

Marysville City Council Work Session

February 19, 2008

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

1. Approval of February 11, 2008 City Council Meeting Minutes.
2. Approval of February 19, 2008 City Council Work Session Minutes.

Consent

3. Approval of February 13, 2008 Claims in the Amount \$1,224,214.39; Paid by Check No.'s 45139 through 45319 with no Check No.'s Voided.
4. Approval of February 20, 2008 Claims.
5. Approval of February 20, 2008 Payroll.

Review Bids

Public Hearings

New Business

6. Supplemental Professional Services Agreement #1 with Systems Interface, Inc. for Telemetry Upgrade.
7. Interlocal Agreement with the City of Everett to Update the Everett Area Freight Mobility and Access Study.
8. Lakewood Triangle Access Project R0604 Funding Source Authorization.
9. Snohomish County Volunteer Search and Rescue Training Facility Use Agreement.
10. A **Resolution** of the City of Marysville Accepting a Contribution for the Marysville Noon Rotary Club for the 2008 Community Easter Egg Hunt Event.

Work Sessions are for City Council study and orientation – Public Input will be received at the February 25, 2008 City Council meeting.

Marysville City Council Work Session

February 19, 2008

7:00 p.m.

City Hall

11. A **Resolution** of the City of Marysville Accepting a Contribution for the Installation of a New Video Surveillance System in Jennings Memorial Park.
12. A **Resolution** of the City of Marysville Accepting a Contribution for the Father Daughter Dance Program Event.
13. A **Resolution** of the City of Marysville Accepting a Contribution to Assist in Purchasing Furnishings for the Ken Baxter Senior Community Center.
14. A **Resolution** of the City of Marysville Announcing the Retirement of K-9 Police Dog Shadow and Therefore Declaring the K-9 Police Dog Shadow to be Surplus and Authorizing the Sale of the K-9 Police Dog Shadow.
15. A **Resolution** of the City of Marysville Declaring a TEC MA-1650 Cash Register Machine to be Surplus and Authorizing the Sale or Disposal Thereof.
16. An **Ordinance** of the City of Marysville Amending Ordinance 2733 Relating to Section 2.50.060 of the Marysville Municipal Code.
17. Interlocal Agreement with the City of Edmonds Establishing Cooperative Financial Support for Local JTTF Detective.

Legal

Mayor's Business

18. Marysville Cable Television Advisory Committee Re-Appointments; Dorothy Stanton.
19. Marysville Cable Television Advisory Committee Re-Appointments; Dick Walsh.
20. Marysville Cable Television Advisory Committee Re-Appointments; Dean Kinzel.

Staff Business

Call on Councilmembers

Adjourn

Executive Session

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

Adjourn

Work Sessions are for City Council study and orientation – Public Input will be received at the February 25, 2008 City Council meeting.

February 19, 2008 **Marysville City Council Work Session** **City Hall**
7:00 p.m.

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

Work Sessions are for City Council study and orientation – Public Input will be received at the February 25, 2008 City Council meeting.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

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 February 13, 2008 claims in the amount of \$1,224,214.39 paid by Check No.'s 45139 through 45319 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-2

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 \$1,224,214.39 PAID BY CHECK NO.'S 45139 THROUGH 45319 WITH NO CHECK NO.'S VOIDED ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER

2/13/08

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 13th DAY OF FEBRUARY 2008.

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45139	A.S.P.I. LAND SURVEYORS	WORK DONE IN JANUARY 2008	30500030.563000.R0701	3,555.00
	A.S.P.I. LAND SURVEYORS	WORK DONE IN DECEMBERR 2007	30500030.563000.R0701	3,805.00
45140	ACE ACME SEPTIC SERVICE INC	SEPTIC TANK PUMPING	00105380.531000.	352.63
	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL	40140280.541000.	75.95
45141	ALBERTSONS FOOD CENTER #471	SNACKS FOR MTG'S	40143410.549000.	25.26
45142	ALFYS PIZZA	PIZZAS FOR STAFF @ DANCE	00105120.531050.	61.12
45143	ALLIED EMPLOYERS LABOR RELATIONS	02/08 MEMBERSHIP DUES	00100110.541000.	2,189.17
45144	ALPHA COURIER, INC.	COURIER SERVIC ETO OLYMPIA	00102020.541000.	142.86
45145	AMERICAN CLEANERS	CLEANING SERVICES	00103010.526000.	39.44
	AMERICAN CLEANERS		00103121.526000.	63.69
	AMERICAN CLEANERS		00103222.526000.	71.08
	AMERICAN CLEANERS		00103960.526000.	42.26
	AMERICAN CLEANERS		00104190.526000.	121.79
	AMERICAN CLEANERS		00104230.526000.	15.19
45146	AMSAN SEATTLE	JANITORIAL SUPPLIES	00101250.531400.	195.48
	AMSAN SEATTLE		40143780.531000.	112.17
	AMSAN SEATTLE		40143780.531000.	125.67
	AMSAN SEATTLE	DEGREASER AND WYPALL	501.141100.	457.38
45147	ARAMARK UNIFORM SERVICES	MAT CLEANING	40142480.541000.	10.97
	ARAMARK UNIFORM SERVICES		40143410.549000.	68.96
	ARAMARK UNIFORM SERVICES		40143780.549000.	15.63
	ARAMARK UNIFORM SERVICES		40143780.549000.	24.51
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	64.94
45148	WASPC	ELECTRONIC HOME MONITORING	00103960.551000.	2,127.50
45149	ASTROF CONCRETE HARDWARE & RENTAL	CONCRETE FORMS,CLEATS,BARSTEEL	00105380.531000.	283.45
45150	ATCO INTERNATIONAL	5 GALLON BUCKAROO	101.231700.	-23.36
	ATCO INTERNATIONAL		10110130.531000.	298.11
45151	GLENN & VICKIE BAHL	WTR/SWR CONSERVATION REBATE	40143410.549070.	50.00
45152	BAKER CONSTRUCTION	WATCHDOG REFUND LESS DEP&USE	401.245200.	145.70
45153	JANICE BALDWIN	UTILITY TAX REBATE	00102520.549010.	53.85
45154	JAMES B BALLEW	HEALTHY COMM MTG EXPENSES	00105090.531000.0811	726.24
45155	BANK OF AMERICA	RETREAT/MTG REIMBURSEMENT	00100020.549000.	20.83
	BANK OF AMERICA		00100110.549000.	83.36
	BANK OF AMERICA		00100310.549000.	20.83
	BANK OF AMERICA		00100310.549000.	95.66
	BANK OF AMERICA		00100720.549000.	20.83
	BANK OF AMERICA		00101023.549000.	20.83
	BANK OF AMERICA		00102020.549000.	20.83
	BANK OF AMERICA	SOFTWARE/TRAVEL REIMB	00103010.543000.	141.76
	BANK OF AMERICA		00103324.531000.K9003	611.00
	BANK OF AMERICA	RETREAT/MTG REIMBURSEMENT	00105380.549000.	20.83
	BANK OF AMERICA		40143410.549000.	20.83
45156	BARNES DISTRIBUTION INC	CREDIT MISC PARTS	50100065.531000.	-24.67
	BARNES DISTRIBUTION INC	MISC PARTS	50100065.531000.	33.74
	BARNES DISTRIBUTION INC		50100065.531000.	342.80
45157	MAUDE BARRETT	PRODUCTION OF 08 MESSENGER	00100720.541000.	1,645.00
45158	CITY OF BELLEVUE	COALITION INTERLOCAL 1ST AMEND	40145042.541000.	20,000.00
45159	OWEN EQUIPMENT COMPANY	SWEEPER HEAD SUCTION HOSE	50100065.534000.	1,108.10
45160	BLUMENTHAL UNIFORMS & EQUIPMENT	DRESS BLUES- D RASMUSSEN	00103010.526000.	322.74
	BLUMENTHAL UNIFORMS & EQUIPMENT	SABRE JACKET- D MCLEOD	00103121.526000.	185.12
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM/EQUIP- B PAXTON	00103222.526000.	41.87
	BLUMENTHAL UNIFORMS & EQUIPMENT	HOLSTER- W WADE	00103222.526000.	48.95
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM/EQUIP- J HARDY	00103222.526000.	302.71
	BLUMENTHAL UNIFORMS & EQUIPMENT	REPLACEMENT PEPPER SPRAY	00103222.531000.	149.84
45161	BOB BARKER COMPANY INC	PRISONER SUPPLIES	00103960.531000.	68.88
	BOB BARKER COMPANY INC		00103960.531000.	168.87
	BOB BARKER COMPANY INC		00103960.531000.	252.27

