

October 12, 2009

Marysville City Council Meeting
7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

A. U.S. Census Bureau. *

Audience Participation

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

1. Approval of September 14, 2009 City Council Meeting Minutes.
2. Approval of September 21, 2009 City Council Work Session Minutes.

Consent

3. Approval of September 23, 2009 Claims in the Amount of \$627,280.57; Paid by Check No.'s 58212 through 58358 with Check No. 58166 Voided.
4. Approval of September 30, 2009 Claims in the Amount of \$1,217,293.51; Paid by Check No.'s 58359 through 58453 with Check No. 58159 Voided. *
5. Approval of October 5, 2009 Payroll in the Amount of \$1,248,153.83; Paid by Check No.'s 21910 through 21961. *
7. Authorize the Mayor to Sign the Annual Support Agreement and License Agreement for Munis Software with Tyler Technologies in the amount of \$49,963.60.
8. Authorize the Mayor to Sign the Third Amendment of Interlocal Agreements for Jail Services - Sauk-Suiattle Section 5 Duration / Renewal January 1, 2010 to December 31, 2011 and Amendment of Schedule "A": Booking Fee from \$32.00 to \$40.00, Inmate Transfer Administrative Fee from \$10.00 to \$20.00 Daily Maintenance Fee from \$52.00 to \$62.00, (bed space as needed based on space available,) Transportation Fee (new in 2010) \$40.00 per Trip; and with a COLA up to 2.25% Increase per Year on Booking Fees and Daily Maintenance Fees – Effective January 1, 2010. *

****These items have been added or revised from the materials previously distributed in the packets for the October 5, 2009 Work Session.***

Marysville City Council Meeting
7:00 p.m.

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City Hall

9. Authorize the Mayor to Sign the Third Amendment of Interlocal Agreements for Jail Services - Stillaguamish Section 5 Duration / Renewal January 1, 2010 to December 31, 2011 and Amendment of Schedule "A": Booking Fee from \$32.00 to \$40.00, Inmate Transfer Administrative Fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (bed space as needed based on space available,) Transportation Fee (new in 2010) \$40.00 per Trip; and with a COLA up to 2.25% Increase per Year on Booking Fees and Daily Maintenance Fees – Effective January 1, 2010.
10. Authorize the Mayor to Sign the Seventh Amendment of Interlocal Agreements for Jail Services - Lake Stevens Amendment of Schedule "A": Booking Fee from \$32.00 to \$40.00, Inmate Transfer Administrative Fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (bed space increased from 3 to 5 daily beds) and Transportation Fee (new in 2010) \$40.00 per Trip; and a Yearly COLA Increase up to 2.25% on Booking Fees and Daily Maintenance Fees – Effective January 1, 2010.
11. Authorize the Mayor to Sign the Sixth Amendment of Interlocal Agreements for Jail Services - Arlington Section 5 Duration: Renewal 2010 to 2013 and Amendment of Schedule "A": Booking Fee from \$32.00 to \$40.00, Inmate Transfer Administrative Fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00 (8 beds per day), Transportation Fee (new in 2010) \$40.00 per Trip, and a Yearly COLA Increase up to 2.25% on Booking Fees and Daily Maintenance Fees – Effective January 1, 2010. *
12. Authorize the Mayor to Sign the First Amendment to and Renewal of Interlocal Agreements for Jail Services - Kirkland Section 5 Duration: Renewal 2010 - 2013 and Amendment of Schedule "A": Booking Fee from \$32.00 to \$40.00, Inmate Transfer Administrative Fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (bed space as needed based on space available) and Transportation Fee (New in 2010) \$40.00 per Trip; and with a COLA up to 2.25% Increase per Year on Daily Maintenance Fees – Effective January 1, 2010.

Review Bids

6. Award 6th Street Alley Sewer Replacement Project to JS & S Excavation, Inc. in the Amount of \$81,150.81 Including Washington State Sales Tax and Approve a Management Reserve of \$20,000 for a Total Allocation of \$101,150.81. *

Public Hearings

New Business

13. Professional Services Contract with Strategies 360. *
14. A RESOLUTION of the City of Marysville, Washington supporting the Washington Aerospace Partnership and joining the effort to maintain Washington's position as the best location in the world for designing, building, and servicing aircraft. *

**These items have been added or revised from the materials previously distributed in the packets for the October 5, 2009 Work Session.*

October 12, 2009

**Marysville City Council Meeting
7:00 p.m.**

City Hall

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

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

**These items have been added or revised from the materials previously distributed in the packets for the October 5, 2009 Work Session.*

Call to Order/Pledge of Allegiance/Roll Call	7:01 p.m.
Approval of Minutes	
Approval of July 20, 2009 City Council Work Session Minutes.	Approved
Approval of July 27, 2009 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of July 29, 2009 Claims in the Amount of \$185,119.46; Paid by Check No.'s 57227 through 57350 with no Check No.'s Voided.	Approved
Approval of August 5, 2009 Claims in the Amount of \$1,932,197.91; Paid by Check No.'s 57351 through 57475 with No Check No.'s Voided.	Approved
Approval of August 12, 2009 Claims in the Amount of \$984,394.44; Paid by Check No.'s 57476 through 57582 with Check No.'s 57243 and 57286 Voided.	Approved
Approval of August 19, 2009 Claims in the Amount of \$222,520.76; Paid by Check No.'s 57583 through 57706 with Check No. 57376 Voided.	Approved
Approval of August 26, 2009 Claims in the Amount of \$1,182,440.71; Paid by Check No.'s 57707 through 57862 with Check No. 57604 Voided.	Approved
Approval of September 2, 2009 Claims in the Amount of \$1,690,600.45; Paid by Check No.'s 57863 through 57979 with No Check No.'s Voided.	Approved
Approval of August 5, 2009 Payroll in the Amount of \$1,259,254.45; Paid by Check No.'s 21687 through 21751.	Approved
Approval of August 20, 2009 Payroll in the Amount of \$830,591.83; Paid by Check No.'s 21752 through 21803.	Approved
Approval of September 4, 2009 Payroll in the Amount of \$1,244,182.55; Check No.'s 21804 through 21864.	Approved
Authorize the Mayor to Sign the Local Agency Agreement - Supplement No. 1 for the 67th Avenue NE Overlay Project thereby Deobligating \$29,793 in Funds Back to American Recovery and Reinvestment Act.	Approved
Authorize the Mayor to Sign the Contract for Disposal / Recycle of Scrap Metals with J.K. Eastbury not to exceed \$10,000 Per Year.	Approved
Authorize the Mayor to Sign the Interlocal Agreement between Snohomish County and the City of Marysville for Regional Auto Theft Task Force.	Approved
Authorize the Mayor to Sign the Communication Site Sublease / License Renewal with Department of Justice Increasing the Annual Lease to \$14,328.72 and Extending the Lease Period to September 30, 2010.	Approved
Approval of the Application for Marysville / North County Family Branch YMCA of Snohomish County to Conduct a Special Event on Saturday, September 19, 2009, Including the Street Closure of 60th Drive NE.	Approved
Review Bids	
New Business	
Approve Distribution Easement to Accommodate the Relocation of the Snohomish County PUD Overhead Power line.	Approved
Authorize the Mayor to authorize full funding of all applicants by allocating \$84,138.05 from Hotel/Motel Tax Revenues as Follows: \$15,000 to Maryfest; \$18,000 to Marysville Historical Society; \$3,674.60 to Northwest Agriculture Business Center; \$16,199.85 to Marysville Police Department (Special Events); \$8,500 to City of Marysville (Passport to Parks); \$5,500 to City of Marysville (Visitors Guides); \$1,200 to City of Marysville (Advertisement in the	Approved

Snohomish County Visitors Guides); \$2,185 to Marysville Dog Owners; \$5,000 to Marysville Police Department (Motor Office Training); \$5,024.80 to City of Marysville (Streets) and \$3,853.80 to City of Marysville (Solid Waste).	
Authorize the Mayor to re-advertise that there are additional funds available in the Hotel Motel fund.	Approved
Adopt a Resolution Urging Federal Financial Support for Local Public Health.	Approved Res. No. 2267
Legal	
Mayor's Business	
Approve Salary Commission Appointments; Robert L. Weiss and Toni Mathews.	Approved
Staff Business	
Call on Councilmembers	
Adjournment	7:50
Executive Session	7:55
Authorize the Mayor to reclassification the Solid Waste Collector to Maintenance II effective 9/1/09 as discussed in executive session.	Approved
Adjournment	8:16

COUNCIL



MINUTES

Regular Meeting or Work Session

September 14, 2009

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the September 14, 2009 meeting of the Marysville City Council to order at 7:01 p.m. at Marysville City Hall. The invocation was given by Pastor Greg Kanehen from the Free Methodist Church. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

Council: Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Community Development Director Gloria Hirashima, City Attorney Grant Weed, Finance Director Sandy Langdon, Chief of Police Rick Smith, Parks and Recreation Director Jim Ballew, Public Works Director Kevin Nielsen, Community Information Officer Doug Buell and City Clerk Tracy Jeffries

Committee Reports:

Councilmember Phillips stated that the Library Board met last Thursday. Topics discussed included:

- Update on levy and related budget cuts.
- Circulation numbers in August were higher than they have ever been.
- Presentation from Families and Friends of Victims of Violent Crimes

Councilmember Seibert attended a meeting with the Snohomish County Solid Waste Advisory Committee on September 9 where they had a tour of various facilities. They also discussed:

- Curbside collection of disaster debris as part of the Disaster Management Plan.
- Grants that they are working on.
- Comprehensive Plan update process.

Councilmember Seibert stated the Public Works Committee met September 11th where they had a preview of the Downtown Master Plan.

Public Comment - None

Approval of Minutes

1. Approval of July 20, 2009 City Council Work Session Minutes.

Councilmember Nehring clarified his comments on the Hotel/Motel discussion. He explained that the tax on the hotels is to spend the money to bring in more revenue through tourism and if we leave the money sitting in the account it doesn't accomplish the purpose of the tax. He didn't understand why they wouldn't fully fund the requests.

Councilmember Phillips stated he will be abstaining as he was not present.

Motion made by Councilmember Nehring, seconded by Councilmember Wright, to approve the minutes as corrected. **Motion** passed unanimously (6-0) with Councilmember Phillips abstaining.

2. Approval of July 27, 2009 City Council Meeting Minutes.

Councilmember Rasmussen stated that she would be abstaining as she was not present.

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

Consent

Councilmember Wright stated she would not be voting on the check #57904 on item #8.

3. Approval of July 29, 2009 Claims in the Amount of \$185,119.46; Paid by Check No.'s 57227 through 57350 with no Check No.'s Voided.
4. Approval of August 5, 2009 Claims in the Amount of \$1,932,197.91; Paid by Check No.'s 57351 through 57475 with No Check No.'s Voided.
5. Approval of August 12, 2009 Claims in the Amount of \$984,394.44; Paid by Check No.'s 57476 through 57582 with Check No.'s 57243 and 57286 Voided.

6. Approval of August 19, 2009 Claims in the Amount of \$222,520.76; Paid by Check No.'s 57583 through 57706 with Check No. 57376 Voided.
7. Approval of August 26, 2009 Claims in the Amount of \$1,182,440.71; Paid by Check No.'s 57707 through 57862 with Check No. 57604 Voided.
8. Approval of September 2, 2009 Claims in the Amount of \$1,690,600.45; Paid by Check No.'s 57863 through 57979 with No Check No.'s Voided.
9. Approval of August 5, 2009 Payroll in the Amount of \$1,259,254.45; Paid by Check No.'s 21687 through 21751.
10. Approval of August 20, 2009 Payroll in the Amount of \$830,591.83; Paid by Check No.'s 21752 through 21803.
11. Approval of September 4, 2009 Payroll in the Amount of \$1,244,182.55; Check No.'s 21804 through 21864.
12. Authorize the Mayor to Sign the Local Agency Agreement - Supplement No. 1 for the 67th Avenue NE Overlay Project thereby Deobligating \$29,793 in Funds Back to American Recovery and Reinvestment Act.
13. Authorize the Mayor to Sign the Contract for Disposal / Recycle of Scrap Metals with J.K. Eastbury not to exceed \$10,000 Per Year.
14. Authorize the Mayor to Sign the Interlocal Agreement between Snohomish County and the City of Marysville for Regional Auto Theft Task Force.
15. Authorize the Mayor to Sign the Communication Site Sublease / License Renewal with Department of Justice Increasing the Annual Lease to \$14,328.72 and Extending the Lease Period to September 30, 2010.
18. Approval of the Application for Marysville / North County Family Branch YMCA of Snohomish County to Conduct a Special Event on Saturday, September 19, 2009, Including the Street Closure of 60th Drive NE.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve Consent Agenda items 3,4,5,6,7,8,9,10,11,12,13,14,15,18. **Motion** passed (7-0) with Councilmember Wright abstaining on check #57904 on item #8.

Review Bids

Public Hearings

New Business

16. Distribution Easement to Accommodate the Relocation of the Snohomish County PUD Overhead Power line.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to authorize the Mayor to sign the Distribution Easement to Accommodate the Relocation of the Snohomish County PUD Overhead Power Line. **Motion** passed unanimously (7-0).

19. Hotel/Motel Tax Committee Recommends the Allocation of \$70,259 from Hotel/Motel Tax Revenues as Follows: \$15,000 to Maryfest; \$18,000 to Marysville Historical Society; \$3,674 to Northwest Agriculture Business Center; \$8,000 to Marysville Police Department (Special Events); \$8,500 to City of Marysville (Passport to Parks); \$5,500 to City of Marysville (Visitors Guides); \$1,200 to City of Marysville (Advertisement in the Snohomish County Visitors Guides); \$2,185 to Marysville Dog Owners; \$5,000 to Marysville Police Department (Motor Office Training); \$2,500 to City of Marysville (Streets) and \$1,900 to City of Marysville (Solid Waste).

Mary Swenson informed Council that we received a funding request from the Marysville Chamber in the amount of \$18,750. She reviewed the request and said she would be recommending to the Hotel/Motel Grant Committee that they fund this. There was discussion about advertisement requirements.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to authorize the Mayor to authorize full funding of all applicants by allocating \$84,138.05 from Hotel/Motel Tax Revenues as Follows: \$15,000 to Maryfest; \$18,000 to Marysville Historical Society; \$3,674.60 to Northwest Agriculture Business Center; \$16,199.85 to Marysville Police Department (Special Events); \$8,500 to City of Marysville (Passport to Parks); \$5,500 to City of Marysville (Visitors Guides); \$1,200 to City of Marysville (Advertisement in the Snohomish County Visitors Guides); \$2,185 to Marysville Dog Owners; \$5,000 to Marysville Police Department (Motor Office Training); \$5,024.80 to City of Marysville (Streets) and \$3,853.80 to City of Marysville (Solid Waste).

Councilmember Nehring asked about the Historical Society's plans for the woodcarving. Parks and Recreation Director Ballew was not certain, but thought that it would be installed on the site.

Motion carried (6-1) with Councilmember Phillips voting against the motion.

Motion made by Councilmember Seibert, seconded by Councilmember Rasmussen, to authorize the Mayor to re-advertise that there are additional funds available in the Hotel Motel fund. **Motion** passed unanimously (7-0).

20. A Resolution Urging Federal Financial Support for Local Public Health.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve Resolution No. 2267 Urging Federal Financial Support for Local Public Health. **Motion** passed unanimously (7-0).

Mayor's Business

17. Salary Commission Appointments; Robert L. Weiss and Toni Mathews.

Motion made by Councilmember Seibert, seconded by Councilmember Nehring, to authorize the Mayor to appoint Robert L. Weiss to the Salary Commission with a term expiring June 23, 2012. **Motion** passed unanimously (7-0).

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to appoint Toni Mathews to the Salary Commission with a term expiring June 23, 2012. **Motion** passed unanimously (7-0).

Other:

- Mayor Kendall welcomed everyone back from the summer break.
- He informed Council that Dorothy Stanton had passed away. She will be greatly missed. Her memorial services will be at the Glenwood Mobile Park on Saturday at 1:00.
- He attended the grand opening of IGA.
- He celebrated the 3rd anniversary of the Harley Davidson store on Saturday.

Staff Business

Jim Ballew reported that:

- The Park Board meeting will be on September 23.
- The Healthy Communities Leadership meeting will be held on Thursday, September 17 at 7:30.
- Marysville staff will be going to Washington DC to assist in the training of 23 new communities that have been funded for the Pioneering Healthy Community Initiative.
- Graffiti is down 78% from this time last year. He is very proud of everyone involved in addressing this effort. Marysville is still an active applicant for the Graffiti Hurts grant program.

Chief Smith agreed that the news about graffiti is good news. He thanked everybody who has worked on that issue. He encouraged everyone to keep up the work and stay on top of it. He announced that Derek Carlisle graduated from the academy this past week. He graduated 3rd in his class and received the award for "The person you would most want to have as your partner". He will be introduced and sworn-in soon.

Kevin Nielson commended John Tatum who prepared and submitted an application for the Urban Vitality Grant. This would be for improvements between Cedar and State on Grove.

Doug Buell gave an update on progress on FIOS and the transfer of ownership between Verizon and Frontier.

Sandy Langdon gave a reminder about the Finance Committee meeting this Wednesday.

