.53
68757	BILLS BLUEPRINT INC	SUPPLIES-PLOTTER PAPER	POLICE ADMINISTRATION	38.18
68758	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	112.73
68759	BRODIE, KATHLEEN	INSTRUCTOR SERVICES	RECREATION SERVICES	36.00
68760	BUD BARTON'S GLASS	REPLACE WINDOW-KBSCC	COMMUNITY CENTER	284.05
68761	BURGESS, MARYKE	SUPPLY REIMBURSEMENT	RECREATION SERVICES	103.15
68762	BURTIS, MICHAEL	MEAL REIMBURSEMENT	DETENTION & CORRECTION	25.34
68763	CARRS ACE	MISC. PARTS FOR WASH RACK	MAINT OF GENL PLANT	5.77
	CARRS ACE	QUICK GRIP CLAMPS	WASTE WATER TREATMENT	8.67
	CARRS ACE	BULBS & SOCKETS	SEWER LIFT STATION	10.81
	CARRS ACE	PAINT THINNER & GOOF OFF	PUMPING PLANT	21.16
	CARRS ACE	MISC. PARTS FOR WASH RACK	MAINT OF GENL PLANT	50.97
	CARRS ACE	MISC PARTS FOR WASH RACK	MAINT OF GENL PLANT	61.93
	CARRS ACE	ITEMS FOR NEW SIGN TRUCK	TRANSPORTATION MANAGEM	69.47
	CARRS ACE	SUPPLIES	TRANSPORTATION MANAGEM	106.78
68764	CASCADE NATURAL GAS	NATURAL GAS SERVICE-STILLY	WATER FILTRATION PLANT	2,293.17
68765	CASCADE RECREATION	SEATS/FASTENERS-PARK SWINGS	PARK & RECREATION FAC	602.74
68766	CATELANO LINDER, J	INSTRUCTOR SERVICES	RECREATION SERVICES	270.00
68767	CDW GOVERNMENT INC	MISC. PERIPHERALS	COMPUTER SERVICES	57.68
58768	CEMEX	MOD CLASS B ASHPHALT	ROADWAY MAINTENANCE	207.08
	CEMEX	CLASS B MOD ASPHALT	ROADWAY MAINTENANCE	693.47
58769	CHOOM, THY	CLASS REFUND	PARKS-RECREATION	59.00
58770	CNR, INC	MAINTENANCE CONTRACT-02/11	COMPUTER SERVICES	1,355.79
58771	COLUMBIA PAINT	PAINT	PUMPING PLANT	172.48
	COLUMBIA PAINT	PAINT, SUPPLIES	PUMPING PLANT	465.22
58772	COOP SUPPLY	STARTER HANDLE	EQUIPMENT RENTAL	3.03
	COOP SUPPLY	STRAW BALES (4), RUBBER STRAW	PARK & RECREATION FAC	51.17
	COOP SUPPLY	STRAW BALES (15)	GMA - STREET	130.16
58773	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	319.20
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	1,624.75
58774	CORRO, MIGUEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
58775	COVAD COMMUNICATIONS	INTERNET SERVICES	COMPUTER SERVICES	262.75
58776	CRISTIANO'S	MEAL REIMBURSEMENT	PERSONNEL ADMINISTRATIO	7.51
	CRISTIANO'S		UTIL ADMIN	7.51
	CRISTIANO'S		PARK & RECREATION FAC	15.02



**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 3/4/2011 TO 3/9/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68793	FURROW PUMP INC.	REBUILD KIT	WASTE WATER TREATMENT	97.18
68794	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,285.71
	GENERAL CHEMICAL		WASTE WATER TREATMENT	3,291.74
68795	GOVCONNECTION INC	GPS MODULES	STORM DRAINAGE	90.81
	GOVCONNECTION INC	LAPTOP ADAPTERS FOR STANDBY	WATER DIST MAINS	234.23
	GOVCONNECTION INC	WIRELESS LAN BRIDGE	PARK & RECREATION FAC	750.00
	GOVCONNECTION INC		COMPUTER SERVICES	1,161.49
68796	GRAY AND OSBORNE	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	10,413.32
68797	GRAYBAR ELECTRIC CO	LAMPS	STREET LIGHTING	53.94
	GRAYBAR ELECTRIC CO	LAMPS, TAPE & STAKON SPLICE	STREET LIGHTING	57.92
	GRAYBAR ELECTRIC CO	CONTROL TRANSFORMER	WASTE WATER TREATMENT	179.77
68798	HAYES, JIM	UNIFORM REIMBURSEMENT	GENERAL SERVICES - OVERH	40.17
68799	HD FOWLER COMPANY	DRAIN FITTINGS	MAINTENANCE	6.03
	HD FOWLER COMPANY		MAINTENANCE	27.81
	HD FOWLER COMPANY	CULVERT GASKET & BOLTS	STORM DRAINAGE	47.15
	HD FOWLER COMPANY	DRAIN PIPE, FITTINGS, GLUE	MAINTENANCE	153.13
68800	HENDRICKSON, JOHN	COBY MONITORS (2)	DRUG ENFORCEMENT	-19.90
	HENDRICKSON, JOHN		DRUG ENFORCEMENT	251.27
68801	HSBC BUSINESS SOLUTI	PRESSURE WASHER WAND	WASTE WATER TREATMENT	145.86
68802	IKON OFFICE SOLUTION	COPIER CHARGES	MAINTENANCE	21.72
	IKON OFFICE SOLUTION		POLICE PATROL	33.19
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	37.86
	IKON OFFICE SOLUTION		COMMUNITY CENTER	44.53
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	87.90
	IKON OFFICE SOLUTION		PROBATION	119.46
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	163.99
	IKON OFFICE SOLUTION		ENGR-GENL	197.12
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	221.97
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	260.48
	IKON OFFICE SOLUTION		UTILITY BILLING	273.18
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	299.18
	IKON OFFICE SOLUTION		CITY CLERK	304.71
	IKON OFFICE SOLUTION		FINANCE-GENL	304.71
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	345.35
	IKON OFFICE SOLUTION		UTIL ADMIN	448.88
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	466.33
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	655.52
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	1,021.93
68803	IKON OFFICE SOLUTION		MAINTENANCE	4.82
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	6.94
	IKON OFFICE SOLUTION		PROBATION	7.97
	IKON OFFICE SOLUTION		COMMUNITY CENTER	9.14
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	9.66
	IKON OFFICE SOLUTION		POLICE PATROL	15.01
	IKON OFFICE SOLUTION		UTILITY BILLING	24.97
	IKON OFFICE SOLUTION		CITY CLERK	27.85
	IKON OFFICE SOLUTION		FINANCE-GENL	27.85
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	38.29
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	56.04
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	74.80
	IKON OFFICE SOLUTION		ENGR-GENL	85.44
	IKON OFFICE SOLUTION		POLICE INVESTIGATION	108.47
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	122.91
	IKON OFFICE SOLUTION		UTIL ADMIN	207.27
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	275.66
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	448.76
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	553.78