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45161	BOB BARKER COMPANY INC	PRISONER SUPPLIES	00103960.531000.	374.07
	BOB BARKER COMPANY INC		00103960.531000.	424.00
	BOB BARKER COMPANY INC		00103960.531000.	510.99
45162	RAE BOYD, APRN, BC	PRISONER MEDICAL CARE 01/08	00103960.541000.	2,195.00
45163	MARYKE BURGESS	VALENTINES DANCE SUPPLIES	00105120.531050.	231.36
45164	CANINE BEHAVIOR CENTER INC	INSTRUCTOR SERVICES	00105120.541020.	297.00
45165	CARR'S ACE HARDWARE	MISC SUPPLIES FOR SIGN/SIGNAL	10111864.531000.	127.67
45166	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	69.00
	VICKI CARVER		00105120.541020.	124.95
45167	CASKEY, DAVID & SONYA	UB 651070700000 10707 63RD DR	401.122110.	209.32
45168	CDW GOVERNMENT INC	MISC PERIPHERAL EQUIP/SCANNER	00103010.531000.	95.21
	CDW GOVERNMENT INC	RMA- CREDIT	50300090.535000.	-3,152.42
	CDW GOVERNMENT INC	CREDIT FOR ALLEN TEL BLANK FAC	50300090.535000.	-111.89
	CDW GOVERNMENT INC	MISC PERIPHERAL EQUIP/SCANNER	50300090.535000.	147.72
	CDW GOVERNMENT INC	NETWORK SWITCH PORT REPLACEMN	50300090.535000.	3,065.14
45169	CEMEX	ASPHALT-#1900072036	40140980.548000.	129.23
	CEMEX	ASPHALT- #1900072027	40141380.548000.	258.46
	CEMEX	ASPHALT-#1900072108	40142080.548000.	129.23
	CEMEX	ASPHALT	40142080.548000.	756.37
45170	CERTIFIED AIR SAFETY	3 GAS SENSORS	40140480.531000.	1,704.38
45171	CH2M HILL INC.	PAY ESTIMATE # 5	40142480.548000.M0741	12,755.10
45172	CITY TREASURER EVERETT WA	WATER/FILTRATION CHARGES	40140080.533000.	64,441.10
45173	CNR, INC	MAINTENANCE CONTRACT 02/08	50300090.541000.	414.47
45174	COMMERCIAL FIRE PROTECTION	FIRE EXT RECHARGE AND RETAGS	501.141100.	73.75
45175	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	168.00
45176	CONSOLIDATED ELECTRIAL DISTRIBUTORS	WIRE STRIPPERS	50200050.535000.	13.51
45177	CONSOLIDATED SUPPLY CO	CLOSET REPAIR AND PERF KITS	00100010.531000.	20.84
	CONSOLIDATED SUPPLY CO		00101250.531000.	20.84
	CONSOLIDATED SUPPLY CO		00103530.531000.	20.84
	CONSOLIDATED SUPPLY CO		00112572.531000.	20.84
	CONSOLIDATED SUPPLY CO		40143410.531000.	20.84
45178	COOK PAGING (WA)	2 PAGERS AND SERVICE	00105380.542000.	9.02
	COOK PAGING (WA)	SERVICE THROUGH 1/29/08	10110890.542000.	3.77
	COOK PAGING (WA)		40143410.542000.	3.76
45179	CO-OP SUPPLY	2 KNIVES AND LOPPERS	10110770.531000.	182.24
45180	WA DEPT OF CORRECTIONS	INMATE FOOD	00103960.531250.	1,254.65
	WA DEPT OF CORRECTIONS		00103960.531250.	1,351.60
45181	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.541000.	239.95
45182	DAN MEEKS	51ST AND DELTA	10110361.531000.	5,311.50
45183	CUZ CONCRETE PRODUCTS	REDI MIX CONCRETE 1 YD	00105380.549000.P0706	81.38
45184	DEAVER ELECTRIC	NOV 7TH WORK IN POLICE DEPT	00100010.548000.	652.59
	DEAVER ELECTRIC	MTG TO DISCUSS WORK @ PW	40143410.548000.	599.46
	DEAVER ELECTRIC		40143780.548000.	599.47
45185	DELL MARKETING LP	MISC PERIPHERAL EQUIP	50300090.535000.	161.61
45186	DICKS TOWING INC	VEHICLE TOW MPD IMPOUND YARD	00103222.541000.	43.44
45187	DISPLAY & COSTUME	BALLOON WEIGHTS X 20	00105120.531050.	21.50
45188	DWAYNE LANES DODGE	2008 DODGE AVENGER SE FFV	50100048.564000.	17,549.42
45189	E&E LUMBER INC	POLY BRUSHES, WELDWOOD	00100010.531000.	13.53
	E&E LUMBER INC	PADLOCK, DBL HASP ZN	00100010.531000.	15.17
	E&E LUMBER INC	JOINT KNIFE AND COMPOUND	00100010.531000.	16.04
	E&E LUMBER INC	MISC PARTS, TUBING CUTTER	00100010.531000.	90.95
	E&E LUMBER INC	KEY CHUCKS	00105380.531000.	6.49
	E&E LUMBER INC	BRITE DUPLEX'S	00105380.531000.	15.08
	E&E LUMBER INC	PAINT CONTAINER, BRUSHES	00105380.531000.	16.55
	E&E LUMBER INC	PAINT - GRAFFITI	00105380.531000.	33.62
	E&E LUMBER INC	ROLLER, COVER,TRAY-GRAFFITI	00105380.531000.	38.84
	E&E LUMBER INC	DRILL BIT AND FASTENERS	00105380.531000.	49.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45189	E&E LUMBER INC	SANDING SUPPLIES	00105380.531000.	62.71
	E&E LUMBER INC	TSP,DISCS,PAINT-KIOSKS	00105380.531000.	69.48
	E&E LUMBER INC	ICE MELT, PAINT BRUSHES	00105380.531000.	70.49
	E&E LUMBER INC	PAINT THINNER,BRUSHES,RAGS	00105380.531000.	81.13
	E&E LUMBER INC	LUMBER, OIL, STAKES	00105380.531000.	81.58
	E&E LUMBER INC	PAINT-KIOSKS	00105380.531000.	86.77
	E&E LUMBER INC	REBAR,WIRE TIE,GRATE,ELL,BASIN	00105380.531000.	155.19
	E&E LUMBER INC	TOOL,EDGER,KNIFE,BRACKETS	00105380.531000.	245.75
	E&E LUMBER INC	AIR HOSE REEL, DRILL, NAILERS	00105380.535000.	970.87
	E&E LUMBER INC	MAILBOX AND NUMBERS	40141280.531000.	18.87
	E&E LUMBER INC	MISC PARTS, TUBING CUTTER	50200050.535000.	11.38
45190	EDWARD & ASSOCIATES TRANSLATION	INTERPRETER SERVICES	00102515.549000.	112.12
45191	KIMBERLY EKDAHL	REFUND CLASS FEES	00110347.376009.	30.00
45192	SUZANNE ELSNER	TRAVEL REIMBURSEMENT	00100050.543000.	102.89
45193	WA ENVIRONMENTAL TRAINING CENTER	REGISTRATION FEE FOR HERZOG	00102020.549000.	150.00
	WA ENVIRONMENTAL TRAINING CENTER	REGISTRATION FOR ZAHNOW	40143410.549030.	150.00
45194	EVERETT HYDRAULICS INC	REPAIR AND MODIFY GARBAGE TRK	50100065.548000.	2,495.48
45195	EVERETT STAMP WORKS	STAMPS	00100050.531000.	121.00
45196	CITY OF EVERETT	LAB ANALYSIS	40145040.553100.	126.00
45197	EXCEL GLOVES & SAFETY SUPPLIES	DISPOSABLE GLOVES	00105380.526000.	338.80
45198	EXIDE	RETURN BATTERIES	501.141100.	-176.03
	EXIDE	CORE CHRG RETURN CREDITS	501.141100.	-22.86
	EXIDE	BATTERIES	501.141100.	119.61
	EXIDE	BATTERIES AND CORE CHARGES	501.141100.	281.39
45199	FAMOUS FOOTWARE	UB 221702000000 17020 TWIN LAK	401.122110.	146.10
45200	FARWEST GOLF CARS OF WA INC	STEERING BOX ASSY	42047165.548000.	789.62
45201	FBINAA WASHINGTON CHAPTER	08 ACTIVE MEMBER DUES- R.SMITH	00103010.551000.	80.00
45202	FINANCIAL CONSULTING GROUP, INC.	PAY ESTIMATE 3 12	41046060.541000.	225.00
	FINANCIAL CONSULTING GROUP, INC.	PAY ESTIMATE # 10	41046060.541000.	7,605.00
45203	FENKNER, DON	UB 951060000003 1261 CEDAR AVE	401.122110.	15.21
45204	MARJORIE FILBERT	UTILITY TAX REBATE	00102520.549010.	66.28
45205	FLINT TRADING INC	8 OF 8' LEFT TURN ARROW	10110564.531000.	2,223.81
45206	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,560.24
45207	FOOTJOY	SANDAL-WOMENS ALL OVER DRI	420.141100.	50.70
45208	JEFF FRANZEN	FIREARMS TRAINING STOPWATCH	00103740.531000.	175.47
45209	FRED MEYER	LEVI JEANS X 3 - HAYES	10111230.526000.	104.13
45210	CRAIG A. FULLERTON	CONSULTING	00105250.541000.	1,182.50
45211	STEVE GAIDOS CONSULTING LLC	W/SREV BOND FINANCIAL ADVISOR	00199513.541000.	5,000.00
45212	GENERAL CHEMICAL CORP	11.766 DRY TON ALUM SULFATE	40142480.531320.	3,485.15
45213	DAWN GOLDSON-SMITH	INSTRUCTOR SERVICES	00105120.541020.	48.00
45214	MARIAN GORDON	UTILITY TAX REBATE	00102520.549010.	51.79
45215	GRAPHIC ENTERPRISES INC	OVERAGE CHARGES	00100020.531000.	16.95
	GRAPHIC ENTERPRISES INC		00102020.531000.	16.96
	GRAPHIC ENTERPRISES INC		40143410.531000.	16.95
	GRAPHIC ENTERPRISES INC		50200050.531000.	5.65
45216	GRAYBAR ELECTRIC CO INC	PARTS AND SUPPLIES FOR MAINT	00100010.531000.	9.54
	GRAYBAR ELECTRIC CO INC		00100010.531000.	23.84
	GRAYBAR ELECTRIC CO INC		00101250.531000.	9.54
	GRAYBAR ELECTRIC CO INC		00103530.531000.	9.53
	GRAYBAR ELECTRIC CO INC		00112572.531000.	9.54
	GRAYBAR ELECTRIC CO INC		40143410.531000.	9.53
	GRAYBAR ELECTRIC CO INC	PW'S REWIRING PROJECT	50300090.535000.	23.00
	GRAYBAR ELECTRIC CO INC		50300090.535000.	40.63
	GRAYBAR ELECTRIC CO INC		50300090.535000.	216.61
	GRAYBAR ELECTRIC CO INC		50300090.535000.	584.30
45217	GREENSHIELDS INDUSTRIAL SUPPLY	ROAD FLARES	00103222.531000.	193.53
	GREENSHIELDS INDUSTRIAL SUPPLY	4 EYE BOLTS	00105380.531000.	51.26

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45218	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	58.00
45219	DEPARTMENT OF HEALTH	LK GOODWIN WELL DISINFECTION	40140080.541000.	994.00
45220	HEGGE, URSULA	UB 987025000005 7025 45TH ST N	401.122120.	23.28
45221	HOUSE OF UPHOLSTERY	GRB TRK SEAT REFOAMED/COVERED	501.141100.	211.58
	HOUSE OF UPHOLSTERY	POLICE SEAT REPAIR	50100065.548000.	179.03
45222	SNOHOMISH COUNTY HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TAX	00199566.551000.	833.93
	SNOHOMISH COUNTY HUMAN SERVICES		00199566.551000.	1,197.14
	SNOHOMISH COUNTY HUMAN SERVICES		00199566.551000.	1,978.47
45223	NOEL NIETO	INTERPRETER SERVICES	00102515.549000.	111.80
45224	INTERSTATE AUTO PARTS WAREHOUSE	MISC SHOP SUPPLIES	50100065.531000.	153.29
45225	J&K ASSOCIATES	HOT AIR LANCE WITH WHEEL KIT	50100048.564000.	3,843.07
45226	TRACY JEFFRIES	COURSE STUDY-NOTARY LAW	00100110.531000.	10.46
	TRACY JEFFRIES		00101023.531000.	10.46
	TRACY JEFFRIES		00101130.531000.	20.93
	TRACY JEFFRIES		00143523.531000.	10.46
45227	K-MART	CLOCK	00103960.531000.	6.50
45228	KEITH BROWN	UB 751040650001 7530 46TH PL N	401.122110.	76.81
45229	KESSEL RINGS GUN SHOP INC	AMMUNITION	00103740.531000.	1,141.56
45230	TIM KING	REIMB FOR MEAL	40143410.549000.	10.84
	TIM KING	COMPUTER CLASS	40143410.549030.	105.00
45231	LANE & ASSOCIATES, INC.	PAY ESTIMATE # 15	30500030.563000.R0301	2,559.39
45232	LASTING IMPRESSIONS INC	REPLACEMENT TEAM SHIRT	00105120.531040.	17.37
	LASTING IMPRESSIONS INC	STAFF UNIFORMS	42047165.526000.	325.07
45233	LATHAM, JOHN & RENE	UB 710271000000 3621 80TH ST N	401.122110.	1,301.56
45234	LEGEND DATA SYSTEMS INC	BADGE HOLDERS	00100310.531000.	42.36
	LEGEND DATA SYSTEMS INC	HR NEW CAMERA SOFTWARE	00100310.531000.	1,288.83
45235	ERIKA LERVICK	REFUND DANCE FEES	00110347.376008.	15.00
45236	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	326.40
45237	LOWES HIW INC	SUPPLIES FOR PARKS MAINT	00105380.531000.	28.48
45238	KATRENA MAGALLON	REFUND DEPOSIT FOR REFUND	001.239100.	58.00
45239	JAMES MAPLES	REIMB MEALS/TRAVEL	00103222.543000.	98.31
45240	MARYSVILLE FIRE DIST #12	FIRE/EMERGENCY AID SERVICES	00109522.551000.	403,795.43
	MARYSVILLE FIRE DIST #12		00109526.551000.	144,501.74
45241	MARYSVILLE PRINTING	FLYERS-NOTE CARDS-ENVELOPES	00100110.549000.	528.94
	MARYSVILLE PRINTING	DV VICTIM STATEMENT FORMS	00103222.531000.	65.10
45242	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES 01/08	642.237000.	72,653.00
45243	MCCAIN TRAFFIC SUPPLY	6X DARK GREEN SPRAY PAINT	30500030.563000.R0804	96.03
45244	MEDICAL DIAGNOSTIC SPECIALTIES	PRE-EMPLOYMENT EXAM- PW	40143410.541000.	410.00
45245	MILLER, SCOTT & TAMMI	UB 980000012701 8225 30TH PL N	401.122120.	31.58
	MILLER, SCOTT & TAMMI		401.122130.	8.00
45246	JANET MITCHELL	REFUND CLASS FEES	00110347.376020.	15.00
45247	MONTE CRISTO PRESERVATION ASSOC.	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
45248	BERNICE E. MYERS	UTILITY TAX REBATE	00102520.549010.	42.42
45249	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	17.60
	NEXTEL COMMUNICATIONS		50300090.542000.	17.60
	NEXTEL COMMUNICATIONS		50300090.542000.	17.60
	NEXTEL COMMUNICATIONS		50300090.542000.	17.60
	NEXTEL COMMUNICATIONS		50300090.542000.	35.20
	NEXTEL COMMUNICATIONS		50300090.542000.	35.20
	NEXTEL COMMUNICATIONS		50300090.542000.	35.20
	NEXTEL COMMUNICATIONS		50300090.542000.	49.50
	NEXTEL COMMUNICATIONS		50300090.542000.	52.80
	NEXTEL COMMUNICATIONS		50300090.542000.	52.80
	NEXTEL COMMUNICATIONS		50300090.542000.	72.92
	NEXTEL COMMUNICATIONS		50300090.542000.	75.25
	NEXTEL COMMUNICATIONS		50300090.542000.	85.32

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45249	NEXTEL COMMUNICATIONS	ACCT#495802314	50300090.542000.	88.00
	NEXTEL COMMUNICATIONS		50300090.542000.	88.00
	NEXTEL COMMUNICATIONS		50300090.542000.	123.17
	NEXTEL COMMUNICATIONS		50300090.542000.	134.53
	NEXTEL COMMUNICATIONS		50300090.542000.	187.53
	NEXTEL COMMUNICATIONS		50300090.542000.	210.41
	NEXTEL COMMUNICATIONS		50300090.542000.	210.75
	NEXTEL COMMUNICATIONS		50300090.542000.	235.12
	NEXTEL COMMUNICATIONS		50300090.542000.	236.57
	NEXTEL COMMUNICATIONS		50300090.542000.	247.60
	NEXTEL COMMUNICATIONS		50300090.542000.	475.16
	NEXTEL COMMUNICATIONS		50300090.542000.	1,150.98
45250	NORDMANN, REBECCA	UB 020632000000 5302 88TH ST N	401.122110.	84.90
45251	NORTH COAST ELECTRIC COMPANY	12 FUSE HOLDERS	10110463.548000.	549.56
45252	NORTH SOUND HOSE & FITTINGS	AIR HOSE, FITTINGS, AIR FIT	40142080.531000.	120.94
45253	NORTHWEST CASCADE INC	HONEY BUCKET @ SK8PRK	00105380.545000.	103.33
45254	NORTHWEST HANDLING SYSTEMS, INC.	THROTTLE CABLE	50100065.534000.	51.43
45255	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE	50100065.548000.	641.94
45256	NW WASHINGTON CHAPTER OF ICC	CONFERENCE-DORCAS,SNOOK,WILL	00102020.549000.	1,000.00
45257	VANCE P ODELL	PUBLIC DEFENSE FEES	00102515.541000.	6,000.00
45258	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	72.08
	OFFICE DEPOT		00100050.531000.	93.69
	OFFICE DEPOT		00100110.549000.	13.29
	OFFICE DEPOT		00100310.549000.	174.90
	OFFICE DEPOT	CREDIT-OFFICE SUPPLIES	00100720.549000.	-14.21
	OFFICE DEPOT	OFFICE SUPPLIES	00100720.549000.	9.77
	OFFICE DEPOT		00100720.549000.	11.25
	OFFICE DEPOT		00101023.541000.	221.46
	OFFICE DEPOT		00101130.531000.	9.30
	OFFICE DEPOT	RETURN CARD STOCK	00102020.531000.	-26.27
	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	18.71
	OFFICE DEPOT		00102020.531000.	101.47
	OFFICE DEPOT	CREDIT- OFFICE SUPPLIES	00103010.531000.	-21.91
	OFFICE DEPOT	CREDIT-OFFICE SUPPLIES	00103121.531000.	-105.20
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	28.53
	OFFICE DEPOT		00103222.531000.	31.70
	OFFICE DEPOT		00103222.531000.	71.21
	OFFICE DEPOT		00103222.531000.	149.13
	OFFICE DEPOT		00103222.531000.	250.40
	OFFICE DEPOT		00103630.531000.	3.97
	OFFICE DEPOT		00103960.531000.	2,686.71
	OFFICE DEPOT		00104190.531000.	8.52
	OFFICE DEPOT		00104190.531000.	30.38
	OFFICE DEPOT		00104190.531000.	44.22
	OFFICE DEPOT		00104190.531000.	153.00
	OFFICE DEPOT		00104190.531000.	154.55
	OFFICE DEPOT		00105380.531000.	4.12
	OFFICE DEPOT		00105380.531000.	16.94
	OFFICE DEPOT		00105380.531000.	17.53
	OFFICE DEPOT		00143523.531000.	27.29
	OFFICE DEPOT	CREDIT-OFFICE SUPPLIES	10400022.549000.	-225.21
	OFFICE DEPOT	OFFICE SUPPLIES	10400022.549000.	225.21
	OFFICE DEPOT		10400022.549000.	415.07
	OFFICE DEPOT		10400022.549000.	450.41
	OFFICE DEPOT		40142280.531000.	40.41
	OFFICE DEPOT		40142380.531000.	75.91
	OFFICE DEPOT		40143410.531000.	18.71