Gloria Hirashima

- Gave an update on a technical advisory committee she participated in regarding the disbursement of Neighborhood Stabilization Program 2 (NSP2) funding.
- On July 30, the Downtown Plan meeting was held. They received a lot of feedback and questions regarding the civic center and Comford Park.
- Central Marysville Annexation has been submitted to the Boundary Review Board. County Council will be meeting on September 20 to discuss this further. The pre-zone hearing was completed before the Planning Commission last week.
- The Qwuloolt application for the shoreline area has been submitted. Council will be informed about a presentation which will be given to the Planning Commission to give an update on overall status and phasing schedule. They are hoping to start work in 2010.

Mary Swenson informed Council that Judge James Allendoerfer passed away over the summer. He was city attorney for 18 years and was a special mentor to many people. He will be greatly missed. She also announced that she celebrated her 32nd anniversary as a city employee.

Grant Weed gave an update on I-1033. He also informed council that there was a need for a 20-minute executive session to discuss collective bargaining negotiations with council action expected.

Call on Councilmembers

Carmen Rasmussen – no comments

Lee Phillips – no comments

John Soriano said he was sorry to hear about the passing of Dorothy Stanton. She and Ray were among the first people to welcome him to the Council back in 1999.

Jon Nehring congratulated CAO Swenson for her 32 years with the city. He also was sorry to hear about the passing of Judge Allendoerfer and Dorothy Stanton.

Jeff Vaughan thanked Chief Smith for all his work with graffiti enforcement, Jim Ballew for his work with the Graffiti Task Force, the School District for their help, and many others from the community who have helped in this effort.

Donna Wright congratulated Mary Swenson on her time with City. She expressed her sadness on the passing of the Stantons and Judge Allendoerfer.

Jeff Seibert echoed the comments regarding graffiti and the police department, Mary Swenson, and the loss of the two community members.

Executive Session

The Council recessed at 7:50 p.m. for five minutes after which time they reconvened into Executive Session to discuss collective bargaining negotiations as authorized by RCW 42.30.140(4)(a). It was announced that the executive session would last 20 minutes with council action expected.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert to authorize the Mayor to reclassify the Solid Waste Collector to Maintenance II effective 9/1/09 as discussed in executive session. **Motion** passed unanimously (7-0).

Adjournment

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

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

COUNCIL



MINUTES

Work Session
September 21, 2009

Call to Order / Pledge of Allegiance

Mayor Kendall called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

Council: Councilmember Jon Nehring, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember Jeff Vaughan and Councilmember Donna Wright, Councilmember John Soriano

Absent: Councilmember Lee Phillips

Also Present: Chief Administrative Officer Mary Swenson, City Attorney Grant Weed, Chief of Police Rick Smith, Public Works Director Kevin Nielsen, Community Development Director Gloria Hirashima, Senior Planner Chris Holland and City Clerk Tracy Jeffries

Mary Swenson informed council that Councilmember Phillips had a family emergency and requested an excused absence.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughn, to excuse Councilmembers Phillips. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Soriano informed Council that the Healthy Foods Subcommittee met on Wednesday, September 16 and discussed the following:

- Wilcox Farm Community Garden has been successful. All 66 10x10 plots sold and most are yielding a significant harvest of vegetables. Plots are tended by community, church members, nonprofit groups including the food bank and low-

income families. Expansion of 50 more plots is under discussion. They also discussed whether other community garden locations should be identified.

- They are reviewing a coupon/punch card program at the food bank that would enable recipients to purchase fruits and vegetables at local participating grocers.
- Subcommittee is keeping in touch with Snohomish Health District and State Department of Health to identify available federal stimulus money grants targeting obesity.

Councilmember Seibert informed the Finance committee met on September 16 and discussed the following:

- Financial update – Sales tax revenue is down about \$500,000 from last year.
- Budget planning for the annexation.
- There is a new credit card process for utility billing. A flat rate from the bank should save the city about \$9,000 in processing credit cards.
- Dates for budget meetings will be set soon.

Presentations

A. Puget Sound Clear Air Agency (PSCAA) Air Monitoring, Criteria and Toxic Pollutants.

Kathy Himes gave an update on fine particulate levels in Marysville, between May 2008 and now, and an update of the wood stove replacement program. She also reviewed the forecast for the upcoming heating season. Rick Hess, with the compliance department, reviewed the enforcement side of burn bans and also answered questions regarding Cedar Grove. He encouraged anyone with a concern to call their complaint line at any time. Amy Warren reviewed the Clean Home Heating Campaign, which is an opportunity to motivate people to cleaner heating devices.

Discussion Items

Approval of Minutes

1. Approval of September 8, 2009 City Council Work Session Minutes.

Consent

2. Approval of September 9, 2009 Claims in the Amount of \$658,539.18; Paid by Check No.'s 57980 through 58100 with No Check No.'s Voided.
3. Approval of September 16, 2009 Claims.
4. Approval of September 18, 2009 Payroll.

Review Bids

5. Award Annual Janitorial Services Contract.

Public Works Director Kevin Nielsen stated that this is a state bid which was opened on Thursday. He expected the numbers by now, but should have them for Monday.

Public Hearings

6. Central Marysville Annexation Prezone Public Hearing *(to be held on September 28, 2009)*.

Chris Holland explained that they would be holding two hearings in accordance with state law; one is scheduled for September 28 and the subsequent one will be on November 2. Details of the proposed zoning were reviewed (as contained in the packet).

7. Development Agreement between the City of Marysville and Shasta Ridge, LLC. *(to be held on September 28, 2009)*.

Gloria Hirashima explained that Shasta Ridge currently has approval for a 73-lot county-approved subdivision. The City's comprehensive plan and zoning allows for a higher density. Staff is recommending that they be allowed to move forward with the wetlands and the stormwater facilities meeting county standards as originally approved. Other aspects of the plat need to meet city requirements.

Grant Weed commented that under the state law this type of development agreement requires a public hearing by the legislative body, which is the City Council.

Jeff Seibert requested a map of the original county-approved plat and a current submittal map. Director Hirashima indicated they would provide that.

New Business

8. FY 2010-2011 Phase II Stormwater Pass-Through Grants Program Grant Agreement between the State of Washington Department of Ecology and the City of Marysville.

Director Kevin Nielsen stated that this is for the implementation of the NPDES Phase II. There are no matching funds required for this.

9. A **Resolution** Authorizing the Establishment of a Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association ("HRA VEBA") Plan.

Mayor Kendall presented a Wellness City award to Kristi Guy from Association of Washington Cities.

Kristi Guy described the HRA VEBA Plan. This allows employees to put in tax-free contributions that are also taken out tax-free. Mary Swenson added that this allows people to self-fund their medical costs so when they get to retirement age they have money for retirement medical benefits.

10. A **Resolution** of the City of Marysville Declaring the Need for the Housing Authority of Snohomish County to Acquire and Operate Real Property within the Boundaries of the City of Marysville.

Bob Davis, the Executive Director of the Housing Authority of Snohomish County, and staff Gina Richardson described how they had secured funding which would be used to purchase and develop foreclosed properties in order to provide 19 units of affordable housing for families. They will be developing the property according to the original plans except with more environmentally-friendly provisions where possible. Gloria Hirashima added that this plan is consistent with the city's plans, zoning and had already moved quite far along before foreclosure. The project is also very close to Community Transit's new Park and Ride facility.

Mayor's Business

Mayor Kendall:

- Went to the Step-tember event, but chose not to walk in the rain.
- Attended a very nice tribal thank you event. He commended them for giving quite a bit of money back to the community. The Tribes have given \$33 million to various state, county and local communities since the casino has been open.
- Will be meeting tomorrow with the County Council's Planning Commission.

Staff Business

Kevin Nielson:

- Gave an update on construction at the interchange at 172nd. He thanked the police and the state patrol for helping with the traffic during construction. Councilmember Seibert asked about the Arlington side. Director Nielsen thought that most of it was already completed.
- Reported that two panels are loose in the middle of the railroad crossing at Cedar and 528. Staff has contacted BNSF about this and they were informed that they will need to do some maintenance which will require the shutting down of the roadway. Councilmember Vaughan was impressed with the BNSF's speedy response in this situation.

Gloria Hirashima had no comments.

Chief Smith stated that they are moving forward with their approach with Neighborhood Watch.

Mary Swenson had no comments.

Grant Weed informed Council that there was a need for a short executive session regarding potential litigation, expected to last 5 minutes with no action expected.

Call on Councilmembers

Jeff Vaughan had no comments.

Carmen Rasmussen agreed that the tribal event was great. She was impressed with all the people who are doing wonderful things in the community.

Jon Nehring asked about the prescription drug discount program. CAO Swenson indicated she would check on this. He asked about looking into the County permitting process. Mayor Kendall indicated that they are meeting with the County tomorrow about this. Director Hirashima explained that Building Official John Dorcas is doing a survey of all the different jurisdictions. Director Hirashima plans to bring something back to Council in October which would not recommend the same program as the County's, but would potentially contain some aspects of the Basic Plan.

Donna Wright had no comments.

John Soriano had no comments.

Jeff Seibert also appreciated the tribal appreciation event.

Executive Session

- A. Litigation – 1 item with no action expected.
- B. Personnel
- C. Real Estate

The Council recessed at 8:30 p.m. for a short recess. After which time they reconvened into Executive Session at 8:39 p.m. to discuss potential litigation as authorized by RCW 42.30.110(1)(i). It was announced that the executive session would last 5 minutes with no action expected.

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 8:44 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

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 **September 23, 2009** claims in the amount of **\$627,280.57** paid by **Check No.'s 58212 through 58358** with Check No. 58166 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-9

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 **\$627,280.57 PAID BY CHECK NO.'S 58212 THROUGH 58358 WITH CHECK NUMBER 58166 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



DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23rd DAY OF SEPTEMBER 2009.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/17/2009 TO 09/23/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58212	WASHINGTON STATE DEPARTMENT OF	SALES AND USE TAX 8/09	001.231700.	170.97
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	1.54
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	8.43
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	30.26
	WASHINGTON STATE DEPARTMENT OF		103.231700.	285.70
	WASHINGTON STATE DEPARTMENT OF		305.231700.	39.56
	WASHINGTON STATE DEPARTMENT OF		401.231700.	29.94
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	53,646.02
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	3,750.93
	WASHINGTON STATE DEPARTMENT OF		402.231700.	17.76
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	19,803.71
	WASHINGTON STATE DEPARTMENT OF		420.231700.	5.92
	WASHINGTON STATE DEPARTMENT OF		420.231710.	15,589.24
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	864.45
	WASHINGTON STATE DEPARTMENT OF		501.231700.	44.85
58213	NANCY ABELL	REIMBURSE MTG SUPPLIES	00100310.531200.	94.61
58214	ALBERTSONS FOOD CENTER #471	WATER	40143410.549000.	25.97
58215	ALBERTSONS FOOD CENTER #471	SUPPLIES-PARKS & REC, KBSCC EV	00105120.531041.	32.67
	ALBERTSONS FOOD CENTER #471		00105120.531080.	41.87
	ALBERTSONS FOOD CENTER #471		00105120.531080.	70.20
	ALBERTSONS FOOD CENTER #471		00105250.531050.	66.82
58216	ALFYS PIZZA	PIZZA-PARKS & REC DAY CAMPS	00105120.531080.	45.03
58217	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	32.99
	ARAMARK UNIFORM SERVICES		50100065.526000.	38.95
58218	ARLINGTON HARDWARE & LUMBER	CHAIN PARTS	40140180.531000.	152.39
58219	BRIAN CHARLES ASHBACH	PUBLIC DEFENDER	00105515.541040.	106.25
	BRIAN CHARLES ASHBACH		00105515.541040.	137.50
	BRIAN CHARLES ASHBACH		00105515.541040.	143.75
	BRIAN CHARLES ASHBACH		00105515.541040.	175.00
	BRIAN CHARLES ASHBACH		00105515.541040.	181.25
	BRIAN CHARLES ASHBACH		00105515.541040.	268.75
58220	CITY OF BELLEVUE	TRAINING-KIELAND, B	10400022.549000.0914	79.00
58221	BELLINGHAM MUNICIPAL COURT	BAIL POSTED #CB0064805	001.229050.	600.00
58222	BERGER/ABAM ENGINEERS INC	PAY ESTIMATE # 13	30500030.563000.R0604	46,173.42
58223	BICKFORD FORD-MERCURY	FRONT BRAKE ROTORS	501.141100.	173.72
	BICKFORD FORD-MERCURY	FRONT BRAKE PADS & ROTORS	501.141100.	321.54
	BICKFORD FORD-MERCURY	WINDOW SWITCH ASSEMBLY	50100065.534000.	55.93
58224	TRACY BOGGS	REFUND CLASS FEES	00110347.376009.	50.00
58225	BOYDEN ROBINETT & ASSOCIATES LP	UB 651070462000 10704 62ND AVE	401.122110.	135.86
58226	MARTY BREWER	USED GOLF BALLS	420.141100.	300.00
58227	BRINKS INC	ARMORED TRUCK SRVCS 9/09	00100050.541000.	290.17
	BRINKS INC		00102020.541000.	145.08
	BRINKS INC		00103010.541000.	290.17
	BRINKS INC		00143523.541000.	290.17
	BRINKS INC		40143410.541000.	145.09
	BRINKS INC		42047061.541000.	137.17
58228	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT 8/09	00103222.548000.	72.00
	CAPTAIN DIZZYS EXXON		00104230.548000.	9.00
	CAPTAIN DIZZYS EXXON	CAR WASH	00105380.531000.	4.50
	CAPTAIN DIZZYS EXXON		00105380.531000.	4.50
58229	CARR'S ACE HARDWARE	BULBS,SIGNS,TAPE,PAINT,BATTERY	00105380.531000.	81.67
	CARR'S ACE HARDWARE	WEDGE ANCHORS	10111864.531000.	26.05
	CARR'S ACE HARDWARE	TIE DOWN STRAPS	40142480.531000.	29.31
	CARR'S ACE HARDWARE	PAINT AND SUPPLIES	40143410.531000.	40.45
	CARR'S ACE HARDWARE		40143410.531000.	50.98
	CARR'S ACE HARDWARE	PRIMER,BRUSHES,SANDPAPER	41046060.531000.	41.43