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/4/2011 TO 3/9/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68804	INFILCO DEGREMONT	BALLAST-UV BULBS	WASTE WATER TREATMENT	1,372.10
68805	INTERSTATE AUTO PART	MISC. BULBS, TIE STRAPS, ETC	EQUIPMENT RENTAL	98.51
68806	IRON MOUNTAIN	1 1/4" MINUS	ROADWAY MAINTENANCE	57.16
	IRON MOUNTAIN		STORM DRAINAGE	57.17
68807	JET PLUMBING	SERVICE CALL	PUBLIC SAFETY FAC-GENL	135.75
68808	JUDD & BLACK	NEW MICROWAVE	POLICE PATROL	178.10
68809	KITTITAS CNTY SUP CT	BAIL POSTED	GENERAL FUND	500.00
68810	LAMBERT, DANA	ENDORSEMENT FEE REIMBURSEMENT	UTIL ADMIN	30.00
68811	LANE & ASSOCIATES	8TH BILLING-ROW & RELOCATION S	GMA - STREET	6,490.75
68812	LICENSING, DEPT OF	HILL, PATRICK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HITE, CHRISTOPHER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KEEFE, JANET (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KERLEE, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MALLOW, KEVIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARTIN, SHANE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RICHARDS, THOMAS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SAIKI, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SERWOLD, KARL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SIMKINS, SUSAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STENSON, AARON (ORIGINAL)	GENERAL FUND	18.00
68813	LOCK, RICHARD G	RECOVERING EXCISE TAX FEE	PARK & RECREATION FAC	39.17
	LOCK, RICHARD G		MAINTENANCE	197.05
	LOCK, RICHARD G		SOLID WASTE OPERATIONS	215.41
	LOCK, RICHARD G		UTIL ADMIN	243.56
	LOCK, RICHARD G		GENERAL SERVICES - OVERH	528.75
68814	LOWES HIW INC	MISC PARTS	PUMPING PLANT	46.96
	LOWES HIW INC	MISC. SUPPLIES	PUMPING PLANT	49.87
	LOWES HIW INC	MISC. TOOLS	SEWER LIFT STATION	225.83
68815	MACAULAY & ASSOCIATE	PROFESSIONAL SERVICES	GMA - STREET	6,000.00
68816	MARYSVILLE FORD	REAR BRAKEPAD SET/BEARING/AXLE	EQUIPMENT RENTAL	155.35
68817	MARYSVILLE SCHOOL	MITIGATION FEES - 02/11	SCHOOL MIT FEES	21,315.00
68818	MARYSVILLE, CITY OF	WTR/SWR - 7115 GROVE ST	MAINTENANCE	234.41
	MARYSVILLE, CITY OF	WTR/SWR/GBG-7007 GROVE ST	MAINTENANCE	974.02
68819	MCLOUGHLIN & EARDLEY	MISC. PARTS	ER&R	-25.98
	MCLOUGHLIN & EARDLEY		ER&R	-6.60
	MCLOUGHLIN & EARDLEY		ER&R	83.35
	MCLOUGHLIN & EARDLEY		ER&R	328.09
68820	MEIER, BARBARA	CLASS REFUND	PARKS-RECREATION	54.00
68821	MOORE MEDICAL CORP	GLOVES	GENERAL FUND	-69.94
	MOORE MEDICAL CORP		POLICE PATROL	883.11
68822	NATIONAL BARRICADE	BLACK NYLON WASHERS	TRANSPORTATION MANAGEM	81.45
68823	NELSON PETROLEUM	OIL HAND PUMP	WASTE WATER TREATMENT	40.84
68824	NELSON, RANDY	MEAL REIMBURSEMENT	DETENTION & CORRECTION	30.82
68825	NEWMAN TRAFFIC SIGNS	FIRE HYDRANT,FILL STATION PROG	WATER/SEWER OPERATION	-15.56
	NEWMAN TRAFFIC SIGNS		WATER CROSS CNTL	196.47
68826	NEXTEL	ACCT #495802314	IS REPLACEMENT ACCOUNTS	18.95
	NEXTEL		IS REPLACEMENT ACCOUNTS	18.95
	NEXTEL		IS REPLACEMENT ACCOUNTS	18.95
	NEXTEL		IS REPLACEMENT ACCOUNTS	37.90
	NEXTEL		IS REPLACEMENT ACCOUNTS	37.90
	NEXTEL		IS REPLACEMENT ACCOUNTS	37.90
	NEXTEL	ACCT # 495802314	IS REPLACEMENT ACCOUNTS	39.09
	NEXTEL	ACCT #495802314	IS REPLACEMENT ACCOUNTS	46.40
	NEXTEL	ACCT # 495802314	IS REPLACEMENT ACCOUNTS	61.83
	NEXTEL	ACCT #495802314	IS REPLACEMENT ACCOUNTS	75.80
	NEXTEL		IS REPLACEMENT ACCOUNTS	80.81
	NEXTEL		IS REPLACEMENT ACCOUNTS	95.21

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 3/4/2011 TO 3/9/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68826	NEXTEL	ACCT #495802314	IS REPLACEMENT ACCOUNTS	128.70
	NEXTEL		IS REPLACEMENT ACCOUNTS	139.93
	NEXTEL		IS REPLACEMENT ACCOUNTS	142.38
	NEXTEL		IS REPLACEMENT ACCOUNTS	154.69
	NEXTEL		IS REPLACEMENT ACCOUNTS	160.58
	NEXTEL		IS REPLACEMENT ACCOUNTS	175.22
	NEXTEL		IS REPLACEMENT ACCOUNTS	194.33
	NEXTEL		IS REPLACEMENT ACCOUNTS	338.27
	NEXTEL		IS REPLACEMENT ACCOUNTS	463.79
	NEXTEL		IS REPLACEMENT ACCOUNTS	472.57
	NEXTEL		IS REPLACEMENT ACCOUNTS	519.01
	NEXTEL		IS REPLACEMENT ACCOUNTS	1,508.18
68827	NEXTEL	ACCT #130961290	SEWER LIFT STATION	69.00
	NEXTEL		WATER FILTRATION PLANT	69.01
68828	NEXTEL	ACCT # 211710620	IS REPLACEMENT ACCOUNTS	2.14
68829	NORMED	FIRST AID SUPPLIES	RECREATION SERVICES	123.17
68830	NORTH COAST ELECTRIC	FUSES & CABLE TIES	WASTE WATER TREATMENT	229.36
68831	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,511.06
68832	NORTHWESTERN AUTO	REPAIR/REPLACE DRIVERS DOOR HI	EQUIPMENT RENTAL	431.82
	NORTHWESTERN AUTO	REPAINT ROOF-#P116	EQUIPMENT RENTAL	510.42
68833	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	2.08
	OFFICE DEPOT		UTIL ADMIN	2.09
	OFFICE DEPOT		BUILDING MAINTENANCE	3.55
	OFFICE DEPOT		EQUIPMENT RENTAL	3.55
	OFFICE DEPOT		CITY CLERK	6.83
	OFFICE DEPOT		EXECUTIVE ADMIN	22.28
	OFFICE DEPOT		UTIL ADMIN	34.03
	OFFICE DEPOT		EQUIPMENT RENTAL	46.81
	OFFICE DEPOT		ENGR-GENL	48.38
	OFFICE DEPOT		EXECUTIVE ADMIN	65.61
	OFFICE DEPOT		OFFICE OPERATIONS	70.56
	OFFICE DEPOT		POLICE PATROL	100.00
	OFFICE DEPOT		UTILITY BILLING	105.64
	OFFICE DEPOT		WASTE WATER TREATMENT	219.40
68834	PACIFIC NW BUSINESS	TONER	POLICE ADMINISTRATION	108.55
	PACIFIC NW BUSINESS		UTILITY BILLING	113.90
68835	PACIFIC POWER PROD.	FILTERS	MAINTENANCE	37.95
68836	PAPE MACHINERY	MISC. FILTERS	ER&R	173.66
68837	PARAMOUNT SUPPLY	CERTIFY BACKFLOW TESTER	WATER CROSS CNTL	57.56
68838	PARTS STORE, THE	CORE DEPOSIT	EQUIPMENT RENTAL	-29.87
	PARTS STORE, THE	CREDIT	EQUIPMENT RENTAL	-22.28
	PARTS STORE, THE	CORE DEPOSIT CREDIT	ER&R	-21.72
	PARTS STORE, THE	THERMOSTAT & GASKET	EQUIPMENT RENTAL	10.73
	PARTS STORE, THE	POWER OUTLET POINT	EQUIPMENT RENTAL	21.33
	PARTS STORE, THE	BATTERY	EQUIPMENT RENTAL	24.37
	PARTS STORE, THE	PARTS FOR #525	EQUIPMENT RENTAL	57.32
	PARTS STORE, THE	MISC. PARTS FOR #921	EQUIPMENT RENTAL	143.34
	PARTS STORE, THE	STARTER & CORE DEPOSIT	EQUIPMENT RENTAL	176.69
	PARTS STORE, THE	MISC. FILTERS, BATTERIES & WIP	ER&R	1,315.98
58839	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	48.62
	PETROCARD SYSTEMS		STORM DRAINAGE	92.72
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	94.21
	PETROCARD SYSTEMS		ENGR-GENL	122.04
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	219.60
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	353.27
	PETROCARD SYSTEMS		PARK & RECREATION FAC	867.05
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	2,090.79