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45258	OFFICE DEPOT	OFFICE SUPPLIES	40143410.531000.	317.32
	OFFICE DEPOT		50100065.531000.	3.11
	OFFICE DEPOT		50200050.531000.	3.11
	OFFICE DEPOT	IS OFFICE SUPPLIES	50300090.531000.	18.40
45259	OFFICE INTERIORS INC	MARKER BOARD	10400022.549000.	238.91
	OFFICE INTERIORS INC	FURNITURE- KRUSEY OFFICE	10400022.549000.	2,245.85
45260	MERWIN OLSON	UTILITY TAX REBATE	00102520.549010.	63.55
45261	OLYMPIC FORD OF MARYSVILLE	KEY MADE	10111230.549000.	94.41
45262	ORKIN EXTERMINATING	SERVICE @ 1635 GROVE	00100010.548000.	43.43
	ORKIN EXTERMINATING	SERVICE @ CITY HALL	00103530.548000.	79.68
	ORKIN EXTERMINATING	SERVICE @ 316 CEDAR AVE	00105380.548000.	55.04
	ORKIN EXTERMINATING	SERVICE @ LIBRARY	00112572.548000.	43.43
	ORKIN EXTERMINATING	SERVICE @ 2 COLUMBIA	40142480.548000.	58.59
	ORKIN EXTERMINATING	SERVICE @ 80 COLUMBIA	40143410.548000.	47.77
45263	OTAK	PAY ESTIMATE # 5	40145040.541000.D0720	8,443.50
	OTAK	PAY ESTIMATE # 6	40145040.541000.D0720	16,528.56
	OTAK	PAY ESTIMATE # 20	40250594.563000.D0501	3,088.25
45264	DEE OTTEM	REFUND FEE	00110347.376008.	25.00
45265	THE PARTS STORE	TRANSMISSION FILTER	501.141100.	32.18
	THE PARTS STORE	OIL FILTERS	501.141100.	34.57
	THE PARTS STORE	TRANSMISSION FILTER	50100065.534000.	12.43
	THE PARTS STORE	TRANSMISSION FILTER KIT	50100065.534000.	13.30
	THE PARTS STORE	NUMEROUS TUNE UP PARTS	50100065.534000.	73.85
	THE PARTS STORE	BRAKE PAD SET, ROTORS, HARDWRE	50100065.534000.	160.62
	THE PARTS STORE	LED DROPLIGHT KIT	50100065.535000.	108.49
45266	PERTEET ENGINEERING INC	PAY ESTIMATE #1	30500030.563000.R0503	2,405.75
45267	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	00100020.532000.	104.48
	PETROCARD SYSTEMS INC	FUEL CONSUMED-SANITATION/OPER	40143880.532000.	4,038.00
	PETROCARD SYSTEMS INC	FUEL CONSUMED-ENG/ENG SURF WTF	40145040.532000.	136.49
	PETROCARD SYSTEMS INC	FUEL CONSUMED-SANITATION/OPER	41046060.532000.	3,812.55
	PETROCARD SYSTEMS INC	FUEL CONSUMED - IS DEPT	50300090.532000.	43.87
45268	PHOINIX EQUIPMENT, LLC	PD RENTAL AGREEMENT NOT INV	40142080.545000.	38.01
45269	TONY POCHE	STEEL TOE BOOTS-CARDON	50100065.526000.	168.16
	TONY POCHE	TIRE GUAGE	50100065.535000.	23.86
	TONY POCHE		50100065.535000.	47.72
	TONY POCHE	13 PIECE LOCKING PLIERS	50100065.535000.	108.49
	TONY POCHE	TOP CHEST TOOL BOX	50100065.535000.	3,363.49
45270	UNITED STATES POSTAL SERVICE	RENEWAL NOTICE PERMIT 80	00100720.542000.	175.00
45271	POWERSCREEN OF WASHINGTON	DIESEL FI PRESSURE LINE	50100065.534000.	301.13
45272	PUGET SOUND FINANCE OFFICERS ASSOC	2008 MEMBERSHIP	00101023.549000.	100.00
45273	PUBLIC AGENCY TRAINIG COUNCIL	REGISTRATION FOR RASMUSSEN	00103010.549100.	295.00
	PUBLIC AGENCY TRAINIG COUNCIL		00103010.549100.	325.00
45274	PUBLIC WORKS BOARD	INTEREST AMOUNT DUE	45000083.583000.	141.68
45275	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 283-001-380-7	10110463.547000.	169.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 600-001-260-6	10110463.547000.	1,190.84
	PUD NO 1 OF SNOHOMISH COUNTY	690-001-250-8	10110463.547000.	1,489.62
	PUD NO 1 OF SNOHOMISH COUNTY	660-001-330-1	10110463.547000.	1,880.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT# 670-001-300-3	10110463.547000.	10,208.80
	PUD NO 1 OF SNOHOMISH COUNTY	ACT#210-094-460-8/614 LAKEWOOD	40140080.547000.	905.63
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 327-001-612-8	40140180.547000.	28.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 529-001-665-7	40140180.547000.	28.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 557-001-090-9	40140180.547000.	201.76
	PUD NO 1 OF SNOHOMISH COUNTY	314-001-224-0	40140180.547000.	1,230.86
	PUD NO 1 OF SNOHOMISH COUNTY	395-051-146-3	40142280.547000.	30.43
	PUD NO 1 OF SNOHOMISH COUNTY	UTILITY CHARGE @ 5029 119TH ST	40142280.547000.	35.63
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT 504-002-581-8	40142280.547000.	93.09
	PUD NO 1 OF SNOHOMISH COUNTY	483-023-177-7	40142280.547000.	275.33

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45276	PUGET SOUND BUSINESS JOURNAL	BUSINESS JOURNAL SUBSCRIPTION	00100720.549000.	152.95
45277	PUGET SOUND ENERGY	ACCT 753-901-800-7	00100010.547000.	1,873.44
	PUGET SOUND ENERGY	835-819-211-3	00101250.547000.	443.47
	PUGET SOUND ENERGY	ACCT 549-775-008-2 CITY HALL	00103530.547000.	661.16
	PUGET SOUND ENERGY	ACCT 616-190-400-5	00105250.547000.	75.49
	PUGET SOUND ENERGY	ACCT 922-456-500-3	40143780.547000.	176.68
	PUGET SOUND ENERGY	ACCT 435-851-700-3	40143780.547000.	1,350.95
	PUGET SOUND ENERGY	ACCT.# 433-744-264-6	42047267.547000.	123.10
45278	MUHAMED QATrani	INTERPRETER SERVICES	00102515.549000.	126.56
45279	DARIN RASMUSSEN	REIMB TRAVEL FOR RESEARCH	00103010.543000.	127.90
45280	LALONI MAY ROBBINS	UTILITY TAX REBATE	40143410.549070.	41.76
	LALONI MAY ROBBINS		40143410.549071.	114.84
45281	PAUL ROBERTS	REIMB LODGING FOR CONFERENCE	40143410.549000.	112.61
45282	DANIELLE RUSCH	REIMB SHOES FOR ACADEMY	00103222.526000.	44.99
45283	SAYLES, GLEN J	UB 040220000000 8829 69TH DR N	401.122110.	193.97
45284	SEATTLE TIMES, THE	AD FOR RISK MNGMNT OFF - EXEC	00100110.544000.	1,177.41
	SEATTLE TIMES, THE	AD FOR ASSOCIATE ENG III - CD	00102020.544000.	1,177.41
	SEATTLE TIMES, THE	AD FOR ELEC INSPECTOR- CD	00102020.544000.	1,177.41
45285	SHARON SMITH	WITNESS	00100050.549210.	14.85
45286	EVE SNIDER	INSTRUCTOR SERVICES	00105120.541020.	974.00
45287	SNO CO PUBLIC WORKS	RR7827-OVERLAYS	10200030.541000.	15,980.82
45288	SNOHOMISH COUNTY TREASURER	CODE # 1183315704121	00102570.551000.	821.99
45289	SNOHOMISH HEALTH DISTRICT	FOOD HANDLER CLASS FOR 27	00105250.541020.	270.00
45290	SNOPAC	DISPATCH SERVICES FEBRUARY	00104000.551000.	59,086.01
45291	S.O. CREIGHTON ENGINEERING INC	PLAN CHECK SERVICE	00102020.541000.	480.00
45292	SOLID WASTE SYSTEMS INC	MISC PARTS	50100065.534000.	3,548.70
45293	SOROPTIMIST OF MARYSVILLE	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
45294	SOUND HARLEY DAVIDSON	MOTORCYCLE REPAIR	00103222.548000.	530.62
45295	SOUND SAFETY PRODUCTS CO INC	VINYL GLOVES	00103960.531000.	190.15
	SOUND SAFETY PRODUCTS CO INC	BOOTS - BRISCOE	10111864.526000.	170.00
	SOUND SAFETY PRODUCTS CO INC	BOOTS - KING	10111864.526000.	170.00
	SOUND SAFETY PRODUCTS CO INC	JEANS - KING & BRISCOE	10111864.526000.	190.92
	SOUND SAFETY PRODUCTS CO INC	JEANS - ROSE	41046060.526000.	93.18
	SOUND SAFETY PRODUCTS CO INC	JEANS - BALLOU	41046060.526000.	97.74
	SOUND SAFETY PRODUCTS CO INC	JEANS - TINSLEY	41046060.526000.	97.74
	SOUND SAFETY PRODUCTS CO INC	JEANS - DOUGLAS	41046060.526000.	103.44
	SOUND SAFETY PRODUCTS CO INC	JEANS - HIGBEE	41046060.526000.	103.44
	SOUND SAFETY PRODUCTS CO INC	JEANS - SCOTT	50100065.526000.	103.44
45296	SPARLING INC	SPARLING METER REPAIR	40140280.548000.	1,523.54
45297	STRATEGIES 360 INC	PROFESSIONAL SERVICES	00100110.549000.E0801	15,000.00
	STRATEGIES 360 INC		00100110.549000.E0801	20,000.00
45298	SUBURBAN PROPANE	PROPANE	00105380.547000.	1,664.27
45299	DAYMOND WILLIS HOLDINGS, INC.	MENS MICRO FLEECE MOCK X 8	420.141100.	188.81
45300	MARCIE THOMPSON	UTILITY TAX REBATE	00102520.549010.	64.53
45301	TRAFFIC SAFETY SUPPLY CO INC	SOLAR POWERED RED LENS	10111864.531000.	874.18
45302	XENIA TUTTLE	INTERPRETER SERVICES	00102515.549000.	500.00
45303	UNITED PARCEL SERVICE	LATE PAYMENT FEE	00103222.542000.	6.86
	UNITED PARCEL SERVICE	PACKAGE SENT	00103222.542000.	26.18
45304	UNITED RENTALS	CHAIN SHARPENING	40140280.531000.	16.00
45305	VALLEY EXCAVATING	WATCHDOG REFUND LESS USAGE	401.245200.	179.00
45306	VAN DAM'S ABBEY CARPETS	REPLACE CARPET OLD 911 CENTER	00100010.548000.	3,117.87
45307	VERIZON NORTHWEST	POLE BLDG	00103222.542000.	158.55
	VERIZON NORTHWEST	ACCT.# 03 0211 1004696094 01	00104000.542000.	35.00
	VERIZON NORTHWEST	ACCT 100664011800	00104000.542000.	85.69
	VERIZON NORTHWEST	ACCT 03 0275 1027463801 05	00104000.542000.	101.83
	VERIZON NORTHWEST	ACCT 103957234007	40142480.542000.	51.49
	VERIZON NORTHWEST	ACCT030211109792481505	40143410.542000.	75.01

**CITY OF MARYSVILLE
 INVOICE LIST**

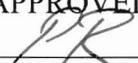
FOR INVOICES FROM 2/7/2008 TO 2/13/2008

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
45308	VERIZON NORTHWEST	CELL PHONE	00102020.542000.	15.40
	VERIZON NORTHWEST		00102020.542000.	15.62
	VERIZON NORTHWEST		00102020.542000.	30.55
	VERIZON NORTHWEST	PHONE CHRGS 360-929-5339	40143410.542000.	7.86
45309	VINYL SIGNS & BANNERS	SIGNAGE FOR KIOSKS	00105380.549000.P0706	292.95
45310	WASHINGTON STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	001.237010.	48,710.85
	WASHINGTON STATE TREASURER		001.237030.	238.00
45311	WASTE MANAGEMENT NORTHWEST	RECYCLE SERVICE	41046290.541000.	57,961.76
45312	WATERSHED, INC	MOTORCYCLE GRIP COVER	00103222.531000.	169.32
45313	LOREN R. WAXLER	PUBLIC DEFENSE FEES	00102515.541000.	112.00
	LOREN R. WAXLER		00102515.541000.	324.00
45314	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES	00105515.541000.	698.75
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	10,581.00
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	36,650.40
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	31.25
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.T0102	50.00
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	3,503.50
	WEED GRAAFSTRA AND BENSON INC PS		31000076.563000.G0701	7,472.23
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	658.50
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	10,581.00
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	192.00
45315	WELCOME COMMUNICATIONS	BACKUP BATTERIES FLASHLIGHTS	00103222.531000.	163.36
	WELCOME COMMUNICATIONS	BACKUP BATTERIES	00103222.531000.	443.90
45316	WESTERN FACILITIES SUPPLY INC	JAIL CLEANING SUPPLIES	00103960.531000.	707.84
45317	WHISTLE WORKWEAR	JEANS - KEEFE	10111230.526000.	103.57
	WHISTLE WORKWEAR	BOOTS AND PANTS - OSBORN	10111230.526000.	287.31
45318	WSAPT TREASURER	MEMBERSHIP DUES FOR 6	00102020.549000.	210.00
45319	MICHAEL ZHELEZNYAK	INTERPRETER SERVICES	00102515.549000.	160.42
WARRANT TOTAL:				<u><u>1,224,214.39</u></u>

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Feb 25, 2008

AGENDA ITEM: Supplemental Professional Services Agreement #1 with Systems Interface, Inc. for Telemetry Upgrade	AGENDA SECTION: New Business	
PREPARED BY: Ryan Morrison, Engineering Aide	AGENDA NUMBER:	
ATTACHMENTS: Supplemental Professional Services Agreement Amendment #1 Exhibit B	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE: 40220594.563000 - Budgeted Amount: \$400,000	AMOUNT: \$350,000	

Supplemental Professional Services Agreement #1 with Systems Interface, Inc. will continue to provide the City with experienced Consultants needed to research and implement a City Wide Wireless Telemetry System for our water and wastewater systems. It will complete upgrades to remaining waste water lift stations and further investigate and upgrade the City water distribution system to more open-ended Rugid 9 Allen-Bradley PLC units allowing for greater operability and expanded data/error analysis and reporting.