**CITY OF MARYSVILLE
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58229	CARR'S ACE HARDWARE	BRASS PARTS	50100065.534000.	9.32
58230	CASCADE NATURAL GAS	NATURAL GAS SRVC @ STILLY	40141580.547000.	50.09
58231	CASCADE SUBSCRIPTION SERVICES, INC	SUBSCRIPTION TO GOLF WORLD	42047267.549000.	107.94
58232	CEMEX	CLASS B ASPHALT	10110130.531000.	287.47
	CEMEX		10111561.549200.M0907	717.61
	CEMEX		30500030.563000.R0701	499.70
	CEMEX		40140480.531000.	520.99
58233	CHAMPION BOLT & SUPPLY	NUTS AND BOLTS	40220594.563000.W0604	65.26
58234	CHUCKANUT GOLF CARS INC	CART LEASE	42047267.545000.	380.00
	CHUCKANUT GOLF CARS INC		42047267.545000.	532.00
	CHUCKANUT GOLF CARS INC		42047267.545000.	532.00
58235	COMCAST	PRO SHOP TV CABLE	42047267.549000.	64.25
58236	COMMERCIAL FIRE PROTECTION	SERVICE AND RETAG FIRE EXTINGU	501.141100.	43.50
58237	CO-OP SUPPLY	PRUNERS	40140680.531000.	36.76
	CO-OP SUPPLY	VINYL TUBING	40140980.531000.	23.10
	CO-OP SUPPLY	DRUM WRENCH	40141580.531000.	21.71
58238	TONY COOPER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58239	CORPORATE OFFICE SUPPLY	WYPALL WIPES	501.141100.	86.83
58240	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,772.07
58241	WA DEPT OF CORRECTIONS	WORK CREW 8/09	00105380.549000.	811.38
	WA DEPT OF CORRECTIONS		40145040.541000.	346.01
58242	COSTLESS SENIOR SERVICES INC	INMATE PRESCRIPTIONS	00103960.531000.	83.67
58243	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	225.00
58244	CRYSTAL SPRINGS	WATER DELIVERED/COOLER RENTAL	40142480.531330.	116.32
58245	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100110.549000.	19.52
58246	DAVIS DOOR	REPAIR @ SALLY PORT DOOR	00100010.531000.	726.95
58247	DAY WIRELESS SYSTEMS	REPAIRS TO ESTEEM RADIO TOWER	40140280.548000.	749.34
	DAY WIRELESS SYSTEMS		40142480.548000.	749.34
58248	DEAVER ELECTRIC	REPAIR LIGHT ON FLAG POLE-LIBR	00112572.531000.	707.37
	DEAVER ELECTRIC	REPAIR @ EFFLUENT PUMP BLDG	40142480.548000.	828.53
58249	DICKS TOWING INC	TOWING EXPENSE-93 BLAZER	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-MP 09-4617	00103222.541000.	43.44
58250	DUNN LUMBER	JOIST	00105380.531000.	56.87
58251	E&E LUMBER INC	BOLTS	00100010.531000.	9.67
	E&E LUMBER INC	LIGHT BULBS,CHISELS	00100010.531000.	18.84
	E&E LUMBER INC	TRUSS CLIPS	00105380.531000.	3.19
	E&E LUMBER INC	CLAMPS	00105380.531000.	3.89
	E&E LUMBER INC	FOGGERS	00105380.531000.	10.09
	E&E LUMBER INC	FLAG CLAMPS	00105380.531000.	12.40
	E&E LUMBER INC	CONCRETE,PALLET,RETURN PALLET	00105380.531000.	179.41
	E&E LUMBER INC	CONCRETE,PALLET,PLYWOOD	00105380.531000.	209.19
	E&E LUMBER INC	CARPENTER ANT KILLER	40143410.531000.	9.32
	E&E LUMBER INC	SHOVELS	42047165.535000.	70.52
	E&E LUMBER INC	LIGHT BULBS,CHISELS	50200050.531000.	17.35
58252	EVERETT CARBONIC	CARBON DIOXIDE	401.141400.	50.23
58253	EVERETT MUNICIPAL COURT	BAIL POSTED-#CR0081977	001.229050.	500.00
58254	EVERETT ROWING ASSOCIATION	WELLNESS-LEARNING TO ROW	00100310.549011.	270.00
58255	EVERETT TIRE & AUTOMOTIVE	(8) TIRES	501.141100.	294.47
58256	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICES 8/09	40140080.533000.	159,272.32
58257	CITY OF EVERETT	ANIMAL SHELTER FEES 8/09	00104230.551000.	10,730.00
58258	SUZANNE EVISTON	TRACKING DOG "SEVEN" PURCHASE	00103324.531000.K9003	6,654.00
	SUZANNE EVISTON		10400022.531000.	405.00
58259	JIM FERGUSON	REFUND CLASS FEES	00110347.376009.	50.00
58260	DAWN FORD	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58261	GOLDEN CORAL	FOOD FOR KBSCC POTLUCK 9/16/09	10605250.549000.	114.03
58262	GRACE ACADEMY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58263	GRANDVIEW INC	UB 212541300000 12619 50TH DR	401.122110.	464.18
58264	GRAPHIC ENTERPRISES INC	OVERAGE CHARGES FOR K&E/3036	40143410.531000.	34.86
58265	GRAYBAR ELECTRIC CO INC	PARTS FOR STREET LIGHTING	10110463.531000.	21.70
	GRAYBAR ELECTRIC CO INC		10110463.531000.	34.53
	GRAYBAR ELECTRIC CO INC	BULBS	40143410.531000.	72.79
	GRAYBAR ELECTRIC CO INC		40143780.531000.	25.64
58266	GLEN GRUNER	REFUND RENTAL FEE/DEPOSIT	001.239100.	100.00
	GLEN GRUNER		00110347.376014.	95.00
58267	SHIRLEY HALL	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58268	HALSTROM & ASSOCIATES, INC.	9/09 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
58269	HART CROWSER, INC	WETLAND PROFESSIONAL SRVCS	00105380.548000.	691.98
58270	TERRY HAWLEY	REIMBURSE RECOGNITION LUNCH	40143410.549000.	42.32
58271	HD FOWLER COMPANY	METER VALVE	401.141400.	28.78
	HD FOWLER COMPANY	MISC METER PARTS	401.141400.	207.01
	HD FOWLER COMPANY		401.141400.	260.27
	HD FOWLER COMPANY		401.141400.	315.78
	HD FOWLER COMPANY	COPPER TUBING	401.141400.	329.06
	HD FOWLER COMPANY	HOSE NOZZLE	40140680.531000.	111.06
	HD FOWLER COMPANY		40140680.531000.	111.06
	HD FOWLER COMPANY	REDUCERS,BOLT KITS,GASKETS	40141080.531000.	464.50
	HD FOWLER COMPANY	POLY WRAP TAPE	40142480.531300.	15.20
	HD FOWLER COMPANY	PRESSURE GAUGES	40142480.531300.	35.04
	HD FOWLER COMPANY	RETURN COUPLER	40145040.548000.	-3.50
	HD FOWLER COMPANY	COUPLER	40145040.548000.	3.26
	HD FOWLER COMPANY		40145040.548000.	3.50
	HD FOWLER COMPANY	FLEX HOSE	40145040.548000.	159.65
	HD FOWLER COMPANY	MARKING PAINT	501.141100.	153.25
	HD FOWLER COMPANY	SHOVEL,HANDLES,PAINT	501.141100.	188.51
58272	HD SUPPLY WATERWORKS, LTD	HYDRANT EXTENSION,BRAKE FLANG	40140680.531000.	1,066.58
58273	HEALTHFORCE PARTNERS, INC	RESPIRATORY REVIEW	00100310.531200.	64.00
	HEALTHFORCE PARTNERS, INC	DOT EXAM	10111230.541000.	54.00
	HEALTHFORCE PARTNERS, INC	(2) DOT EXAM	40143410.541000.	54.00
	HEALTHFORCE PARTNERS, INC	DOT EXAM	40143410.541000.	54.00
	HEALTHFORCE PARTNERS, INC	(2) DOT EXAM	41046060.541000.	54.00
58274	PENELOPE HESS	REFUND CLASS FEES	00110347.376009.	50.00
58275	CHERAYA HOWELL	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58276	INTERNAL REVENUE SERVICE CNTR	ARBITRAGE REBATE INSTALLMENT	45000085.549000.	32,555.92
58277	IRON MOUNTAIN QUARRY LLC	3/4" MINUS	30500030.563000.R0701	254.23
	IRON MOUNTAIN QUARRY LLC		30500030.563000.R0701	278.87
	IRON MOUNTAIN QUARRY LLC	3/4" & 1 1/4" MINUS	30500030.563000.R0701	595.07
58278	JOHNSON, MARVIN	UB 651449016000 6027 101ST PL	401.122110.	7.45
58279	JUDD & BLACK	40" TV-MENS DAYROOM @ PSB	00100010.531000.	764.49
58280	KARAS TECHNICAL	PANIC BUTTON EQUIPMENT	001.231700.	-6.47
	KARAS TECHNICAL		00103121.526000.	81.66
58281	KESSELINGS GUN SHOP INC	SHIPPING CHARGE-AMMUNITION	00103740.531000.	21.72
	KESSELINGS GUN SHOP INC	AMMUNITION	00103740.531000.	461.56
	KESSELINGS GUN SHOP INC		00103740.531000.	2,187.86
58282	KILLINGSWORTH, JOHN	UB 100640000001 8815 46TH DR N	401.122110.	43.88
58283	DRUE KIRBY	PRO TEM SERVICES	00100030.541000.	370.00
	DRUE KIRBY		00100030.541000.	370.00
	DRUE KIRBY		00100050.541000.	370.00
58284	KOSTEL, LARRY	UB 672660000000 5321 101ST PL	401.122110.	210.16
58285	LAB SAFETY SUPPLY INC	THERMOMETER	401.231700.	-10.24
	LAB SAFETY SUPPLY INC		40142480.531400.	129.36
58286	LARRY LARSON	REIMBURSE CLEANUP FRIDAY BBQ I	40143410.549000.	211.51
58287	LASTING IMPRESSIONS INC	(12) LOGOED CAPS FOR BLDG DEPT	00102020.526000.	198.06

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58287	LASTING IMPRESSIONS INC	EMBROIDERY-LEE, D	00103222.526000.	8.15
58288	LAW ENFORCEMENT TARGETS	EARPLUGS,TARGETS	001.231700.	-12.66
	LAW ENFORCEMENT TARGETS		00103740.531000.	159.90
58289	KIM LEWIS	REFUND CLASS FEES	00110347.376009.	50.00
58290	DEPT OF LICENSING	GARDNER, GARY W. (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LEWIS, LINDSEY M. (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MCCARTHY, WILLIAM D. (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	MCKINNEY, CHRISTOPHER M. (ORIG	001.237020.	18.00
	DEPT OF LICENSING	MORTENSEN, RUBIN L. (ORIG-DENI	001.237020.	18.00
	DEPT OF LICENSING	NEUMANN, RICHARD R. (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	WALKER, REX A. (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	HEASLEY, EVELINE M. (LT RENEWA	001.237020.	21.00
	DEPT OF LICENSING	HEASLEY, FRANKLIN A. (LT RENEW	001.237020.	21.00
58291	DEPT OF LICENSING	DEALER LICENSE-PAWN PLUS	001.237080.	125.00
58292	LITTLE RED WEAVER BIRD, INC	INSTRUCTOR SERVICES	00105120.541020.	128.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	180.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	384.00
	LITTLE RED WEAVER BIRD, INC		00105120.541020.	704.00
58293	LOWES HIW INC	SHOP VAC FILTER	40142480.531300.	26.00
58294	MARYSVILLE PRINTING	BUSINESS CARDS	00102020.526000.	113.92
	MARYSVILLE PRINTING	ENVELOPES,BUSINESS CARDS	00103121.531000.	40.50
	MARYSVILLE PRINTING	IMPOUND & SUPP PROPERTY FORMS	00103222.531000.	648.81
	MARYSVILLE PRINTING	ENVELOPES,BUSINESS CARDS	00103222.531000.	738.00
	MARYSVILLE PRINTING	BUSINESS CARDS	00105120.531000.	113.92
	MARYSVILLE PRINTING	PROSECUTER OFFER FORMS	00105515.531000.	99.68
	MARYSVILLE PRINTING	(1,000) GIFT CERTIFICATE PRINT	42047267.531000.	192.77
58295	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES 8/09	642.237000.	99,834.00
58296	MARYSVILLE VAC & SEW	VACUUM BAGS	00112572.531000.	5.38
58297	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6802 84TH ST NE	42047267.547000.	386.00
58298	MICHAEL & DONNA MCGINNIS	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00
58299	MERLINO BROTHERS LLC	AUGUST 09 MISC SIDEWALK REPAIR	101.223400.	-127.94
	MERLINO BROTHERS LLC		101.223400.	-23.16
	MERLINO BROTHERS LLC		10111561.531000.	463.11
	MERLINO BROTHERS LLC		10111561.531000.	2,558.83
	MERLINO BROTHERS LLC	CONSTRUCTION OF BULB-OUTS	305.223400.	-866.10
	MERLINO BROTHERS LLC		30500030.563000.R0701	17,322.08
58300	TONYA MIRANDA	REIMBURSE SHIPPING EXPENSE	00100020.542000.	16.14
	TONYA MIRANDA		00102020.542000.	32.28
	TONYA MIRANDA		40143410.542000.	16.14
58301	MONEY MAILER OF SNOHOMISH CO	COUPONS FOR SEPT 09 MAILER	42047267.544000.	315.00
58302	NATIONAL BARRICADE COMPANY	MISC SIGNS	10111864.531000.	1,370.97
58303	NELSON, ROBERT & MARIA	UB 650520000001 6000 96TH ST N	401.122110.	29.63
58304	NEXTEL COMMUNICATIONS	NEXTEL EQUIP CHRGS ACCT # 2117	50350390.542000.	161.28
58305	NEXTEL COMMUNICATIONS	ACCT #844448815	00100020.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		00103010.542000.	40.99
	NEXTEL COMMUNICATIONS		40143410.542000.	40.99
	NEXTEL COMMUNICATIONS		40143410.542000.	40.99
	NEXTEL COMMUNICATIONS		50300090.542000.	122.97
58306	NICOLAS, ESTHER & ALANDRINO	UB 270740000001 5217 121ST ST	401.122110.	94.64
58307	NORTH COUNTY OUTLOOK	COUPON AD NORTH CO OUTLOOK	42047267.544000.	200.00
58308	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	102.18
58309	NORTHWESTERN AUTO REBUILD INC	REPAINT ROOF PANEL VEH #P111	50100065.548000.	529.04
58310	WORTH NORTON	REIMBURSE MILEAGE,SOFTWARE,REC	00100010.531000.	59.00

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58310	WORTH NORTON	REIMBURSE MILEAGE,SOFTWARE,REC	50300090.531000.	16.29
	WORTH NORTON		50300090.543000.	15.77
58311	NRPA	09-10 NRPA MEMBERSHIP RENEWALS	00105380.549000.	440.00
58312	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	50.40
	OFFICE DEPOT		00100490.531000.	38.78
	OFFICE DEPOT		00102020.531000.	50.40
	OFFICE DEPOT		40142480.531000.	50.40
	OFFICE DEPOT		50100065.531000.	8.40
	OFFICE DEPOT		50200050.531000.	8.40
58313	PACIFIC NW BUSINESS PRODUCTS INC	PRINTER CARTRIDGES	00101023.531000.	61.85
	PACIFIC NW BUSINESS PRODUCTS INC		50100065.531000.	52.02
58314	PACIFIC NW CART SERVICES INC	GOLF CART RENTAL	42047267.545000.	3,600.00
58315	PACIFIC POWER PRODUCTS	WHEEL & TIRE ASSEMBLIES	00105380.548000.	457.21
	PACIFIC POWER PRODUCTS	BEARINGS	42047165.548000.	94.73
	PACIFIC POWER PRODUCTS	ROLLER SHAFTS	42047165.548000.	340.89
58316	PACIFIC TOPSOILS INC	ASPHALT DUMP	30500030.563000.R0701	115.50
58317	PAPE MACHINERY	OIL & ELEMENT FILTERS	501.141100.	82.00
	PAPE MACHINERY	FUEL PUMP	50100065.534000.	506.51
58318	PARKSON CORP.	BILLING ADJ FOR INV. AR1-80901	40142480.548000.	-177.00
	PARKSON CORP.	AIR LIFT CHAMBER	40142480.548000.	547.40
58319	PART WORKS INC, THE	CHECK MODULES,KITS	40140880.531000.	258.63
58320	THE PARTS STORE	BATTERIES,FILTERS	42047165.548000.	120.82
	THE PARTS STORE	BLOWER MOTOR	50100065.534000.	29.28
	THE PARTS STORE	BEARING	50100065.534000.	42.09
	THE PARTS STORE	CAP AND ROTOR	50100065.534000.	53.21
58321	PELZER GOLF SUPPLIES	STINGER SOFT SPIKES	420.141100.	246.33
58322	PETTY CASH FUND-POLICE	HOSTED TRAINING,TRIAL SUPPLIES	00103010.531000.	21.71
	PETTY CASH FUND-POLICE		00103121.531000.	27.14
	PETTY CASH FUND-POLICE		00103740.549000.	4.99
	PETTY CASH FUND-POLICE		00103740.549000.	51.65
58323	PETTY CASH- PW	PARTS,ICE,FLASH DRIVES,BRASS,F	40140180.548000.	2.74
	PETTY CASH- PW		40140280.548000.	3.45
	PETTY CASH- PW		40140380.531000.	2.78
	PETTY CASH- PW		40140380.531000.	3.25
	PETTY CASH- PW		40140380.531000.	12.94
	PETTY CASH- PW		40140580.541000.	1.00
	PETTY CASH- PW		40140580.541000.	8.00
	PETTY CASH- PW		40143410.531000.	32.55
	PETTY CASH- PW		40145040.549000.	1.00
	PETTY CASH- PW		40145040.553100.	1.39
58324	UNITED STATES POSTAL SERVICE	POSTAGE	00104190.551000.	2,000.00
58325	PRIZE POSSESSIONS	TROPHIES	420.141100.	128.46
58326	PROTHMAN COMPANY	STREET MAINT SUPERVISOR SEARCH	10111230.541000.	1,229.61
58327	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	2,934.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #475-001-792-5	00105380.547000.	51.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-739-1	00105380.547000.	85.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-598-9	00105380.547000.	321.18
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #348-001-954-0	00105380.547000.	411.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-505-4	00105380.547000.	521.21
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	2,441.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #528-001-292-2	10110564.547000.	57.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #968-001-439-7	10111864.547000.	81.47
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #249-067-781-8	10111864.547000.	83.96
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-738-3	10111864.547000.	131.24
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-066-9	40140180.547000.	29.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #493-001-113-7	40140180.547000.	123.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/17/2009 TO 09/23/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58327	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	1,660.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	2,104.58
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	2,421.98
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #300-001-899-8	40142280.547000.	34.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #251-001-382-0	40142280.547000.	1,002.90
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #381-001-187-8	40142480.547000.	48.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #400-001-036-5	40142480.547000.	688.67
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	4,539.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	8,466.58
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	14,936.19
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-155-9	40143780.547000.	1,289.43
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,332.99
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #416-001-067-6	40143780.547000.	1,797.03
58328	PUGET SOUND SECURITY	KEYS MADE FOR VEH #V018	10111230.549000.	6.40
58329	RADIOSHACK	COMM CABLE FOR PSION	40140980.531000.	23.85
58330	RAYMOND, MONIQUE & GARY	UB 290960000002 13432 58TH DR	401.122110.	88.68
58331	MARTIN REIMERS	REFUND CLASS FEES	00110347.376009.	100.00
58332	KAREN RIEGER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58333	JASON ROSE	REIMBURSE CDL CLASS A FEES	41046060.549000.	110.00
58334	ROY ROBINSON CHEVROLET	DOOR AJAR SWITCH	50100065.534000.	10.21
58335	JUANITA F. WADE	CITY FLAG	420.231700.	-4.92
	JUANITA F. WADE		42047165.549000.	62.12
58336	SNO CO SHERIFF & POLICE CHIEFS ASSO	SCSPCA DUES-SMITH, R	00103010.549000.	25.00
58337	SIMPLOT PARTNERS	GREENS FERTILIZER	42047165.531900.	1,848.07
58338	ANGELA SLOAN	REFUND SECURITY DEPOSIT	001.239100.	200.00
58339	SNO CO PUBLIC WORKS	DUMP FEE	00105380.547000.	58.00
	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES 8/09	41046060.551000.	115,656.00
58340	SOUND SAFETY PRODUCTS CO INC	GLOVES,EARPLUGS	501.141100.	237.14
58341	SOUTH DISTRICT COURT	BAIL POSTED #C00670143	001.229050.	500.00
58342	STATE AVENUE PLAZA, LLC	MONTHLY LEASE PYMNT @ 1015 STA	00101250.545000.	28,000.00
58343	WASHINGTON STATE PATROL	FINGERPRINT ID SERVICES 8/09	001.237100.	192.50
	WASHINGTON STATE PATROL		00102020.541000.	26.00
58344	TITLEIST	TITLEIST GOLF BALLS	420.141100.	1,553.60
58345	LORRIE TOWERS	REIMBURSE TRAVEL,LODGING JUDIC	00100050.543000.	423.96
58346	TRAFFIC SAFETY SUPPLY CO INC	SIGNS & STEEL POSTS	10111864.531000.	1,271.16
58347	UNITED PARCEL SERVICE	SHIPPING EXPENSE	10111864.531000.	10.35
	UNITED PARCEL SERVICE		40143410.531000.	10.35
58348	UNITED PIPE & SUPPLY INC	RETURN RISERS	401.141400.	-156.38
	UNITED PIPE & SUPPLY INC	RISERS FOR METER BOXES	401.141400.	306.25
	UNITED PIPE & SUPPLY INC	ADAPTER	40141080.531000.	156.11
	UNITED PIPE & SUPPLY INC	HYDRANT & ROMAGRIP	40141080.531000.	1,771.73
	UNITED PIPE & SUPPLY INC	HYDRANT	40141080.531000.	1,812.26
	UNITED PIPE & SUPPLY INC		40141080.531000.	1,889.31
58349	USA BLUEBOOK	ANTI SIEZE,BAGS	40140680.531000.	172.17
58350	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE 8/09	40141180.541000.	474.15
58351	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	57.12
	VERIZON NORTHWEST		00105120.542000.	79.99
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.32
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	159.42
58352	WA SATSANG SOCIETY	REFUND DEPOSIT FOR RENTAL	001.239100.	58.00
58353	WAXIE SANITARY SUPPLY	CAUTION TAPE,GRIP N GRAB	00105380.531000.	30.52
	WAXIE SANITARY SUPPLY	BEE KILLER	00105380.531000.	108.11
58354	LOREN R. WAXLER	PUBLIC DEFENDER	00105515.541040.	142.50
	LOREN R. WAXLER		00105515.541040.	165.00
58355	WESTERN FACILITIES SUPPLY INC	JAIL SUPPLIES	00103960.531000.	476.51
58356	WESTERN PETERBILT INC	CREDIT FOR PARTS RETURNED	50100065.534000.	-164.94