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 3/4/2011 TO 3/9/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68839	PETROCARD SYSTEMS	FUEL CONSUMED	SOLID WASTE OPERATIONS	3,620.52
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,959.06
	PETROCARD SYSTEMS		POLICE PATROL	6,673.54
68840	PIGSKIN UNIFORMS	JUMPSUIT-YOUNG,NORRIS	POLICE PATROL	900.55
68841	PLATT	ELECTRICAL SERVICE CIRCUIT BRE	TRANSPORTATION MANAGEM	163.39
68842	PROFORCE LAW ENFORC	NEW TASERS	DRUG ENFORCEMENT	1,891.21
68843	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	44.73
	PUD	ACCT #2027-9116-6	PUMPING PLANT	61.22
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	97.29
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	101.84
	PUD	ACCT #2025-7611-2	STREET LIGHTING	105.52
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	132.38
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	132.62
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	146.77
	PUD	ACCT #2033-4458-5	STREET LIGHTING	182.50
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	779.37
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,340.95
	PUD		STREET LIGHTING	1,777.55
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,004.95
68844	RAIN FOR RENT	MISC. PARTS-SEWER BYPASS @ PW	SEWER MAIN COLLECTION	738.48
	RAIN FOR RENT	STAND BY PUMP	STORM DRAINAGE	1,084.64
68845	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	351.00
68846	SAFETY-KLEEN SYSTEMS	RECYCLING COSTS-BULBS	WATER/SEWER OPERATION	-114.55
	SAFETY-KLEEN SYSTEMS		WASTE WATER TREATMENT	1,446.55
68847	SCBOWBO REC BALL DIV	REF'S-2011 YOUTH B-BALL	RECREATION SERVICES	3,840.00
68848	SCCFOA	SCCFOA LUNCHEON-O'BRIEN,HESS	CITY CLERK	30.00
68849	SCIENTIFIC SUPPLY	PVC/TYGON TUBING	WASTE WATER TREATMENT	326.01
	SCIENTIFIC SUPPLY	SUPPLIES-WWTP LAB	WASTE WATER TREATMENT	494.78
68850	SEA-ALASKA INDUSTRIA	AERATOR REWINDS & BEARING REPL	WASTE WATER TREATMENT	751.51
	SEA-ALASKA INDUSTRIA		WASTE WATER TREATMENT	751.51
	SEA-ALASKA INDUSTRIA		WASTE WATER TREATMENT	751.51
68851	SECURE A SITE, INC.	PORTABLE FENCE STANDS	UTIL ADMIN	434.40
68852	SNO CO TREASURER	CREDIT - INMATE PRESCRIPTIONS	DETENTION & CORRECTION	-914.30
	SNO CO TREASURER	INMATE HOUSING-01/2011	DETENTION & CORRECTION	44,770.10
68853	SNYDER, CANON	DJ SERVICES-VALENTINES DANCE	RECREATION SERVICES	600.00
68854	SOLID WASTE SYSTEMS	HYDRAULIC FILTER	ER&R	269.33
68855	SORIANO, JOHN	MILEAGE REIMBURSEMENT	CITY COUNCIL	99.31
68856	SOUND SAFETY	REPLACEMENT JEANS-KING, TIM	UTIL ADMIN	135.68
	SOUND SAFETY	MISC. RAINGEAR	ER&R	164.64
	SOUND SAFETY	MISC. GLOVES & RAINGEAR	ER&R	177.46
68857	SPIKES GOLF SUPPLIES	SPIKES, SPIKE WRENCHES,TEES	GOLF COURSE	167.04
68858	STRICKLAND, JAMES	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	25.93
	STRICKLAND, JAMES		DETENTION & CORRECTION	38.17
68859	STRINGER, CHRIS	REFUND RENTAL DEPOSIT/FEE	PARKS-RECREATION	55.00
	STRINGER, CHRIS		GENERAL FUND	100.00
68860	TESSCO	TWO WAY ANTENNAS	ER&R	97.34
	TESSCO	MOUNTING HARDWARE	COMPUTER SERVICES	219.50
68861	TITLEIST	TITLEIST GOLF BALLS	GOLF COURSE	4,836.80
68862	TRAFFIC SAFETY SUPPL	SURFACE MOUNT ANCHORS & SIGN C	TRANSPORTATION MANAGEM	1,744.43
68863	UNITED PARCEL SERVIC	SHIPPING EXPENSE	WATER CROSS CNTL	13.35
68864	UNITED PARCEL SERVIC		POLICE PATROL	47.32
	UNITED PARCEL SERVIC		POLICE PATROL	57.11
68865	UNITED PIPE & SUPPLY	12" GATE VALVE & ROMA GRIP	WATER CAPITAL PROJECTS	1,788.35
68866	UNITED RENTALS	REPAIR JACKHAMMER & COMPACTOR	EQUIPMENT RENTAL	231.05
	UNITED RENTALS	REPLACE BAD FOOT-COMPACTOR	EQUIPMENT RENTAL	351.28
68867	US MOWEER	CREDIT-HOSE ASSEMBLY	EQUIPMENT RENTAL	-24.17
	US MOWEER	SAMURAI BLADE	EQUIPMENT RENTAL	220.31

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/4/2011 TO 3/9/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
68868	VERIZON/FRONTIER	ACCT #1101641995410	UTIL ADMIN	30.22
	VERIZON/FRONTIER	ACCT #107355912203	MUNICIPAL COURTS	47.86
	VERIZON/FRONTIER		ENGR-GENL	47.86
	VERIZON/FRONTIER		EXECUTIVE ADMIN	47.86
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	47.86
	VERIZON/FRONTIER		UTILITY BILLING	47.86
	VERIZON/FRONTIER		LIBRARY-GENL	47.86
	VERIZON/FRONTIER		COMMUNITY CENTER	47.86
	VERIZON/FRONTIER		POLICE PATROL	47.86
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	47.86
	VERIZON/FRONTIER	ACCT #106853520208	MAINT OF GENL PLANT	54.03
	VERIZON/FRONTIER	ACCT #107747568401	OFFICE OPERATIONS	54.03
	VERIZON/FRONTIER	ACCT. # 03 0254 1065427347 10	MAINT OF GENL PLANT	54.03
	VERIZON/FRONTIER	ACCT #1103241996301	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT #1108541996810	UTIL ADMIN	65.73
	VERIZON/FRONTIER	ACCT #104650377503	COMMUNITY CENTER	67.69
	VERIZON/FRONTIER	ACCT #105660553702	SEWER LIFT STATION	90.66
	VERIZON/FRONTIER	ACCT #107355912203	COMMUNICATION CENTER	95.73
	VERIZON/FRONTIER		DETENTION & CORRECTION	95.73
	VERIZON/FRONTIER		POLICE ADMINISTRATION	95.73
	VERIZON/FRONTIER		GOLF ADMINISTRATION	95.73
	VERIZON/FRONTIER	ACCT. # 03 0275 1085454631 00	WATER FILTRATION PLANT	102.87
	VERIZON/FRONTIER	ACCT #100152074306	ADMIN FACILITIES	108.07
	VERIZON/FRONTIER	ACCT #101451140308	PUBLIC SAFETY FAC-GENL	108.07
	VERIZON/FRONTIER	ACCT #107355912203	GOLF ADMINISTRATION	143.59
	VERIZON/FRONTIER		OFFICE OPERATIONS	143.59
	VERIZON/FRONTIER	ACCT #10624354707	TRANSPORTATION MANAGEM	181.11
	VERIZON/FRONTIER	ACCT #107355912203	ADMIN FACILITIES	191.45
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	191.45
	VERIZON/FRONTIER		WASTE WATER TREATMENT	191.45
	VERIZON/FRONTIER		PARK & RECREATION FAC	239.31
	VERIZON/FRONTIER		UTIL ADMIN	271.44
68869	VERIZON/FRONTIER	ACCT #771271033-00001	ENGR-GENL	54.26
	VERIZON/FRONTIER		MUNICIPAL COURTS	54.26
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.26
	VERIZON/FRONTIER		FINANCE-GENL	54.26
	VERIZON/FRONTIER		POLICE ADMINISTRATION	54.26
	VERIZON/FRONTIER		EXECUTIVE ADMIN	108.52
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.52
	VERIZON/FRONTIER	ACCT #771271033-00002	LEGAL-GENL	123.34
	VERIZON/FRONTIER		UTIL ADMIN	262.10
	VERIZON/FRONTIER	METER READING PROFESSIONAL SER	METER READING	419.96
68870	WASTE MANAGEMENT	YARDWASTE, RECYCLE-02/11	RECYCLING OPERATION	77,901.78
68871	WESTERN PETERBILT	IGNITION SWITCH - #J007	EQUIPMENT RENTAL	16.17
	WESTERN PETERBILT	STARTER SWITCH ASSEMBLY	EQUIPMENT RENTAL	77.53
	WESTERN PETERBILT	IGNITION TUMBLER-#J007	EQUIPMENT RENTAL	128.58
68872	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	338.10
68873	WRIGHT, DONNA	MILEAGE/MEAL REIMBURSEMENT	CITY COUNCIL	117.26
68874	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY	UTIL ADMIN	100.54
	ZEE MEDICAL SERVICE		COMMUNITY DEVELOPMENT-	100.54
	ZEE MEDICAL SERVICE		ENGR-GENL	100.55
	ZEE MEDICAL SERVICE		ADMIN FACILITIES	146.39


**WARRANT TOTAL:**

**327,289.87**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 14, 2011**

AGENDA ITEM: Payroll	AGENDA SECTION:
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:
ATTACHMENTS: Blanket Certification	APPROVED BY: 
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the March 4, 2011 payroll in the amount \$1,327,502.36 Check No.'s 24011 through 24055 with Check No. 24009 voided.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/14/2011**

AGENDA ITEM: Lease Renewal Agreement and Contract Deering Wildflower Acres Park with Jeffrey and Karen Pickard for Caretaker Services	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Lease Agreement Contract for Caretaker Services	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The City has leased its caretaker residence located at Deering Wildflower Acres to Jeffrey and Karen Pickard since March 2001. The Pickard's have also provided Caretaker services under separate agreement for the same period. The Lease provides that the Jeffrey and Karen Pickard care for all interior and landscape maintenance of the residence pay all utilities and maintain public liability insurance.