Many sites are still reliant upon terrestrial phone lines for communication and an upgrade to a wireless network will provide the City with an advanced data acquisition system that will monitor water and waste water station status and performance as well as report and record alarms and discrepancies within the systems.

RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to sign the Supplemental Professional Services Agreement Amendment #1 in the amount of \$350,000.00 with Systems Interface, Inc..
COUNCIL ACTION:

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, _____, between the City of Marysville, hereinafter called the "City" and Systems Interface, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Telemetry Upgrade Project, hereinafter called the "Project," said Agreement being dated May 15, 2007; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional services and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated May 15, 2007, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF WORK", shall be supplemented to include the Scope of Work as described in **Exhibit B**, to include remaining Waste Water sites and the City water distribution system, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

The Total Amount payable, including management reserve, to the Consultant is summarized as follows:

Original Agreement	\$400,000.00
Supplemental Agreement No.1	\$350,000.00
Supplemental Agreement No.2	\$ _____
Supplemental Agreement No.3	\$ _____
Grand Total	\$750,000.00

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

CONSULTANT: Systems Interface, Inc.

By: _____
Mayor

By: _____

Title: _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

**City of Marysville Contract for
City-Wide Wireless Network and Telemetry Upgrade
Exhibit B – Scope of Services**

DESCRIPTION OF PROJECT- Year 2008 – Fresh Water Sites & Completion of Sewage Lift Stations

DESCRIPTION OF PROJECT- Year 2007 – Sewage Lift Stations

Design and implementation of a Wireless City-Wide Telemetry network for all Sewage Lift Stations continues into this year. All Sewage Lift Stations have been reviewed and are in the process of being upgraded to the existing Telemetry Panel design standard which has been utilized at the City of Marysville Baileys Lift Station, the State Ave & 128th Lift Station and at the Regan Road Lift Station. The basic standard is that the pump stations will have 1) An Allen-Bradley PLC controller (either Micrologix 1100 or SLC depending on requirements), 2) PanelView Plus 600 Operator interface terminal for entering Lift Station parameters and 3) will have a wireless broadband interface to the Main Control Station.

These services shall be performed by Systems Interface Inc (“the Consultant”) for the City of Marysville’s (“the City”) Telemetry Systems.

These services (Year 2008) shall include:

- I. Monthly Status/Progress Reports via e-mail reports or meetings at the City. Monthly Action Item Reports. Monthly Invoices.
- II. Continued installation of control panels and 900Mhz radios.
- III. Start up assistance as required commissioning the individual Lift stations as they are brought back on-line.

The following Sewage Lift Stations will fall under this contract:

1. 88th Street Lift Station.
 - a. New Telemetry & Control Panel has been built but not installed.
 - b. Site is under design consultation with Sparling to relocate Pump Control Panel to stable soil. Is recommended that design consider inclusion of Telemetry & Control Panel within overall enclosure, also housing Pump Control Panel.
 - c. Location and installation of fiberglass pole and radio/antenna should also be included.
2. Cedar Vista Lift Station.
 - a. New Telemetry & Control Panel has been built and installed.
 - b. Fiberglass pole and radio installed.
 - c. Mast and radio installed at Pro Shop at Golf Course
 - d. Crossover to new T&C Panel has not occurred.
 - e. City has separate contract with others to install new pumps and ultrasonic level sensing.
 - f. Final crossover and startup depends on coordination with IT to add radio(s) to network and other contract on site.
3. 51st Avenue Lift Station.
 - a. New replacement backpanel Telemetry & Control Panel has been built
 - b. Existing flowmeter and level transmitters have been relocated.
 - c. Fiberglass poll has been installed by City, and radio installation can now proceed.
 - d. Mast and radio installation at Fire Station 62 needs to be completed.
 - e. Coordination with Fire and IT departments required to add radio(s) to network
4. Soper Hill Lift Station.
 - a. New Telemetry & Control Panel has been built and installed
 - b. Fiberglass poll has been installed by City, and radio installation can now proceed.
 - c. Additional light pole mounted radio may be needed to connect to Sunnyside Reservoir radio.

5. Sunnyside Lift Station.

City of Marysville – City-Wide Wireless & Telemetry System Upgrade
Exhibit B – Scope of Services

- a. New Telemetry & Control Panel has been built and installed.
 - b. Building supported metal mast and radio installed.
 - c. Mast and radio installed at Public Works Pole.
 - d. Crossover to new T&C Panel will occur in January.
 - e. Discovered that the original construction never finalized wiring and/or equipment purchase to allow for Generator monitoring. City has not actually been monitoring run status sense sign-off in 2000.
 - f. MCC equipment does not have power/phase monitoring relays to protect motors from failure.
6. Carroll's Creek Lift Station.
- a. New Telemetry & Control Panel has been built and installed.
 - b. Fiberglass pole and radio installed.
 - c. Mast and radio installed at Stillaguamish Treatment Plant.
 - d. Crossover to new T&C Panel will occur in January.
7. Quil Ceda Glenn Lift Station.
- a. New Telemetry & Control Panel has been built and installed.
 - b. Existing level transmitter have been relocated to new T&C Panel.
 - c. Existing Seal Leak and Backup Pump Down (intrinsically safe relays) need to be relocated to existing Pump Control Panel.
 - d. Fiberglass poll has been installed by City, and radio installation can now proceed.
 - e. Mast and radio installation at Fire Station 62 needs to be completed.
 - f. Coordination with Fire and IT departments required to add radio(s) to network
8. Kellogg Ridge Lift Station.
- a. New Telemetry & Control Panel has been built, and yet to be installed.
 - b. Fiberglass poll has been installed by City, and radio installation can now proceed.
 - c. New Backup Pump Down (intrinsically safe relays) panel has been built, and yet to be installed.
9. Regan Road Lift Station.
This station has already been upgraded and utilizes fiber Optics communication link. No work will be done at this site under this contract.
10. 3rd Street Lift Station (Allen Creek).
- a. New Telemetry & Control Panel has been built and installed.
 - b. Fiberglass poll has been installed by City, and radio installation can now proceed.
 - c. Mast and radio installed at Public Works Pole
 - d. Crossover to new T&C Panel will occur in January.
11. Ash Street Lift Station.
- a. Equipment has been purchased and provided to the City to be used in an on-site retrofit.
 - b. Radios need to be installed on Comfort Park Tower
 - c. Short metal mast to be installed on existing panel to allow radio to connect to Comfort Park radio(s).
 - d. Mast and radio installed at Public Works Pole.
12. State Ave & 128th Storm Water Lift Station.
- a. Fiberglass pole and radio installed.
 - b. Utilizing existing Clearwire connection until improved radio coverage exists.
13. Bailey's Lift Station is being removed by Developer.
14. Marysville West Lift Station. The present telemetry panel (Rugid3) will be upgraded under a separate contract. The Site will not be improved under this contract.

**City of Marysville – City-Wide Wireless & Telemetry System Upgrade
Exhibit B – Scope of Services**

15. Eagle Bay Lift Station
 - a. Developer project not covered by this contract.
 - b. Recommend City have radio installed to allow for line-of-site to Comfort Park Tower.

City of Marysville – City-Wide Wireless & Telemetry System Upgrade Exhibit B – Scope of Services

Fresh Water:

Design and implementation of a Wireless City-Wide Telemetry network for all Fresh Water Sites. All Fresh Water Sites will be reviewed and upgraded where possible to the new Fresh Water Telemetry Panel design standard, which is based on the Wade Road and Sunnyside Reservoir Telemetry Panels. The basic standard is that the pump stations will have 1) An Allen-Bradley PLC controller (either Micrologix 1100 or SLC depending on requirements), 2) PanelView Plus 600 Operator interface terminal for entering Station parameters and 3) will have a wireless broadband interface to the Main Control Station.

These services shall be performed by Systems Interface Inc (“the Consultant”) for the City of Marysville’s (“the City”) Telemetry Systems.

These services (Year 2008) shall include:

- I. Monthly Status/Progress Reports via e-mail reports or meetings at the City. Monthly action reports. Monthly invoices.
- II. Complete Radio Site Survey for all Fresh Water Sites to determine actual conditions will continue. The report will be generated utilizing Radio Survey Software and will additionally include actual site-to-site test results. Reservoir sites without radios will be included.

Testing will be done with 900Mhz unlicensed Esteem 195ES radio at 1 Watt.

- III. Site survey of all Fresh Water Sites to check actual site conditions vs. the electrical drawings and other documentation in the City’s possession. This survey will determine the actual implementation required to bring each station up to the new Marysville “Fresh Water Station Standard”. This survey will include a list of upgrades required at each site to bring the Fresh Water Sites up to the new standard (such as door limit switches, smoke alarms, etc).

As a result of this survey, budgets will be prepared, and all required modifications would be documented, such as location of new panels, modifications of existing panels, modifications to existing wiring, etc.

- IV. Depending on the requirements at the individual water stations, electrical schematics will be updated, new control panels will be manufactured to replace existing panels, existing panels will be modified and field modifications will be made to bring the pump stations up to the “Fresh water Station Standard”.

Consultant will be responsible for all site installation work (via shop techs, or Electrical Contractors) of the telemetry panels and Wireless equipment. Installation of poles for antenna’s, trenching, outdoor conduit runs, paving, etc. will be the responsibility of the City of Marysville.

Assistance from, and co-ordination with, the City will be required to maintain operation or bypass of fresh water Stations during switch over of the individual stations.

New Instrumentation or field devices or sensors or installation of same, that may be recommended as part of the site surveys was not included in the budgetary estimate for this project.

The City will assist in installation, testing and commissioning of all radios before any sites are upgraded with new control panels. (i.e. Sites will not switch over to new control panels until after radios have been installed and tested.

City of Marysville – City-Wide Wireless & Telemetry System Upgrade
Exhibit B – Scope of Services

- V. Commissioning and start up assistance as required to commission the individual Fresh Water stations as they are brought back on-line.

The following Fresh Water Stations will fall under this contract:

1. Smokey Point Pressure Station.
 - a. This site will not be upgraded.
 - b. Pressure for the Zone will be provided by Pressure Transmitter at Stillaguamish Treatment Plant.

2. Edward Springs Booster Station.

This station has been a backup to the Stillaguamish Treatment Plant. (It compensates for low PSI “Fire Flow”). The telemetry panel calls for lead and lag pumps based upon Smokey Point pressure and controls the butterfly valve automatically. It may be modified to operate based on the Stillaguamish Treatment Plant pressure (PSI) or to provide water to the new 327 Zone Reservoir (under separate contract). Generator operation is automatic and not part of the telemetry control. The upgrade may require an SLC programmable controller rather than a Micrologix 1100. Our proposed scope of supply includes:

 - a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. Change orders with other projects will provide a local fiber optic network.
 - f. Radio connection will be to Stillaguamish Treatment Plant, possibly via Wade Road.
 - g. On-site startup, testing, & commissioning services as required. Some work at this station is covered by the Well 1 & 2 upgrade project. Co-ordination with the City will be required.

3. Edward Springs Treatment Plant.
 - a. This plant will require an SLC. Some work at this facility is covered by the “Well 1 and 2 project”
 - b. Change orders with other projects will provide a local fiber optic network.
 - c. Radio connection will be to Stillaguamish Treatment Plant, possibly via Wade Road.

4. Edward Springs 327 Zone Reservoir.
 - a. This work is being done under a separate contract.
 - b. Change orders with other projects will provide a local fiber optic network, with mast and radio on top of the Reservoir.
 - c. Radio connection will be to Stillaguamish Treatment Plant, possibly via Wade Road

5. Lake Goodwin Reservoir and Pump Station.
 - a. Site under design consideration by RH2
 - b. Work will be being done under a separate contract

6. 88th Street Tulalip Tribes Intertie.

The present telemetry panel no longer controls the flow control valve. The flow is controlled by Tulalip Tribes equipment in a separate vault. Reference SII jobs S02C06 and S02L06. Our proposed scope of supply includes:

 - a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.

City of Marysville – City-Wide Wireless & Telemetry System Upgrade

Exhibit B – Scope of Services

- d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
7. Soperwood Snohomish PUD Intertie.

The present telemetry panel is monitor only. Data is transmitted to the PUD via RS-232 and ASCII text. Co-ordination w/PUD will be required for any modifications. Our proposed scope of supply includes:

 - a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
 - f. The Vault is PUD property, the City will need to co-ordinate access, conduit, & Radio Mast installation (RS-232 and Modbus may be an option).
8. Getchel Reservoir.