DATE: 09/23/2009
TIME: 9:45:38AM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 09/17/2009 TO 09/23/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58356	WESTERN PETERBILT INC	WINDOW CRANK HANDLES	50100065.534000.	395.78
	WESTERN PETERBILT INC	CONDENSOR,RECEIVER/DRYER	50100065.534000.	655.27
58357	KATHY WESTON	REFUND SECURITY DEPOSIT	001.239100.	200.00
58358	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT-PARKS AD	00105380.531000.	37.88

WARRANT TOTAL: 727,114.57

VOID

CHECK # 58166 WRONG REMIT (99,834.00)

627,280.57

REASON FOR VOIDS:

**INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

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 **September 30, 2009** claims in the amount of **\$1,217,293.51** paid by **Check No.'s 58359 through 58453** with Check No. 58159 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

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 **\$1,217,293.51 PAID BY CHECK NO.'S 58359 THROUGH 58453 WITH CHECK NUMBER 58159 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



DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **30th DAY OF SEPTEMBER 2009.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/24/2009 TO 09/30/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58359	ABC LEGAL SERVICES INC.	MESSENGER SERVICES	00105515.549000.	125.00
58360	ADVANTAGE COMMUNICATIONS INC	BATTERY,BELT CLIP,CHARGERS	501.141100.	300.75
58361	ALPINE PRODUCTS INC	SENSOR	50100065.534000.	482.24
58362	AM TEST INC	WATER ANALYSIS	40140780.541000.	870.00
58363	AMSAN SEATTLE	DEGREASER	501.141100.	172.79
58364	ANDES LAND SURVEYING	SURVEYING SERVICES	41046060.541000.	1,120.00
58365	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	32.99
58366	CITY OF ARLINGTON	ACS USAGE-4300 GALLONS WATER	40140080.533000.	8.69
58367	BARNES DISTRIBUTION INC	MISC NUTS,BOLTS,WASHERS,CONNEC	50100065.531000.	111.95
58368	JUDITH BOWN	REFUND CLASS FEES	00110347.376009.	97.00
58369	BOYDEN ROBINETT & ASSOCIATES LP	UB 241211256000 12112 56TH DR	401.122110.	21.00
58370	CARLYLE, TOM & PATTY	UB 761302551401 7704 81ST ST N	401.122110.	153.10
58371	CARMEUSE INDUSTRIAL SANDS	3000 LBS SILICA SAND	401.231700.	-768.40
	CARMEUSE INDUSTRIAL SANDS		401.231700.	-768.40
	CARMEUSE INDUSTRIAL SANDS		401.231700.	-768.40
	CARMEUSE INDUSTRIAL SANDS		401.231700.	-768.40
	CARMEUSE INDUSTRIAL SANDS		40142480.549200.M0940	9,703.24
	CARMEUSE INDUSTRIAL SANDS		40142480.549200.M0940	9,703.24
	CARMEUSE INDUSTRIAL SANDS		40142480.549200.M0940	9,703.24
	CARMEUSE INDUSTRIAL SANDS		40142480.549200.M0940	9,703.24
58372	CARR'S ACE HARDWARE	SIGNAL & SCHOOL BEACON	10111864.531000.	206.33
	CARR'S ACE HARDWARE	SHORT SHANK PADLOCKS	501.141100.	292.89
58373	CEMEX	CLASS B ASPHALT	30500030.563000.R0701	501.12
58374	COLUMBIA PAINT & COATINGS	RAGS,SPACKLE,TAPE	00100010.531000.	14.49
	COLUMBIA PAINT & COATINGS		00101250.531000.	14.48
	COLUMBIA PAINT & COATINGS		00103530.531000.	14.49
	COLUMBIA PAINT & COATINGS		00112572.531000.	14.48
	COLUMBIA PAINT & COATINGS		40143410.531000.	14.48
58375	DELTA PROPERTY MANAGEMENT	UB 711080000000 8202 47TH AVE	401.122110.	65.00
58376	DMH INDUSTRIAL ELECTRIC INC	MEGGER TEST,SURGE TEST	30500030.563000.R0301	157.25
	DMH INDUSTRIAL ELECTRIC INC	CORD REPLACEMENT	30500030.563000.R0301	839.75
58377	E&E LUMBER INC	(2) FLANGED WAX GASKETS	00101250.531000.	6.49
	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	8.67
	E&E LUMBER INC		00102020.531000.	13.98
	E&E LUMBER INC	SILICONE,MOUSE,RAT TRAPS	40143780.531000.	13.71
	E&E LUMBER INC	PEDESTAL FAN	50100065.531000.	38.00
58378	EAST JORDAN IRON WORKS	18 X 24 GRATE	40145040.548000.	562.72
58379	EXIDE	CORE REFUNDS	501.141100.	-134.98
	EXIDE	CORE REFUND	501.141100.	-98.03
	EXIDE	CORE REFUNDS	501.141100.	-67.49
	EXIDE	BATTERY W/CORE CHR	501.141100.	63.56
	EXIDE	BATTERIES W/CORE CHRGS	501.141100.	134.97
	EXIDE		501.141100.	134.97
58380	CRYSTAL M. FAREK	RETURN SEIZURE FUNDS	643.237000.	178.00
58381	JOHN FAULKNER	LEOFF 1 REIMBURSEMENT	00103010.541100.	305.20
58382	RITA FISHER	REFUND CLASS FEES	00110347.376009.	97.00
58383	FREED LLC	UB 980098000265 3919 69TH DR N	401.122130.	59.70
58384	GRAINGER INC	VALVE	40140180.531000.	24.50
58385	GRANITE CONSTRUCTION COMPANY	PAY ESTIMATE # 14	30500030.563000.R0301	828,327.54
	GRANITE CONSTRUCTION COMPANY		40220594.563000.W0007	21,882.86
	GRANITE CONSTRUCTION COMPANY		40230594.563000.S0701	31,289.52
	GRANITE CONSTRUCTION COMPANY		40250594.563000.D0501	115,016.11

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58386	KRISTIE GUY	REIMBURSE WELLNESS ITEMS	00100310.549011.	22.64
58387	STARLYN HALLMAN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58388	HARRIS & ASSOCIATES	PAY ESTIMATE # 16	30500030.563000.R0301	62,749.62
	HARRIS & ASSOCIATES		40220594.563000.W0007	1,657.74
	HARRIS & ASSOCIATES		40230594.563000.S0701	2,370.36
	HARRIS & ASSOCIATES		40250594.563000.D0501	8,711.45
58389	HD FOWLER COMPANY	ADAPTER,COUPLINGS	401.141400.	75.13
	HD FOWLER COMPANY	METER BOX BASES,COVERS	401.141400.	432.53
	HD FOWLER COMPANY	GATE VALVES	40140480.548000.	132.44
	HD FOWLER COMPANY		40140480.548000.	269.01
	HD FOWLER COMPANY	BREAK AWAY KIT FOR HYDRANT	40140680.531000.	156.74
	HD FOWLER COMPANY	CHECK VALVE,SADDLE,U BOLTS	40140780.531000.	283.72
	HD FOWLER COMPANY	MIDWAY FIRE STATION PARTS	40145040.548000.	448.57
	HD FOWLER COMPANY	45* ELL,GLAND,GASKET,T BOLT KI	40220594.563000.W0604	424.63
	HD FOWLER COMPANY	(40) 16" PVC PIPE	40220594.563000.W0604	744.13
58390	HEALTH ENHANCEMENT SYSTEMS	WALKTOBER SUPPLY KITS	00100310.549011.	163.17
58391	KATHRYN HOUK	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58392	LINDA HUGHES		001.239100.	100.00
58393	INTEGRA TELECOM	ACCT #010495321	00100020.542000.	124.63
	INTEGRA TELECOM		00100050.542000.	169.61
	INTEGRA TELECOM		00100110.542000.	49.48
	INTEGRA TELECOM		00100310.542000.	59.67
	INTEGRA TELECOM		00100720.542000.	13.18
	INTEGRA TELECOM		00101023.542000.	68.75
	INTEGRA TELECOM		00101130.542000.	36.76
	INTEGRA TELECOM		00102020.542000.	345.34
	INTEGRA TELECOM		00103010.542000.	97.79
	INTEGRA TELECOM		00103121.542000.	118.66
	INTEGRA TELECOM		00103222.542000.	408.99
	INTEGRA TELECOM		00103528.542000.	22.59
	INTEGRA TELECOM		00103630.542000.	11.28
	INTEGRA TELECOM		00103960.542000.	136.68
	INTEGRA TELECOM		00104190.542000.	161.75
	INTEGRA TELECOM		00104230.542000.	12.95
	INTEGRA TELECOM		00105120.542000.	146.84
	INTEGRA TELECOM		00105250.542000.	25.06
	INTEGRA TELECOM		00105515.542000.	61.71
	INTEGRA TELECOM		00143523.542000.	88.33
	INTEGRA TELECOM		10111230.542000.	79.74
	INTEGRA TELECOM		40142480.542000.	119.06
	INTEGRA TELECOM		40143410.542000.	240.01
	INTEGRA TELECOM		41046170.542000.	11.24
	INTEGRA TELECOM		42047061.542000.	60.76
	INTEGRA TELECOM		50100065.542000.	35.53
	INTEGRA TELECOM		50148058.542000.	11.29
	INTEGRA TELECOM		50200050.542000.	23.08
	INTEGRA TELECOM		50300090.542000.	101.23
58394	INTERSTATE BATTERY OF SEATTLE	(4) BATTERIES	50100065.534000.	521.00
58395	IRON MOUNTAIN QUARRY LLC	4 X 8 ROCK	40142480.548000.	329.81
	IRON MOUNTAIN QUARRY LLC		40142480.548000.	492.47
58396	AMY ISAIA	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58397	MARCIA KELLEY	REIMBURSE HOTEL EXPENSES-CIVIL	00100490.543000.	110.71

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/24/2009 TO 09/30/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58398	KENWORTH NORTHWEST INC	MIRROR ASSEMBLY	50100065.534000.	39.46
58399	TORY OLSEN KLEMENSTEN	INSTRUCTOR SERVICES	00105120.541020.	416.00
58400	CARLTON DOUP		00105120.541020.	355.50
58401	KIMMIE LAURETA	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00
58402	YVONNE LERVICK	REFUND CLASS FEES	00110347.376009.	97.00
58403	MARYSVILLE FLORAL	SYMPATHY ARRANGEMENT-STANTON	00100110.531000.	79.28
58404	MCLOUGHLIN & EARDLEY CORP	AMBER STROBE BEACON ASSEMBLY	501.141100.	196.08
	MCLOUGHLIN & EARDLEY CORP	LIGHT BAR,STROBE BULB REPLACEM	501.141100.	222.47
	MCLOUGHLIN & EARDLEY CORP		501.231700.	-17.62
	MCLOUGHLIN & EARDLEY CORP	AMBER STROBE BEACON ASSEMBLY	501.231700.	-15.53
58405	MERRYFIELD, LORI	UB 980175000000 5900 64TH ST N	410.122100.	213.94
58406	METAL WERKS INC	TV STAND	00100010.531000.	306.25
58407	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541000.	147.00
58408	NATIONAL BARRICADE COMPANY	DRIVE RIVETS	10111864.531000.	162.90
58409	NELSON PETROLEUM	DIESEL AND GASOLINE CONSUMED	42047165.532000.	1,058.96
58410	JOHN NIELD	REIMBURSE MILEAGE/PARKING FEES	00101023.549000.	148.20
58411	NJROTC BOOSTER CLUB	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58412	NORTH COAST ELECTRIC COMPANY	MISC ELEC REPAIR SUPPLIES	40142480.548000.	129.63
58413	NORTHWEST CASCADE INC	(4) HONEY BUCKETS	00105120.531010.	413.30
58414	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	21.99
	OFFICE DEPOT		00100060.531000.	147.14
	OFFICE DEPOT		00100110.531000.	12.42
	OFFICE DEPOT		00100110.531000.	66.84
	OFFICE DEPOT		00100110.531000.	96.48
	OFFICE DEPOT		00100310.549000.	74.89
	OFFICE DEPOT		00100490.531000.	18.51
	OFFICE DEPOT		00100490.531000.	19.74
	OFFICE DEPOT		00101023.531000.	36.94
	OFFICE DEPOT		00101130.531000.	110.81
	OFFICE DEPOT		00102020.531000.	114.42
	OFFICE DEPOT		00105380.531000.	77.92
	OFFICE DEPOT		00143523.531000.	73.81
	OFFICE DEPOT		40143410.531000.	21.99
	OFFICE DEPOT		42047267.531000.	38.78
	OFFICE DEPOT		50100065.531000.	2.44
	OFFICE DEPOT		50200050.531000.	2.44
58415	OGDEN MURPHY WALLACE PLLC	VERIZON FRONTIER FRANCHISE TRA	00100720.541000.	170.43
	OGDEN MURPHY WALLACE PLLC		00100720.541000.	185.01
58416	PACIFIC NW BUSINESS PRODUCTS INC	TONER CARTRIDGE	50148058.531000.	40.13
58417	PACIFIC POWER BATTERIES	CORE REFUND, RETURNED PART	00105250.531000.	-30.95
	PACIFIC POWER BATTERIES	EMERGENCY LIGHT PARTS	00105250.531000.	56.47
58418	PACIFIC POWER PRODUCTS	TINES	42047165.548000.	247.61
58419	PAPE MACHINERY	FILTER ELEMENT	501.141100.	64.08
58420	THE PARTS STORE	SHURWASH,TIES,FILTER,HEADLAMP	501.141100.	131.08
	THE PARTS STORE	WASHER FLUID,TIES,SHURWASH,FIL	501.141100.	180.18
58421	LYNN PETRABORG	REFUND CLASS FEES	00110347.376009.	97.00
58422	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	67.94
	PETROCARD SYSTEMS INC		00102020.532000.	514.11
	PETROCARD SYSTEMS INC		00103222.532000.	4,909.50
	PETROCARD SYSTEMS INC		00105380.532000.	1,106.29
	PETROCARD SYSTEMS INC		10111230.532000.	1,457.31
	PETROCARD SYSTEMS INC		40143880.532000.	3,871.16