Attached to the Lease under "Exhibit B" is the Contract for Caretaker Services. The Contract requires the Caretaker to provide daily services in the form of inspections, park security, cleaning trail maintenance and trash pick-up through-out the park.

The Contract for Caretaker Services identifies that in consideration for the lease value of the residence, caretaker services and leasehold interest is agreed at a value of \$950 per month.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign the Lease Agreement including the Contract for Caretaker Services with Jeffrey and Karen Pickard, at the Deering Wildflower Acres Park located at 4708 79<sup>th</sup> Avenue NE, Marysville, WA 98270. The term of the lease is for five years effective April 1, 2011 through March 31, 2016.

## **EXHIBIT A**

### **LEASE AGREEMENT**

THIS AGREEMENT is entered into this 1st day of April 2011, by and between the CITY OF MARYSVILLE, a municipal corporation, hereinafter designated the "Landlord", and Jeffrey and Karen Pickard, hereinafter designated the "Tenant".

WITNESSETH:

Landlord does by these presents lease and demise unto Tenant the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

The mobile home residence, carport and fenced yard adjacent to the mobile home, located at 4708 - 79th Avenue NE, Marysville, WA 98270, situated upon the property commonly known as Deering Wildflower Acres.

PROVIDED, that this lease shall be limited to the mobile home residence, carport and adjacent fenced yard. The remaining property and all other structures situated upon the property are specifically NOT included as part of the lease premises, and may be used for whatever purposes Landlord elects, including, but not limited to, use by the public for park purposes. Landlord shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be for a maximum of five (5) years, commencing on April 1, 2011 and ending on March 31, 2016.
2. The value of the leasehold interest is agreed to be NINE HUNDRED FIFTY AND NO/100THS DOLLARS (\$950.00) per month. The Landlord shall be compensated for this value in the following manner:

The Tenant, Jeffrey and Karen Pickard, shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate Contract for Caretaker Services between the CITY OF MARYSVILLE and Tenant, attached hereto as EXHIBIT B. It is understood and agreed that the Tenant will not be obligated to pay the City the monthly rental for the premises in question for any month during which the Tenant has fully performed pursuant to the terms of the EXHIBIT B Contract for Caretaker Services and complied with all terms of this agreement.

3. All interior maintenance of the premises shall be performed by the Tenant. Landlord shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Landlord shall provide yard pruning services at least once every three months during the growing season. Tenant shall provide all other grounds maintenance including lawn mowing and watering the lawn and shrubbery as needed.

4. Landlord and Landlord's agents and employees shall have the right to access to the premises for the purposes of:
  - (a) Inspection;
  - (b) Maintenance, yard work, repairs, alterations or improvements;
  - (c) Display of the premises to prospective or actual workers or contractors.

Whenever practical, Landlord shall give Tenant advance notice of Landlord's intent to enter the property. Landlord shall not alter the property or home in any way so as to make the home uninhabitable by Tenant.

5. Tenant agrees that the mobile home will be used as the residence for Tenant only. Tenant agrees not to let or sublet the whole or any part of the premises nor assign this lease, or any interest therein. Tenant agrees not to operate any retail or service-oriented business within the residence or property described.
6. Tenant shall not maintain any pets or animals upon the premises without the prior written consent of Landlord. Landlord has consented to Tenant maintaining two (2) dogs upon the premises. Tenant shall not maintain any additional or different dogs upon the premises without Landlord's prior written approval. Tenant shall not permit the dogs to be outside the fenced yard except when leashed. Tenant acknowledges that dogs are prohibited within Deering Wildflower Acres, and Tenant agrees to strictly comply with this rule. When leashed the dogs shall be limited to the driveway and the lawn area immediately surrounding the mobile home. The dogs are permitted within the mobile home; provided, Tenant shall be fully responsible for all damages caused by Tenant's pets, including replacement of any soiled carpets, whether or not the Tenant believes the carpets might be cleaned. Tenant agrees to pay the Landlord in full for any damages caused by Tenant's pets. Tenant represents to Landlord that none of Tenant's pets has ever threatened to attack or attacked and/or bitten another domestic animal or a human being and Tenant's pets are not dangerous to human beings or other domestic animals.
7. Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
8. Tenant shall maintain casualty insurance coverage for Tenant's personal property located at the premises and shall maintain public liability insurance for injuries to persons or property in at least the amount of \$500,000.00. Landlord shall provide hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Landlord shall pay the real estate taxes for the lease premises.

Tenant shall pay all charges for utilities supplied to the residence including, but not limited to, electricity and garbage. The Landlord maintains telephone service to the residence. The Tenant will pay for all long distance telephone calls. The Landlord will invoice the Tenant for all

charges each month. The Tenant is expected to make payments for all utilities billed within 30 days of the invoice date.

- 9. The carport portion of the lease premises was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD). A "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" is **ATTACHMENT 1** to this agreement.
- 10. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property therefrom.
- 11. This lease agreement may be terminated prior to the end of the lease term by Tenant giving thirty (30) days' written notice to the City. This lease shall automatically terminate in the event the Tenant ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or early termination of this lease, the Tenant will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements or fire excepted).
- 12. In the event of any litigation involving the rights or obligations of the Landlord or Tenant hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

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

CITY OF MARYSVILLE, Landlord

Tenant:

By \_\_\_\_\_  
JON NEHRING, Mayor

\_\_\_\_\_  
JEFFREY PICKARD

\_\_\_\_\_  
KAREN PICKARD

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
CITY ATTORNEY

# ATTACHMENT 1

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



## EXHIBIT B

### CONTRACT FOR CARETAKER SERVICES

The CITY OF MARYSVILLE, a municipal corporation, hereinafter designated "City," and JEFF and KAREN PICKARD, hereinafter designated "Caretaker," hereby contract and agree as follows:

1. Property/Consideration: In consideration for the lease which is EXHIBIT A to this agreement, Caretaker agrees to perform certain caretaker duties more particularly described below, pertaining to the following described property:

Deering Wildflower Acres.

Situated in the County of Snohomish, State of Washington.

Street address: 4708 79th Avenue NE, Marysville, WA 98270

TOGETHER WITH the adjacent nature park acreage.

2. Caretaker Contract Term: This caretaker contract shall be for the term of the EXHIBIT A lease. Upon termination of said lease for any reason, this contract shall terminate.
3. Reporting Relationship: Caretaker shall report to the Director of Parks and Recreation, and Parks Maintenance Manager.
4. Scope of Work: Caretaker shall:
  - (a) Inspect facilities daily and advise Parks and Recreation Director or his/her designee of any repairs needed to facilities.
  - (b) Open and secure facilities daily on a schedule determined by the Park and Recreation Advisory Board. Caretaker shall open gates and lock gates at determined hours if gates are installed upon the premises. Caretaker shall be on site during scheduled activities when possible.
  - (c) Empty trash/refuse receptacles into the dumpster provided by City.
  - (d) Inspect and maintain portable restroom supplies. City is responsible for all holding tank cleaning requirements.
  - (e) Protect the park from vandal damage by reporting activities to law enforcement and public safety agencies.