The present telemetry panel is for monitoring only. The altitude valve is controlled by a float switch and a relay from the float provides the pre-overflow alarm input. This reservoir if filled from the Everett-Marysville intertie. (Possibly good site for Broadband Radio and will need for 2007, panel upgrade in 2008). Our proposed scope of supply includes:

 - a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. City to provide 40ft fiberglass pole for radio, if site testing confirms height. Taller tower maybe required.
 - f. On-site startup, testing, & commissioning services as required.
9. Cedarcrest Reservoir and Pump Station.

The telemetry panel controls the pumps and the inlet altitude valve. The inlet valve is controlled to maintain the reservoir level. The pumps are started by the level of he Highway 9 reservoir. UP to two pumps may be started. Loss of the signal from the Highway 9 reservoir shuts down the pumps to prevent overspill. The Highway 9 level data are transmitted to the local telemetry panel from headquarters. (Possible site for radio upgrade in 2007, with Control Panel upgrade in 2008). Our proposed scope of supply includes:

 - a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
 - f. A smoke alarm does not exist. At the request of the City of Marysville, a smoke alarm may be added. This work will be under a separate contract or a change order.
10. Highway 9 Reservoir and Well.

The present telemetry panel is for monitoring only. The pump is manually started and stopped. Chlorination is also manually controlled from the chlorination building. The reservoir level is used by the Cedar Crest pump station as a signal to start and stop the pumps to maintain reservoir level. Our proposed scope of supply includes:

City of Marysville – City-Wide Wireless & Telemetry System Upgrade
Exhibit B – Scope of Services

- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. Coordination with the City and Snohomish County to mount 900Mhz radio on SERS tower.
 - f. On-site startup, testing, & commissioning services as required.
11. Hewitt Ave. Everett Intertie Flow Control Station.
The present telemetry panel controls the flow control valve. The flow setpoint is transmitted from headquarters. Data from this station is provided to the City of Everett Rugid7 via RS-232 and ASCII text. Any modifications to this station will require co-ordination with the City of Everett. Our proposed scope of supply includes:
- a. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - b. Factory testing of all components at our facility in Bothell, Washington.
 - c. Installation of the new panels at the site, including conduit.
 - d. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - e. On-site startup, testing, & commissioning services as required.
 - f. Two options under consideration for this station are 1) Communication to the City of Everett via RS-232 and Modus and 2) Addition to the existing Phoenix Wireless I/O link between the WWTP & WPCF.
12. South System Pressure Station aka Public Works Shops Pressure
The existing Master Telemetry Panel with Rug9 currently reads the pressure transducer. This will be replaced with a Micrologix 1100. Rug9 will be removed, and redundant SCADAAlarm Dialer provided (as part of the WWTP SCADA PC); chart recorders, flow totalizers, etc. will be removed. Our proposed scope of supply includes:
- g. Development of a complete set of electrical schematics, panel layout drawings, and bill of materials for all SII supplied equipment.
 - h. Factory testing of all components at our facility in Bothell, Washington.
 - i. Installation of the new panels at the site, including conduit.
 - j. All required programming including the PLC at the Remote Telemetry Unit and the Headquarters SCADA system (Wonderware and SCADAAlarm).
 - k. On-site startup, testing, & commissioning services as required.

**City of Marysville – City-Wide Wireless & Telemetry System Upgrade
Exhibit B – Scope of Services**

City Property and Miscellaneous Sites:

Design and implementation of a Wireless City-Wide Telemetry network for all Fresh Water and Sewer Lift Station sites will require installation of radios at various sites that are owned or accessible by the City.

The following Radio Sites will fall under this contract:

1. Public Works Radio Tower (Pole): Completed.
2. Comfort Park Water Tower.
3. SERS Tower at Public Safety Building.
4. SERS Tower at SR-9 Reservoir Site.

The following Radio Sites will not fall under this contract, but should be considered with future projects (or ones in process):

5. SERS Tower at Mt. Jordan
6. Radio Tower at Lake Goodwin (maybe be same as Mt. Jordan site?) – yet to be field tested, and maybe done under separate contract (under design by RH2).
7. Fire Station near Stillaguamish Plant: Radio on building or separate tower at or over 70' would improve radio signals on North Marysville area.
8. Fire Station at Sunnyside Reservoir: Radio on building would allow site to go directly to fiber optic.
9. Future Fire Stations to provide for future Sewer stations in local area.

TIME AND PERFORMANCE

The Consultant will coordinate with the City all site visits and will schedule all upgrade electrical work at a convenient time for both the Consultant and the City.

The Consultant shall not be held responsible for delays occasioned by factors beyond its control that could not reasonably have been foreseen at the time of the execution of the Agreement.

PAYMENT

Payment to the Consultant shall be as follows:

Invoices shall be made monthly with status report for all material purchased and services performed. Invoices shall include sales tax. Total Payments shall be NTE \$400,000 in 2007 and \$350,000 in 2008. Payment will be made at the Consultant's hourly billing rates shown below for all Consultants personnel working directly on the project, plus direct expenses incurred in the work. Invoices shall be the total hourly billing rates by personnel classification will be as follows:

Work Classification	Base Cost	Overhead & Profit Mult.	Total
Project Manager	\$33	2.88	\$95.00 / hr
Senior Programmer	\$33	2.88	\$95.00 / hr
Programmer / Field Technician	\$29	2.93	\$85.00 / hr
Fabrication Technician	\$21	3.09	\$65.00 / hr
Computer Aided Drafter	\$21	3.09	\$65.00 / hr
Administrative Assistant	\$15	3.0	\$45.00 / hr

Job expenses (such as mileage and meals) will be billed to the City at actual cost plus 10% to cover administration and overhead.

The City shall pay the Consultant in the amounts specified above for the services performed under this Agreement. Such payment shall constitute full and complete payment by the City under this Agreement, and shall include payment for costs, expenses, and profit.

**City of Marysville – City-Wide Wireless & Telemetry System Upgrade
Exhibit B – Scope of Services**

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Interlocal With Everett for Mobility and Access Update	AGENDA SECTION: Consent
PREPARED BY: Kevin Nielsen, City Engineer	AGENDA NUMBER:
ATTACHMENTS: <ul style="list-style-type: none"> • Scope of Work • Interlocal 	APPROVED BY: 
	MAYOR CAO
BUDGET CODE: 30500030.563000 R0603	AMOUNT: \$14,200

The Everett Freight Mobility and Access Study was a joint study by the City of Everett and the Port of Everett to identify the future transportation needs for rail and road freight and then to identify and evaluate the benefits of specific freight mobility improvement projects. The study was completed in 1998 and was used for evaluating projects under the region-wide criteria developed by the Freight Mobility Advisory Committee (FMAC) and subsequently for funding applications under the Freight Mobility Strategic Investment Board (FMSIB).

The Everett Freight Mobility and Access Study needs to be updated. The transportation needs for freight movements in the Everett area have changed significantly in the past decade and most of the projects recommended in the 1998 report have been completed or are under construction.

The updated study will evaluate Smith Island Access Alternatives. These alternatives will include upgrading the existing I-5/SR-529 partial interchange to a full interchange. This in turn will improve access into Marysville. This study could provide for alternative funding mechanisms to complete the upgrading to the downtown access.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the Interlocal with Everett for an update to Everett Area Freight Mobility & Access Study.

COUNCIL ACTION:

Everett Freight Mobility & Access Study Update
Engineering & Public Services

Everett Area Freight Mobility & Access Study Update - Scope of Work

Introduction

The Everett Freight Mobility and Access Study was a joint study by the City of Everett and the Port of Everett to identify the future transportation needs for rail and road freight and then to identify and evaluate the benefits of specific freight mobility improvement projects. The study was completed in 1998 and was used for evaluating projects under the region-wide criteria developed by the Freight Mobility Advisory Committee (FMAC) and subsequently for funding applications under the Freight Mobility Strategic Investment Board (FMSIB)

The Everett Freight Mobility and Access Study needs to be updated. The transportation needs for freight movements in the Everett area have changed significantly in the past decade and most of the projects recommended in the 1998 report have been completed or are under construction.

The following tasks are proposed to prepare the *Everett Freight Mobility and Access Study Update*.

Task 000 – Project Management

010 – Kick-off Meeting –

The consultant will organize a kick-off meeting with the City and Port to review the project schedule, identify data sources, and identify potential stakeholders.

020 – Client Meetings –

The consultant will facilitate three (3) progress meetings with the City and Port to review the project findings

020 – Monthly Reports / Invoices –

The consultant will prepare and submit monthly progress reports and invoices.

Task 100 – Data Collection and Document Review

110 – Collect data and review reports from City of Everett

The consultant will collect and review relevant data and reports from the City of Everett, including but not limited to:

- Everett Freight Mobility & Access Plan (1997-1998)
- City of Everett Transportation Element of the Comprehensive Plan
- City of Everett Six Year Transportation Improvement Plan
- City of Everett GIS and aerial photo data
- City of Everett's Downtown Plan
- City of Everett Shoreline Public Access Plan
- Port Gardner Wharf (North Marina Redevelopment EIS)
- Preliminary Development Plans for Jeld-Wen Property (City Comp Plan and Zoning Action in 2007)
- Relevant Development proposals pending
- City FMSIB Grant Applications

Everett Freight Mobility & Access Study Update
Engineering & Public Services

120 – Collect data and review reports from Port of Everett

The consultant will collect and review relevant data and reports from the Port of Everett, including but not limited to:

- Port of Everett Comprehensive Scheme of Harbor Improvements (1995)
- Draft Port Marine Terminals Master Plan
- Port of Everett 5-year Capital Improvement Program 2007-2011 (the 2008-2012 CIP to be adopted prior to the end of November)
- other relevant documents (Port Baywood Property); Port Riverside Business Park Supplemental EIS

130 – Collect data and review reports from other sources

The consultant will collect and review relevant data and reports from other sources, including but not limited to:

- City of Marysville HDR I-5 / 4th Street Interchange Improvement Study

140 – Stakeholder Interviews

The consultant will conduct up ten (10) interviews with freight stakeholders, including manufacturers, shippers, the BNSF, WSDOT, and trucking companies, to obtain data to estimate future freight movements.

Task 200 – Evaluate Road Freight Corridors & Access

The consultant will prepare analyses for each identified truck corridors and provide evaluations including:

- Preliminary design and construction cost estimates
- Evaluate Right of Way requirements and constructability
- Determine freight mobility and access benefits, in terms of truck and freight (tonnage) travel time savings, safety improvements, and general environmental impacts

The following road corridors will be analyzed:

210 – Evaluate Smith Island Access Alternatives

- I-5 / SR529 Interchange including:
 - upgrade from half to full interchange
 - improving Marysville access/entry via State Street
- I-5 / 12th Street Interchange

220 – Evaluate West Marine View Drive to Rucker (new SR 529 Corridor)

- Phase 1
 - WMVD & Pacific intersection improvements
 - Pacific & Rucker intersection improvements
 - Rucker & 41st intersection improvements
- Phase 2
 - WMVD to Rucker realignment
 - Reclassification of Everett Avenue

230 – Evaluate I-5 / EMVD Interchange Completion

- Upgrade SB I-5 to EMVD and EMVD to NB I-5 from half to full interchange
- Upgrade EMVD / SR 529 Interchange including clearance under SR 529

Everett Freight Mobility & Access Study Update
Engineering & Public Services

240 - Evaluate SR 526 Freeway Extension Concept

- Phase 1 – two road extension from I-5 to SR-2
- Phase 2 – four lane freeway I-5 to SR-2

Task 300 – Evaluate Rail Freight Corridors and Access

The consultant will prepare analyses for each identified rail freight corridor and provide evaluations including:

- Preliminary design and construction cost estimates
- Evaluate Right of Way requirements and constructability
- Determine freight mobility and access benefits, in terms of travel time savings at rail crossings, safety improvements, and general environmental impacts

The following rail freight corridors will be analyzed:

310 - Lenora Street Overcrossing

320 – East Everett Avenue Overcrossing

330 – East Pacific Avenue Overcrossing

340 - Additional rail spur to Port Marine Terminal Facilities

350 - Mt. Baker Terminal rail service

Task 400 - Reports and Presentations

410 - Develop Freight Mobility Project List

The consultant will prepare a priority list of freight mobility projects by:

- Review evaluations of truck and rail projects
- Prepare evaluation of potential funding sources
- Conduct workshop with City and Port to prioritize projects

420 - Prepare Draft Summary Report

The consultant will prepare a draft report of the *Everett Freight Mobility and Access Update* including:

- Review status of the 1998 study projects
- Describe new challenges and opportunities
- Update the Road Freight Evaluations and Project List
- Update the Rail Freight Evaluations and Project List
- Summarize project lists and potential funding
- Recommended Action Plan and project list
- Update FGTS designations on freight corridors

430 - Prepare Project Fact Sheets

The consultant will prepare color fact sheets in 11” x 17” format suitable for attachments for funding applications including:

- Project concept plan
- Probable project lead agency
- Freight mobility and other benefits
- Estimated project costs
- Preliminary environmental issue list

Everett Freight Mobility & Access Study Update
Engineering & Public Services

420 – Submit and Present Final Summary Report

The consultant will prepare a final report of the *Everett Freight Mobility and Access Study Update* based on comments from the clients. The consultant will prepare a Powerpoint Presentation for:

- City and Port staff review (up to 2 meetings)
- City Council and Port Commission (up to 2 meetings)
- Other Agencies, such as WSDOT, FMSIB, City of Marysville (up to 2 meetings)

Study Schedule

The Everett Freight Mobility and Access Study Update will be completed within six (6) months of a notice-to-proceed.

Interlocal Agreement between City of Everett and City of Marysville relating to Engineering Study for Everett Area Freight Mobility & Access

This Agreement is entered into by and between the City of Everett, a first-class charter city organized under the laws of the State of Washington (“Everett”), and the City of Marysville, a non-charter code city organized under the laws of the State of Washington (“Marysville”) on this ____ day of November, 2007.

Whereas, Everett and Marysville jointly recognize that the efficient movement of freight is beneficial to the local economy; and

Whereas, Everett and Marysville both have freight critical access issues along the I-5 corridor adjacent to Smith Island that require freight mobility access; and

Whereas, an Everett Area Freight Mobility & Access Study, completed in 1998, was a useful and beneficial tool in improving our area’s freight mobility infrastructure; and

Whereas, the City of Everett has expressed an interest in updating the Everett Area Freight Mobility & Access Study; and

Whereas, the City of Marysville has expressed an interest in collaborating with the City of Everett and Port of Everett in updating the study; and

Whereas, both Everett and Marysville wish to proceed with a study updating Everett Area Freight Mobility & Access; and

Whereas, both Cities are authorized to contract for and obtain benefit from engineering consultant services; and

Whereas, the Interlocal Cooperation Act, Chapter 39.34 RCW allows government agencies to cooperate on the basis of mutual benefit and contract with each other to jointly pay for consultant services; and

Whereas, Everett is prepared to enter into a contract with a consultant to perform the engineering study and Marysville has reviewed and approved the choice of the consultant and the consultant’s scope of work; and

Whereas, Everett and Marysville acknowledge the mutual benefit and efficiency of pooling their resources to pay an engineering consultant to perform an engineering study;

NOW, THEREFORE the parties agree:

1. **Purpose.** The purpose of this Agreement is to identify the parties’ mutual obligations with respect to undertaking the engineering study updating the Everett Area Freight Mobility & Access study within the city limits of the City of Everett and the City of Marysville.
2. **Consultant’s Scope of Work.** The consultant’s scope of work involves an engineering study analyzing and updating the Everett Area Freight Mobility & Access study. A copy of the consultant’s agreement and scope of work are referenced as Attachment A.

3. **Manner of Payment of Costs.** The City of Everett and the Port of Everett shall each pay forty five percent (45%) of the cost of the consultant's services and the City of Marysville will pay ten percent (10%) of the cost of the consultant's services performing the engineering study which such cost is specified in Attachment A. In the event there are any requested modifications or changes to Attachment A that add to the cost of the consultant's services, such modifications or changes are subject to the mutual agreement of both the City of Everett and the City of Marysville.
4. **Study Administration.** The City of Everett shall administer the consultant contract for the study. No costs from this contract administration by the City of Everett shall be billed against the engineering study or reimbursed by the City of Marysville. Notwithstanding that the City of Everett shall have responsibility for administration of the consultant contract, the City of Marysville shall be notified of and allowed to participate in meetings that the City of Everett has with the consultant.
5. **Payment.** The City of Everett shall promptly forward a copy of every invoice from the consultant contractor related to the engineering study. The City of Marysville shall pay to the City of Everett ten (10) percent of the total amount of each such invoice within 15 days after receipt of such invoice.
6. **Product of the Study.** The City of Everett shall provide a draft copy of the resulting engineering study to the City of Marysville within 15 days of receiving said report from the consultant. The City of Everett shall arrange for a meeting between the City of Everett, the City of Marysville and the consultant to discuss the draft engineering study prior to that study becoming final.
7. **Duration.** This Agreement shall be in effect as of the date of its execution until December 31, 2008, unless sooner terminated as provided herein.
8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by Everett or Marysville during the term of this Agreement and for three (3) years after its termination.
9. **No Third Party Rights.** Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of Everett or Marysville, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
10. **Indemnification.** Each party shall defend and indemnify the other party, its officers, agents, and employees from any and all judgment, claims, actions, suits, liability, loss costs, expenses, including reasonable attorney's fees, and damages of any nature, arising out of that respective party's negligent action in the performance of this Agreement.
11. **Termination.** Subject to the Survival provisions of this Agreement in Section 12, below, each party may terminate this agreement upon thirty (30) days' written notice to the other party.
12. **Survival.** The obligation to make payment in Section 5, to provide the product of the study in Section 6 and to allow for audit and inspections in Section 8 shall survive the termination of this Agreement.

13. **Notices.** All notices pursuant to this Agreement shall be given in writing and delivered by U.S. mail or delivered in person to the following:

City of Marysville

Attn: Kevin Nielsen, P.E.
City Engineer
Public Works
1049 State Avenue
Marysville, WA 98270

City of Everett

Attn: Ryan L. Sass, P.E.
City Engineer
Engineering & Public Services
3200 Cedar Street
Everett, WA 98201-4516

14. **Entire Agreement.** This Agreement, together with any attachments or exhibits, represents the entire and integrated agreement between Everett and Marysville.

15. **Amendment/Modification.** This Agreement may be amended or modified only by a written instrument signed by both parties.

16. **Statutory Provisions.**

A. **Recording.** Upon execution, a fully executed original of this Agreement to be filed with the Snohomish County Auditor or, alternatively, listed on the respective web sites of Everett and Marysville, pursuant to RCW 39.34.040.

B. **No Legal or Administrative Entity.** There shall be no separate legal or administrative entity created by this Agreement.

C. **No Financing or Separate Budget.** Everett and Marysville shall each, respectively pay the consulting costs as specified in Section 3 above. There shall be no interlocal financing or separate budget for this joint undertaking.

D. **No Acquisition of Property.** This Agreement does not provide for the acquisition of property so there are no required property disposition provisions.

WHEREFORE, the City of Everett and City of Marysville have executed this Agreement on the dates set forth below.

CITY OF EVERETT

CITY OF MARYSVILLE

By: Ray Stephanson, Mayor
Dated: _____

By: Dennis Kendall
Dated: _____

Attest:

Approved As To Form:

Sharon Marks, City Clerk

City of Marysville Attorney

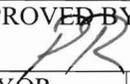
Approved as to Form:

Elmer E. "Ned" Johnston, City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Lakewood Triangle Access Project R0604 Funding Source Authorization	AGENDA SECTION: New Business
PREPARED BY: Allena Olson, Financial Analyst	AGENDA NUMBER:
ATTACHMENTS: Loan Contract	APPROVED BY: 
	MAYOR CAO
BUDGET CODE: 30500030.563000 R0604	AMOUNT: \$1,000,000

The City of Marysville has successfully secured a low interest pre-construction loan from the State Public Works Board to help fund the design of the Lakewood Triangle Access Project. This is a 5 year \$1,000,000 loan with an interest rate of 0.5% per annum on the outstanding principal balance.

The Lakewood Triangle Access Project will establish an alternate point of access into and out of the Lakewood Triangle; this will provide congestion relief to the existing route, reduce I-5 traffic volumes, improve emergency response times, and is key to expansion of the arterial network in the greater North Marysville area.

RECOMMENDED ACTION: Public Works Staff recommends City Council authorize the Mayor to sign the loan agreement with the Washington State Public Works Board for the Lakewood Access Project.
COUNCIL ACTION:

**PUBLIC WORKS TRUST FUND
PRE-CONSTRUCTION LOAN AGREEMENT**

**NUMBER PR08-951-056
City of Marysville**

PART I: ENTIRE AGREEMENT

This agreement, and incorporated attachments contains all terms and conditions agreed to by the WASHINGTON STATE PUBLIC WORKS BOARD (referred to as the "BOARD") and the City of Marysville (referred to as the "BORROWER") and no other statements or representations, written or oral, shall be deemed a part thereof. This contract includes ATTACHMENT I: SCOPE OF WORK, which consists of a description of local project activities, certification of the project's useful life, estimated project costs and fund sources; and ATTACHMENT II: ATTORNEY'S CERTIFICATION. These attachments are, by this reference, incorporated into this agreement as though set forth fully herein.

The PUBLIC WORKS BOARD and the BORROWER have executed this agreement as of the date and year last written below.

PUBLIC WORKS BOARD

BORROWER

Kelly Snyder, Assistant Director

Signature

Date

Print Name

Title

APPROVED AS TO FORM ONLY

This 3rd Day of January, 2008

Rob McKenna
Attorney General

Date

Federal Taxpayer Identification Number

By: Signature on File

Kathryn Wyatt
Assistant Attorney General

PART II: INTRODUCTION

This loan agreement is made and entered into by and between the BOARD, or its successor, and the BORROWER.

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the BORROWER a Public Works Trust Fund loan for an approved public works project.

PART III: PURPOSE

The BOARD and the BORROWER have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the BORROWER and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the BORROWER a sum not to exceed \$ 1,000,000.00. The interest rate shall be 0.50 % per annum on the outstanding principal balance. The term of the loan shall not exceed 5 years, with the final payment due July 1, 2013.

The BOARD may extend the term limit of the Pre-Construction project to twenty years when the jurisdiction demonstrates that construction for this project will occur. The BORROWER must provide written documentation of construction funding commitment before the first principal payment is due.

4.02 Eligible Project Costs and Local Project Share

Eligible project costs must consist of expenditures eligible under WAC 399-30-030 and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. Only those costs incurred after execution of this loan agreement can be reimbursed with Public Works Trust Fund monies.

The BORROWER pledges to use an amount of local funds as local project share of not less than 15.0% of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK. The amount of the local funds will be verified at project closeout. Expenditures made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project closeout may be used as match for local project share. Any increase in the percentage of local funds may require an adjustment in the loan amount or interest rate charged, or both. The interest rate adjustment will apply to the remaining payments beginning the fiscal year

of closeout. The BORROWER agrees to execute the Certified Closeout Amendment as an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection, loan repayment, and legislative appropriation. If funding or appropriation is not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds become available. Therefore, subject to the availability of funds, warrants shall be issued to the BORROWER for payment of allowable expenses incurred by the BORROWER while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed 85.00% of the eligible actual project costs. The BORROWER shall initiate a loan disbursement using a Washington State Invoice Voucher form. The loan funds will be disbursed to the BORROWER as follows:

Upon formal execution of this agreement, a sum not to exceed seventy-five percent (75%) of the approved Public Works Trust Fund loan may be disbursed to the BORROWER.

At the time of project completion, a Certified Closeout Amendment, (refer to Section 4.17 for Certified Closeout Amendment), shall be submitted to the BOARD by the BORROWER certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall bring the total loan to the lesser of 85.00% of the eligible project costs or the total of \$1,000,000.00. The Certified Closeout Amendment shall serve as a contract amendment determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Certified Closeout Amendment indicate that the BORROWER has received Public Works Trust Fund monies in excess of 85.00 % of eligible costs, all funds in excess of 85.00 % shall be repaid to the Public Works Assistance Account by payment to the Department of Community, Trade and Economic Development, or its successor, within 30 days of submission of the Certified Closeout Amendment.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the BORROWER shall accrue to the benefit of the BORROWER and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan, or
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The BORROWER shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles. In event of

termination, all principal, interest earned on invested loan principal, and accrued interest payable shall be repaid in full within 30 days by the BORROWER.

4.05 Time of Performance

The BORROWER shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three (3) months after loan agreement execution, and reach project completion no later than twenty-four (24) months after the date of agreement execution.

Failure to meet Time of Performance shall constitute default of this agreement. In the event of extenuating circumstances, the BORROWER may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

4.06 Repayment

Loan repayment installments are due on July 1st of each year during the term of the loan. The first loan repayment is due July 1, 2009. Interest only will be charged for this payment if a draw is made prior to this date. All subsequent payments shall consist of principal and accrued interest due on July 1st of each year during the remaining term of the loan.

Repayment of the loan under this agreement shall include an interest rate of 0.50 % per annum based on a 360 day year of twelve 30 day months. Interest will begin to accrue from the date each warrant is issued to the BORROWER. The final payment shall be on or before July 1st, 2013 of an amount sufficient to bring the loan balance to zero.

The BORROWER has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The BORROWER will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Community, Trade and Economic Development, or its successor.

4.07 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project closeout if the repayment of loan funds in excess of eligible costs are not repaid within 30 days as provided for in Section 4.03.

The BORROWER acknowledges and agrees to the BOARD'S right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the BORROWER of such delinquency.

The BORROWER shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

4.08 Loan Security

This loan is a general obligation of the BORROWER.

Nothing in this section shall absolve the BORROWER of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.09 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the BORROWER and of persons, firms, or organizations with which the BORROWER may contract, involving transactions related to this project and this agreement.

The BORROWER agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project closeout. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.10 Reports

The BORROWER, shall furnish the BOARD with quarterly progress reports, a Certified Closeout Amendment and other periodic reports at such times and on such forms as the BOARD may require, pertaining to the activities undertaken pursuant to this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.13.

4.11 Indemnification

The BORROWER will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the BORROWER or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the BORROWER, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.12 Amendments, Modifications, Assignments, and Waivers

BORROWER may request an amendment to this agreement, which does not increase the amount of the loan, for the purpose of modifying the ATTACHMENT I: SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. Neither this agreement nor any claims arising under this agreement may be transferred or assigned by the BORROWER without prior written consent of the BOARD. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing. No amendment or modification shall take effect until approved in writing by both the BOARD and the BORROWER and attached hereto.

4.13 Termination for Cause

If the BORROWER fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall notify the BORROWER in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the BORROWER's obligation to repay the unpaid balance of the loan.

4.14 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the BORROWER. Nothing in this section shall affect BORROWER obligations to repay the unpaid balance of the loan.

4.15 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.16 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.17 Project Completion and Certified Closeout Amendment

The BORROWER shall initiate a Certified Closeout Amendment when activities identified in ATTACHMENT I: SCOPE OF WORK are complete. The BOARD will supply the BORROWER with the Certified Closeout Amendment documents upon request.

The BORROWER shall provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.

4. Provide status of performance measures identified in ATTACHMENT I: SCOPE OF WORK.
5. In accordance with Section 4.03 of this agreement, the BORROWER will submit, together with the Certified Closeout Amendment, a request for a sum not to exceed the loan amount or refund of any excess loan funds. Any final disbursement shall not occur prior to the completion of all project activities.
6. Repayment of excess loan funds disbursed to the BORROWER must be made within 30 days of completion of the Certified Closeout Amendment.

4.18 Contractor Requirement

The BORROWER shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

4.19 Audit

Audits of the BORROWER'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the BORROWER.

4.20 Project Signs

If the BORROWER displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.21 Nondiscrimination Provision

During the performance of this contract, the BORROWER shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the BORROWER'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the BORROWER may be declared ineligible for further contracts with the BOARD. The BORROWER shall, however, be given a reasonable time in which to cure this noncompliance.

4.22 Historical and Cultural Artifacts

Borrower agrees that Borrower is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Borrower's public works project funded under this agreement.

In addition to the requirements set forth in this agreement Borrower shall, in accordance with Executive Order 05-05, coordinate with DAHP, including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed public works project. Borrower agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this agreement.

Borrower agrees to furnish to the Board copies of any monitoring plan or agreement arising from Borrower's coordination and consultation with DAHP or an affected tribe.

Failure by Borrower to fully comply with the requirements set forth in this provision to the satisfaction of the Board shall result in a suspension of loan disbursements or termination of this agreement if not timely cured.

4.23 Competitive Bidding Requirements

The BORROWER shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

PART V: SPECIAL CONDITIONS

None

ATTACHMENT 1: SCOPE OF WORK

PUBLIC WORKS TRUST FUND

PRE-CONSTRUCTION LOAN PROGRAM

PR08-951-056

City of Marysville

Loan Term: 5

Project Title: *Lakewood Triangle Access*

Scope of Work:

Pre-construction activities for this project will be accomplished in two phases, Phase 2A and Phase 2B.

Phase 2A includes public outreach, funding assistance, topographical and boundary surveys, geotechnical investigations, corridor-level environmental site assessments (ESA), a cultural and historical resources study, a wetland study, air quality analysis, noise analysis, biological assessments, environmental/permitting agency relocation plans, ROW true cost estimate, NEPA documentation and approval, SEPA documentation and approval, and WSDOT coordination and approval.

Phase 2B will include public outreach, funding assistance, final civil/roadway design, final traffic control/constriction phasing/access management design, final structural/bridge design, contract plans, contract specifications, final cost estimate, environmental permits and approvals, ROW acquisition, and ad, bid, and award.

SCOPE OF WORK

PR08-951-056

Page 2

Estimated Project Costs:

COST CATEGORY	BUDGET
Engineering Report	\$ 272,091.00
Environmental Review	\$ 116,275.00
Historical Review (Section 106 or 05-05)	\$ 15,000.00
Land/ROW Acquisition	\$ 0.00
Permits	\$ 73,000.00
Public Involvement/Information	\$ 19,000.00
Bid Documents	\$932,413.00
Construction	\$0.00
Other Fees	\$0.00
Contingency	\$0.00
Other:	\$ 0.00
Other:	\$ 0.00
Other:	\$ 0.00
Other:	\$0.00
<i>TOTAL ESTIMATED COSTS</i>	<i>\$1,427,779.00</i>

SCOPE OF WORK

PR08-951-056

Page 3

Anticipated Funding Sources:

Type of Funding	Source	Budget Amount
<i>Grants</i>		
Grant #1		\$0.00
Grant #2		\$0.00
Grant #3		\$0.00
Other Grants (list sources)		\$0.00
Total Grants		0.00
<i>Loans</i>		
This PWTF Loan Request	Public Works Board	\$1,000,000.00
Other Loan #1		\$0.00
Other Loan #2		\$0.00
Other Loans (list sources)		\$0.00
Total Loans		\$1000000.00
<i>Local Revenue</i>		
Source #1	GMA Street fund	\$427,779.00
Source #2		\$0.00
Source #3		\$0.00
Other Local Revenue (list sources)		\$0.00
Total Local Revenue		\$427,779.00
Other Funds		\$0.00
Total Other Funds		\$0.00
<i>Summary Totals</i>		
Total Funding		\$ 1,427,779.00

Calculating Local Percentage:

(Note: Please exclude any expansion/growth costs and funding **before** calculating the local percentage.)

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Percentage: } \underline{15.0\%}$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of	2%
Ten percent (10%)	for a loan interest rate of	1%
Fifteen percent (15%)	for a loan interest rate of	0.5%

ATTACHMENT II: ATTORNEY'S CERTIFICATION

Public Works Trust Fund

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Marysville

(the BORROWER); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The BORROWER is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the BORROWER from repaying the Public Works Trust Fund loan extended by the DEPARTMENT with respect to such project. The BORROWER is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the BORROWER.

Signature of Attorney

Date

Name

Address

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Snohomish County Volunteer Search and Rescue Training Facility Use Agreement	AGENDA SECTION: New Business	
PREPARED BY: Jeff Goldman, Lieutenant	AGENDA NUMBER:	
ATTACHMENTS: Copy of Outside Entity Release, Hold Harmless & Indemnification Agreement	APPROVED BY: Richard Smith, Chief of Police	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Snohomish County Volunteer Search and Rescue (SCVSAR) owns and utilizes land located at 5506 Old Machias Road, Snohomish, WA for use as a training facility. This training facility includes an outdoor area obstacle course, which affords users the opportunity to train and evaluate personnel in the area of physical fitness and agility.

Currently the police department Tactical Team does not have access to an adequate training area for the purpose of evaluating and maintaining fitness standards for the unit. With approval by Council, the MPD Tactical Team will be able to utilize the SCVSAR training facility in order to maintain an on-going, mandatory assessment and improvement of fitness standards for tactical team personnel.

The attached Entity Release, Hold Harmless, & Indemnification Agreement document pertains to the release of liability of the Snohomish County Sheriff's Office to allow access to their Physical Agility Course.

There is no cost to the City for the use of this training facility; therefore, there are no budgetary impacts with this Agreement.

This Agreement has been reviewed and approved as to form by the City Attorney's Office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the Snohomish County Volunteer Search and Rescue Training Facility Use Agreement.
COUNCIL ACTION:

OUTSIDE ENTITY RELEASE, HOLD HARMLESS & INDEMNIFICATION AGREEMENT

In consideration of access to and the use of facilities found on the real property commonly known as 5506 Old Machias Road, Snohomish, Washington ("Taylor's Landing"), which real property belongs to Snohomish County Volunteer Search and Rescue, Inc. ("SCVSAR"), including use of the training tower and its fixtures, and other elevations, such as platforms, and of the opportunity to participate with SCVSAR and/or Everett Mountain Rescue Unit, Inc. ("EMRU"), in search and rescue training, including: 1) training involving helicopters; 2) other search and rescue activities, including missions, and 3) transportation to and from such activities (all of which activities and transportation, whether located on or off Taylor's Landing, are collectively referred to herein as search and rescue activities, or "SAR activities"), and as a condition precedent to such access, use and participation, the undersigned entity (the "Entity") does hereby fully release and agree to HOLD HARMLESS, DEFEND AND INDEMNIFY, to include attorneys' fees and costs, SCVSAR, EMRU, and their respective officers, directors, employees, members, participants, agents, trainers, tower instructors, and helicopter crew members, and their heirs, successors and assigns, from and against any and all claims, causes of action, and demands or damages of any kind to the officers, directors, employees, members, participants, agents, trainers, tower instructors and invitees of the Entity (the "Entity Personnel"), arising out of or in connection with the participation of any of Entity Personnel in SAR activities.

The Entity acknowledges that SAR activities present an inherent risk of injury or even death to participants and observers, which dangers arise in a number of circumstances and cannot always be realized in advance. The Entity further acknowledges that neither SCVSAR nor EMRU are responsible for the safety of Entity Personnel while such personnel are on SCVSAR property or during SAR activities. The Entity acknowledges in signing this Indemnity Agreement that without this provision for the protection of their assets and personnel, neither SCVSAR nor EMRU would be willing to permit participation in SAR activities or use of SCVSAR facilities by other groups, entities or individuals.

The undersigned warrants that he is authorized to sign on behalf of and to bind the Entity to this Agreement.

This Agreement shall bind the Entity and its successors and assigns.

This Agreement shall be interpreted in accordance with the laws of the State of Washington. If any part of this Agreement is determined to be invalid under the laws of the State of Washington, the invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

IN WITNESS WHEREOF, this agreement has been duly executed this _____ day of _____, 20____

ENTITY NAME: _____

By: _____
[Signature]

_____ Date

_____ [Print Name]

_____ [Title]

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Resolution Accepting Donation from The Marysville Noon Rotary Club For the 2008 Easter Egg Hunt Event	AGENDA SECTION:	
PREPARED BY: Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: Resolution	APPROVED BY: J. Ballew	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Marysville Noon Rotary Club has contributed \$1500 in funds for the 2008 community Easter Egg Hunt event scheduled for March 22, 2008. Funds will be utilized to purchase eggs and candy for an estimated 3000 participants.

RECOMMENDED ACTION: Staff recommends the City Council accept the donation of \$1500.00 from the Marysville Noon Rotary Club and authorize the Mayor to sign the attached Resolution accepting the gift from our local service club.
COUNCIL ACTION:

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 have made a significant contribution for the 2008 community Easter Egg Hunt for the City of Marysville as the recipient of a gift; and

WHEREAS, said gift was provided by the donors for the purpose of contributing to the purchase of supplies to be donated for the benefit of residents and visitors to the event held at Jennings Memorial Park on March 22, 2008; and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donors intent; and

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

The City of Marysville hereby 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
February, 2008

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

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 QUICEDA CARVERS CLUB have made a significant contribution to assist in combating graffiti and vandalism for the City of Marysville as the recipient of a gift; and

WHEREAS, said gift was provided by the donors for the purpose of contributing to the installation of a new video surveillance system in Jennings Memorial Park for the benefit of residents and visitors to Marysville; and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donors intent; and

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

The City of Marysville hereby accepts the gift from the QUILCEDA CARVERS CLUB subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of February, 2008

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

RESOLUTION – 2 Quilceda Carvers Contribution

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 Space Station Games of Marysville, Washington have made a significant monetary contribution to the Father Daughter Dance Program for the City of Marysville as the recipient of a gift; and

WHEREAS, said gift was provided by the donors for the purpose of contributing to the Father Daughter Dance program event for the benefit of residents and visitors to Marysville. The contribution will significantly reduce the costs to participants attending the program offered by the city; and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donors intent; and

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

The City of Marysville hereby accepts the gift from the Space Station Games of Marysville subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of February, 2008

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

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 Stillaguamish Tribe have made a significant contribution to assist in purchasing furnishings for the Ken Baxter Senior Community Center for the City of Marysville as the recipient of a gift; and

WHEREAS, said gift was provided by the donors for the purpose of contributing to the purchase of new tables and televisions for the benefit of residents and visitors to the Ken Baxter Senior Community Center in Marysville; and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donors intent; and

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

The City of Marysville hereby accepts the gift from the Stillaguamish Tribe subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of February, 2008

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

RESOLUTION – 2 Quilceda Carvers Contribution

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Canine Transfer of Ownership	AGENDA SECTION: New Business	
PREPARED BY: Robb Lamoureux, Commander	AGENDA NUMBER:	
ATTACHMENTS: Canine Transfer of Ownership Agreement	APPROVED BY: Richard Smith, Chief of Police	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

With the completion of 2007 K-9 Officer, John Hendrickson fulfilled his original six-year commitment as a canine handler. He has subsequently returned to patrol and is no longer performing canine handler duties. With City approval, and by Department Policy, Officer Hendrickson has first right of refusal to adopt the retired canine, and as such has expressed his desire to officially adopt K-9 Shadow. Official adoption includes the payment of One Dollar (\$1.00) by Officer Hendrickson to the City of Marysville.

Council action would authorize the Mayor to sign the agreement to transfer ownership of K-9 Shadow to Officer John Hendrickson.

The Ownership Transfer Agreement has been approved as to form by the City Attorney's office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the agreement transferring ownership of K-9 Shadow to Officer John Hendrickson.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE ANNOUNCING
THE RETIREMENT OF K-9 POLICE DOG SHADOW AND THEREFORE
DECLARING THE K-9 POLICE DOG SHADOW TO BE SURPLUS AND
AUTHORIZING THE SALE OF THE K-9 POLICE DOG SHADOW.

WHEREAS, the City is the owner of K-9 Police Dog Shadow and the City has determined that Shadow is to be retired and is no longer needed for further public use or necessity; and,

WHEREAS, the dog has been bonded with one master and for purposes of safety and security and for the well being of the animal, it should remain with Officer Hendrickson; and,

WHEREAS, it is also in the public interest to provide for the retirement and sale of Shadow to Officer Hendrickson;

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

Section 1. The K-9 Police Dog Shadow is hereby declared surplus to the foreseeable needs of the City.

Section 2. It is deemed to be in the public interest for the City to sell the dog to Officer Hendrickson.

Section 3. The Mayor or the Mayor's designee is hereby authorized to sell the dog to Officer Hendrickson.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____ 2008.

CITY OF MARYSVILLE

Dennis L. Kendall, Mayor

Attest:

Tracy Jeffries, City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2008, by and between the City of Marysville, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and John Hendrickson, hereinafter referred to as the "Buyer."

WHEREAS, the Marysville Police Department has one (1) German Shepherd dog known as K-9 Officer Shadow; and

WHEREAS, the City desires to retire K-9 Officer Shadow; and

WHEREAS, Buyer desires to purchase said retired K-9 Officer Shadow;

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom and One Dollar (\$1.00) and other good and valuable consideration received by the City from the Buyer, the parties herein do mutually agree as follows:

1. The City agrees to assign, convey and transfer all rights, title and interest in the dog known as K-9 Officer Shadow to Buyer.
2. Acknowledgment of Training and Release of Liability. In accepting transfer from the City of the dog known as K-9 Officer Shadow, a German Shepherd, Buyer recognizes that said animal has received training in police canine procedures and tactics, including, but not limited to, attack training and other forms of aggressive conduct, and by acceptance of this animal, Buyer, for and in consideration of the transfer to him of K-9 Officer Shadow, agrees to hold harmless the City of Marysville, the Marysville Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his training as herein described, as well as any other acts of said canine whether or not attributable to such training.

Buyer further agrees to waive any and all claims of liability insofar as the City of Marysville, the Marysville Police Department, its officers, employees and agents are concerned that might arise as a result of his use and/or possession of said animal.

It is further understood by Buyer that, in consideration of this transfer, the City makes no representations concerning the health of the animal, which is transferred "as is" and Buyer assumes all responsibility and obligation for the condition, care and acts, of said animal.

3. Indemnification. Buyer agrees to assume any and all risks from the date first written above and the Buyer further agrees to release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer; provided, however, this paragraph does not purport to indemnify the City against liability for any activities of said canine prior to said transfer date.
4. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.
5. Venue. It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

IN WITNESS WHEREOF, the City and Buyer have executed this Agreement the day and year first above written.

CITY OF MARYSVILLE

BUYER

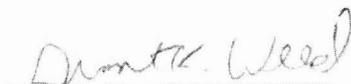
DENNIS KENDALL, Mayor

JOHN HENDRICKSON

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

K-9 Purchase Agreement

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Surplus Items - Various	AGENDA SECTION:	
PREPARED BY: Belinda Beardsley, Business Office Supervisor	AGENDA NUMBER:	
ATTACHMENTS: Resolution declaring certain items to be surplus	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The TEC MA-1650 cash register has been used by the Public Works Administrative and Community Development Departments for receipting since 1996. The functionality of the machine is extremely limited and failing (i.e. limited information on receipts, limited transaction amounts, etc.) and it has been determined that it is no longer useful or needed by the City. The Public Works Administrative and Community Development Staff have recently made the transition to *Accela*, an existing computer program currently utilized for building permits and planning actions, for receipting. Staff has found *Accela* to have far more capability and greater technological advantages than the cash register.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the Resolution declaring these items to be surplus and authorizing the sale or disposal thereof.
COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN ITEM(S) OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

Make	Model	Description	Serial #	Quantity
TEC	MA-1650	Cash Register	6W200230	1

The City is hereby authorized to sell or dispose of the above referenced items in a manner, which in the discretion of the Fleet and Facilities Manager nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____ 2008.

CITY OF MARYSVILLE

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING ORDINANCE 2733
RELATING TO SECTION 2.50.060 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the City is authorized under RCW 42.24 to provide for payment of expenses, material, purchases, and advancements.

WHEREAS, the City wishes to update the travel reimbursement policy to reflect the United States Internal Revenue Service (IRS) guidelines,

WHEREAS, the City wishes to provide a transition period,

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

SECTION 1. MMC 2.50.060 (2), is hereby amended to read as follows:

No payment shall be made for the expenditures described under this section unless the employee incurring the same submits receipts of verification. With respect to meal reimbursement, prior June 30, 2008 reimbursement may be made by submitting receipts of verification or for receipts not submitted reimbursement will not exceed the United States Internal Revenue Service allowance rate. On and after July 1, 2008 reimbursement for meals and incidentals (M&I) will be at the per diem for M&I as approved by the United States Internal Revenue Service allowance rate.

PASSED by the City Council and APPROVED by the Mayor this _____ day of February, 2008.

CITY OF MARYSVILLE

By _____
MAYOR

Attest:

By _____
CITY CLERK

Approved as to from:

By _____
CITY ATTORNEY

Date of publication: _____

Effective Date (5days after publication): _____

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Agreement with Edmonds to provide financial support for the JTTF position.	AGENDA SECTION:	
PREPARED BY: Chief Rick Smith	AGENDA NUMBER:	
ATTACHMENTS: Interlocal Agreement with the City of Edmonds	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$5,397.00	

Currently the City of Edmonds provides (1) FTE to the regional Joint Terrorism Task Force (JTTF). This position works with other Federal, State and Local agencies to provide intelligence and information regarding Homeland Security issues to regional law enforcement agencies. The JTTF also conducts investigations that potentially impact the City of Marysville.

In an effort to continue with a local representative, the City of Edmonds is requesting that Snohomish County Cities share in the cost of their detective. The agreement was modeled after the Snohomish Regional Drug Task Force where agencies pay for the service based upon each jurisdiction's population. The City of Marysville would be responsible for contributing \$5,397.00.

This contribution would continue to ensure that we receive valuable information in a timely manner. The agreement is through the end of 2008. The Police Department should be able to absorb that cost under our current budget. If we are unable to absorb that cost, we would need to request an additional allocation at the end of the 2008.

RECOMMENDED ACTION: Authorize the Mayor to sign the Interlocal Agreement with Edmonds to provide financial support for the JTTF position.
COUNCIL ACTION:



CITY OF EDMONDS

250 5TH AVENUE NORTH • EDMONDS, WA 98020 • (425) 771-0200 • FAX (425) 771-0208

POLICE DEPARTMENT • AN ACCREDITED LAW ENFORCEMENT AGENCY

GARY HAAKENSEN
MAYOR

INTERLOCAL AGREEMENT ESTABLISHING COOPERATIVE FINANCIAL SUPPORT FOR LOCAL JTTF DETECTIVE

This Interlocal Agreement is between the city of Edmonds, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

- | | |
|----------------------|---------------------------|
| City of Arlington | City of Monroe |
| City of Bothell | City of Mountlake Terrace |
| City of Lake Stevens | City of Mukilteo |
| City of Lynnwood | City of Snohomish |
| City of Marysville | City of Stanwood |
| City of Mill Creek | Snohomish County |

WITNESSES THAT:

WHEREAS, the City of Edmonds and the Participating Jurisdictions (hereinafter collectively referred to as the “Parties”) agree it is in their best interests to have a local detective as the Parties’ representative on the Joint Terrorism Task Force – Everett Working Group (hereinafter referred to as “JTTF”); and

WHEREAS, the city of Edmonds has chosen to place one of its Detectives, specifically Detective Alan Hardwick, with the JTTF and has done so for the past 5-1/2 years up to and including the present time; and

WHEREAS, the city of Edmonds has heretofore solely supported the basic salary and benefits of this Detective while so assigned with the JTTF; and

WHEREAS, the Parties agree that it is in the best interests of the Parties and is fiscally responsible to jointly support basic salary and benefits for this Detective while so assigned with JTTF such that no one jurisdiction bears the entire cost; and

WHEREAS, the Parties agree that continuing the services of the Edmonds Detective will best serve the needs of the Parties as the Parties' local representative on JTTF; and

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

WHEREAS, the Parties agree that joint support of Detective Hardwick's basic salary and benefits should begin on January 1, 2008; and

WHEREAS, the Parties agree that each will assume a pro-rata share of that cost on the basis of a population formula as detailed in Appendix "A" herein incorporated, with the city of Edmonds paying the first 10% of basic salary and benefits for this Detective, plus Edmonds' pro-rata share;

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

1. TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1. This agreement shall serve to facilitate the continuing services of city of Edmonds Detective Alan Hardwick with the JTTF.
- 1.2. The effective date of this agreement shall be from January 1, 2008, through December 31, 2008, unless earlier terminated or modified as provided in this agreement.
- 1.3. The purpose of Detective Hardwick's participation with JTTF shall be to engage in counter-terrorism law enforcement activities, using the resources of the JTTF and its personnel, with a specific emphasis within Snohomish County and within Participating Jurisdictions.

1.4. Detective Hardwick will also make himself available to conduct briefings to law enforcement and elected officials within Participating Jurisdictions.

2. FINANCING

2.1. Exhibit "A" sets forth the amount of pro-rata financial participation among Participating Jurisdictions.

3. GENERAL ADMINISTRATION

3.1. The city of Edmonds will continue to be the Employer of its Detective and will remain responsible for payment of salary and benefits to the Detective, as well as for maintenance of employment related records and any official actions required by law or city of Edmonds policies pertaining to its Detective.

3.2. By executing this agreement, each Participating Jurisdiction agrees to remit its pro-rata share of Detective Hardwick's basic salary and benefits to the city of Edmonds, no later than November 30, 2008, and no later than November 30 of any subsequent annual renewals of this interlocal.

3.3. The Chief of Police, or Sheriff, for each Participating Jurisdiction shall administer this interlocal agreement on behalf of his/her jurisdiction.

4. MODIFICATION

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

5. NONDISCRIMINATION PROVISION

5.1. There shall be no discrimination against any employee who is paid by funds from Participating Jurisdictions because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion,

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

6. TERMINATION OF AGREEMENT

- 6.1. Notwithstanding any provisions of this agreement, any Party may choose not to renew its participation in this interlocal. It is agreed that any Party choosing not to participate in subsequent renewal of this interlocal will give all Parties a minimum of sixty days notice of intent to cease participation.
- 6.2. The Parties agree that the term of this interlocal is for one year, subject to four additional renewals of one year duration each.
- 6.3. The Parties agree that it is their intention to provide pro-rata financial support under the terms of this interlocal, including subsequent renewals, for a period of time totaling five years.
- 6.4. The Parties also agree there may be unforeseen fiscal or staffing issues that may require a Participating Jurisdiction to give notice of non-renewal at the end of the first year of this interlocal, or subsequent annual renewal period, subject to 6.1 above.
- 6.5. The Parties agree that their pro-rata contributory share under subsequent annual renewals may be adjusted by Edmonds to reflect changes in cost of salary and benefits of the Edmonds Detective and/or changes in official population count of Participating Jurisdictions.
- 6.6. The Parties agree in the event the Edmonds' Detective assignment to the JTTF is terminated for any reason by the city of Edmonds that this interlocal will cease, and the Parties will be financially responsible only for the period of time the Edmonds Detective served with JTTF under terms of this interlocal.

7. HOLD HARMLESS

- 7.1. Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent

acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

8. GOVERNING LAW AND VENUE

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

9. INTEGRATION

9.1. This agreement constitutes the whole and entire agreement among those Parties as to the city of Edmonds Detective's assignment to JTTF, and no other understandings, oral, or otherwise, regarding the city of Edmonds, its Detective, or the JTTF shall be deemed to exist or bind the parties.

10. EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

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

11.0 SEVERABILITY

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

12.0 RECORDING

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

In witness whereof, the parties have executed this agreement.

**City of Edmonds, approved at
the direction of the City Council:**

**Approved by
Participating Jurisdiction**

Gary Haakenson
Mayor

Title: _____

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Sandy Chase, City Clerk

Title: _____

Approved as to form:

Approved as to form:

Edmonds City Attorney

Scott K. Weed

Title: *City Attorney*

APPENDIX "A"

Participating Jurisdiction	Population	Percentage	Pro-Rata Share
Arlington	15430	2.79%	\$2596.00
Bothell	15090	2.72%	\$2531.00
Edmonds	40360	7.28%	\$6774.00
Lake Stevens	12000	2.17%	\$2019.00
Lynnwood	35230	6.36%	\$5918.00
Marysville	32150	5.80%	\$5397.00
Mill Creek	17460	3.15%	\$2931.00
Monroe	16170	2.92%	\$2717.00
Mountlake Terrace	20390	3.68%	\$3424.00
Mukilteo	19620	3.54%	\$3294.00
Snohomish	8920	1.61%	\$1498.00
Stanwood	4940	0.89%	\$828.00
Snohomish County	316365	57.09%	\$53121.00
TOTAL =			\$93048.00

The above figures are based on 90% of the 2008 basic salary and benefit costs for the city of Edmonds Detective so assigned to the JTTF. The city of Edmonds will be picking up the first 10% of the basic salary and benefit costs, plus its pro-rata share, pursuant to the terms of this interlocal.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Marysville Cable Television Advisory Committee	AGENDA SECTION: Mayor's Business
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:
ATTACHMENTS: 1. Appointment Sheet	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

Mayor Kendall is requesting the re-appointment of Dorothy Stanton to the Marysville Cable Television Advisory Committee.

RECOMMENDED ACTION: Mayor Kendall recommends the City Council confirm the re-appointment of Dorothy Stanton to the Marysville Cable Television Advisory Committee serving until July 1, 2010.
COUNCIL ACTION:

Office of the Mayor
Dennis L. Kendall
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-51-5033
ci.marysville.wa.us

APPOINTMENT

I, DENNIS L. KENDALL, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint DOROTHY STANTON as a member of the MARYSVILLE CABLE TELEVISION ADVISORY COMMITTEE of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.10.020; dated this 25th day of February, 2008.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville TELEVISION ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this ____ day of _____, 2008

DOROTHY STANTON

This term of appointment expires the 1ST day of July, 2010.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Marysville Cable Television Advisory Committee	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: 1. Appointment Sheet	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Mayor Kendall is requesting the re-appointment of Dick Walsh to the Marysville Cable Television Advisory Committee.

RECOMMENDED ACTION: Mayor Kendall recommends the City Council confirm the re-appointment of Dick Walsh to the Marysville Cable Television Advisory Committee serving until February 12, 2011.
COUNCIL ACTION:

Office of the Mayor
Dennis L. Kendall
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-51-5033
ci.marysville.wa.us

APPOINTMENT

I, DENNIS L. KENDALL, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint DICK WALSH as a member of the MARYSVILLE CABLE TELEVISION ADVISORY COMMITTEE of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.10.020; dated this 25th day of February, 2008.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville TELEVISION ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this ____ day of _____, 2008

DICK WALSH

This term of appointment expires the 12th day of February, 2011.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 25, 2008

AGENDA ITEM: Marysville Cable Television Advisory Committee	AGENDA SECTION: Mayor's Business
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:
ATTACHMENTS: 1. Appointment Sheet	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

Mayor Kendall is requesting the re-appointment of Dean Kinzel to the Marysville Cable Television Advisory Committee.

RECOMMENDED ACTION: Mayor Kendall recommends the City Council confirm the re-appointment of Dean Kinzel to the Marysville Cable Television Advisory Committee serving until February 12, 2011.
COUNCIL ACTION:

Office of the Mayor
Dennis L. Kendall
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-51-5033
ci.marysville.wa.us

APPOINTMENT

I, DENNIS L. KENDALL, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint DEAN KINZEL as a member of the MARYSVILLE CABLE TELEVISION ADVISORY COMMITTEE of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.10.020; dated this 25th day of February, 2008.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the Marysville TELEVISION ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this ____ day of _____, 2008

DEAN KINZEL

This term of appointment expires the 12th day of February, 2011.