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/24/2009 TO 09/30/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58422	PETROCARD SYSTEMS INC	FUEL CONSUMED	40145040.532000.	45.26
	PETROCARD SYSTEMS INC		41046060.532000.	2,856.14
	PETROCARD SYSTEMS INC		50100065.532000.	83.48
	PETROCARD SYSTEMS INC		50200050.532000.	62.86
	PETROCARD SYSTEMS INC		50300090.542000.	46.20
58423	PLATEAU ELECTRIC	REFUND ELEC INSPECTION/FEE	001.237030.	4.50
	PLATEAU ELECTRIC		00107345.358200.	75.00
58424	THE PPI GROUP	GPS/DATA LOGGER W/EXT WARRANT	40145040.564000.0929	28,158.54
58425	UNITED STATES POSTAL SERVICE	POSTAGE-ACCOUNT TMS # 64291	00143523.542000.	4,000.00
58426	PTV AMERICA INC	ANNUAL PTV VISION SOFTWARE MAI	101.231700.	-77.40
	PTV AMERICA INC		10111864.531000.	977.40
58427	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #829-000-110-9	10110463.547000.	72.23
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 635-001-155-4	10110463.547000.	130.15
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #525-001-287-8	10110463.547000.	137.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #614-001-193-0	10111864.547000.	38.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #246-001-703-7	10111864.547000.	54.92
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-234-7	10111864.547000.	98.56
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-002-822-0	10111864.547000.	104.76
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #498-001-707-5	10111864.547000.	128.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #172-000-169-0	10111864.547000.	547.10
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #500-001-942-1	40140180.547000.	29.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #450-033-638-5	40142280.547000.	32.69
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #526-001-076-3	40143780.547000.	28.62
58428	HOWARD RADERMACHER	KBSCC ENTERTAINER 9/16/09	00105250.531050.	70.00
58429	RADIOSHACK	CABLE,ADAPTER,CONN PLUGS	10111864.535000.	42.32
58430	SHAWN RITCHEY	BLOOD BORNE PATHOGENS	00100310.531200.	475.00
58431	SALTIS, DANIEL & TERRI	UB 091840000000 9506 50TH AVE	401.122110.	1,355.07
58432	SASE COMPANY INC	DRIVE BELT	50100065.534000.	194.59
58433	LYNN SCHROEDER	REIMBURSE MTG SUPPLIES	00100110.549000.	55.47
	LYNN SCHROEDER		00105090.549000.	19.59
58434	SNO CO AUDITOR	RECORDING FEES	00102020.549000.	1,331.50
58435	SNO CO PUBLIC WORKS	JULY 09 BILLING	10200030.548000.M0910	22.69
58436	SOUND PUBLISHING INC	LEGALS-CD 8/09	00102020.544000.	547.79
58437	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS	501.141100.	263.96
58438	TUCKER, SHELLY	UB 081425000001 8423 47TH DR N	401.122110.	135.86
58439	JEFF VANDENBERG	REIMBURSE VEST,POUCH PURCHASE	00103222.526000.	80.45
58440	VERIZON NORTHWEST	ACCT #104650377503	00105250.542000.	133.01
	VERIZON NORTHWEST	ACCT # 102564566904-DEERING	00105380.542000.	54.83
	VERIZON NORTHWEST	BEACH AVE PROPERTY	00105380.547000.	133.00
	VERIZON NORTHWEST	ACCT #102954091901	50148058.542000.	53.02
58441	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100020.542000.	58.24
	VERIZON NORTHWEST		00100050.542000.	58.24
	VERIZON NORTHWEST		00100110.542000.	116.52
	VERIZON NORTHWEST		00100310.542000.	58.24
	VERIZON NORTHWEST		00101023.542000.	58.24
	VERIZON NORTHWEST		00102020.542000.	58.24
	VERIZON NORTHWEST		00103010.542000.	58.24
	VERIZON NORTHWEST		00105120.542000.	58.24
	VERIZON NORTHWEST		00105515.542000.	116.49
	VERIZON NORTHWEST		40143410.542000.	58.24
58442	VERIZON	ACCT #0064811477782	40143410.542000.	79.99
58443	VKR ENTERPRISES, INC	WELLNESS-WALKTOBER PEDS	00100310.549011.	75.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 09/24/2009 TO 09/30/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58444	JAMES C. WEBBER	SUPERVISORS QTRLY MTG	00100310.531200.	918.15
58445	WESTERN FACILITIES SUPPLY INC	AIR NEUTRALIZER	00100010.531000.	101.95
	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	164.62
58446	WESTERN SYSTEMS INC	SCHOOL ZONE LIGHT SUPPLIES	10111864.531000.	27,906.62
58447	WILBUR-ELLIS	GREENS MOSS CONTROL	42047165.531930.	311.66
	WILBUR-ELLIS	GREENS FUNGICIDE	42047165.531930.	1,478.24
58448	WILLDAN FINANCIAL SERVICES	ARBITRAGE CALCULATION	40143410.541000.	2,500.00
58449	HEIDI WILLIAMS	REFUND CLASS FEES	00110347.376009.	110.00
58450	DONNA WRIGHT	REIMBURSE EVENT FEES/MILEAGE	00100060.543000.	33.46
	DONNA WRIGHT		00100060.549000.	40.00
58451	YELDELL, ROBERT & ANNE M	UB 610880000000 3828 118TH PL	401.122110.	68.42
58452	PETE YOCUM	REFUND CLASS FEES	00110347.376020.	30.00
58453	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT-GOLF MAI	42047165.531000.	22.61

WARRANT TOTAL:

1,217,814.51

VOID

CHECK # 58159 WRONG VENDOR (521.00)

1,217,293.51

REASON FOR VOIDS:

- INITIATOR ERROR**
- WRONG VENDOR**
- CHECK LOST IN MAIL**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the October 5, 2009 payroll in the amount \$1,248,153.83 Check No.'s 21910 through 21961.
COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

AGENDA ITEM: Approve Annual Support Agreement and License Agreement for Munis Software	AGENDA SECTION:	
PREPARED BY: Worth Norton, Information Services Manager	AGENDA NUMBER:	
ATTACHMENTS 1. Annual Support Agreement and License Agreement for Munis Software 2. Tyler Technologies, Inc. Invoice No. 17857	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 50300030 541000	AMOUNT: \$49,963.60	

The attached contract is for the yearly license and support for Munis software. This agreement provides support for the City's financial software. Munis software is the City's financial software package including all Accounting, Utility Billing, and Payroll software. This agreement provides user and administrative support for all applications as well as software updates and maintenance.

RECOMMENDED ACTION:

The Finance and Information Services Departments recommend that the City Council authorize the Mayor to sign the attached contract and approve payment of Tyler Technologies, Inc. invoice number 17857.

COUNCIL ACTION:

Dear Tyler Customer:

Enclosed you will find an invoice, your Annual Support and License Agreement, and a holiday schedule for the upcoming year.

One copy of the Annual Support and License Agreement is for your records. One copy may be returned to us.

Please use the Remittance address on the invoice for your payment. The Falmouth, Maine address is only for general correspondence or Purchase Orders.

Failure to make payment prior to the expiration of your current Support and License Agreement may result in interruption of your support services.

Thank you in advance and please call if you have any questions or concerns.

Sincerely,



Lorraine Greene
Billing Specialist

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to:
4700 City of Marysville
Attn: Sandy Langdon
Address: 1049 State Avenue
Marysville, WA 98270

Contact:
Sandy Langdon
Telephone:
360.651.5017

This Support and License Agreement (herein "Agreement") is entered into between City of Marysville (Licensee) with its principal place of business at 1049 State Avenue, Marysville, WA and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 9th day of October 2009.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 10/09/09 and shall remain in force until 10/08/10 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: City/Town/Village School County Other
(This Agreement is limited to only those entities marked.)

III. Payment

- Licensee agrees to pay MUNIS \$ 43,007.00 for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:	
Accounting/GI/BG/AP	D
Accounts Receivable	D
Fixed Assets	D
General Billing	D
HR Management	B
Inventory	D
MUNIS Crystal Reports	D
MUNIS Office	D
Payroll	B
Project & Grant Accounting	D
Purchase Orders	D
Requisitions	D
Utility Billing	D
Tyler Forms Processing	D
UB Interface	D

Application:

Licensee¹

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President

Date

Date

September 2, 2009

* Current Billable Service Rates are available on request.

Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.



Remittance:
 Tyler Technologies, Inc
 P.O. Box 678168
 Dallas, TX 75267-8168

Invoice

Invoice No 17857	Date 09/15/2009	Page 1 of 2
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Questions:
 Phone: 207-781-2260
 Toll-free: 1-800-772-2260
 Email: munis.accounting@tylertech.com
 Fax : 207-781-2459 (Accounting Dept)

Bill To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

Ship To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

Customer No. 4700	Ord No 7229	PO Number	Currency USD	Terms NET30	Due Date 10/15/2009
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Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	1,604.00	1,604.00
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,417.00	2,417.00
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,500.00	2,500.00
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,315.00	2,315.00
	SUPPORT & UPDATE LICENSING - UTILITY BILLING Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	4,793.00	4,793.00
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,500.00	2,500.00
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	10,887.00	10,887.00
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,707.00	2,707.00
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,084.00	2,084.00
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,292.00	2,292.00

Contract No.: MARYSVILLE, WA



Remittance:

Tyler Technologies, Inc
 P.O. Box 678168
 Dallas, TX 75267-8168

Invoice

Invoice No	Date	Page
17857	09/15/2009	2 of 2

Questions:

Phone: 207-781-2260
 Toll-free: 1-800-772-2260
 Email: munis.accounting@tylertech.com
 Fax : 207-781-2459 (Accounting Dept)

Bill To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

Ship To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4700	7229		USD	NET30	10/15/2009

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,292.00	2,292.00
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	2,084.00	2,084.00
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	1,719.00	1,719.00
	GUI SUPPORT Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	50	60.00	3,000.00
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	1,042.00	1,042.00
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 09/Oct/2009, End: 08/Oct/2010	1	1,771.00	1,771.00

Subtotal	46,007.00
Sales Tax	3,956.60
Invoice Total	49,963.60

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

AGENDA ITEM: Jail Services Interlocal Agreements with the Sauk-Suiattle Tribe	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Commander	AGENDA NUMBER:	
ATTACHMENTS: Jail Services Interlocal Agreement with the Sauk-Suiattle Tribe	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a new contract with the Sauk-Suiattle Tribe for Jail Services, space available, as needed. The contract is for a two year term beginning December 2, 2009 and ending December 31, 2011, with an option for a two year extension. The following are the changes in Schedule A for the new contract;

Booking Fee	from \$32 to \$40
Daily fee per inmate	from \$57 to \$62
Transfer fee (one time)	from \$10 to \$20
Transportation fee (each transport)	NEW \$40
Annual adjustment	NEW 90% CPIW (June of preceding year) maximum 2.25%

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Interlocal Agreement for jail services, with the Sauk-Suiattle Tribe.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**Third Amendment of Interlocal Agreements for Jail Services
Sauk-Suiattle**

**Section 5 Duration /Renewal
January 1, 2010 to December 31, 2011**

and

Amendment of Schedule "A":

Booking Fee from \$32 to \$40

Inmate Transfer administrative fee from \$10.00 to \$20.00

**Daily Maintenance Fee from \$52.00 to \$62.00,
(Bed space as needed based on space available,)**

Transportation Fee (new in 2010) \$40.00 per trip;

and with a COLA up to 2.25% increase per year

on Booking fees and Daily Maintenance Fees –

Effective January 1, 2010

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

page 1 of 4

g/mv/M-02-033/IIA Jail/IIA.jail services – Sauk-Suiattle Third Amend & 2010 renewal

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 12/28/09 recording # 200712280719 with the Snohomish County Auditor; and,

WHEREAS, the Sauk-Suiattle Tribal Council on _____, authorized entry into this THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES AND ONE YEAR RENEWAL; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2010 to December 31, 2011.

WHEREAS, while Marysville and the Tribe have agreed to renew pursuant to Section 5. DURATION - RENEWAL; and Amend **Schedule "A"** Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on 12/13/05 and amended 11/28/09 and 11/27/09 shall be renewed for a two-year term commencing January 1, 2010 and ending December 31, 2011.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

page 2 of 4

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____,

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF WASHINGTON

Dennis Kendall, Mayor

~~Herold Hudson~~, Janice Mabee, Chairperson
Sauk-Suiattle Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

~~TRACY JEFFRIES~~ Jeffries, City Clerk
Council Secretary

~~Cynthia Harris~~ Nancy DeCoteau, Tribal

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney
Counsel

~~Rebecca H. Leonard~~ Regina Hovet, General

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Sauk-Suiattle Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Sauk-Suiattle Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **
Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**Third Amendment of Interlocal Agreements for Jail Services
Sauk-Suiattle**

**Section 5 Duration /Renewal
January 1, 2010 to December 31, 2011**

and

Amendment of Schedule "A":

Booking Fee from \$32 to \$40

Inmate Transfer administrative fee from \$10.00 to \$20.00

**Daily Maintenance Fee from \$52.00 to \$62.00,
(Bed space as needed based on space available,)**

Transportation Fee (new in 2010) \$40.00 per trip;

and with a COLA up to 2.25% increase per year

on Booking fees and Daily Maintenance Fees –

Effective January 1, 2010

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

page 1 of 4

g/mv/M-02-033/IIA Jail/IIA.jail services – Sauk-Suiattle Third Amend & 2010 renewal

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 12/28/09 recording # 200712280719 with the Snohomish County Auditor; and,

WHEREAS, the Sauk-Suiattle Tribal Council on _____, authorized entry into this THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES AND ONE YEAR RENEWAL; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2010 to December 31, 2011.

WHEREAS, while Marysville and the Tribe have agreed to renew pursuant to Section 5. DURATION - RENEWAL; and Amend **Schedule "A"** Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on 12/13/05 and amended 11/28/09 and 11/27/09 shall be renewed for a two-year term commencing January 1, 2010 and ending December 31, 2011.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

page 2 of 4

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____,

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF
WASHINGTON

Dennis Kendall, Mayor

Janice Mabee, Chairperson
Sauk-Suiattle Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

Tracy Jeffries, City Clerk

Nancy DeCoteau, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

Regina Hovet, General Counsel

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Sauk-Suiattle Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Sauk-Suiattle Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **
Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

AGENDA ITEM: Jail Services Interlocal Agreements with Stillaguamish Tribe	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Commander	AGENDA NUMBER:	
ATTACHMENTS: Jail Services Interlocal Agreement with Stillaguamish Tribe	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a new contract with the Stillaguamish Tribe for Jail Services, space available, as needed. The contract is for a two year term beginning December 31, 2009 and ending December 31, 2011, with an option for a two year extension. The following are the changes in Schedule A for the new contract;

Booking Fee	from \$32 to \$40
Daily fee per inmate	from \$57 to \$62
Transfer fee (one time)	from \$10 to \$20
Transportation fee (each transport)	NEW \$40
Annual adjustment	NEW 90% CPIW (June of preceding year) maximum 2.25%

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Interlocal Agreement for jail services, with the Stillaguamish Tribe.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

REDLINED
CLB

**Third Amendment of Interlocal Agreements for Jail Services
Stillaguamish**

**Section 5 Duration /Renewal
January 1, 2010 to December 31, 2011
and**

Amendment of Schedule "A":

Booking Fee from \$32 to \$40

Inmate Transfer administrative fee from \$10.00 to \$20.00

Daily Maintenance Fee from \$52.00 to \$62.00,

(Bed space as needed based on space available,)

Transportation Fee (new in 2010) \$40.00 per trip;

and with a COLA up to 2.25% increase per year

on Booking fees and Daily Maintenance Fees –

Effective January 1, 2010

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording 200601120846 with the Snohomish County Auditor; and,

Page 1 of 4

g/mv/M-02-033/ila jail/ila.jail services – Stillaguamish Third Amend & renewal 2010 F revised 100509 REDLINED

WHEREAS, Marysville and Stillaguamish Tribe entered in to the **FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** recorded on 3/14/2007 recording # 200703140111 with the Snohomish County Auditor; and,

WHEREAS, the Stillaguamish Tribal Council on December 6, 2007 authorized entry into ~~this~~ the **SECOND AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL**; and,

WHEREAS, Marysville and the Stillaguamish Tribe have agreed to renew the Interlocal Agreement for a two-year period; and,

WHEREAS, the Stillaguamish Tribe by the Stillaguamish Tribal Council on _____, authorized entry into this **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES**; and,

WHEREAS, ~~while~~ Marysville and the Tribes have agreed to renew pursuant to Section 5. **DURATION - RENEWAL**; and Amend **Schedule "A"** Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on 1/12/06 and amended December 6, 2007 shall be renewed for a two-year term commencing January 1, 2010 and ending December 31, 2011.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____.