- (f) Coordinate site schedules with Parks and Recreation Department, admit scheduled tours to the Park, or provide a qualified representative.
5. General Requirements and Qualifications: Caretaker must possess:
- (a) Physical abilities to perform all duties.
  - (b) Ability to read and speak English.
  - (c) Valid Washington State driver's license.
6. Special Requirements and Compensation:
- (a) Caretaker shall live on the park property in housing leased from the City of Marysville.
  - (b) The housing provided to Caretaker is in lieu of monetary compensation for services rendered.
  - (c) Caretaker shall contact the Director of Parks and Recreation to arrange for any short term or extended leave of absence from residence and/or duties. Caretaker is responsible for providing substitute caretaker during absence.
  - (d) Equipment/Tools: From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City or third parties.
  - (e) Employment of Third Parties: The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaker services, without the specific written authorization of the City.
7. Independent Contractor
- (a) This Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to this Service Agreement is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.
8. Employee Benefits/Withholding
- (a) Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited

to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.

9. Litigation:

(a) In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

10. Interpretation:

(a) This agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

Dated April \_\_\_\_, 2011

\_\_\_\_\_  
JEFFREY PICKARD, Caretaker/ Contractor

\_\_\_\_\_  
KAREN PICKARD, Caretaker/Contractor

Dated April \_\_\_\_, 2011

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

ATTEST:

By \_\_\_\_\_  
APRIL O'BRIEN, Deputy City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
GRANT WEED, City Attorney

Item 5 - 9

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

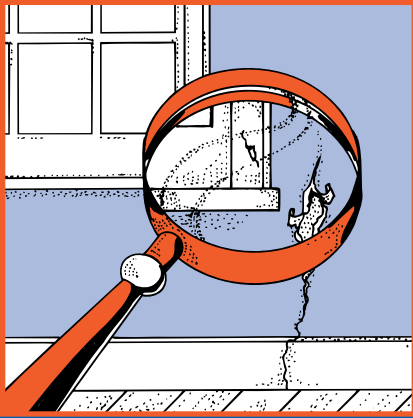
- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based ink on recycled paper (minimum 50% postconsumer) process chlorine free.

Item 5 of 10



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.



# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

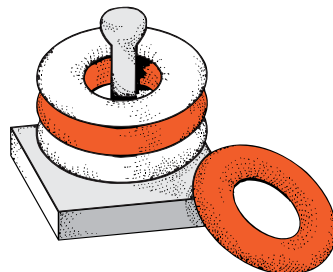
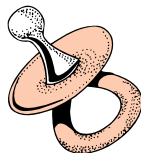
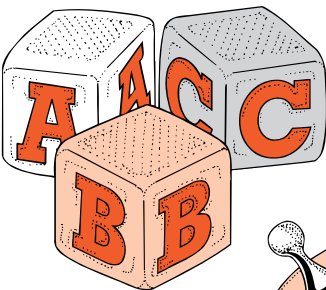
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

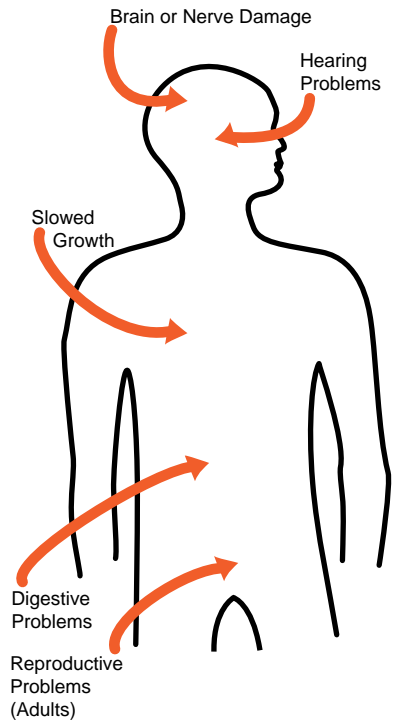
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



---

**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

# Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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# Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

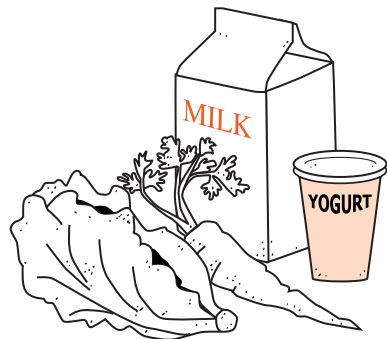
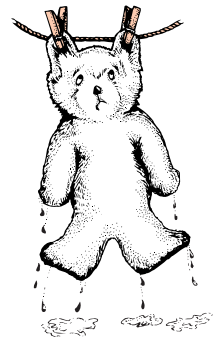
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



# Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

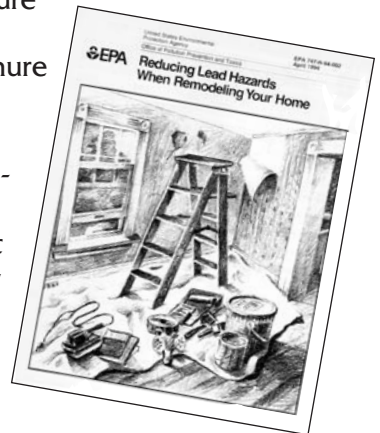
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

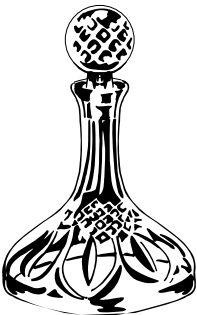
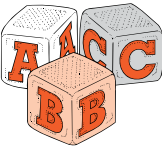
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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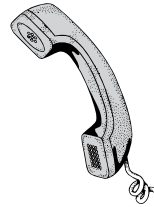
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys and furniture.**
- ◆ Food and liquids stored in **lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

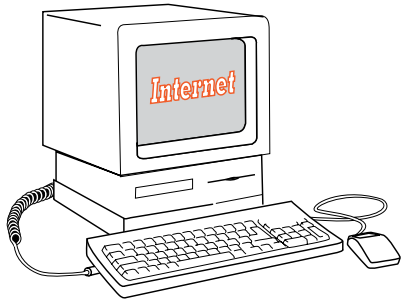


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/14/2011**

AGENDA ITEM: Bayview Trail - Condemnation Ordinance	
PREPARED BY: John A. Cowling, Assistant City Engineer DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Condemnation Ordinance	
BUDGET CODE: N/A	AMOUNT: \$0.00

**SUMMARY:**

The City of Marysville in anticipation of construction of the new north south Bayview trail needs to acquire property rights in the form of a recreational trail easement that matches the designed trail corridor.

If the City and property owner cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign the Ordinance authorizing the condemnation, appropriation, taking, and damaging of land and other property for construction of the Bayview Trail.

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE PURPOSE OF CONSTRUCTING A PEDESTRIAN AND BICYCLE TRAIL AND ASSOCIATED IMPROVEMENTS

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Public safety, convenience, use and necessity demand completion of construction of the Bayview Trail pedestrian and bicycle trail between 75<sup>th</sup> Street NE and SR 528.

2. The City has conducted engineering studies and has determined that it will be necessary to acquire an easement for the trail as specifically described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference.

3. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

Parks Growth Management Fund 310

or such other funds of the City as may be provided by law.

4. The City and the property owners may be unable to agree upon the compensation to be paid for the **EXHIBIT "A"** easement.

5. The City has authority pursuant to RCW 8.12 to acquire, if necessary, title and rights to real property for public purposes.

6. Notice of this action has been duly given as required by RCW 8.25.290.

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

1. The City is hereby authorized to condemn, appropriate, take, damage and acquire the real property described in **EXHIBIT "A"** attached hereto.

2. The use of the property described in **EXHIBIT "A"** is for a pedestrian and bicycle trail and associated improvements.

3. All lands, rights, privileges and other property as described in **EXHIBIT "A"** are hereby condemned, appropriated, taken and damaged for the purpose of constructing a pedestrian and bicycle trail and associated improvements. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law. The City is further authorized to amend the legal descriptions contained in **EXHIBIT "A"** as may be necessary and appropriate to meet requirements of the project.

4. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Parks Growth Management Fund 310

or such other funds as may be provided by law.

5. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this 14th day of March, 2011.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

**EXHIBIT "A"**

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**RECREATION AND TRAIL EASEMENT**

Grantor: LONG, KENNETH L.  
LONG, JANICE M.  
WHIDBEY ISLAND BANK  
Grantee: CITY OF MARYSIVLLE  
Legal Description: Ptn NE¼ NE¼ 26-30-5, Snohomish County, WA Add'l on P. 5-6  
Tax Parcel: 300526-001-001-00

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between KENNETH L. LONG and JANICE M. LONG, husband and wife, hereinafter referred to as "Grantor;" the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and WHIDBEY ISLAND BANK, hereinafter referred to as "Mortgagee"; WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows:

See **EXHIBIT 1** attached hereto

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in and upon said lands and premises; NOW, THEREFORE,

Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, pave, alter, improve, repair, operate, maintain and allow public use of a public pedestrian and bicycle trail, and all appurtenances associated therewith, over, under, through, across, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:



See **EXHIBIT 2** attached hereto

TOGETHER WITH the right of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repaving, repairing, renewing, altering, changing, patrolling and operating said trail, and the right to bring heavy equipment and vehicles onto said property and operate said equipment and vehicles thereon for said purposes; and

TOGETHER WITH the right to install drainage facilities and to make cuts and fills as required for the above purposes; and

TOGETHER WITH the right to cut and/or remove brush, trees and other vegetation as required for the above purposes or that interfere with the use and/or operation of the trail; and

TOGETHER WITH the right to install landscaping for enhancement of the trail, and to water, fertilize and otherwise maintain and replant said landscaping; and

TOGETHER WITH the exclusive right to impose rules and regulations concerning the use of said trail and to erect signs and/or fencing for trail purposes.

This easement shall be exclusive, subject only to easements, covenants, conditions and restrictions affecting the property on the date of execution of this easement. The Grantor shall not use the easement area except in conformance with the rules and regulations established for trail use and shall not erect any buildings, structures, patios, or other construction of any nature on said easement; PROVIDED, Grantor shall be entitled to cross the easement area to access adjacent lands of Grantor in a location or locations specified by Grantee, or as the same may be relocated from time to time by Grantee.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

\_\_\_\_\_  
KENNETH L. LONG, Grantor

\_\_\_\_\_  
JANICE M. LONG, Grantor

STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that KENNETH L. LONG and JANICE M. LONG are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



**EXHIBIT 1**  
**SERVIENT ESTATE LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;  
THENCE SOUTH 00°42'52" WEST ALONG THE EAST LINE THEREOF, 753.55 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF BAYVIEW SUMMIT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 59 OF PLATS, PAGES 121 AND 122, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN TO BE DESCRIBED;  
THENCE NORTH 87°48'53" WEST ALONG THE SOUTH LINE OF SAID BAYVIEW SUMMIT, 646.72 FEET TO AN ANGLE POINT THEREON;  
THENCE NORTH 00°40'59" EAST, ALONG THE WEST LINE OF SAID BAYVIEW SUMMIT, 100.03 FEET TO AN ANGLE POINT THEREON AND BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26;  
THENCE NORTH 87°48'53" WEST ALONG THE SOUTH LINE OF SAID BAYVIEW SUMMIT AND ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER TO THE NORTHEAST CORNER OF THE PLAT OF BAY VIEW CREST DIVISION II, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 54 OF PLATS, PAGES 89 THROUGH 91, INCLUSIVE;  
THENCE SOUTH 00°44'52" EAST ALONG THE WEST LINE OF SAID PLAT 655.18 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER;  
THENCE SOUTH 89°20'21" EAST, ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF WHISKEY TOP, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 2001 UNDER AUDITOR'S FILE NO. 200102065005;  
THENCE NORTH 00°44'52" WEST, ALONG THE WEST LINE OF SAID WHISKEY TOP, 327.49 FEET TO THE NORTHWEST CORNER THEREOF;  
THENCE SOUTH 89°16'34" EAST ALONG THE NORTH LINE OF SAID WHISKEY TOP, 646.93 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;  
THENCE NORTH 00°42'52" EAST ALONG EAST LINE 226.75 FEET TO THE TRUE POINT OF BEGINNING HEREOF.  
EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 182635 IN BOOK 147, PAGE 30, DEED OF RECORDS OF SAID COUNTY FOR NE 83RD AVENUE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## **EXHIBIT 2**

### **LEGAL DESCRIPTION EASEMENT AREA**

A 28.00 foot wide Easement, over, under, through, across, in and upon that portion of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 26, Township 30 North, Range 5 East, W.M., being 14.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said subdivision, also being the southwest corner of WHISKEY TOP, recorded under Auditor's File Number 200102065005, records of Snohomish County, Washington (said Plat being the basis of bearings for this description); thence North 89 degrees 20 minutes 21 seconds West, along the south line of said subdivision, a distance of 75.00 feet to the true point of beginning of the centerline to be described; thence North 0 degrees 44 minutes 52 seconds West, parallel with the east line of said subdivision and the west line of said Plat, a distance of 75.60 feet; thence North 1 degree 59 minutes 40 seconds East a distance of 83.15 feet; thence North 8 degrees 54 minutes 45 seconds East a distance of 47.65 feet; thence North 4 degrees 05 minutes 05 seconds West a distance of 120.20 feet; thence North 0 degrees 44 minutes 52 seconds West, parallel with the east line of said subdivision, a distance of 137.50 feet; thence North 3 degrees 07 minutes 28 seconds West a distance of 192.25 feet to a point in the north line of said subdivision that bears North 89 degrees 12 minutes 47 seconds West a distance of 78.00 feet from the northeast corner of said subdivision, and said centerline there terminating.

The side lines of said easement shall be lengthened or shortened to intersect the north and south lines of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 26.

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/14/2011**

AGENDA ITEM: The Marysville Noon Rotary Club has contributed \$1000 in funds for the 2011 community Easter Egg Hunt event scheduled for April 22, 2011. Funds will be utilized to purchase eggs and candy for an estimated 3000 participants.	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Resolution	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The Marysville Noon Rotary Club has contributed \$1000 in funds for the 2011 community Easter Egg Hunt event scheduled for April 22, 2011. Funds will be utilized to purchase eggs and candy for an estimated 3000 participants.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to accept the donation of \$1000.00 from the Marysville Noon Rotary Club and authorize the Mayor to sign the attached Resolution accepting the gift from our local service club.</p>
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CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE  
ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, the Marysville Noon Rotary Club has made a gift of one thousand dollars (\$1,000.00) towards the Marysville Parks Department Easter Egg Hunt 2011; and

WHEREAS, said gift was provided by Marysville Noon Rotary for the purpose of providing special event opportunities to the community; and

WHEREAS, the City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donor's intent.

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

The City of Marysville hereby gratefully accepts the gift from the Marysville Noon Rotary Club subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

ATTEST:

By \_\_\_\_\_  
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

**SPECIAL COUNSEL AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
CITY OF MARYSVILLE AND  
PERKINS COIE LLP**

**I - PARTIES AND PURPOSE**

The CITY OF MARYSVILLE (hereinafter City) agrees to retain the legal services of the law firm of PERKINS COIE LLP, and said law firm (hereinafter SPECIAL COUNSEL) agrees to serve, as Special Counsel on the terms and conditions stated below.

**II - PRINCIPALS**

The principal contact with the City by the Special Counsel firm shall be **MAKRHAM ALLEN QUEHRN**.

**III - QUALITY OF SERVICES**

Special Counsel shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

**IV - COMPENSATION**

- A. Fees. The City shall pay Special Counsel at a per hour rate based on the Schedule of Fees attached as **Exhibit A**.
- B. Scope of Work. Special Counsel shall generally provide legal services as set forth in the attached **Exhibit B** Scope of Work and shall provide such other or additional services as may from time to time be requested by the City.
- C. Time Records. In order to determine appropriate compensation Special Counsel shall maintain accurate time records. Special Counsel shall submit to the City Attorney and Chief Administrative Officer of the City, on a regular monthly billing basis, an itemized statement describing the services rendered, who provided the service, and the time billed for each service performed.

**V - REIMBURSEMENT**

In addition to compensation for the legal services specified above, the City shall reimburse Special Counsel for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, recording fees, copying expenses for projects which involve more than 50 copies at any one time at ten cents per page, long distance phone calls, and the cost of pre-authorized travel and lodging directly related to the conduct of business in support



of the City. However, ordinary law office operating expenses, such as secretarial services and copying, shall not be compensated or reimbursed.

**VI - INSURANCE COVERAGE /HOLD HARMLESS/INDEPENDENT CONTRACTOR/  
WORK FOR OTHER CLIENTS**

A. SPECIAL COUNSEL shall maintain and provide proof of professional liability insurance in the minimum amount of \$100,000,000.

B. SPECIAL COUNSEL agrees to indemnify and hold harmless the City from any and all damages, liabilities and losses incurred by the City to the extent such damages, liabilities and losses are caused by the SPECIAL COUNSEL's negligent failure to provide the legal services described in Exhibit B in accordance with the standard of care pursuant to which the SPECIAL COUNSEL would be held to be liable under state law. The foregoing obligation to the City is subject to the limits of the SPECIAL COUNSEL's professional liability insurance.