CITY OF MARYSVILLE

STILLAGUAMISH TRIBE OF WASHINGTON

Dennis Kendall, Mayor

Sandy Klineburger, Chairperson
Stillaguamish Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

TRACY JEFFERIES, City Clerk

Jody Soholt, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

Lisa L. Atkinson, Tribal Contract Attorney

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Stillaguamish Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Stillaguamish Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **

Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**Third Amendment of Interlocal Agreements for Jail Services
Stillaguamish**

**Section 5 Duration /Renewal
January 1, 2010 to December 31, 2011
and**

Amendment of Schedule "A":

Booking Fee from \$32 to \$40

Inmate Transfer administrative fee from \$10.00 to \$20.00

Daily Maintenance Fee from \$52.00 to \$62.00,

(Bed space as needed based on space available,)

Transportation Fee (new in 2010) \$40.00 per trip;

and with a COLA up to 2.25% increase per year

on Booking fees and Daily Maintenance Fees –

Effective January 1, 2010

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to the Federal Register volume 68 No 234 December 5, 2003 notices p.68183. Governed by the Board of Directors of the Stillaguamish Tribe of Washington as provided in Article IV of the Constitution and Bylaws of the Tribe, and a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Stillaguamish Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 01/12/2006 recording 200601120846 with the Snohomish County Auditor; and,

Page 1 of 4

g/mv/M-02-033/ila jail/ila.jail services – Stillaguamish Third Amend & renewal 2010 F revised 100509

WHEREAS, Marysville and Stillaguamish Tribe entered in to the **FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** recorded on 3/14/2007 recording # 200703140111 with the Snohomish County Auditor; and,

WHEREAS, the Stillaguamish Tribal Council on December 6, 2007 authorized entry into the **SECOND AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL**; and,

WHEREAS, Marysville and the Stillaguamish Tribe have agreed to renew the Interlocal Agreement for a two-year period; and,

WHEREAS, the Stillaguamish Tribe by the Stillaguamish Tribal Council on _____, authorized entry into this **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES**; and,

WHEREAS, Marysville and the Tribes have agreed to renew pursuant to Section 5. **DURATION - RENEWAL**; and Amend **Schedule "A"** Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Tribe mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on 1/12/06 and amended December 6, 2007 shall be renewed for a two-year term commencing January 1, 2010 and ending December 31, 2011.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____.

CITY OF MARYSVILLE

STILLAGUAMISH TRIBE OF
WASHINGTON

Dennis Kendall, Mayor

Sandy Klineburger, Chairperson
Stillaguamish Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

TRACY JEFFERIES, City Clerk

Jody Soholt, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

Lisa L. Atkinson, Tribal Contract Attorney

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Stillaguamish Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Stillaguamish Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **

Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

AGENDA ITEM: Lake Stevens Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Lake Stevens Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2010 to December 31, 2012. The changes to the contract are;

Booking Fee	from \$32 to \$40
Daily fee per inmate	from \$52 to \$60
Transfer fee (one time)	from \$10 to \$20
Transportation fee (each transport)	NEW \$40
Annual adjustment	NEW 90% CPIW (June of preceding year) maximum 2.25%

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Lake Stevens agreement for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

REDLINED
10/01/09
CLB

**Seventh Amendment
Interlocal Agreement for Jail Services
Lake Stevens;
Revising the Notice Period for Termination; and
Amendment of Schedule "A":
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$60.00,
(Bed space increased from 3 to 5 daily beds) and
Transportation Fee (new in 2010) \$40.00 per trip,
and a yearly COLA increase up to 2.25%
on Booking Fees and Daily Maintenance Fees.
Effective January 1, 2010.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, the parties wish to amend Paragraph 14 of the Agreement to provide for 180 days written notice by either party to terminate the agreement; and

WHEREAS, Marysville and Lake Stevens have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (increasing from 3 to 5 daily beds), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Paragraph 14 is amended to read as follows:

14. **TERMINATION OF AGREEMENT.** Either party shall provide 180 days written notice of its intent either to terminate or not to renew this agreement. In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

2.4. **Schedule A**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (increasing from 3 to 5 daily beds), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3.2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

4.3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2009.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE , Mayor

By _____
DENNIS KENDALL, Mayor

DATE: _____
APPROVED as to form:

DATE: _____
APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____
Attest:

DATE: _____
Attest:

Norma Scott, City Clerk

Tracy Jeffries, City Clerk

Field Code Cha
Field Code Cha

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$40.00 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily maintenance fee \$60.00

**

Lake Stevens agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$60.00 per day per bed.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Seventh Amendment
Interlocal Agreement for Jail Services
Lake Stevens;
Revising the Notice Period for Termination; and
Amendment of Schedule "A":
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$60.00,
(Bed space increased from 3 to 5 daily beds) and
Transportation Fee (new in 2010) \$40.00 per trip,
and a yearly COLA increase up to 2.25%
on Booking Fees and Daily Maintenance Fees.
Effective January 1, 2010.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

Page 1 of 4

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, the parties wish to amend Paragraph 14 of the Agreement to provide for 180 days written notice by either party to terminate the agreement; and

WHEREAS, Marysville and Lake Stevens have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (increasing from 3 to 5 daily beds), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Paragraph 14 is amended to read as follows:

14. **TERMINATION OF AGREEMENT.** Either party shall provide 180 days written notice of its intent either to terminate or not to renew this agreement. In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

2. **Schedule A**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (increasing from 3 to 5 daily beds), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

4. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals this _____ day of _____, 2009.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE , Mayor

By _____
DENNIS KENDALL, Mayor

DATE: _____
APPROVED as to form:

DATE: _____
APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____
Attest:

DATE: _____
Attest:

Norma Scott, City Clerk

Tracy Jeffries, City Clerk

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$40.00 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily maintenance fee \$60.00

**

Lake Stevens agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$60.00 per day per bed.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

AGENDA ITEM: Arlington Jail Services Agreement Sixth Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Arlington Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a new contract with the City Of Arlington. The current contract expires December 31, 2009. The new contract changes are in schedule A. The changes are;

Booking Fee	from \$32 to \$40
Daily fee per inmate	from \$52 to \$60
Transfer fee (one time)	from \$10 to \$20
Transportation fee (each transport)	NEW \$40
Annual adjustment	NEW 90% CPIW (June of preceding year) maximum 2.25%

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Arlington agreement for jail services.
--

COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

REDLINED
10/02/09
CLB

**Sixth Amendment of Interlocal Agreements for
Jail Services – Arlington
Section 5 Duration: Renewal 2010 – 2013 and
Amendment of Schedule “A”:
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$60.00 (8 Beds per day),
Transportation Fee (new in 2010) \$40.00 per trip,
and a yearly COLA increase up to 2.25%
on Booking Fees and Daily Maintenance Fees.
Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005 Marysville and Arlington entered into the Forth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009

WHEREAS, Marysville and Arlington wish to renew the Agreement for an additional four year term from January 1, 2010 through December 31, 201~~3~~²; and

WHEREAS, Marysville and Arlington have agreed to Amend **Schedule “A”** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Paragraph 5 DURATION** of the Agreement shall be amended to read as follows~~to add the following four-year renewal term of January 1, 2010 to December 31, 2013.~~

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2010 to December 31, 2013. The parties may negotiate additional renewal periods.”

2. **Schedule “A”** is amended as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. ~~and the FIRST AMENDMENT TO INTERLOCAL FOR JAIL SERVICES dated July 28, 2003 and the SECOND AMENDMENT FOR JAIL SERVICES dated December 16, 2003 and AMENDMENTS dated April 26, 2004 and October 7, 2004 and the THIRD AMENDMENT FOR JAIL SERVICES dated September 30, 2005 and the FOURTH AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES — 2005 RENEWAL and the FIFTH AMENDMENT dated November 13, 2006 and all other Amendments thereto remain in place and shall be unchanged by this agreement.~~ This Sixth Amendment to Interlocal Agreement For Jail Services shall be effective January 1, 2010.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2009.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____

By _____



SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$40.00 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily Maintenance Fee \$60.00 **

Arlington agrees to contract for eight (8) beds per day, 365 or 366 at a rate of \$60.00 per bed per day.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Sixth Amendment of Interlocal Agreements for
Jail Services – Arlington
Section 5 Duration: Renewal 2010 – 2013 and
Amendment of Schedule “A”:
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$60.00 (8 Beds per day),
Transportation Fee (new in 2010) \$40.00 per trip,
and a yearly COLA increase up to 2.25%
on Booking Fees and Daily Maintenance Fees.
Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002 Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005 Marysville and Arlington entered into the Forth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009

WHEREAS, Marysville and Arlington wish to renew the Agreement for an additional four year term from January 1, 2010 through December 31, 2013 ; and

WHEREAS, Marysville and Arlington have agreed to Amend **Schedule “A”** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

Page 1 of 4

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Paragraph 5 DURATION** of the Agreement shall be amended to read as follows:

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2010 to December 31, 2013. The parties may negotiate additional renewal periods.”

2. **Schedule “A”** is amended as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Sixth Amendment to Interlocal Agreement For Jail Services shall be effective January 1, 2010.

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2009.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
MARGARET LARSON, Mayor

By _____
DENNIS L. KENDALL, Mayor

DATE: _____
APPROVED as to form:

DATE: _____
APPROVED as to form:

STEVEN J. PEIFFLE, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

Attest:

, City Clerk

DATE: _____

Attest:

Tracy Jeffries, City Clerk

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$40.00 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily Maintenance Fee \$60.00 **

Arlington agrees to contract for eight (8) beds per day, 365 or 366 at a rate of \$60.00 per bed per day.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

AGENDA ITEM: City of Kirkland Jail Services Agreement First Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander	AGENDA NUMBER:	
ATTACHMENTS: City of Kirkland Jail Services Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests Council approval an extension of a Jail Services Interlocal Agreement with the City of Kirkland. The agreement is for as needed beds. The following are changes to Schedule A;

Booking Fee	from \$32 to \$40
Daily fee per inmate	from \$57 to \$62
Transfer fee (one time)	from \$10 to \$20
Transportation fee (each transport)	NEW \$40
Annual adjustment	NEW 90% CPIW (June of preceding year) maximum 2.25%

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the City of Kirkland agreement for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue Suite 201
Marysville, WA 98270

REDLINED
VERSION
100209
REVISIONS
CLB

**FIRST AMENDMENT TO AND RENEWAL OF
INTERLOCAL AGREEMENT
FOR JAIL SERVICES – Kirkland
Section 5 Duration: Renewal 2010 – 2013 and
Amendment of Schedule “A”:
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$62.00,
(Bed space as needed based on space available) and
Transportation Fee (new in 2010) \$40.00 per trip,
with a COLA up to 2.25% increase per year
on Booking fees and Daily Maintenance Fees –
Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, Section 5 of the Agreement provides that Kirkland shall have an option to renew the Agreement for a four year term commencing January 1, 2010 and ending December 31, 2013; and

WHEREAS, Kirkland has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said

Agreement.

WHEREAS, Marysville and the Kirkland have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on October 6, 2006 shall be renewed for a four year term commencing January 1, 2010 and ending December 31, 2013.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated October 6, 2006 shall be in full force and effect unchanged. This First Amendment to and Renewal of Interlocal Agreement for Jail Services shall be effective January 1, 2010.

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2009.

CITY OF KIRKLAND

CITY OF MARYSVILLE

By _____
David Ramsay, City Manager

By _____
Dennis L. Kendall, Mayor

Field Code C
Field Code C

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

Robin S. Jenkinson, City Attorney

Grant K. Weed, City Attorney

DATE: _____

DATE: _____

Attest: _____
 , City Clerk

Attest: _____
 Tracy Jeffries, City Clerk

SCHEDULE A
Effective January 1, 2010

Booking Fee \$40.00 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by ~~the~~ Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the Kirkland of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Kirkland prisoners are relocated to another jail facility Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00
per trip

Daily maintenance fee \$62.00 **
Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue Suite 201
Marysville, WA 98270

**FIRST AMENDMENT TO AND RENEWAL OF
INTERLOCAL AGREEMENT
FOR JAIL SERVICES – Kirkland
Section 5 Duration: Renewal 2010 – 2013 and
Amendment of Schedule “A”:
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$62.00,
(Bed space as needed based on space available) and
Transportation Fee (new in 2010) \$40.00 per trip,
with a COLA up to 2.25% increase per year
on Booking fees and Daily Maintenance Fees –
Effective January 1, 2010**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, Section 5 of the Agreement provides that Kirkland shall have an option to renew the Agreement for a four year term commencing January 1, 2010 and ending December 31, 2013; and

WHEREAS, Kirkland has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement.

WHEREAS, Marysville and the Kirkland have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on October 6, 2006 shall be renewed for a four year term commencing January 1, 2010 and ending December 31, 2013.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated October 6, 2006 shall be in full force and effect unchanged. This First Amendment to and Renewal of Interlocal Agreement for Jail Services shall be effective January 1, 2010

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2009.

CITY OF KIRKLAND

CITY OF MARYSVILLE

By _____
David Ramsay, City Manager

By _____
Dennis L. Kendall, Mayor

DATE: _____
APPROVED as to form:

Robin S. Jenkinson, City Attorney

DATE: _____

Attest: _____
_____, City Clerk

DATE: _____
APPROVED as to form:

Grant K. Weed, City Attorney

DATE: _____

Attest: _____
Tracy Jeffries, City Clerk

SCHEDULE A
Effective January 1, 2010

Booking Fee \$40.00 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the Kirkland of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Kirkland prisoners are relocated to another jail facility Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00
per trip

Daily maintenance fee \$62.00 **
Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2009

AGENDA ITEM: Contract Award: 6 th St Alley Sewer Replacement	AGENDA SECTION: New Business	
PREPARED BY: Jeff Laycock, Project Engineer	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Vicinity Map 		
	MAYOR	CAO
BUDGET CODE: 40145040.549200, SR&R	AMOUNT: \$101,150.81	

DESCRIPTION:

The 6th St Alley Sewer Replacement project includes the replacement of approximately 525 lf of aging sewer with 8-inch PVC sewer pipe. The project also includes the installation of stormwater improvements and reconstructing the alley surface with asphalt pavement.

The project was advertised for an October 6, 2009 bid opening. The City received 28 bids as shown on the attached bid tabulation. The low bidder was JS&S Excavation Inc. References have been checked and found to be satisfactory.

The Engineer's estimate was \$199,817.48.

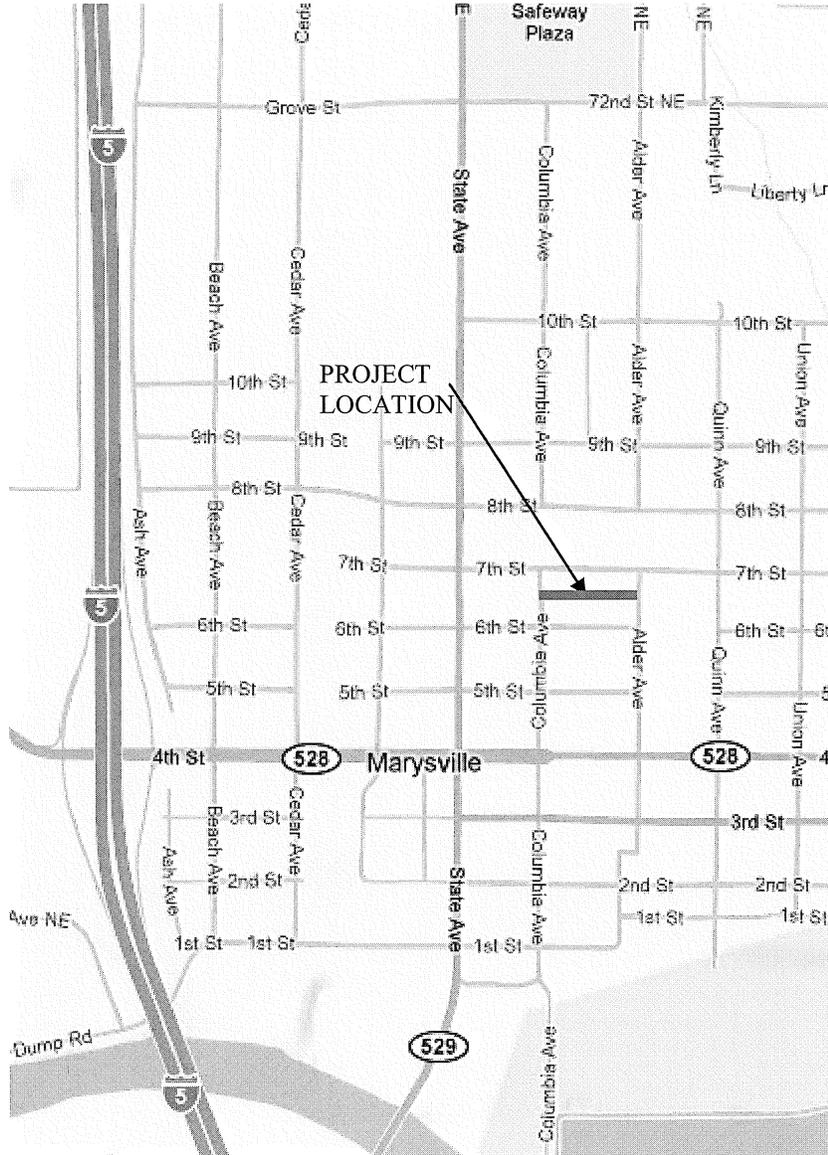
Contract Bid (Includes Sales Tax):	\$	81,150.81
<u>Management Reserve:</u>	\$	<u>20,000.00</u>
Total:	\$	101,150.81

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the bid for the 6th St Alley Sewer Replacement project to JS&S Excavation, Inc. in the amount of \$81,150.81 including Washington State Sales Tax and approve a management reserve of \$20,000.00 for a total allocation of \$101,150.81.

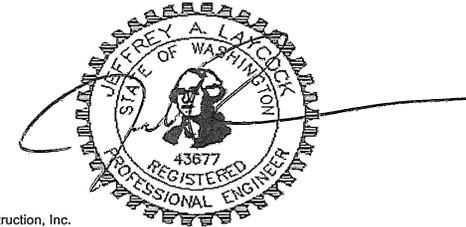
COUNCIL ACTION:

Vicinity Map





6th St Alley Sewer Replacement Certified Bid Tab

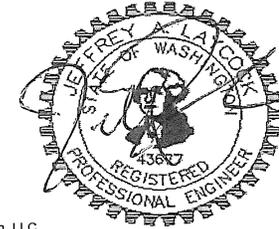


Section	Item	Description	Quantity	Units	Engineer's Estimate		JS&S Excavation Inc ✕		Plats Plus, Inc.		SRV Construction, Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$13,444.00	\$13,444.00	\$6,000.00	\$6,000.00	\$7,950.00	\$7,950.00	\$7,500.00	\$7,500.00
1-05.5	3	Surveying	1	LS	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$2,065.00	\$2,065.00	\$3,100.00	\$3,100.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00	\$1,400.00	\$1,400.00	\$3,200.00	\$3,200.00
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$25.00	\$3,125.00	\$6.00	\$750.00	\$10.00	\$1,250.00	\$28.40	\$3,550.00
2-03.5	6	Imported Trench Backfill	750	TON	\$18.00	\$13,500.00	\$13.85	\$10,387.50	\$0.01	\$7.50	\$4.40	\$3,300.00
2-09.5	7	Shoring	1	LS	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$100.00	\$100.00
2-11.5	8	Trimming and Cleanup	1	LS	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,400.00	\$3,400.00
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$100.00	\$5,000.00	\$22.00	\$1,100.00	\$30.00	\$1,500.00	\$29.00	\$1,450.00
4-06.5	10	Asphalt Treated Base	130	TON	\$100.00	\$13,000.00	\$74.00	\$9,620.00	\$77.00	\$10,010.00	\$87.40	\$11,362.00
5-04.5	11	Commerical HMA	100	TON	\$150.00	\$15,000.00	\$79.00	\$7,900.00	\$77.00	\$7,700.00	\$84.70	\$8,470.00
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$90.00	\$13,500.00	\$18.90	\$2,835.00	\$24.00	\$3,600.00	\$30.50	\$4,575.00
7-05.5	13	Catch Basin Type 1	2	EA	\$1,500.00	\$3,000.00	\$550.00	\$1,100.00	\$850.00	\$1,700.00	\$850.00	\$1,700.00
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$6,000.00	\$6,000.00	\$2,200.00	\$2,200.00	\$2,400.00	\$2,400.00	\$2,800.00	\$2,800.00
7-05.5	15	Connection to Existing Manhole	2	EA	\$2,000.00	\$4,000.00	\$600.00	\$1,200.00	\$2,500.00	\$5,000.00	\$375.00	\$750.00
7-05.5	16	Connection to Drainage Structure	1	EA	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$2,000.00	\$2,000.00	\$230.00	\$230.00
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$80.00	\$42,000.00	\$21.80	\$11,445.00	\$38.00	\$19,950.00	\$41.00	\$21,525.00
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$40.00	\$400.00	\$10.00	\$100.00	\$0.10	\$0.10	\$32.00	\$320.00
7-18.5	19	Reconnect Side Sewer	19	EA	\$1,000.00	\$19,000.00	\$248.00	\$4,712.00	\$150.00	\$2,850.00	\$666.00	\$12,754.00
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$35.00	\$525.00	\$45.00	\$675.00	\$39.00	\$585.00	\$40.00	\$600.00
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$60.00	\$1,500.00	\$76.00	\$1,900.00	\$50.00	\$1,250.00	\$71.00	\$1,775.00
Subtotal Amount						\$183,994.00		\$74,724.50		\$79,817.60		\$94,361.00
States Sales Tax at 8.6%						\$15,823.48		\$6,426.31 ✕		\$6,864.31		\$8,115.05
Total:						\$199,817.48		\$81,150.81		\$86,681.91		\$102,476.05

Section	Item	Description	Quantity	Units	Taylor's Excavators, Inc.		Archer Construction Inc		Santana Trucking & Excavating		DMSL Construction Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
1-05.5	3	Surveying	1	LS	\$1,900.00	\$1,900.00	\$1,500.00	\$1,500.00	\$2,640.00	\$2,640.00	\$3,700.00	\$3,700.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$900.00	\$900.00	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$33.00	\$4,125.00	\$30.00	\$3,750.00	\$20.00	\$2,500.00	\$22.50	\$2,812.50
2-03.5	6	Imported Trench Backfill	750	TON	\$1.00	\$750.00	\$8.00	\$6,000.00	\$18.00	\$13,500.00	\$18.95	\$14,212.50
2-09.5	7	Shoring	1	LS	\$250.00	\$250.00	\$500.00	\$500.00	\$750.00	\$750.00	\$3,000.00	\$3,000.00
2-11.5	8	Trimming and Cleanup	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$19.00	\$950.00	\$30.00	\$1,500.00	\$24.00	\$1,200.00	\$19.95	\$997.50
4-06.5	10	Asphalt Treated Base	130	TON	\$84.00	\$10,920.00	\$82.00	\$10,660.00	\$85.00	\$11,050.00	\$78.00	\$10,140.00
5-04.5	11	Commerical HMA	100	TON	\$84.00	\$8,400.00	\$82.00	\$8,200.00	\$85.00	\$8,500.00	\$90.00	\$9,000.00
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$20.00	\$3,000.00	\$32.00	\$4,800.00	\$26.50	\$3,975.00	\$26.75	\$4,012.50
7-05.5	13	Catch Basin Type 1	2	EA	\$850.00	\$1,700.00	\$900.00	\$1,800.00	\$1,025.00	\$2,050.00	\$1,695.00	\$3,390.00
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00	\$1,695.00	\$1,695.00
7-05.5	15	Connection to Existing Manhole	2	EA	\$850.00	\$1,700.00	\$675.00	\$1,350.00	\$975.00	\$1,950.00	\$975.00	\$1,950.00
7-05.5	16	Connection to Drainage Structure	1	EA	\$150.00	\$150.00	\$675.00	\$675.00	\$975.00	\$975.00	\$500.00	\$500.00
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$73.00	\$38,325.00	\$50.00	\$26,250.00	\$42.00	\$22,050.00	\$45.00	\$23,625.00
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$34.00	\$340.00	\$30.00	\$300.00	\$100.00	\$1,000.00	\$22.40	\$224.00
7-18.5	19	Reconnect Side Sewer	19	EA	\$340.00	\$6,460.00	\$540.00	\$10,260.00	\$720.00	\$13,680.00	\$595.00	\$11,305.00
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$50.00	\$750.00	\$40.00	\$600.00	\$40.25	\$603.75	\$25.00	\$375.00
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$65.00	\$1,625.00	\$50.00	\$1,250.00	\$50.25	\$1,256.25	\$40.00	\$1,000.00
Subtotal Amount						✕ \$97,195.00		\$97,395.00		✕ \$103,180.00		\$103,939.00
States Sales Tax at 8.6%						\$8,358.77		\$8,375.97		\$8,873.48		\$8,938.75
Total:						\$105,553.77		\$105,770.97		\$112,053.48		\$112,877.75



6th St Alley Sewer Replacement Certified Bid Tab



Section	Item	Description	Quantity	Units	Kamins Construction		Aurora Engineering, Inc.		Colacurcio Brothers		Buno Construction, LLC	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$15,842.68	\$15,842.68	\$7,500.00	\$7,500.00	\$15,700.00	\$15,700.00	\$10,000.00	\$10,000.00
1-05.5	3	Surveying	1	LS	\$2,124.00	\$2,124.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$2,336.40	\$2,336.40	\$2,500.00	\$2,500.00	\$5,300.00	\$5,300.00	\$1,000.00	\$1,000.00
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$8.26	\$1,032.50	\$15.00	\$1,875.00	\$16.70	\$2,087.50	\$15.00	\$1,875.00
2-03.5	6	Imported Trench Backfill	750	TON	\$14.75	\$11,062.50	\$15.00	\$11,250.00	\$14.30	\$10,725.00	\$8.00	\$6,000.00
2-09.5	7	Shoring	1	LS	\$1,180.00	\$1,180.00	\$100.00	\$100.00	\$550.00	\$550.00	\$3,700.00	\$3,700.00
2-11.5	8	Trimming and Cleanup	1	LS	\$1,994.20	\$1,994.20	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$14.04	\$702.00	\$13.00	\$650.00	\$23.00	\$1,150.00	\$15.00	\$750.00
4-06.5	10	Asphalt Treated Base	130	TON	\$90.86	\$11,811.80	\$90.00	\$11,700.00	\$93.00	\$12,090.00	\$77.00	\$10,010.00
5-04.5	11	Commerical HMA	100	TON	\$90.86	\$9,086.00	\$90.00	\$9,000.00	\$91.50	\$9,150.00	\$77.00	\$7,700.00
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$90.86	\$13,629.00	\$31.00	\$4,650.00	\$21.50	\$3,225.00	\$25.00	\$3,750.00
7-05.5	13	Catch Basin Type 1	2	EA	\$1,312.61	\$2,625.22	\$900.00	\$1,800.00	\$850.00	\$1,700.00	\$1,000.00	\$2,000.00
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$2,507.50	\$2,507.50	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$3,000.00	\$3,000.00
7-05.5	15	Connection to Existing Manhole	2	EA	\$296.06	\$592.12	\$1,000.00	\$2,000.00	\$880.00	\$1,760.00	\$3,000.00	\$6,000.00
7-05.5	16	Connection to Drainage Structure	1	EA	\$474.12	\$474.12	\$1,000.00	\$1,000.00	\$580.00	\$580.00	\$2,000.00	\$2,000.00
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$44.36	\$23,289.00	\$66.00	\$34,650.00	\$46.00	\$24,150.00	\$80.00	\$42,000.00
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$19.47	\$194.70	\$20.00	\$200.00	\$46.00	\$460.00	\$30.00	\$300.00
7-18.5	19	Reconnect Side Sewer	19	EA	\$261.70	\$4,972.30	\$410.00	\$7,790.00	\$620.00	\$11,780.00	\$300.00	\$5,700.00
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$4,569.55	\$4,569.55	\$500.00	\$500.00	\$1,900.00	\$1,900.00	\$1,500.00	\$1,500.00
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$41.30	\$619.50	\$35.00	\$525.00	\$51.00	\$765.00	\$35.00	\$525.00
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$53.10	\$1,327.50	\$45.00	\$1,125.00	\$66.00	\$1,650.00	\$45.00	\$1,125.00
Subtotal Amount						\$114,472.59		\$108,815.00		\$113,922.50		\$116,935.00
States Sales Tax at 8.6%						\$9,844.64		\$9,358.09		\$9,797.34		\$10,056.41
Total:						\$124,317.23		\$118,173.09		\$123,719.84		\$126,991.41

Section	Item	Description	Quantity	Units	Utility Systems, Inc.		Thomco Construction, Inc.		Grade, Inc.		PGH Excavating Inc	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$9,000.00	\$9,000.00	\$8,150.00	\$8,150.00	\$17,499.00	\$17,499.00
1-05.5	3	Surveying	1	LS	\$3,800.00	\$3,800.00	\$1,500.00	\$1,500.00	\$2,900.00	\$2,900.00	\$2,548.00	\$2,548.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00	\$1,835.76	\$1,835.76
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$28.00	\$3,500.00	\$8.75	\$1,093.75	\$40.00	\$5,000.00	\$13.88	\$1,735.00
2-03.5	6	Imported Trench Backfill	750	TON	\$12.10	\$9,075.00	\$0.01	\$7.50	\$19.65	\$14,737.50	\$14.11	\$10,582.50
2-09.5	7	Shoring	1	LS	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$4,043.36	\$4,043.36
2-11.5	8	Trimming and Cleanup	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$10,100.00	\$10,100.00	\$14,759.60	\$14,759.60
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$28.00	\$1,400.00	\$17.50	\$875.00	\$73.50	\$3,675.00	\$19.20	\$960.00
4-06.5	10	Asphalt Treated Base	130	TON	\$86.70	\$11,271.00	\$83.25	\$10,822.50	\$86.80	\$11,284.00	\$78.78	\$10,241.40
5-04.5	11	Commerical HMA	100	TON	\$95.50	\$9,550.00	\$83.25	\$8,325.00	\$88.50	\$8,850.00	\$86.83	\$8,683.00
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$30.00	\$4,500.00	\$35.38	\$5,307.00	\$35.50	\$5,325.00	\$32.52	\$4,878.00
7-05.5	13	Catch Basin Type 1	2	EA	\$900.00	\$1,800.00	\$850.00	\$1,700.00	\$650.00	\$1,300.00	\$796.68	\$1,593.36
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$3,800.00	\$3,800.00	\$2,300.00	\$2,300.00	\$2,850.00	\$2,850.00	\$2,295.74	\$2,295.74
7-05.5	15	Connection to Existing Manhole	2	EA	\$1,500.00	\$3,000.00	\$630.00	\$1,260.00	\$250.00	\$500.00	\$3,159.92	\$6,319.84
7-05.5	16	Connection to Drainage Structure	1	EA	\$300.00	\$300.00	\$405.00	\$405.00	\$500.00	\$500.00	\$2,159.92	\$2,159.92
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$38.00	\$19,950.00	\$79.84	\$41,916.00	\$57.50	\$30,187.50	\$24.76	\$12,999.00
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$25.00	\$250.00	\$60.00	\$600.00	\$48.25	\$482.50	\$34.71	\$347.10
7-18.5	19	Reconnect Side Sewer	19	EA	\$1,500.00	\$28,500.00	\$870.00	\$16,530.00	\$400.00	\$7,600.00	\$865.14	\$16,437.66
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00	\$1,113.70	\$1,113.70
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$60.00	\$900.00	\$38.00	\$570.00	\$69.00	\$1,035.00	\$35.00	\$525.00
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$65.00	\$1,625.00	\$48.65	\$1,216.25	\$97.00	\$2,425.00	\$45.00	\$1,125.00
Subtotal Amount						\$117,221.00		\$117,528.00		\$124,801.50		\$125,181.94
States Sales Tax at 8.6%						\$10,081.01		\$10,107.41		\$10,732.93		\$10,765.65
Total:						\$127,302.01		\$127,635.41		\$135,534.43		\$135,947.59



6th St Alley Sewer Replacement Certified Bid Tab

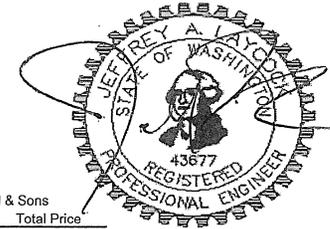


Section	Item	Description	Quantity	Units	Premium Construction Group		George Dooley Construction		R Custom Excavation, Inc		Gregco Excavating Inc	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$4,934.00	\$4,934.00	\$2,250.00	\$2,250.00	\$2,300.00	\$2,300.00	\$4,000.00	\$4,000.00
1-05.5	3	Surveying	1	LS	\$1,970.00	\$1,970.00	\$3,200.00	\$3,200.00	\$4,600.00	\$4,600.00	\$2,500.00	\$2,500.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$2,156.00	\$2,156.00	\$3,520.00	\$3,520.00	\$1,780.00	\$1,780.00	\$2,200.00	\$2,200.00
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$16.98	\$2,122.50	\$26.00	\$3,250.00	\$32.00	\$4,000.00	\$22.00	\$2,750.00
2-03.5	6	Imported Trench Backfill	750	TON	\$20.20	\$15,150.00	\$15.00	\$11,250.00	\$10.75	\$8,062.50	\$22.00	\$16,500.00
2-09.5	7	Shoring	1	LS	\$2,035.00	\$2,035.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00
2-11.5	8	Trimming and Cleanup	1	LS	\$3,740.00	\$3,740.00	\$3,750.00	\$3,750.00	\$2,150.00	\$2,150.00	\$2,000.00	\$2,000.00
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$170.20	\$8,510.00	\$34.50	\$1,725.00	\$38.00	\$1,900.00	\$25.00	\$1,250.00
4-06.5	10	Asphalt Treated Base	130	TON	\$40.02	\$5,202.60	\$81.50	\$10,595.00	\$130.00	\$16,900.00	\$95.00	\$12,350.00
5-04.5	11	Commerical HMA	100	TON	\$40.02	\$4,002.00	\$83.00	\$8,300.00	\$138.00	\$13,800.00	\$94.00	\$9,400.00
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$23.18	\$3,477.00	\$24.50	\$3,675.00	\$32.50	\$4,875.00	\$15.75	\$2,362.50
7-05.5	13	Catch Basin Type 1	2	EA	\$2,236.30	\$4,472.60	\$960.00	\$1,920.00	\$2,400.00	\$4,800.00	\$750.00	\$1,500.00
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$3,288.45	\$3,288.45	\$2,055.00	\$2,055.00	\$6,200.00	\$6,200.00	\$2,490.00	\$2,490.00
7-05.5	15	Connection to Existing Manhole	2	EA	\$1,336.50	\$2,673.00	\$780.00	\$1,560.00	\$800.00	\$1,600.00	\$575.00	\$1,150.00
7-05.5	16	Connection to Drainage Structure	1	EA	\$501.60	\$501.60	\$590.00	\$590.00	\$500.00	\$500.00	\$275.00	\$275.00
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$77.37	\$40,619.25	\$91.00	\$47,775.00	\$69.00	\$36,225.00	\$96.00	\$50,400.00
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$59.96	\$599.60	\$24.50	\$245.00	\$80.00	\$800.00	\$50.00	\$500.00
7-18.5	19	Reconnect Side Sewer	19	EA	\$635.58	\$12,076.02	\$700.00	\$13,300.00	\$580.00	\$11,020.00	\$350.00	\$6,650.00
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$3,520.00	\$3,520.00	\$1,020.00	\$1,020.00	\$600.00	\$600.00	\$500.00	\$500.00
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$118.59	\$1,778.85	\$68.00	\$1,020.00	\$40.00	\$600.00	\$40.00	\$600.00
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$50.40	\$1,260.00	\$91.00	\$2,275.00	\$65.00	\$1,625.00	\$168.00	\$4,200.00
Subtotal Amount					✖ \$126,578.47		\$127,775.00		✖ \$127,937.50		\$128,877.50	
States Sales Tax at 8.6%					\$10,885.75		\$10,988.65		\$11,002.63		\$11,083.47	
Total:					\$137,464.22		\$138,763.65		\$138,940.13		\$139,960.97	