C. SPECIAL COUNSEL are and shall be at all times during the term of this Agreement independent contractors and shall indemnify and hold harmless the City from all costs associated with the wages and benefits of SPECIAL COUNSEL'S employees.

D. SPECIAL COUNSEL may provide services for other clients other than the City during the term of this Agreement subject to and in accordance with the terms and conditions set forth in Exhibit C, attached hereto. In addition, SPECIAL COUNSEL agrees not to charge the City for any time spent or costs incurred defending against conflict of interest contentions.

**VII - EFFECTIVE DATE / DURATION**

This contract shall take effect immediately upon execution and shall continue in effect until terminated or renegotiated by either party.

**VIII - MERGER, SEVERABILITY, WAIVER AND BINDING EFFECT**

This document and the attached Exhibits incorporates the entire agreement between the parties. If any provisions of this contract or its application to any person or circumstance is held invalid, the remainder of the contract or the application of the provision to other persons or circumstances shall not be affected. No modification or waiver of any of the terms of this contract shall be valid as between the parties unless in writing and executed with the same formality as this contract, and no waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature, no matter how made or how often recurring. This contract shall be binding upon and inure to the benefit of the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

PERKINS COIE LLP

By \_\_\_\_\_  
MAKRHAM ALLEN QUEHRN

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

ATTEST:

By \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

**EXHIBIT A**  
**Schedule of Fees**

Markham A Quehrn:	\$480/hr
Karen M. McGaffey:	\$440/hr
Kristine R. Wilson:	\$385/hr
Stacey S. Bernstein:	\$290/hr
Edward C. Lin:	\$245/hr

**EXHIBIT B**  
**Scope of Work**

**PCHB Amicus Brief:** Motion to file amicus brief, draft and file amicus brief in PCHB Nos. 10-044, 10-045, 10-120, 10-130, 10-131, 10-132, 10-147, 10-148, 10-149, 10 150 & 10-154.

**Cedar Grove Phase II Development Permits:** Assist client, as directed by the City Attorney, in connection with the review, monitoring, participation and potential appeal of any one or more permits and approvals sought by Cedar Grove Compost from various federal, state and local agencies in connection with Cedar Grove Compost's existing and proposed expansion of commercial composting operations at Smith Island in Everett, Washington..

## EXHIBIT C

Markham A. Quehrn  
PHONE: (425) 635-1402  
FAX: (425) 635-2402  
EMAIL: MQuehrn@perkinscoie.com

**EXHIBIT C TO SPECIAL COUNSEL  
AGREEMENT FOR LEGAL SERVICES  
BETWEEN CITY OF MARYSVILLE AND  
PERKINS COIE LLP**

January 26, 2011

Grant Weed  
City Attorney  
Marysville City Hall  
1049 State Ave.  
Marysville, WA 98270

Re: Legal Representation

Dear Grant,

Thank you for selecting Perkins Coie LLP to represent the City of Marysville ("*City of Marysville*") in connection with the City's review, monitoring, participation and potential appeal of any one or more permits and approvals sought by Cedar Grove Compost from various federal, state and local agencies (including, but not limited to the City of Everett) in connection with Cedar Grove Compost's existing and proposed expansion of commercial composting operations at Smith Island in Everett.. This letter will also apply to any additional matters that we undertake at your request, unless otherwise specified in a separate engagement letter addressing that matter.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. I will have primary oversight for Perkins Coie's representation of City of Marysville, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. Our rates are adjusted at least annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We try to issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. Please also refer to the enclosed Information for Clients

Page 6

g/mv/2009.MV/M-09-109/Legal Services Agr/PSA.Special Counsel – Perkins Coie –Quehrm.F

for specifics regarding fees, disbursements, billing, payment, and termination of our representation should payment not be made or other circumstances warrant.

Perkins Coie represents many other companies, individuals and government agencies ("*clients*"). During the time we are representing City of Marysville we may be asked to represent:

- (1) other present or future clients in transactions, litigation or other disputes adverse to City of Marysville that are not substantially related to our representation of City of Marysville; and/or
- (2) in matters not substantially related to our work for City of Marysville, parties who have interests adverse to City of Marysville in matters we are handling for City of Marysville.

We request City of Marysville's consent to allow Perkins Coie to undertake such future representations without the need to obtain any further or separate approval from City of Marysville, as long as those matters are not substantially related to matters in which Perkins Coie is representing, or has represented, City of Marysville. Your signature below constitutes City of Marysville's consent to such representation(s). We agree not to use any proprietary or other confidential nonpublic information concerning City of Marysville acquired by us as a result of our representation of City of Marysville to City of Marysville material disadvantage in connection with any litigation or other matter in which we are adverse to City of Marysville.

During our representation of you, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and Perkins Coie and that our consultation with Perkins Coie's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with Perkins Coie's counsel.

We believe that it is in our clients' interests, as well as Perkins Coie's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of City of Marysville, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Perkins Coie's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Perkins Coie may have to protect the confidentiality of our communications with counsel.

We checked the names City of Marysville, Pacific Topsoils, Cedar Grove Compost and City of Everett to determine whether our representation of City of Marysville in this matter would present a conflict of interest for our firm. As we have addressed in a separate letter to the City of Marysville, we currently represent the City of Everett. We also currently represent Verizon Northwest and Frontier Communications Northwest in tax matters adverse to the City of Marysville. We have asked the City of Marysville to provide its consent to those representations in the separate letter dated January 26, 2011.

This letter, along with the enclosed Information for Clients, confirms the terms and conditions on which Perkins Coie LLP and its affiliates will provide legal services to City of Marysville. Unless otherwise agreed in writing, the terms of this letter and the enclosed Information for Clients will also apply to any additional matters that we undertake at City of Marysville's request. If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to working with you and thank you for placing your confidence in Perkins Coie.

Sincerely,

Markham A. Quehrn

**MAQ:kb**

Enclosure

Information for Clients

ACCEPTED AND AGREED:

CITY OF MARYSVILLE

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

Its:

Date: \_\_\_\_\_

Page 8

g/mv/2009.MV/M-09-109/Legal Services Agr/PSA.Special Counsel – Perkins Coie –Quehrn.F

## Information for Clients

The terms and conditions of this Information for Clients shall apply, except as otherwise provided in the Special Counsel Agreement for Legal Services Between City of Marysville and Perkins Coie LLP (the "Special Counsel Agreement"). In the event of a conflict or inconsistency between the terms and conditions of this Information for Clients and the terms and conditions of the Special Counsel Agreement, the terms and conditions of the Special Counsel Agreement shall govern and control.

Perkins Coie LLP is pleased to serve you. The following information explains the terms that apply to our engagements (except to the extent that you have reached a different written understanding with us about particular terms) for legal services provided by Perkins Coie LLP and its affiliates. No changes or additions to these terms will be binding unless confirmed in writing sent by us or signed by us. We encourage you to discuss this information with our lawyers at the inception of a matter and whenever you have questions during the course of that matter. Section headings are for convenience of reference only and not intended to affect the interpretation of the provisions of such sections.

**Personnel.** We generally assign one lawyer primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in rendering the most appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter and our lawyers' experience and expertise.

**Basis for Fees.** We charge for legal services rendered by our firm at applicable hourly rates. Each attorney, paralegal, and other timekeeper records time at assigned billing rates. Because hourly rates vary among personnel, each statement typically reflects a composite of several hourly rates. Those rates are reviewed periodically and change at least annually (usually on January 1) based on economic factors and the changing experience levels of our personnel. Services performed after the effective date of the new rates will be charged at the new rates.

**Disbursements and Other Charges.** In the course of performing legal services for you, various services may be provided by third parties. Examples include messenger and courier charges, filing and recording fees, foreign agent fees, court reporters and transcript costs, expert and other witness fees, charges for outside consultants and research services, and travel expenses. You are responsible for these third-party charges, and we reserve the right to forward their invoices directly to you for payment. For administrative ease, however, we may advance payment to the third-party provider and include the charge on our invoice to you, with no markup for handling. We will retain and not allocate to clients relatively insignificant discounts we receive for prompt payment or volume usage. For patent, trademark and other matters that may involve significant third-party payments, you may be required to maintain a minimum balance in a trust account to fund such payments. You will be advised of any such requirements, and we will not be obligated to request or pay for third-party services not fully covered by such deposits.

We will also charge you for certain internal services we provide in connection with our legal services. As noted below, because we both invest in specialized equipment and commit to long-term contracts with computer research vendors (such as Westlaw), long-distance telephone carriers, and others, we achieve savings in exchange for guaranteed payment, usage or other obligations undertaken at our risk. This allows us to charge our clients for certain computer research services and most long-distance telephone calls at rates discounted below standard rates. However, the payments we receive from clients for these services may exceed our total payments to the vendors. This excess is used to partially offset the costs we incur for related equipment and personnel and the risks we assume in entering into these contracts.



We currently charge specific internal costs in the following manner:

1. **Photocopying, Printing, and Facsimile.** In our U.S. offices, clients are charged ten cents per page for photocopying. These charges are higher in our non-U.S. offices. We do not charge for facsimiles sent or received, other than long-distance telephone charges.
2. **Computer Research.** There is no extra charge to clients for our use of the firm's internal work product retrieval system. Clients are charged for computer-assisted research from outside services, other than many Westlaw Services, at the vendors' standard rates. For many services from Westlaw, our primary outside computer-research source, we are able to charge clients just 50% of Westlaw's standard rates because we committed to a long-term contract with monthly minimum payments. We may occasionally be able to pass along other discounted rates for computer-assisted research from outside sources when we can negotiate volume discounts.
3. **Telecommunications.** We do not charge for local calls or for any email communications. In the United States, where we have been able to install special equipment and negotiate volume discounts, we share our savings with clients by charging long-distance calls at 50% of the AT&T tariff for direct-dial long-distance calls, plus applicable taxes. In our non-U.S. offices, long-distance calls are charged at the carrier's tariff for such calls, plus applicable taxes. Credit card and cell phone calls necessitated by work on your matters are charged at our actual cost.
4. **Mail/Messengers.** In our larger offices, we may use firm messengers whenever appropriate to shorten delivery times and offer greater flexibility. Charges for such internal messengers are equal to or below rates charged by outside messengers for similar services. We do not charge for regular mail. Bulk mailings, packages, overnight deliveries, and special postal services are charged at our actual cost.
5. **Overtime.** Clients are charged for staff overtime, meals, and transportation only when (a) the client specifically requests after-hours effort or (b) the nature of the work necessitates overtime and such work could not have been done during normal work hours.
6. **Document Imaging and Database Support.** Certain matters, particularly large-scale litigation, may require special document imaging and optical character recognition ("OCR") services. We currently charge 20 cents per page for document imaging and .05 cents per page for OCR. Clients requiring these special technical services may also be charged for storage space on the firm's computer servers.

**Invoices and Payment.** We typically bill monthly, and payment is due upon receipt of the invoice. Payment of an invoice will reflect your agreement to the amount charged on that invoice, and you must bring any misbilling or other charge that you believe is inappropriate to our attention within 45 days of presentation of the invoice. To the fullest extent permitted by law, you agree that we have an attorneys' lien (including, without limitation, in the results of our services) to secure payment of the obligations owed us and that we may take steps to inform others of any attorneys' lien rights we might have. For accounts not paid within 30 days of the invoice date, we add a late payment charge of 1% per month (or such lower rate as required by applicable law) on unpaid balances from the invoice date. Unless otherwise agreed upon, we may apply payments first to our own attorneys' fees and costs of collection, second to our late charges, third to our invoiced fees, and finally to our invoiced disbursement charges. Our election not to exercise any rights or not to require punctual performance of each provision of this agreement will not be construed as a waiver or relinquishment of our rights. We do not and cannot guarantee the outcome of any matter or particular results, and payment of our fees and disbursements is not conditioned on any particular outcome. If we are required to bring an

action or proceeding to collect fees or disbursements due us, we will also be entitled to recover certain fees and costs. These include, but are not limited to, our own outside attorneys' fees, expert witness fees, other costs of collection billed to us, and the value of legal services Perkins Coie's own attorneys perform in analyzing or prosecuting a collection action if such circumstances arise on your account. You consent to venue and jurisdiction wherever we have an office with attorneys who worked on your behalf. Also, if we are required to testify, produce documents, or respond to other requests in connection with litigation or other proceedings commenced by third parties that relate to our representation of you, you will pay us our reasonable fees and costs incurred in connection with such activities.

**Insurance Coverage.** You may have insurance policies relating to a matter for which you engage us that might cover, among other things, reimbursement of attorneys' fees and costs. If coverage is potentially available, including coverage for our fees and costs, your appropriate insurance company must be notified as soon as possible. We can advise you on the availability of insurance coverage only if you expressly and timely request that we do so, we do not have a conflict of interest, and we agree to undertake such additional work. You would then need to furnish us copies of all relevant insurance policies and related documents. Regardless whether, when, and to what the extent insurance coverage might be available to reimburse all or a portion of our fees and costs, you nevertheless remain primarily obligated for amounts owed us, including any late charges that accrue during any delay in payment by others.

**Advance Payments and Estimates.** We may require advance payments before working or continuing work on a matter. Of course, the amount of work we are called upon to perform may subsequently exceed our prior expectations. Regardless of whether you make an advance payment, you agree that any budget, estimate, or similar range for potential charges is nothing more than a forecast based on then-current assumptions, and any such forecast may be high or low due to changed or unforeseen circumstances. We reserve the right, as a condition of providing additional services, to require an increase in any advance payment.

**Legal Service Provider.** We provide strictly legal services to you in connection with this agreement. You are not relying on us for any services other than legal services, and we are specifically not providing any business, investment, insurance, or accounting advice or any investigation of the character or credit of persons with whom you may be dealing.

**Identity of Client.** You confirm that we are being engaged by you and not any of your subsidiaries, affiliates, equityholders, employees, members of your family, or other persons, unless we separately and explicitly undertake such representation. You also expressly confirm that we may be adverse to any entity in which you have an ownership interest and any of your affiliates, equityholders, employees, members of your family, or other persons in matters unrelated to our work for you.

**Conflicts of Interest.** We have performed a search of our other clients to determine whether representing you might create a potential conflict of interest with any other clients. That check was done using your name and any other names you gave us. Please inform us immediately if you use other names or have affiliated companies that we should enter into our conflicts system.

**Cooperation/Reliance on Accurate Information.** To enable us to represent you effectively, you will cooperate fully with us in your matter(s). You and your agents will fully and accurately disclose to us all facts and documents that may be relevant to a matter we undertake or which we may otherwise request. This information will form the basis of our legal advice.

**Email Communication Disclaimer.** Many of our legal professionals receive hundreds of email messages per day (in addition to spam). Although email is an efficient method for many communications, it can

also be delayed in transit or otherwise missed (e.g., blocked by our anti-spam software). You cannot assume that each email message copied or sent to one of our legal professionals was actually opened and read by him or her unless you receive a non-automated reply message indicating that he or she read the substance of your message.

**Termination of Services.** We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or your failure to pay our legal fees and expenses when due. Our representation in any matter will also cease on completion of our work on that matter unless you ask us to perform additional work that we agree to undertake. Performing additional services for you on the same or any other matter is subject to these terms and conditions, our mutual concurrence and clearance of conflicts, if any. We are unable to assure you that matters for other clients will not conflict us out of additional matters you might later ask us to undertake. On completion of a matter, we may close our files and, absent a specific written undertaking to do so, will not thereafter be obligated to docket milestones, make additional or continuation filings, pursue appeals, take other steps on your behalf on the matter, or monitor or advise you with respect to changes in the law or circumstances that might bear upon or adversely affect the completed matter. If you wish to have us return material from your files after the conclusion of a particular matter, we will provide you such material at your request and expense. We will have no obligation to retain client files more than one year after the conclusion of a particular matter or our representation.

**Alliances/Other Counsel.** Many of our clients also have international or other legal needs we cannot fulfill. This causes us from time to time to establish ongoing working relationships or strategic alliances with law firms in other jurisdictions. While our close relationships with our legal colleagues at these firms have helped us provide coordinated representation for many of our clients, these firms (and other firms we may recommend to our clients) are separate from and independent of Perkins Coie. We do not share personnel or fees, do not have common operations beyond occasional joint seminars and presentations, and must check any other firm's conflicts of interest before that firm's lawyers may jointly represent any of our clients. Under rules in certain jurisdictions where we practice, we must advise you that you may consult independent counsel to advise you regarding these documents governing our relationship, and we encourage you to do so if you like. Also, you retain the right to consult with independent counsel at any time while we represent you. However, we are not responsible for any advice an independent counsel may give you, and such consultation will be entirely at your expense.

**Questions.** We endeavor to deliver legal services effectively and efficiently and to render accurate and understandable billings. Please direct any questions about services or billing practices to your client service lawyer. Questions regarding the billing or payment status of your account may also be directed to the Client Accounting Department in our Seattle office at 1-800-261-3143 (206-359-3143 in the Seattle area).