Section	Item	Description	Quantity	Units	GG Excavating Inc		Interwest Construction Inc		Landmark Services LLC		Marshbank Construction Inc	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$8,095.73	\$8,095.73	\$11,750.00	\$11,750.00	\$5,899.50	\$5,899.50	\$8,742.00	\$8,742.00
1-05.5	3	Surveying	1	LS	\$2,135.07	\$2,135.07	\$3,500.00	\$3,500.00	\$3,092.35	\$3,092.35	\$2,130.00	\$2,130.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$7,041.09	\$7,041.09	\$4,500.00	\$4,500.00	\$1,386.44	\$1,386.44	\$11,110.00	\$11,110.00
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$25.72	\$3,215.00	\$30.00	\$3,750.00	\$22.65	\$2,831.25	\$21.00	\$2,625.00
2-03.5	6	Imported Trench Backfill	750	TON	\$12.75	\$9,562.50	\$12.75	\$9,562.50	\$14.94	\$11,205.00	\$20.00	\$15,000.00
2-09.5	7	Shoring	1	LS	\$1,409.15	\$1,409.15	\$4,500.00	\$4,500.00	\$6,158.25	\$6,158.25	\$865.00	\$865.00
2-11.5	8	Trimming and Cleanup	1	LS	\$4,282.40	\$4,282.40	\$3,000.00	\$3,000.00	\$7,664.06	\$7,664.06	\$3,713.03	\$3,713.03
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$54.41	\$2,720.50	\$60.00	\$3,000.00	\$39.12	\$1,956.00	\$25.60	\$1,280.00
4-06.5	10	Asphalt Treated Base	130	TON	\$82.20	\$10,686.00	\$80.00	\$10,400.00	\$92.27	\$11,995.10	\$83.30	\$10,829.00
5-04.5	11	Commerical HMA	100	TON	\$82.20	\$8,220.00	\$80.00	\$8,000.00	\$104.44	\$10,444.00	\$83.30	\$8,330.00
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$27.71	\$4,156.50	\$33.00	\$4,950.00	\$44.60	\$6,690.00	\$36.35	\$5,452.50
7-05.5	13	Catch Basin Type 1	2	EA	\$868.08	\$1,736.16	\$1,100.00	\$2,200.00	\$1,012.46	\$2,024.92	\$1,525.00	\$3,050.00
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$2,248.49	\$2,248.49	\$3,300.00	\$3,300.00	\$2,920.86	\$2,920.86	\$2,462.00	\$2,462.00
7-05.5	15	Connection to Existing Manhole	2	EA	\$1,033.86	\$2,067.72	\$275.00	\$550.00	\$2,994.14	\$5,988.28	\$1,515.00	\$3,030.00
7-05.5	16	Connection to Drainage Structure	1	EA	\$593.47	\$593.47	\$275.00	\$275.00	\$1,123.14	\$1,123.14	\$1,100.00	\$1,100.00
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$77.76	\$40,824.00	\$80.00	\$42,000.00	\$75.88	\$39,837.00	\$72.90	\$38,272.50
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$21.12	\$211.20	\$50.00	\$500.00	\$36.43	\$364.30	\$41.00	\$410.00
7-18.5	19	Reconnect Side Sewer	19	EA	\$762.50	\$14,487.50	\$600.00	\$11,400.00	\$482.70	\$9,171.30	\$802.00	\$15,238.00
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$1,761.81	\$1,761.81	\$1,000.00	\$1,000.00	\$1,127.92	\$1,127.92	\$820.00	\$820.00
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$48.00	\$720.00	\$80.00	\$1,200.00	\$60.89	\$913.35	\$37.90	\$568.50
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$53.38	\$1,334.50	\$75.00	\$1,875.00	\$87.67	\$2,191.75	\$48.70	\$1,217.50
Subtotal Amount					\$130,009.39		\$133,712.50		\$137,484.77		\$138,745.03	
States Sales Tax at 8.6%					\$11,180.81		\$11,499.28		\$11,823.69		\$11,932.07	
Total:					\$141,190.20		\$145,211.78		\$149,308.46		\$150,677.10	



6th St Alley Sewer Replacement Certified Bid Tab



Section	Item	Description	Quantity	Units	TE Briggs Construction		B&B Utilities & Excavation		Freeman Bell		Durnford & Sons	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$18,500.00	\$18,500.00	\$21,500.00	\$21,500.00
1-05.5	3	Surveying	1	LS	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$2,850.00	\$2,850.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$9,100.00	\$9,100.00	\$7,136.00	\$7,136.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$19.00	\$2,375.00	\$50.00	\$6,250.00	\$100.00	\$12,500.00	\$12.00	\$1,500.00
2-03.5	6	Imported Trench Backfill	750	TON	\$10.00	\$7,500.00	\$4.50	\$3,375.00	\$12.00	\$9,000.00	\$25.00	\$18,750.00
2-09.5	7	Shoring	1	LS	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$3,100.00	\$3,100.00	\$1,500.00	\$1,500.00
2-11.5	8	Trimming and Cleanup	1	LS	\$2,000.00	\$2,000.00	\$3,240.00	\$3,240.00	\$12,945.00	\$12,945.00	\$1,000.00	\$1,000.00
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$27.00	\$1,350.00	\$13.00	\$650.00	\$38.00	\$1,900.00	\$22.00	\$1,100.00
4-06.5	10	Asphalt Treated Base	130	TON	\$83.35	\$10,835.50	\$80.00	\$10,400.00	\$83.00	\$10,790.00	\$80.00	\$10,400.00
5-04.5	11	Commerical HMA	100	TON	\$83.35	\$8,335.00	\$88.00	\$8,800.00	\$99.00	\$9,900.00	\$80.00	\$8,000.00
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$33.50	\$5,025.00	\$40.00	\$6,000.00	\$25.50	\$3,825.00	\$65.00	\$9,750.00
7-05.5	13	Catch Basin Type 1	2	EA	\$900.00	\$1,800.00	\$800.00	\$1,600.00	\$664.00	\$1,328.00	\$1,000.00	\$2,000.00
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$2,600.00	\$2,600.00	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00	\$3,200.00	\$3,200.00
7-05.5	15	Connection to Existing Manhole	2	EA	\$1,900.00	\$3,800.00	\$2,500.00	\$5,000.00	\$600.00	\$1,200.00	\$7,800.00	\$15,600.00
7-05.5	16	Connection to Drainage Structure	1	EA	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$90.00	\$47,250.00	\$90.00	\$47,250.00	\$44.00	\$23,100.00	\$95.00	\$49,875.00
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$43.00	\$430.00	\$10.00	\$100.00	\$70.00	\$700.00	\$50.00	\$500.00
7-18.5	19	Reconnect Side Sewer	19	EA	\$1,000.00	\$19,000.00	\$750.00	\$14,250.00	\$625.00	\$11,875.00	\$900.00	\$17,100.00
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$6,260.00	\$6,260.00	\$100.00	\$100.00
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$61.50	\$922.50	\$65.00	\$975.00	\$92.00	\$1,380.00	\$60.00	\$900.00
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$63.00	\$1,575.00	\$80.00	\$2,000.00	\$96.00	\$2,400.00	\$85.00	\$2,125.00
Subtotal Amount						\$140,998.00		\$142,626.00		\$143,003.00		\$176,250.00
States Sales Tax at 8.6%						\$12,125.83		\$12,265.84		\$12,298.26		\$15,157.50
Total:						\$153,123.83		\$154,891.84		\$155,301.26		\$191,407.50

Section	Item	Description	Quantity	Units	Dennis R Craig Construction		BID AVERAGE	
					Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$8,879.03	\$8,879.03
1-05.5	3	Surveying	1	LS	\$1,000.00	\$1,000.00	\$2,498.37	\$2,498.37
1-10.5	4	Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$3,721.49	\$3,721.49
2-03.5	5	Roadway Excavation Incl. Haul	125	CY	\$28.00	\$3,500.00	\$25.03	\$3,128.75
2-03.5	6	Imported Trench Backfill	750	TON	\$25.00	\$18,750.00	\$13.11	\$9,830.89
2-09.5	7	Shoring	1	LS	\$1,000.00	\$1,000.00	\$1,794.31	\$1,794.31
2-11.5	8	Trimming and Cleanup	1	LS	\$4,500.00	\$4,500.00	\$4,037.08	\$4,037.08
4-04.5	9	Crushed Surfacing Base Course	50	TON	\$25.00	\$1,250.00	\$33.89	\$1,694.68
4-06.5	10	Asphalt Treated Base	130	TON	\$150.00	\$19,500.00	\$86.23	\$11,209.85
5-04.5	11	Commerical HMA	100	TON	\$150.00	\$15,000.00	\$88.94	\$8,894.46
7-04.5	12	Schedule A Storm Sewer Pipe 10 In. Diam.	150	LF	\$75.00	\$11,250.00	\$34.18	\$5,126.79
7-05.5	13	Catch Basin Type 1	2	EA	\$1,500.00	\$3,000.00	\$1,014.11	\$2,028.22
7-05.5	14	Manhole 48 In. Diam. Type 3	1	EA	\$3,000.00	\$3,000.00	\$2,821.89	\$2,821.89
7-05.5	15	Connection to Existing Manhole	2	EA	\$5,000.00	\$10,000.00	\$1,599.12	\$3,198.25
7-05.5	16	Connection to Drainage Structure	1	EA	\$2,000.00	\$2,000.00	\$868.12	\$868.12
7-17.5	17	PVC Sanitary Sewer Pipe 8 in. Diam.	525	LF	\$100.00	\$52,500.00	\$64.51	\$33,865.69
7-17.5	18	Removal and Replacement of Unsuitable Material	10	CY	\$36.00	\$360.00	\$38.32	\$383.16
7-18.5	19	Reconnect Side Sewer	19	EA	\$900.00	\$17,100.00	\$624.06	\$11,857.10
8-01.5	20	Temporary Erosion and Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$1,437.25	\$1,437.25
8-04.5	21	Cement Conc. Traffic Curb and Gutter	15	LF	\$45.00	\$675.00	\$52.16	\$782.39
8-06.5	22	Cement Conc. Driveway Entrance	25	SY	\$100.00	\$2,500.00	\$68.93	\$1,723.35
Subtotal Amount						\$180,385.00		\$122,281.14
States Sales Tax at 8.6%						\$15,513.11		\$10,516.18
Total:						\$195,898.11		\$132,797.31

* Apparent Low Bidder
* Math Error Corrected

NOTE: We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: **October 12, 2009**

AGENDA ITEM: Professional Services Contract – Strategies 360	AGENDA SECTION:	
PREPARED BY: Mary Swenson, Chief Administrative Officer	APPROVED BY:	
ATTACHMENTS: Scope of Work	MAYOR	CAO 
	AMOUNT:	
DESCRIPTION:		

Attached is the recently negotiated scope of work for Strategies 360. As you are aware we have completed our existing contract with Strategies 360 and have renegotiated terms, fees, and scope of work.

City Attorney Grant Weed is in the process of preparing our standard professional services contract based on the attached scope of work.

RECOMMENDED ACTION: The Executive Department recommends the Council authorize the Mayor to sign a professional services contract with Strategies 360 based on the attached scope of work.
COUNCIL ACTION:

City of Marysville

Recommended Strategic Approach

Objectives

1. Help the City develop a long term development plan, including significant enhancement of the areas around Ebey Slough
 - Help coordinate a long-term joint development plan with neighboring jurisdictions
 - Help create a flagship destination center at and around Ebey Slough
 - Help the City of Marysville become the gem of the Pacific Northwest
 - Boost the City's economy and budget revenues from various sources including visitors, new residents, real estate values and other sources
2. Obtain Federal funding opportunities for the City and the Ebey Slough site
 - Potential funding mechanisms include transportation, trail system, historic preservation, wildlife preservation, access road to emergency communications equipment, and transport of bridge as part of comprehensive trail system
3. Represent the City with Washington State government in Olympia
 - Protect City's interests and pursue opportunities to create value

Recommended Strategic Approach

1. Help the City develop and implement a long term development plan, including significant enhancement of the areas around Ebey Slough
 - Understand the City's objectives
 - Help coordinate with neighboring jurisdictions to develop a shared long-term vision
 - Survey opinion leaders to understand perceptions, issues and potential levels of support, and test potential messages
 - Survey the public to understand perceptions, issues and potential levels of support, and test potential messages (optional)

- Develop effective messages to communicate City’s vision for the future
- Help quantify economic benefits to the City and the region
- Develop strategic action plan to communicate and build support for the City’s vision
Plan could include the following activities:
 - Build support from stakeholders and allies
 - ✓ Business leaders
 - ✓ Community leaders
 - ✓ Elected officials
 - ✓ Media
 - ✓ Public
 - Conduct outreach activities
 - ✓ Meetings with key opinion leaders
 - ✓ Briefings to important organizations
 - ✓ Editorial boards
 - ✓ Public meetings
 - Develop and implement marketing strategy for the City
 - ✓ Brand image and positioning
 - ✓ Brand identity
 - ✓ Public relations program
 - ✓ Other marketing communications as necessary

2. Obtain Federal funding for the City and the Ebey Slough site

- Assess City’s goals and objectives for the site
- Assist City with potential partnership with neighboring jurisdictions
- Conduct initial meetings with Federal Congressional delegation to understand, identify, and prioritize potential opportunities for funding around the site
 - Potential opportunities may include, but not be limited to:
 - ✓ Trail system
 - ✓ Wildlife preservation
 - ✓ Transfer of historic bridge to trail system
- Identify highest priority federal funding opportunities, including grants and appropriations
- Utilize media as necessary to build public support for the City’s goals
- Coordinate strategy and tactics with neighboring jurisdictions
- Work with Congressional delegation to educate and gain support

- Identify and work with champions to build support throughout Congress
- Pursue grant and appropriations opportunities
- Secure broad support from influential third party stakeholders
- Secure grant or appropriations funding for the City and the Ebey Slough site
- Help the City with ongoing federal government relations as needed around any additional important issues

3. State Government Relations

- Monitor issues in the state legislature that pertain to the City and its interests, and keep the City closely informed
- Protect the City's economic and political interests
- Identify opportunities at the state level to benefit the City
- Represent the City on important issues before legislative leadership, committees and executive branch
- Help the City with ongoing state government relations as needed around any additional important issues

Cost

- \$7,500 per month
 - October 1, 2009 – September 30, 2010
 - Joint agreement to adjust retainer depending on impact of marketing program on City revenues

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON SUPPORTING THE WASHINGTON AEROSPACE PARTNERHSIP AND JOINING THE EFFORT TO MAINTAIN WASHINGTON'S POSTION AS THE BEST LOCATION IN THE WORLD FOR DESIGNING, BUILDING, AND SERVICING AIRCRAFT.

WHEREAS, Washington is proud to be host to the largest concentration of aerospace jobs in the world; and,

WHEREAS, more than 200,000 jobs are supported by the 650 companies operating in 29 of Washington's counties; and,

WHEREAS, the employees of aerospace companies and their suppliers provide generous financial and volunteer support to organizations throughout Washington; and,

WHEREAS, Washington is the premier world aerospace center and home to the most talented aerospace workforce in the world; and,

WHEREAS, critical decisions will be made in the near future affecting the future of aerospace in Washington, including whether Boeing is selected to manufacture aircraft refueling tankers for the military and where Boeing will choose to set up a second 787 assembly line; and

WHEREAS, leaders from all sectors of the community have come together under the banner of the Washington Aerospace Partnership to promote public policies that help keep Washington competitive, to advocate for the aerospace industry here, to promote Boeing's tanker proposal, and to encourage Boeing to site its second 787 assembly line in Washington;

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

1. The City of Marysville endorses the Washington Aerospace Partnership's Objectives.
2. The City of Marysville encourages the US Air Force to select the Boeing KC-X tanker as its next mid-air refueling tanker.
3. The City of Marysville encourages Boeing to locate the second production line of its 787 in Everett.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
Dennis L. Kendall, Mayor

ATTEST:

By _____
Tracy Jeffries, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney