

November 16, 2009

Marysville City Council Meeting
7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Employee Service Awards.

Audience Participation

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

- 1. Approval of November 2, 2009 City Council Meeting.

Consent

- 2. Approval of November 4, 2009 Claims in the Amount of \$1,706,145.83; Paid by Check No. 59035 through 59157 with Check No.'s 49938, 54888, and 58889 Voided.

Review Bids

- 3. Award Edwards Springs Baffle Project to MPC Containment International in the Amount of \$144,416.45 Including Washington State Sales Tax and Approve a Management Reserve of \$14,000 for a Total Allocation of \$158,416.45.

Public Hearings

- 4. 2010 Proposed Budget.

New Business

- 5. Acceptance of Lake Goodwin Well Disinfection Improvements Project Starting the 45-Day Lien Filing Period for Project Closeout.
- 6. City Attorney Retainer Agreement for the Calendar Year 2010.
- 7. A **Resolution** of the City of Marysville, Washington Indicating Participation in the National League of Cities Prescription Discount Card Program.

Marysville City Council Meeting

November 16, 2009

7:00 p.m.

City Hall

8. A **Resolution** of the City of Marysville, Washington Declaring a 1923 Pacific Car, Foundry Company Model PAC1112174 to be Surplus and Authorizing the Sale or Disposal Thereof.
9. A **Resolution** of the City of Marysville, Washington Authorizing an Interfund Loan Not to Exceed \$700,000 from the Waterworks Utility Fund 401 to the Golf Fund 420, and Providing a Formula for Payment of Interest.
10. An **Ordinance** of the City of Marysville, Washington, Adopting Snohomish County Codes and Ordinances as Required for the Central Marysville Annexation.
11. An **Ordinance** of the City of Marysville, Washington, Setting the Threshold and Tax Rates in Accordance with RCW 82.14.415 with Respect to the Central Marysville Annexation.
12. An **Ordinance** of the City of Marysville Adopting a Budget for the City of Marysville, Washington, for the Year 2010, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of All Such Funds Combined.
13. An **Ordinance** of the City of Marysville Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for EMS Property Tax Levy.
14. An **Ordinance** of the City of Marysville Levying EMS Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2010.
15. An **Ordinance** of the City of Marysville Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for Regular Property Tax Levy.
16. An **Ordinance** of the City of Marysville Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2010 and Levying Taxes in Addition to the Regular Property Tax for Payment of Debt Service on the City's Unlimited General Obligation Bonds, 1986 and Refunded in 1996.

Legal

17. Notice of Exercise of Option to Extend Lease Term.

Mayor's Business

Staff Business

Call on Councilmembers

November 16, 2009

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

City Hall

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.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approval of October 12, 2009 City Council Meeting Minutes.	Approved
Public Hearing	
Continuation of Central Marysville Annexation Rezone.	Held
New Business	
Authorize the Mayor to sign the Renewal of Collection Services Agreement with AllianceOne.	Approved
Authorize the Mayor to sign the Second Renewal / Amendment of Intergovernmental Facilities Use Agreement between the City of Marysville and the U.S. Bankruptcy Court.	Approved
Authorize the Mayor to sign the First Amendment to Professional Services Agreement between City of Marysville and Puget Sound Security, Inc. for Security Services for Marysville Municipal Court.	Approved
Adopt an Ordinance of the City of Marysville Zoning Property Located within the Boundary of the Central Marysville Annexation Consistent with the Marysville Comprehensive Plan.	Approved Ord. No. 2789
Adopt an Ordinance Authorizing Transfer of Excess Funds from the Local Improvement Guaranty Fund to the General Fund as Authorized by RCW 35.54.095.	Approved Ord. No. 2790
Legal	
Mayor's Business	
Staff Business	
Authorize the Mayor to reaffirm the voluntary early out severance package that was offered to city employee in May 2009 and authorize the extension of this package to Joel Gunderson.	Approved
Call on Councilmembers	
Adjournment	8:05 p.m.
Executive Session	8:10 p.m.
Real Estate – one item pursuant to RCW 42.30.110(1)(b)	
Authorize the Mayor to sign the Real Estate Purchase and Sale contract for the Williams property and the Addendum as discussed in executive session.	
Adjournment	8:15 p.m.

COUNCIL MINUTES

Regular Meeting

November 2, 2009

Call to Order / Pledge of Allegiance

Mayor Kendall called the November 2, 2009 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

Chief Administrator 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 John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright, Councilmember Lee Phillips

Absent: None

Also Present: Chief Administrator Mary Swenson, Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, City Attorney Craig Knutson, Parks and Recreation Director Jim Ballew, Police Lieutenant Darin Rasmussen, Community Information Officer Doug Buell, and City Clerk Tracy Jeffries

Committee Reports

Councilmember Rasmussen reported on the Healthy Communities Low Cost and Free Recreation Subcommittee which met on October 21.

- ◆ The school district is using the *Focus on Fitness* program. Jim Ballew got permission to use their signage on the Healthy Communities signs.
- ◆ The subcommittee is working on a *Free in Marysville* fact sheet about free activities and recreational opportunities.
- ◆ There was a decision made to merge the 411 Festival with the Healthy Communities Challenge Day event.

- ◆ November 7 will be the Northpointe Fitness Trail dedication. The Mayor will be leading everyone on the fitness walk at 10:00.

Councilmember Soriano reported that the Public Safety Committee met last Wednesday, October 28 and the following topics were discussed:

- ◆ The night team is emphasizing their work in the south downtown area. Their efforts resulted in an increased number of arrests. They will soon be working on a crosswalk emphasis near schools.
- ◆ Asset seizures are at \$27,000 for the year. These funds are monitored very carefully by the ACLU so it is the responsibility of the law enforcement agency to prove that the assets seized were used in drug-related activities. For those that are retainable, 10% must go the state and the balance can be used for enforcement and drug education.
- ◆ Staffing efforts are going well. Tiki Stiles has been a big help in doing the background checks.
- ◆ Jarl Gunderson retired last week after 35 years of service. He will be greatly missed.
- ◆ Bob Dolhanyk is working with other departments to develop a Continuity of Operations Plan.

Audience Participation - None

Approval of Minutes

1. Approval of October 12, 2009 City Council Meeting Minutes.

Councilmember Phillips stated he would be abstaining as he was not present for the meeting.

Motion made by Councilmember Wright, seconded by Councilmember Nehring, to approve the October 12, 2009 minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Phillips abstaining.

Public Hearings

2. Continuation of Central Marysville Annexation Rezone.

Senior Planner Chris Holland gave a summary of the purpose of the hearing. State law requires that the city hold two public hearings in order to adopt zoning regulations concurrently with an annexation. This is the second of two public hearings. The first was held on September 28. This is specifically related to the Central Marysville Annexation. The Planning Commission also held a hearing on September 9, 2009 and offered a recommendation to zone the properties within the annexation area consistent with the Comprehensive Plan.

The public hearing was opened at 7:08 p.m. Mayor Kendall solicited public comment. There was none. The hearing was closed at 7:08 p.m.

Mayor Kendall solicited questions or comments from the Council. There were none.

New Business

3. Renewal of Collection Services Agreement with AllianceOne.

Motion made by Councilmember Nehring, seconded by Councilmember Soriano, to authorize the Mayor to sign the Renewal of Collection Services Agreement with AllianceOne. **Motion** passed unanimously (7-0).

4. Second Renewal / Amendment of Intergovernmental Facilities Use Agreement between the City of Marysville and the U.S. Bankruptcy Court.

Court Administrator Suzanne Elsner stated that they were contacted by the U.S. Bankruptcy Court who asked if they could renew this again with us. They enjoy using the facility and calendars have grown in the last four or five months. Staff recommends that the Mayor be authorized to sign this agreement.

Councilmember Nehring asked if this was an annual renewal. Ms. Elsner stated that it is.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to sign the Second Renewal / Amendment of Intergovernmental Facilities Use Agreement between the City of Marysville and the U.S. Bankruptcy Court . **Motion** passed unanimously (7-0).

5. First Amendment to Professional Services Agreement between City of Marysville and Puget Sound Security, Inc. for Security Services for Marysville Municipal Court.

Court Administrator Suzanne Elsner requested that the city extend their services with Puget Sound Security, Inc. There is a small increase for security services fees with this particular amendment. She pointed out the importance of this service.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to authorize the Mayor to sign the First Amendment to Professional Services Agreement between City of Marysville and Puget Sound Security, Inc. for Security Services for Marysville Municipal Court. **Motion** passed unanimously (7-0).

6. An **Ordinance** of the City of Marysville Zoning Property Located within the Boundary of the Central Marysville Annexation Consistent with the Marysville Comprehensive Plan.

Motion made by Councilmember Seibert, seconded by Councilmember Nehring, to approve Ordinance No. 2789. **Motion** passed unanimously (7-0).

7. An **Ordinance** Authorizing Transfer of Excess Funds from the Local Improvement Guaranty Fund to the General Fund as Authorized by RCW 35.54.095.

Sandy Langdon stated that they are required to have Council authorize this transaction individually, not just as part of the budget. She explained that if a new LID is formed the funds that are received from the property owners would go into a reserve.

Motion made by Councilmember Nehring, seconded by Councilmember Wright, to approve Ordinance No. 2790. **Motion** passed unanimously (7-0).

Mayor's Business

Mayor Kendall asked for staff to review a traffic problem which occurred over the weekend. Mary Swenson reported that it took her 45 minutes to get out of the Costco parking lot over the weekend. Staff is looking at a variety of issues to deal with this situation. Public Works Director Nielsen discussed a proposed channelization plan which he had distributed to Council. He reviewed the problem and their proposed improvements. They are working closely with WSDOT to solve the problem. Mary Swenson added that she and the Mayor met with the manager of Costco to discuss what they are planning on doing. Councilmember Seibert asked about peak periods. Director Nielsen stated that it is the worst from about 1 to 6 p.m. The city has committed to providing traffic control on Saturday and Sunday.

Jeff Vaughan expressed appreciation for the updates and the work that has been done on this. He asked about 169th Place, which he feels is as much of an issue as 171st Place. Director Nielsen commented that 169th was initially the controlling intersection, but now it is not, however with some of the improvements they are looking at potentially it will become a major concern and they will have to figure out what to do with.

Councilmember Seibert asked if WSDOT might consider allowing us to have an onramp. Director Nielsen said they have talked about it again with WSDOT, but it would need to go through Federal Highways. He thinks the quicker response which staff has proposed would be the better solution.

Other Mayor's Business:

- ◆ Friday, November 13 at 11:00 a.m. at the Medallion Hotel is a ribbon cutting ceremony for the interchange out there.
- ◆ Thursday, November 5 at 10:30 a.m. will be a Yellow Ribbon Highway sign unveiling at the conference room at the Inn at Port Gardiner.
- ◆ Wednesday, November 4 at 5:30 will be a Budget Workshop.
- ◆ November 7 will be the Northpointe Trail dedication.

- ◆ Operation Marysville Community Christmas will be having an all-city food drive on November 7 at local grocery stores.

Staff Business

Jim Ballew:

- ◆ Artistry in Nature show will be held on November 7 at the Ken Baxter Senior Center.
- ◆ Eagle Scout project at Strawberry Fields for Rover this weekend was rained out again. They plan on doing it on November 14.
- ◆ Basketball drafts are this weekend. 803 kids will be playing basketball.

Darin Rasmussen informed Council that the Seattle police officer who was shot over the weekend lived in the City of Marysville. Marysville Police, Snohomish County Sheriff and Lake Stevens Police have been providing a continuous vigil at his house.

Kevin Nielsen:

- ◆ He thanked the police for helping with the traffic situation. He also commended John Tatum for the work that he has done.
- ◆ They are going out to bid on Ingraham Blvd. The first advertisement is this Wednesday. It will open on November 19. The bid is extremely important to the funding of 305.
- ◆ Friday at 10:00 is the ribbon cutting for State Avenue.
- ◆ Friday at 2:00 is the Public Works Committee. They will be going over snow, ice, and all the maintenance programs.
- ◆ He asked everyone to report lighting issues that they notice now that it is getting dark earlier.
- ◆ If anyone notices leaves over the catch basins it would be helpful if they moved them out of the way.

Doug Buell:

- ◆ He attended the mass vaccination clinic at the Bethlehem Lutheran Church over the weekend. He discussed the huge crowds there waiting for vaccinations.
- ◆ Next week they will be bringing to Council the Ordinance regarding Verizon / Frontier Transfer of Control.
- ◆ Jeff Seibert asked if he had made contact with Comcast about the billing issue. Mary Swenson stated that it was a mistake and they are working with them to rectify the mistake.

Sandy Langdon had no comments.

Gloria Hirashima:

- ◆ Basic Plan Ordinance will be in front of Council at the next meeting.
- ◆ She discussed some of the items Belmark had raised at the meeting last week:

- Allowing sales trailers, school fee issue, delay of traffic impact fees, allowing bonding for some improvements

Mary Swenson noted that if Council is interested, staff could bring back a proposal that outlines a variety of things Gloria Hirashima talked about regarding the sales trailer issue. There was some interest by the Council in looking at this. Councilmember Seibert commented that he would want to make sure that it had an end date.

City Attorney Craig Knutson had no comments.

Mary Swenson reviewed a severance package that was offered last May to employees who took an early-out. She requested that Council reaffirm this and also reaffirm extending this to Jarl Gunderson.

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to authorize the Mayor to reaffirm the voluntary early-out severance package that was offered to city employees in May of 2009 and to authorize the extension of this package to Jarl Gunderson. **Motion** passed unanimously (7-0).

CAO Swenson stated that there was a need for a five-minute Executive Session to discuss one real estate item with action expected.

Call on Councilmembers

Jeff Vaughan had no comments.

Donna Wright announced that Operational Marysville Community Christmas will be collecting food and unwrapped gifts at area grocery stores this Saturday.

Jon Nehring:

- ◆ Gave an update from the AWC Regional meeting last Thursday. 1033 was a heavy topic of conversation. They were also looking for input from the cities for legislative priorities for the 2010 state legislature. Mayor Kendall stated that Mary Swenson and the managers' group are putting together the legislative agenda for all of the cities in the county. They will be meeting again soon to discuss this further.
- ◆ He extended condolences to the family of the police officer who was killed last week. Mayor Kendall stated that all flags would be flown at half-mast until the memorial is through.

John Soriano had no comments.

Lee Phillips had no comments.

Carmen Rasmussen had no comments.

Jeff Seibert:

- ◆ He echoed the condolences to the family of the police officer who was killed.
- ◆ He welcomed Kevin Nielsen back from Montana.
- ◆ He asked about problems with citizens sweeping leaves into the streets. Director Nielsen stated that they have the inspector out stopping people from doing that since it is not appropriate. He commented that they are looking into adopt-a-drain programs to help keep stormwater drains clear.
- ◆ He expressed concern about the “other” fee on the state’s car license renewal fees.

Recess

Mayor Kendall recessed the meeting at 8:05 p.m. for a short break before reconvening into Executive Session which was expected to last five minutes to discuss one item. Action was expected.

Executive session started at 8:10 p.m.

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate – one item pursuant to RCW 42.30.110(1)(b)

Motion made by Councilmember Nehring, seconded by Councilmember Seibert to authorize the Mayor to sign the Real Estate Purchase and Sale contract for the Williams property and the Addendum as discussed in executive session. **Motion** passed unanimously (7-0).

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:15 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: November 16, 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 **November 4, 2009** claims in the amount of **\$1,706,145.83** paid by **Check No.'s 59035 through 59157** with Check No.'s 49938, 54888 & 58889 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

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 \$1,706,145.83 PAID BY CHECK NO.'S 59035 THROUGH 59157 WITH CHECK NUMBER'S 49938, 54888 & 58889 VOIDED ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Audrey R. [Signature] 11/4/09
AUDITING OFFICER DATE

Dennis L. Kendall 11/5/09
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 4th DAY OF NOVEMBER 2009.

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/29/2009 TO 11/04/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59035	AACE	ANNUAL MEMBERSHIP DUES-ROCHOP	00102020.549000.	75.00
59036	ACLARA RF SYSTEMS INC	MTU'S FOR SINGLE PORT METER	402.231700.	-534.15
	ACLARA RF SYSTEMS INC		40220594.563000.W0607	6,745.19
59037	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00100010.541010.	935.65
	ADVANTAGE BUILDING SERVICES	BIO CLEAN UP @ COURT	00101250.531000.	50.00
	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00101250.541010.	1,036.46
	ADVANTAGE BUILDING SERVICES		00103530.541010.	1,114.17
	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING-KBSCC	00105250.541000.	200.00
	ADVANTAGE BUILDING SERVICES	JANITORIAL SERVICES	00105250.541000.	671.96
	ADVANTAGE BUILDING SERVICES		00105380.541000.	901.22
	ADVANTAGE BUILDING SERVICES		40141580.541000.	72.16
	ADVANTAGE BUILDING SERVICES		40142480.541000.	599.35
	ADVANTAGE BUILDING SERVICES		40143410.541000.	1,477.08
	ADVANTAGE BUILDING SERVICES		40143780.541000.	467.88
59038	ALBERTSONS FOOD CENTER #471	INMATE SUPPLIES	00103960.531000.	202.77
	ALBERTSONS FOOD CENTER #471		00103960.531000.	339.58
59039	ALL SEED HYDROMULCH	WATCHDOG METER REFUND LESS US,	401.245200.	67.00
59040	ALLIED EMPLOYERS LABOR RELATIONS	11/09 MEMBERSHIP DUES	00100310.541000.	2,254.85
59041	AMERICAN CLEANERS	BOOK CART COVERS	00112572.531000.	58.64
59042	AMERICAN POLYGRAPH ASSOCIATION	DUES-GOLDMAN, JEFFREY	00103010.549000.	150.00
59043	AMERICAN PUBLIC WORKS ASSOCIATION	MEMBERSHIP FEES-COWLING, J	00100020.549000.	147.00
59044	AWWA NW SUBSECTION	DRINKING WATER SYSTEMS TRAININ	40143410.549050.	60.00
59045	ANDES LAND SURVEYING	ROW SURVEY WORK	40230594.563000.S R&R	1,800.00
59046	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	32.99
59047	BRIAN CHARLES ASHBACH	PUBLIC DEFENDER	00105515.541040.	75.00
	BRIAN CHARLES ASHBACH		00105515.541040.	93.75
	BRIAN CHARLES ASHBACH		00105515.541040.	187.50
	BRIAN CHARLES ASHBACH		00105515.541040.	243.75
	BRIAN CHARLES ASHBACH		00105515.541040.	262.50
59048	JOEL BARBER	REFUND CLASS FEES	00110347.376009.	35.00
59049	BICKFORD FORD-MERCURY	ANTIFREEZE	501.141100.	159.25
	BICKFORD FORD-MERCURY	FILTER,SEAL,ELEMENT	50100065.534000.	71.48
	BICKFORD FORD-MERCURY	COOLING FAN MODULE	50100065.534000.	154.70
	BICKFORD FORD-MERCURY	COOLING FAN ASSEMBLY	50100065.534000.	323.00
59050	BLUMENTHAL UNIFORMS & EQUIPMENT	MAG POUCH CREDIT-KING	00103121.526000.	-21.71
	BLUMENTHAL UNIFORMS & EQUIPMENT	STINGER BULBS	00103222.526000.	61.58
59051	BOART LONGYEAR COMPANY	PAY ESTIMATE # 2	402.223400.	-1,911.30
	BOART LONGYEAR COMPANY		40200034.560000.W0705	41,513.44
59052	BROWNS PLUMBING & PUMPS INC	REPAIR TO RESTROOM-KBSCC	00105250.548000.	216.12
59053	BRUCE BRYANT	ENTERTAINER OCTOBER POTLUCK	00105250.531050.	65.00
59054	MARYKE BURGESS	REIMBURSE KBSCC/EA EVENT PURCH	00100310.549010.	65.82
	MARYKE BURGESS		00105120.531050.	8.49
	MARYKE BURGESS		10605250.549000.	91.16
59055	BUSINESS TELECOM PRODUCTS	HEADSETS	00143523.535000.	344.27
59056	CARR'S ACE HARDWARE	ARM & HAMMER SOAP	40142480.531000.	20.62
59057	CASCADE MACHINERY & ELECTRIC INC	SOLENOID DRAIN VALVE	40142480.548000.	109.79
59058	DAVID CASTLEBERRY	ULTIMITTENS FOR GOLF COURSE RE	420.141100.	127.44
59059	CDW GOVERNMENT INC	WATCHGUARD 2 YR LICENSE	40141580.531000.	90.68
	CDW GOVERNMENT INC	TELEMETRY FIREWALL UPGRADES	40141580.531000.	1,209.67
	CDW GOVERNMENT INC	WATCHGUARD 2 YR LICENSE	40142480.531000.	90.68
	CDW GOVERNMENT INC	TELEMETRY FIREWALL UPGRADES	40142480.531000.	1,209.66
59060	CEMEX	LIQUID ASPHALT	30500030.563000.R0701	592.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/29/2009 TO 11/04/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59060	CEMEX	CLASS B 9.09 TONS	40145040.548000.	625.35
	CEMEX	CLASS B ASPHALT	40220594.563000.W R&R	550.37
59061	CHAMPION BOLT & SUPPLY	BOLTS, LUBRICATION SPRAY,PLUG	40142480.531000.	60.18
	CHAMPION BOLT & SUPPLY	NUTS AND BOLTS	50100065.534000.	56.19
59062	COLUMBIA PAINT & COATINGS	RAGS,CAULKING	00100010.531000.	11.52
	COLUMBIA PAINT & COATINGS		00101250.531000.	11.53
	COLUMBIA PAINT & COATINGS		00103530.531000.	11.52
	COLUMBIA PAINT & COATINGS		00112572.531000.	11.53
	COLUMBIA PAINT & COATINGS		40143410.531000.	11.52
59063	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	132.00
59064	CO-OP SUPPLY	LOCK-PIN	50100065.534000.	13.42
59065	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,871.10
59066	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	165.00
59067	CROP PRODUCTION SERVICES, INC	GREENS FUNGICIDE/FERTILIZER	42047165.531900.	411.32
	CROP PRODUCTION SERVICES, INC		42047165.531930.	574.49
59068	CHAD CROSS	UNIFORM REIMBURSEMENT	00102020.526000.	149.26
59069	CUZ CONCRETE PRODUCTS	CONCRETE REPAIR, WRENCH	40142080.531000.	976.31
	CUZ CONCRETE PRODUCTS	CONCRETE GUARD POSTS	40142280.531000.	162.60
59070	KIMBERLEE DANIELSON	INSTRUCTOR SERVICES	00105120.541020.	731.00
59071	DEAVER ELECTRIC	MOVE CONDUIT @ WWTP	40142480.548000.	440.92
59072	DICKS TOWING INC	TOWING EXPENSE-MP 09-5355	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-MP 09-5387	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-VEH #P112	00103222.541000.	43.44
59073	CINDY DRAKE	REFUND SECURITY DEPOSIT	001.239100.	100.00
	CINDY DRAKE		001.239100.	200.00
59074	TODD DUITSMAN	REFUND CLASS FEES	00110347.376007.	66.00
59075	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	17.33
	E&E LUMBER INC	RETURN HEATER PAN,UNION	00105380.531000.	-25.28
	E&E LUMBER INC	RETURN CONNECTORS	00105380.531000.	-2.39
	E&E LUMBER INC	CONNECTORS,COUPLING	00105380.531000.	6.81
	E&E LUMBER INC	CLAMP,CONCRETE	00105380.531000.	15.21
	E&E LUMBER INC	MARKING PAINT	00105380.531000.	20.49
	E&E LUMBER INC	WATER HEATER PAN,PASTE,UNION	00105380.531000.	79.95
	E&E LUMBER INC	RETURN LUMBER	00105580.548000.	-35.30
	E&E LUMBER INC	BOLTS TO ANCHOR HOT WATER TANK	00105580.548000.	17.27
	E&E LUMBER INC	BLADES	00105580.548000.	47.22
	E&E LUMBER INC	DOOR HINGES,PLYWOOD	00105580.548000.	56.22
	E&E LUMBER INC	POLY FILM	40140180.531000.	65.16
	E&E LUMBER INC	GAS CANS	40140480.535000.	23.87
	E&E LUMBER INC	LOPPERS,PRUNERS	40140480.535000.	69.48
	E&E LUMBER INC	TORCH, FUEL TANKS, LIGHTER	40142480.531000.	48.82
	E&E LUMBER INC	MISC. MATERIAL FOR DISCONNECT	40142480.548000.	17.57
59076	EVERETT HYDRAULICS INC	REPLACE HYDRAULIC TANK	50100065.548000.	191.10
59077	EVERETT TIRE & AUTOMOTIVE	(4) TIRES	50100065.534000.	526.19
	EVERETT TIRE & AUTOMOTIVE		50100065.534000.	691.22
59078	CITY OF EVERETT	ANIMAL SHELTER FEES 9/09	00104230.551000.	6,525.00
	CITY OF EVERETT	LAB ANALYSIS	40140780.541000.	151.20
	CITY OF EVERETT		40142480.541000.	765.90
59079	FARWEST GOLF CARS OF WA INC	STEERING BOX ASSEMBLY,CABLE,ST	42047165.548000.	1,056.14
59080	FEDEX	SHIPPING EXPENSE	00100720.541000.	46.49
59081	JOSEPH FINLEY	REIMBURSE MILEAGE	50300090.543000.	85.04
59082	SHERYL FOLEY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/29/2009 TO 11/04/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59083	G&H AUTO ELECTRIC	REB ALTERNATOR	50100065.548000.	498.84
59084	GENERAL CHEMICAL CORP	ALUM SULFATE 12.113 DRY TON	40142480.531320.	3,311.94
59085	GPM PUMPS INC	GASKETS FOR SCUM PUMP	401.231700.	-21.38
	GPM PUMPS INC		40142480.548000.	270.03
59086	GRANITE CONSTRUCTION COMPANY	PAY ESTIMATE # 15	30500030.563000.R0301	682,278.60
	GRANITE CONSTRUCTION COMPANY		40220594.563000.W0007	3,503.91
	GRANITE CONSTRUCTION COMPANY		40230594.563000.S0701	7,198.81
	GRANITE CONSTRUCTION COMPANY		40250594.563000.D0501	9,947.14
59087	KRISTIE GUY	REIMBURSE TRAVEL COSTS	00100310.549000.	522.04
59088	HAGGEN, INC.	MEAL REIMBURSEMENT	00100060.549000.	271.97
	HAGGEN, INC.	ORAL EXAM CATERING	00103010.549000.	84.63
59089	HARBOR FREIGHT TOOLS	TOOLS FOR AMR WORK	40140980.535000.	194.21
59090	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC GLUE, PRIMER	40140180.548000.	43.51
	HARRINGTON INDUSTRIAL PLASTICS LLC	ADAPTER, GASKET	40140180.548000.	178.19
59091	HART CROWSER, INC	PROFESSIONAL SERVICES	00105380.541000.	1,310.68
59092	HASLER, INC	LEASE PAYMENT	00104190.545000.	219.60
59093	HD FOWLER COMPANY	FITTINGS	401.141400.	16.00
	HD FOWLER COMPANY		401.141400.	79.99
	HD FOWLER COMPANY		401.141400.	82.19
	HD FOWLER COMPANY	ADAPTERS,FITTINGS,BALL VALVES	401.141400.	472.99
59094	HEALTHFORCE PARTNERS, INC	PRE-EMPLOYMENT SCREENING	00103010.541000.	984.00
59095	HOME DEPOT CREDIT SVCS	WATER HEATER,CONNECTORS,HEAT	00105380.531000.	244.47
59096	INTERSTATE AUTO PARTS WAREHOUSE	JUMPER CABLES,FUSE	50100065.535000.	160.83
59097	IRON MOUNTAIN QUARRY LLC	ROCK FOR BOYS & GIRLS CLUB	00105580.548000.	125.64
59098	JET PLUMBING	REPLACE HOT WATER TANK	00101250.531000.	530.84
59099	RYAN M. KEEFE	REIMBURSE MEALS-TRAINING	10111160.549000.	24.48
59100	JEFF KOELLMER	REFUND CLASS FEES	00110347.376007.	49.00
59101	KOMPAN INC	REPLACEMENT OF PLAYGROUND EQU	00105380.531000.	1,722.40
59102	JANIS LAMOUREUX	REIMBURSE MILEAGE	00102020.549000.	48.40
	JANIS LAMOUREUX	REIMBURSE PUBLIC MTG ITEMS	00102020.549000.	54.47
59103	LASTING IMPRESSIONS INC	HAT-CARLILE	00103222.526000.	20.63
59104	LAWSON PRODUCTS INC	ZIP TIES	42047165.548000.	105.41
59105	LOWES HIW INC	RETURN MISC. PARTS	40140280.548000.	-22.23
	LOWES HIW INC	MISC. PARTS FOR REPAIRS	40140280.548000.	49.68
59106	MARYSVILLE FIRE DIST #12	FIRE CONTROL/EMERGENCY AID SRV	00109522.551000.	359,593.07
	MARYSVILLE FIRE DIST #12		00109526.551000.	198,234.06
59107	CITY OF MARYSVILLE	STORMWATER @ 1015 STATE AVE	00101250.547000.	64.90
	CITY OF MARYSVILLE		00101250.547000.	116.48
	CITY OF MARYSVILLE		00101250.547000.	206.34
	CITY OF MARYSVILLE	WTR/SWR @ 7115 GROVE ST	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR/YD @ 7007 GROVE ST	42047165.547000.	833.85
	CITY OF MARYSVILLE	WTR @ 6810 84TH ST NE	42047165.547000.	4,909.41
59108	MCGREGOR HARDWARE DISTRIBUTION	LOCK FOR FINANCE DOOR	00103530.531000.	197.13
59109	PAUL MCSHANE	PER DIEM-NW ALCOHOL CONFERENC	00103222.543000.	1.00
59110	MEB MANUFACTURING CO	RECONDITION AERATOR SHAFTS	40142480.548000.	1,831.40
59111	MICROFLEX INC	TAX AUDIT PROGRAM	00101023.541000.	96.27
59112	JOLIENE MONTEZ	REFUND CLASS FEES	00110347.376007.	61.00
59113	MICHAEL MULLIGAN	RECOVERY CONTRACT #245-SEWER	401.253000.	5,827.96
59114	NC MACHINERY COMPANY	OVERBILLED - DOZER	40145040.548000.	-549.79
	NC MACHINERY COMPANY	DOZER FOR PROJECT AT S. LAGOON	40145040.548000.	2,307.75
59115	NELSON PETROLEUM	GEAR OIL	501.141100.	434.62
59116	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	17.80

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 10/29/2009 TO 11/04/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59116	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	17.80
	NEXTEL COMMUNICATIONS		50350390.542000.	17.80
	NEXTEL COMMUNICATIONS		50350390.542000.	18.01
	NEXTEL COMMUNICATIONS		50350390.542000.	35.60
	NEXTEL COMMUNICATIONS		50350390.542000.	35.60
	NEXTEL COMMUNICATIONS		50350390.542000.	39.20
	NEXTEL COMMUNICATIONS		50350390.542000.	44.45
	NEXTEL COMMUNICATIONS		50350390.542000.	53.40
	NEXTEL COMMUNICATIONS		50350390.542000.	53.40
	NEXTEL COMMUNICATIONS		50350390.542000.	71.20
	NEXTEL COMMUNICATIONS		50350390.542000.	78.39
	NEXTEL COMMUNICATIONS		50350390.542000.	99.42
	NEXTEL COMMUNICATIONS		50350390.542000.	116.16
	NEXTEL COMMUNICATIONS		50350390.542000.	122.49
	NEXTEL COMMUNICATIONS		50350390.542000.	203.13
	NEXTEL COMMUNICATIONS		50350390.542000.	210.78
	NEXTEL COMMUNICATIONS		50350390.542000.	214.25
	NEXTEL COMMUNICATIONS		50350390.542000.	226.47
	NEXTEL COMMUNICATIONS		50350390.542000.	228.99
	NEXTEL COMMUNICATIONS		50350390.542000.	239.72
	NEXTEL COMMUNICATIONS		50350390.542000.	260.61
	NEXTEL COMMUNICATIONS		50350390.542000.	518.91
	NEXTEL COMMUNICATIONS		50350390.542000.	1,449.16
59117	NORMED	SUPPLIES FOR YOUTH B-BALL LEAG	00105120.531040.	111.34
59118	GLENDA NORSEBY	REFUND CLASS FEES	00110347.376009.	20.00
59119	NORTH COAST ELECTRIC COMPANY	ALLEN-BRADLEY ANNUAL SUPPORT	40142480.541000.	7,224.94
59120	NORTHEND TRUCK EQUIPMENT INC	REPAIR DRIVE SHAFT	41046060.548000.	388.22
59121	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	677.88
	NORTHSTAR CHEMICAL INC.		40140780.531001.	2,277.56
	NORTHSTAR CHEMICAL INC.	EMERGENCY PUMP OUT OF SODIUM F	40140780.541000.	773.78
	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40141580.531320.	1,305.37
59122	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	41.54
	OFFICE DEPOT		00100310.531000.	15.29
	OFFICE DEPOT		00100310.531000.	64.41
	OFFICE DEPOT		00102020.531000.	6.50
	OFFICE DEPOT		00102020.531000.	8.75
	OFFICE DEPOT		00102020.531000.	41.54
	OFFICE DEPOT		00103010.531000.	44.70
	OFFICE DEPOT		00103121.531000.	44.46
	OFFICE DEPOT		00103222.531000.	162.00
	OFFICE DEPOT		00104190.531000.	62.50
	OFFICE DEPOT		00105380.531000.	12.96
	OFFICE DEPOT		00105380.531000.	93.81
	OFFICE DEPOT		00143523.531000.	16.59
	OFFICE DEPOT		40143410.531000.	41.54
	OFFICE DEPOT		50100065.531000.	6.93
	OFFICE DEPOT		50200050.531000.	6.93
59123	ALLENA OLSON	REIMBURSE EMP APPRECIATION COM	00100310.549010.	30.17
59124	OTAK	PAY ESTIMATE # 47	40145040.541000.D0720	3,772.70
	OTAK	PAY ESTIMATE # 48	40145040.541000.D0720	12,855.75
59125	THE PARTS STORE	BATTERIES	501.141100.	178.00
	THE PARTS STORE		501.141100.	178.00

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 10/29/2009 TO 11/04/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59125	THE PARTS STORE	HEADLAMP,FLUID,ANTIFREEZE,FILT	501.141100.	307.13
	THE PARTS STORE	GAS CAP	50100065.534000.	13.61
	THE PARTS STORE	BATTERY TERM ADAPTER	50100065.534000.	24.72
	THE PARTS STORE	SPARK PLUGS,WIRE SET	50100065.534000.	128.64
	THE PARTS STORE	BRAKE PADS,ROTORS,HUB ASSEMBLY	50100065.534000.	569.04
59126	BETRINA PERRY	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59127	PETTY CASH-COMM DEV	PARKING,SUPPLIES,POSTAGE	00102020.549000.	35.21
59128	PUBLIC SAFETY TESTING INC	QRTL SUBSCRIPTION FEES	00100490.541000.	765.00
59129	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #462-002-547-0	00105380.547000.	35.36
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #326-050-278-0	00105380.547000.	36.61
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #531-001-591-1	10111864.547000.	164.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-075-2	10111864.547000.	541.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #515-001-516-1	42047165.547000.	39.01
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #416-001-034-6	42047165.547000.	1,077.55
59130	PUGET SOUND SECURITY	DUPLICATE KEYS	00100010.531000.	12.69
	PUGET SOUND SECURITY		40140480.535000.	18.07
59131	PATRICK & KATHY REGAN	SETTLEMENT PAYOUT	42047061.549000.	25,000.00
59132	DEPARTMENT OF RETIREMENT SYSTEMS	OCTOBER CONTRIBUTIONS LESS CRE	632.231420.	155,055.93
59133	RIVER OAKS COMMUNICATIONS CORP	VERIZON/FRONTIER TRANSFER PROJ	00100720.541000.	2,338.22
59134	SASE COMPANY INC	RETURN DRIVE BELTS	50100065.534000.	-276.67
	SASE COMPANY INC	DRIVE BELTS	50100065.534000.	276.67
	SASE COMPANY INC		50100065.534000.	287.61
	SASE COMPANY INC	PARTS FOR VEH # 258	50100065.534000.	842.26
59135	SECURE ALERT, INC	ELEC HOME MONITORING 8/09	00103960.551000.	4,359.00
	SECURE ALERT, INC	ELEC HOME MONITORING 9/09	00103960.551000.	4,843.00
59136	SETINA MFG CO INC	ALUM PUSHBARS	50100065.534000.	537.70
59137	SIX ROBBLEES INC	TIRE CHAINS	50100065.534000.	242.66
59138	SMOKEY POINT CONCRETE	CONCRETE	00105580.548000.	624.99
	SMOKEY POINT CONCRETE	PIT RUN	40220594.563000.W0604	777.70
	SMOKEY POINT CONCRETE		40220594.563000.W0604	778.55
59139	SOUND SAFETY PRODUCTS CO INC	CREDIT SHIPPING CHARGES INV 23	501.141100.	-18.20
	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS	501.141100.	60.82
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR	501.141100.	309.57
59140	MICHELLE STOA	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59141	TEXTRON FINANCIAL CORPORATION	10 EZ GO GOLF CART RENTAL	42047165.545000.	970.00
59142	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 8/28/09	00100060.549000.	46.00
	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 9/18/09	00100060.549000.	69.00
	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 10/9/09	00100060.549000.	115.00
	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 8/28/09	00100110.549000.	23.00
	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 10/9/09	00100110.549000.	46.00
	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 9/18/09	00100110.549000.	46.00
	THE GREATER MARYSVILLE TULALIP	BBH BREAKFAST MTG 10/9/09	00100720.549000.	23.00
	THE GREATER MARYSVILLE TULALIP		00101023.549000.	23.00
	THE GREATER MARYSVILLE TULALIP		00101130.549000.	46.00
	THE GREATER MARYSVILLE TULALIP		00102020.549000.	23.00
	THE GREATER MARYSVILLE TULALIP		00105380.549000.	23.00
	THE GREATER MARYSVILLE TULALIP		40143410.549000.	23.00
59143	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	57.51
59144	UNITED PIPE & SUPPLY INC	METER FOR NEW HIGH SCHOOL	40140980.531000.	5,716.03
	UNITED PIPE & SUPPLY INC	RETURN TYPAR FABRIC	40145040.549200.M0921	-85.60
	UNITED PIPE & SUPPLY INC	REDUCER	40145040.549200.M0921	60.72
	UNITED PIPE & SUPPLY INC	PERF UNDERDRAIN,PIPE	40145040.549200.M0921	2,819.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/29/2009 TO 11/04/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59145	USA MOBILITY WIRELESS, INC.	PAGER SERVICE	00103222.542000.	4.34
59146	SPENCER VADEN	REFUND CLASS FEES	00110347.376007.	61.00
59147	VALLEY FREIGHTLINER INC	TRANS INTERNAL FILTER KIT	50100065.534000.	37.87
	VALLEY FREIGHTLINER INC	INSTRUMENT GAUGE CLUSTER	50100065.534000.	270.94
59148	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	105.85
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	105.85
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	52.93
	VERIZON NORTHWEST	SERVICE @ DEERING	00105380.542000.	54.74
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	49.30
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.57
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.18
	VERIZON NORTHWEST	ACCT #0064811477782	40141580.547000.	100.99
	VERIZON NORTHWEST	ACCT #105660553702	40142280.542000.	90.40
	VERIZON NORTHWEST	ACCT #1101641995410	40143410.542000.	30.13
	VERIZON NORTHWEST	ACCT #1103241996301	40143410.542000.	65.55
	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.55
	VERIZON NORTHWEST	ACCT #1105841995206	40143410.542000.	75.68
	VERIZON NORTHWEST	ACCT #106853520208	40143780.542000.	52.93
59149	VERIZON NORTHWEST	METER READING PROF SERVICES	40141280.541000.	403.68
59150	BRANDY VIZMANOS-GARCIA	REFUND CLASS FEES	00110347.376007.	66.00
59151	WASTE MANAGEMENT NORTHWEST	YARDWASTE,RECYCLE SERVICE 10/0	41046290.541000.	77,733.82
59152	WESTERN EQUIPMENT DISTRIBUTORS	MOWER SPRING,SHACKLE	42047165.548000.	263.27
59153	HD SUPPLY CONSTRUCTION SUPPLY, LTD.	WATER STOP,EPOXY,DOWEL	401.231700.	-12.69
	HD SUPPLY CONSTRUCTION SUPPLY, LTD.		40140080.549000.M0950	160.21
59154	WINGFOOT COMMERCIAL	(2) TIRES	50100065.534000.	251.11
59155	LAUREN M. WOODMANSEE	CASCADE LOOP WINERY TOUR	00105120.541020.	1,583.55
59156	WRF, LLC	REFUND OF CITY TRAFFIC MITIGAT	30516344.348001.	15,120.00
59157	DONNA WRIGHT	REIMBURSE MEAL/MILEAGE	00100060.543000.	26.91
	DONNA WRIGHT		00100060.549000.	35.00

WARRANT TOTAL: 1,713,350.49

VOIDS

CHECK #49938	CHECK LOST	(1.00)
CHECK #54888	CHECK LOST	(24.48)
CHECK #58889	INITIATOR ERROR	(7,179.18)

1,706,145.83

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 16, 2009

AGENDA ITEM: Contract Award: Edward Springs Baffle Project Award	AGENDA SECTION: Review Bids	
PREPARED BY: Paul Federspiel, Project Engineer	APPROVED BY: <i>je</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Vicinity Map Exhibit 		
	MAYOR	CAO
BUDGET CODE: 40220594.563000 W0602	AMOUNT: \$158,416.45	

DESCRIPTION:

The Edward Springs Baffle Project consists of the fabrication and installation of three weighted polypropylene baffles in the 6-million gallon Edward Springs reservoir under the floating polypropylene cover. This project has been identified in the Water Comprehensive Plan.

The project was advertised for a November 10th, 2009 bid opening. Two bids were received as shown on the attached bid tabulation. The low bidder is MPC Containment International. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$144,416.45
Management Reserve:	\$14,000.00
Total:	\$158,416.45

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to authorized the bid for the Edward Springs Baffle project to MPC Containment International in the amount of \$144,416.45 including Washington State Sales Tax and approve a management reserve of \$14,000.00 for a total allocation of \$158,416.45.

COUNCIL ACTION:

Certified Bid Tabulation

EDWARD SPRINGS BAFFILING

SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		MPC Containment International		Layfield Environmental Systems	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
01025-1.2	1	Mobilization/Demobilization	1	LS	\$8,625.00	\$8,625.00	\$16,707.00	\$16,707.00	\$16,280.00	\$16,280.00
01025-1.3	2	Edward Springs Reservoir Baffling System	1	LS	\$115,000.00	\$115,000.00	\$116,273.16	\$116,273.16	\$123,214.00	\$123,214.00
		SUBTOTAL AMOUNT				\$123,625.00		\$132,980.16		\$139,494.00
		TAX (8.6%)				\$10,631.75		\$11,436.29		\$11,996.48
		SCHEDULE A TOTAL AMOUNT				\$134,256.75		\$144,416.45		\$151,490.48



Item 3 - 3

NOTICE OF HEARING

BEFORE THE MARYSVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the City of Marysville preliminary budget for the calendar year 2010 has been filed with the City Clerk and copies may be obtained on or after November 2, 2009 at the City Clerk's Office, 1049 State Avenue, Marysville, Washington 98270.

The Marysville City Council will hold a public hearing on the 2010 proposed budget at 7:00 p.m., Monday, November 16, 2009 in the Council Chambers of the Marysville City Hall located at 1049 State Avenue, Marysville, Washington at which time and place citizens will have the right to provide written and oral comments and suggestions regarding the 2010 budget as proposed. The public hearing will address revenue sources, including the property tax levy, and expenditures.

THE CITY OF MARYSVILLE

TRACY JEFFRIES, CITY CLERK

Dated: November 2, 2009

Published: Marysville Globe November 4, 2009 & November 11, 2009

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

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 16, 2009

AGENDA ITEM: Project Acceptance: Lake Goodwin Well Disinfection Improvements	AGENDA SECTION:	
PREPARED BY: Jeff Laycock, Project Engineer	APPROVED BY:	
ATTACHMENTS: <ul style="list-style-type: none"> • Letter of Physical Completion • Vicinity Map Exhibit 	MAYOR	CAO
	AMOUNT: N/A	
BUDGET CODE: 40220594.563000 W0605	AMOUNT: N/A	

DESCRIPTION:

City Council awarded the "Lake Goodwin Well Disinfection Improvements" contract to Stouder General Construction, LLC on June 9, 2008 in the amount of \$246,295.00. The Contractor physically completed the work for this project on October 30, 2009 at a total project cost of \$245,947.85.

Work performed under this Contract was inspected by RH2 Engineering and City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the Lake Goodwin Well Disinfection Improvements project, starting the 45-day lien filing period for project closeout.
COUNCIL ACTION:

PUBLIC WORKS
Kevin Nielsen, *Director*



80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
ci.marysville.wa.us

October 30, 2009

Stouder General Construction, LLC
3381 Brown Road
Ferndale, WA 98248

Subject: Lake Goodwin Well and Disinfection Improvements Project – Notice of Physical Completion

Dear Mr. Stouder:

In accordance with Section 1-05.11 of the WSDOT Standard Specifications, this project was considered physically complete as of Friday, October 30, 2009. This notification does not constitute completion, or final acceptance by the City.

Final acceptance can only be given by City Council. Recommendation for final acceptance will be sent to the City Council for approval at the November 16 Council meeting. This date shall start the 1 year warranty period per Section 1.12 of the Special Provisions.

This date of final acceptance shall also start the forty-five (45) day lien period for the release of your retainage bond pending the City has received the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of Labor and Industries (new for 2009)
4. Statement of Intent to Pay Prevailing Wages (including all subcontractors)
5. Affidavits of Wages Paid (including all subcontractors)

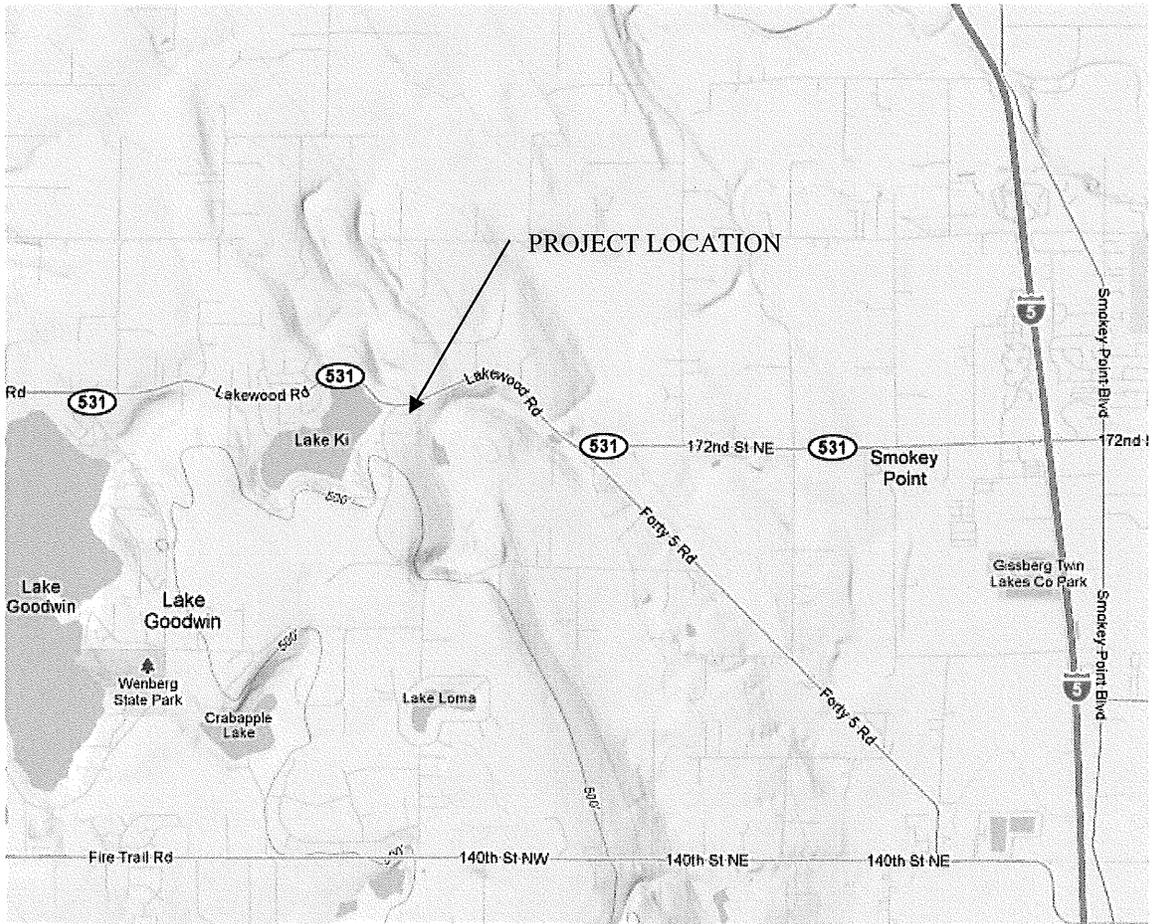
The City appreciates your cooperation in closing completing the remaining items of this project and working towards closing it out.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Laycock".

Jeff Laycock, PE

VICINITY MAP



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM: City Attorney Retainer Agreement Calendar Year 2010	AGENDA SECTION: New Business	
PREPARED BY: Tracy Jeffries	APPROVED BY:	
ATTACHMENTS: City Attorney Retainer Agreement Calendar Year 2010	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

City Attorney Retainer Agreement for Calendar Year 2010. No Change in Rates or Fees.

RECOMMENDED ACTION: Staff recommends Council authorize the Mayor to sign the City Attorney Retainer Agreement for the Calendar Year 2010.
COUNCIL ACTION:

LAW OFFICES OF
WEED, GRAAFSTRA AND BENSON, INC., P.S.

21 AVENUE A
SNOHOMISH, WASHINGTON 98290-2962

GEORGE E. BENSON
THOM H. GRAAFSTRA
GRANT K. WEED
CHERYL L. BEYER

(360) 568-3119
(425) 334-1480
(425) 259-9199
(206) 283-1819
FAX: (360) 568-4437

CRAIG KNUTSON
of Counsel

November 9, 2009

Mayor Dennis Kendall
City of Marysville
1049 State Avenue
Marysville, WA 98270

Mary Swenson
Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville, WA 98270

Re: 2010 Legal Services

Dear Dennis and Mary:

Enclosed please find our proposed City Attorney Retainer Agreement for calendar year 2010. We are proposing no change in our rates or fees. The rates we currently charge and plan to charge in 2010 are as follows:

Retainer for first 40 hours - \$6,000.00.

For all hours in excess of 40 - \$160.00/hr.

For Paralegal - \$125.00/hr.

For litigation - \$175.00/hr.

We believe these rates continue to be well below the rates charged in the region by comparably experienced outside municipal legal counsel.

If you are comfortable with the enclosed agreement I would ask that it be placed on the Council agenda for action.

November 9, 2009

Page 2

Thanks to both of you, staff and the City Council for your continued confidence and support. I greatly value the long standing working relationship we have had over the years with the City.

Very truly yours,



GRANT K. WEED

City Attorney

GKW/kkl

Enclosure

cc: Tracy Jeffries, City Clerk (w/encl.) ✓
Sandy Langdon, Finance Director (w/encl.)

**CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEAR 2010**

I - PARTIES/EMPLOYMENT

The CITY OF MARYSVILLE (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

II - QUALITY OF SERVICES

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

III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$6,000.00 per month, which retainer shall be compensation for up to 40 hours of work per month for the following legal services:

1. To oversee and supervise the prosecution function for the CITY in municipal court.
2. To attend the four regularly scheduled meetings of the City Council per month.

3. To provide legal advice to the Mayor, Councilpersons, Chief Administrative Officer and administrative heads of the various departments of the CITY under the direction of the Chief Administrative Officer.

4. To prepare such ordinances, resolutions, and instruments as the Mayor, City Council and Chief Administrative Officer may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$160.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$125.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services referred to in paragraph A above (Basic Retainer) in excess of 40 hours per month.

2. Extra meetings. Attendance, at the request of the Mayor or Chief Administrative Officer, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings held four times a month.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$175.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, library charges for municipal law books, and the cost of travel, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

V - EXCEPTIONS

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI - INSURANCE COVERAGE

The CITY shall provide insurance coverage for the CITY ATTORNEY's errors and omissions, and malpractice, while acting in the capacity of CITY ATTORNEY, and shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third

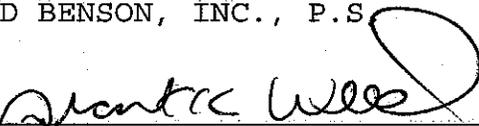
parties against the CITY ATTORNEY in said capacity.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2010 and shall continue in effect until December 31, 2010 unless earlier terminated or renegotiated by either party upon 60 days' written notice. This contract shall also be renegotiable within the final 90 days of calendar year 2010 for the succeeding year. If no such renegotiation is undertaken, this contract shall be renewed automatically for one calendar year upon the same terms and conditions.

DATED this _____ day of _____, 2009.

WEED, GRAAFSTRA
AND BENSON, INC., P.S

By 
GRANT K. WEED, PRESIDENT

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, MAYOR

ATTEST:

By _____
TRACY JEFFRIES, CITY CLERK

**CITY OF MARYSVILLE
Marysville, Washington**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON INDICATING
PARTICIPATION IN THE NATIONAL LEAGUE OF CITIES PRESCRIPTION
DISCOUNT CARD PROGRAM.**

Whereas many citizens of Marysville are among the millions of Americans without health insurance or with limited prescription drug coverage, and;

Whereas the National League of Cities is sponsoring a program in collaboration with CVS Caremark to provide relief to city residents around the country from the high cost of prescription drugs, and

Whereas NLC Prescription Discount Card Program will be available to member cities of NLC at no cost to those cities, and;

Whereas CVS Caremark will provide participating cities with prescription discount cards, marketing materials and customer support, and;

Whereas the discount cards offer an average savings of 20 percent off the retail price of most prescription drugs, has no enrollment form or membership fee, no restrictions based on the resident's age or income level, and may be used by city residents and their families any time their prescriptions are not covered by insurance, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, that the City of Marysville will inform the National League of Cities of its intent to participate in the NLC Prescription Discount Card Program and will work with NLC and CVS Caremark to implement the program to the benefit of the residents of Marysville.

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 Weed, City Attorney

National League of Cities Prescription Discount Card

Frequently Asked Questions (FAQ)

General Questions

I just received my card. Can I use it right away?

Yes, just use your card to start saving immediately. Present your prescription discount card at a participating retail pharmacy when you fill or refill your prescriptions.

How much does the card cost?

Your prescription discount card is provided to you free of charge. You pay the cost of the prescription less any applicable discount.

Does everyone in my family need an individual card?

No. Everyone in the family may use the same card if desired.

Can I use this card to get discounts on my pet's medications?

Yes, if your pet has been prescribed a medication that is also used to treat a human condition, you may receive a discount on the medication by taking the prescription to a participating retail pharmacy.

Can I use my card to get discounts on over-the-counter products and non-prescription medications?

Not usually. However, discounts are available for many diabetic supplies.

How is this prescription discount program different from traditional prescription insurance?

This is not insurance; it is a prescription discount program. The card provides immediate discounts at participating retail pharmacies. Upon presenting your card to the pharmacist, you will pay the lower of a discounted price or the pharmacy's regular retail price. There are no claim forms to fill out and no limit to the number of times you can use the card. These discounts are available only at participating retail pharmacies.

Can I use my prescription discount card with my current insurance benefit to reduce my costs?

Your card cannot be used in conjunction with other insurance. However, you are encouraged to use your card to purchase prescriptions anytime they are not covered by your insurance plan.

Can I still use my prescription discount card if I sign up for a Medicare prescription plan?

Yes, you can use your prescription discount card anytime you need to purchase a

prescription that is not covered by your Medicare prescription plan or any other insurance.

Should I use my prescription discount card during my deductible and coverage gap periods of coverage for covered medications?

No. Only use your prescription discount card to purchase non-covered medications.

Can I use my prescription discount card in addition to my Medicare prescription plan and get additional discounts?

No. You need to present either your Medicare prescription plan card or your prescription discount card. Only use your prescription discount card when purchasing medications not covered by your Medicare prescription plan.

I'm not going to sign-up for a Medicare prescription plan; can I still use my prescription discount card?

Yes, you can continue to use your prescription discount card just as you do today.

Pharmacy and Pricing Questions

Which pharmacies accept the card?

The prescription discount card is accepted at more than 59,000 retail pharmacies nationwide, including the major chains as well as many independent pharmacies. Ask your local pharmacy if they participate or visit www.caremark.com/nlc or call toll free 1-888-620-1749 to find out if a specific pharmacy participates in the program.

How much will I save?

While savings on each prescription may vary, you can save an average of 20 percent off of the pharmacy's regular retail prices for prescription drugs. In addition, you may save even more on select medications.

Will I always receive the lowest price?

Yes. You will receive the best price available to you through this program at the participating pharmacy. On occasion, pharmacies will price a particular medication lower than the discount rate provided by the card. If that occurs, you will pay the lower price.

Can I find out the discounted price of my prescriptions before going to the pharmacy?

Because prices can vary by location, only the actual pharmacy can tell you the exact price of the prescription. However, you can look up an estimated price for medications at www.caremark.com/nlc or call toll free 1-888-620-1749.

Why did the price of my prescription change since the last time I purchased the prescription?

Drug prices may vary from pharmacy to pharmacy. Even pharmacy chains have different prices in their stores depending on the population they are servicing. Additionally, manufacturers' drug prices change periodically.

Will I save 20 percent on all my medications?

Because a pharmacy's retail price or usual and customary charge can differ greatly by pharmacy, your exact percentage of savings may vary depending on the prescription drug and the price you have paid before.

Should I use my prescription discount card at a retail pharmacy with a flat rate generic pricing plan?

Yes, always present your prescription discount card when buying prescriptions not covered by insurance. For a medicine on a generic pricing plan you will pay either the flat rate or the prescription discount card price, whichever is lower.

About Specialty Pharmacy

What is specialty pharmacy and what kinds of services do they offer?

Specialty pharmacy offers delivery of injectable and select oral specialty medication and supplies to the location of your choice. Services include delivery notification and refill reminder calls to help you stay on your treatment plan. You'll also receive expert care services including counseling, follow-up care calls, informative disease-related materials and access to health experts 24 hours a day, seven days a week.

What drugs are offered through specialty pharmacy?

Medications for a variety of chronic conditions including multiple sclerosis, rheumatoid arthritis, cystic fibrosis, hemophilia, infertility, immunologic disorders, Crohn's disease, Gaucher disease, pulmonary hypertension, Fabry disease, MPS 1, blood dyscrasia, growth hormone deficiency, respiratory syncytial virus, hepatitis C and more are available through specialty pharmacy.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 16, 2009

AGENDA ITEM: Surplus of the Cedar Street Caboose	AGENDA SECTION:	
PREPARED BY: Jim Ballew	APPROVED BY: 	
ATTACHMENTS: Resolution	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

The City owns a Pacific Car and Foundry Company Model PAC1112174 Center Cupola Caboose located on the corner of Cedar and Fourth Street which housed the Maryfest Inc offices for several years.

On July 19, 2009 the Caboose sustained significant external and internal damages as a result of a fire.

Due to the cost of repairs, cost of site and facility maintenance staff is recommending that the Caboose be surplused and removed from this location.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to surplus the city owned Pacific Car and Foundry Company Model PAC1112174 Center Cupola Caboose located on Cedar Street.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

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

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

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

- 1- Pacific Car and Foundry Company Model PAC1112174 – Center Cupola Caboose estimated production date of 1923.

The City is hereby authorized to sell or dispose of the above referenced item(s) in a manner, which in the discretion of the Director of Parks and Recreation nets the greatest amount to the City.

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

CITY OF MARYSVILLE

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A
INTERFUND LOAN NOT TO EXCEED \$700,000 FROM THE WATERWORKS
UTILITY FUND 401 TO THE GOLF FUND 420, AND PROVIDING A
FORMULA FOR PAYMENT OF INTEREST.**

WHEREAS, it was determined to subsidize the on going Golf Course operations until December 31, 2012; and

WHEREAS, the need for short-term financing is necessary and accordingly, establish an interfund loan from the Waterworks Utility Fund; and

WHEREAS, the Waterworks Utility Fund 401 is able to loan the funds and will not require the loaned funds during the loan period; and

WHEREAS, interest on said loan is subject to interest imposed at a rate as set forth by the Local Government Investment Pool; and

WHEREAS, said loan will not be repaid until permanent financing is complete;

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

Section 1. Loan

There is established an interfund loan not to exceed \$700,000 from the Waterworks Utility Fund 401 to the Golf Course Fund 420.

Section 2. Interest

A. The initial interest on said loan shall be set at the rate of 0.451% as set by the Local Government Investment Pool (LGIP) Anticipated Gross Earnings Rate on October 31, 2009. Found on the following web site.

<http://www.tre.wa.gov/LGIP/lgipsumm.htm#rate>

B. The interest rate shall be adjusted monthly on the last day of each month as set by the Local Government Investment Pool (LGIP) Anticipated Gross Earnings Rate Found on the following web site.

<http://www.tre.wa.gov/LGIP/lgipsumm.htm#rate>

Section 3. Repayment.

The Loan shall be repaid with interest from the Golf Course Fund 420 to the Waterworks Utility Fund 401 on or before December 31, 2012.

Section 4. Severability.

If any section, sentence, clause or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdictions, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. Effective Date.

This resolution shall take effect immediately upon passage by the Marysville City Council.

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

CITY OF MARYSVILLE

By _____
MAYOR

Attest:

By _____
CITY CLERK

Approved as to from:

By _____
CITY ATTORNEY

2009 Amendment - Summary

Fund Description	Fund No.	Est. Beg. Fund Bal. & Revenue Adj.	Appropriations Adjustment	Ending Fund Balance Adjustment		
General Fund	001	66,685	66,685	-	3,210,430	3,210,430
Golf Course	420	150,000	150,000	-	-	-
Drug Seizure Fund	103	20,747	17,500	3,247	33,898	37,145
I/Net	108	-	7,301	(7,301)	23,060	15,759
Golf Course	420	150,000	150,000	-	-	-
Total Budget Adjustment		\$ 387,432	\$ 391,486	\$ (4,054)		

**CITY OF MARYSVILLE
MARYSVILLE, WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING SNOHOMISH COUNTY CODES AND ORDINANCES AS REQUIRED FOR THE CENTRAL MARYSVILLE ANNEXATION.

WHEREAS, pursuant to RCW 35A.14.460, the Councils of Snohomish County (“County”) and the City of Marysville (“City”) have initiated and completed an annexation process for the Central Marysville annexation, in accordance with the Interlocal Agreement attached hereto as Exhibit A (“Agreement”); and

WHEREAS, Section 3.4 of the Agreement requires the City to adopt by reference the County codes and ordinances listed in Exhibit C of the Agreement, solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area without affecting projects applied for under the City’s jurisdiction; and

WHEREAS, Section 3.4 of the Agreement further requires the County to be responsible for providing copies of all the codes and ordinances listed in Exhibit C of the Agreement, in addition to all the updates thereto, to the Marysville City Clerk, so that the City Administrative Services Director may maintain compliance with RCW 35A.12.140.

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

Section 1. County codes and ordinances adopted. The Snohomish County codes and ordinances listed in Exhibit C of the INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY PROVIDING FOR THE ANNEXATION TO THE CITY OF THE AREA KNOWN AS THE “CENTRAL MARYSVILLE ANNEXATION” PURSUANT TO RCW 35A.14.460, which Agreement is attached hereto as Exhibit A, are hereby adopted by reference and shall apply within the Central Marysville Annexation Area, provided that said codes and ordinances are adopted solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area and shall not affect projects applied for under the City’s jurisdiction.

Section 2. Filing. Pursuant to RCW 35A.12.140, not less than one copy of the Snohomish County codes and ordinances adopted in Section 1 of this ordinance shall be filed in the office of the City Clerk for examination by the public.

PASSED by the City Council of the City of Marysville this __ day of _____, 2009.

DENNIS L. KENDALL, Mayor

ATTEST:

TRACY JEFFRIES, City Clerk

APPROVED AS TO FORM:

GRANT K. WEED, City Attorney

Published: _____ 2009
Effective Date: _____ 2009

Exhibit A

200907280020 CONFORMED COPY
07/28/2009 8:12am \$0.00 16 PGS
SNOHOMISH COUNTY, WASHINGTON

After Recording Return to:

Assistant Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Agencies: Snohomish County and City of Marysville
Tax Account No. N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY PROVIDING FOR THE ANNEXATION TO THE CITY OF THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" PURSUANT TO RCW 35A.14.460

1. PARTIES

This interlocal agreement ("Agreement") is made by and between the City of Marysville ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 35A.14.460.

2. PURPOSE

2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Central Marysville Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.460. The territory included in the Annexation Area is depicted in Exhibit A to this Agreement, incorporated herein by this reference.

2.2. Orderly transition of services and capital projects. The City and County recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.

3. GENERAL AGREEMENT REGARDING ANNEXATION

3.1 Inapplicability of Master Annexation ILA. The Parties recognize the existence of that certain *Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Annexation and Urban Development Within the Marysville*

Urban Growth Area, effective June 30, 1999, and recorded under Auditor's File # 199908230669 ("Master Annexation ILA"), that addresses certain actions related to annexation. Since the Parties hereto entered into the Master Annexation ILA, the Legislature has authorized an additional method of annexation (annexation by interlocal agreement) pursuant to RCW 35A.14.460. Notwithstanding anything to the contrary that may be contained in the Master Annexation ILA, the Parties agree and intend that the Master Annexation ILA shall have no applicability, force or effect with respect to the Annexation contemplated herein. Instead, the Annexation shall be governed by the terms of this Agreement which is entered into pursuant to RCW 35A.14.460.

- 3.2 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit B, and incorporated herein by this reference.
- 3.3 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the Annexation of territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35A.14.460(4).
- 3.4 City to adopt County codes and ordinances. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area. Adoption of the County's codes by the City in no way affects projects applied for under the City's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Marysville City Clerk, so that the City Administrative Services Director may maintain compliance with RCW 35A.12.140.

4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE

- 4.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt land use designations and zones for the Annexation Area that will accommodate within its jurisdiction the population and employment allocation assigned by the County under the GMA for the City and the Annexation Area as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.1 shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA.

4.2 Wetland mitigation sites and habitat projects. The City and County share a commitment to ensure the success of wetland mitigation sites and habitat improvement projects. The City and County agree that both jurisdictions will benefit from the maintenance and monitoring of wetland mitigation sites and habitat improvement projects. The City and County agree to enter into an agreement prior to the effective date of the Annexation to determine responsibility and costs for maintenance and monitoring for the mitigation sites and habitat improvement project located at 51st Avenue NE and 100th Street NE.

5. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY

5.1 Permit processing. The County agrees to continue processing both building and major development permit applications in the Annexation Area for which complete applications were filed before the effective date of the Annexation, as provided below.

5.2 Building permits issued within four months of annexation. The County shall continue to process through completion building permits in the Annexation Area under County code and permit requirements for which it received a complete permit application prior to the effective date of the Annexation and for which a building permit is issued within four months of the effective date of Annexation. In addition, the County shall accept, process, and conduct inspections for any associated permits for which it receives an application through completion. For the purposes of this Agreement, "associated permits" means mechanical, plumbing, and sign permits for the building being permitted. For the purposes of this Agreement, "completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of building permits issued by the County in the Annexation Area.

5.3 Building permit applications not issued within four months after annexation. The County shall continue to process permit applications (exclusive of major development permits as defined in Section 5.4) in the Annexation Area under the County code and permit application requirements for which it received a complete permit application prior to the effective date of the Annexation, for up to four months following the effective date of the Annexation. Four months following the effective date of the Annexation, permit application processing responsibility will be transferred to the City if a permit has not been issued. Alternatively, the City may request the County to transfer pending building permit applications upon receipt of a written request by the permit applicant. The County will contact applicants for pending permit applications to provide advance notification of the transfer date. The City will honor any intermediate approvals (such as building plan check approval) which are effective prior to transfer of the permit application. Extension of intermediate approvals following the Annexation must be approved by the City following consultation with County staff.

- 5.4 Major development permits. The County shall continue to process to completion any major development permits in the Annexation Area for which it received a complete permit application prior to the effective date of the Annexation. "Major development permits" is defined as: non- single family building permits for structures greater than 4,000 square feet in size, subdivisions, Planned Residential Developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits and variances. "Processing to completion" shall be to the end of a review process that was commenced by the County prior to the effective date of the Annexation. The term "review process" is defined as follows for a subdivision: preliminary plat approval, plat construction plan approval, inspection and final plat processing. Final plats shall be transmitted to the City for City Council acceptance of dedication of right-of-way or other public easements, if dedication occurs after the effective date of the Annexation. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of major development permits issued by the County in the Annexation Area.
- 5.5 Permit renewal or extension. Any request to renew a building permit or to renew or extend a major development permit issued by the County prior to the effective date of the Annexation which is received after the effective date of the Annexation shall be made to and administered by the City.
- 5.6 Land use code enforcement cases. Any pending land use code enforcement cases in the Annexation Area shall be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City. The County agrees to make its employees available as witnesses at no cost to the City if necessary to prosecute transferred cases.
- 5.7 Enforcement of County conditions. Following the effective date of the Annexation, the City agrees to enforce any conditions imposed by the County relating to the issuance of a building or major development permit in the Annexation Area. Any performance or other bonds held by the County to guarantee performance or completion of work associated with the issuance of a permit shall be transferred to the City along with responsibility for enforcement of condition tied to said bonds. The County agrees to make its employees available to provide assistance in areas involving enforcement of conditions on permits originally processed by County personnel, at no cost to the City.
- 5.8 Proportionate share of application fees. The City and County shall proportionately share the permit application fees for any transferred cases. The County shall transfer a proportionate share of the application fee collected to the City, commensurate with the amount of work left to be completed on the permit. The City may also request transfer for permit responsibility upon receipt of a written request by the permit applicant.

6. RECORDS TRANSFER

The City Clerk or designee, at his or her discretion, shall either take custody of or copy relevant County records prior to and following the Annexation. County records to be transferred or copied will include, but are not limited to, records from The Departments of Public Works and Planning and Development Services, including all permit records and files, inspections reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, data bases for land use, drainage, street lights, streets, regulatory and animal license records, and any available data on the location, size and condition of utilities, and other items identified during the transfer process. Transfer of County records will be subject to the *Interlocal Agreement Between the City and the County Concerning Transfer, Custody, Retention and Access of Public Records Following Annexation*, effective August 25, 1999, and recorded under Auditor's File # 199910200573.

7. ROADS

- 7.1 Reciprocal impact mitigation. The City and County have agreed to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions provided in the *Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts*, effective July 1, 1999, and recorded under Auditor's File # 199907020618. The Parties also may enter into an additional agreement that addresses implementation of common MUGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.
- 7.2 88th Street NE corridor capacity improvements. The City and County agree that both jurisdictions will benefit from the construction of capacity improvements to the 88th Street NE Corridor between State Avenue and 67th Avenue NE, whether it lies within the City's corporate limits or remains in unincorporated Snohomish County. The City and County agree to coordinate and cooperate on these improvements. The process and details for coordination will be addressed within a separate agreement.
- 7.3 51st Avenue NE intersection improvements. The County is currently in the construction phase of intersection improvements to the intersection of 51st Avenue NE and 100th Street NE and to the intersection of 51st Avenue NE and 136th Street NE. The City agrees that these projects are in the City's interest and will allow the County to work within the right-of-way annexed by the City to complete these projects.

8. SURFACE WATER MANAGEMENT

- 8.1 Legal control and maintenance responsibilities. The Central Marysville Annexation Area includes surface water drainage improvements or facilities that the County currently owns or maintains. The City and County agree that the legal control and maintenance responsibilities for such surface water drainage improvements or facilities shall transfer to the City by the end of the calendar year in which the Annexation becomes effective, except as negotiated between the City and County in any subsequent agreements. The County agrees to provide a list of surface water drainage improvements and facilities prior to the start of negotiations. County maintenance easements over residential detention facilities shall be transferred to the City. The County's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the Annexation Area. The City and County will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.
- 8.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within designated Watershed Management Areas and Clean Water Districts. Watershed management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the City hereby agrees that the County may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County.
- 8.3 Drainage Needs Report cost recovery. The City recognizes that drainage engineering studies and surface water drainage improvements and facilities have benefited the Annexation Area. The City recognizes that the County has incurred bonded debt to fund the engineering studies and facilities listed in the Drainage Needs Report, prepared by the Snohomish County Department of Public Works in 2002, as updated, and agrees that the Annexation Area will be responsible for paying a share of that bond debt. The City recognizes that the County has full authority and is required to collect payment for that bond debt under RCW 36.89.120.

8.4 Government service agreements. The County and City intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

9. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

The City agrees to assume maintenance, operation and ownership responsibilities for Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park upon the effective date of the Annexation as identified in the map attached to this Agreement as Exhibit D. Documents conveying Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park to the City of Marysville will be developed and executed by both Parties subsequent to the effective date of the Annexation.

10. AMENDMENTS AND ADDITIONAL AGREEMENTS

10.1 Amendments. The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any amendment to this Agreement shall be executed in the same manner as this Agreement.

10.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

11. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

12. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The City and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to the Boundary Review Board hearing on the Annexation, if possible.

13. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

14. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

15. EFFECTIVE DATE, DURATION AND TERMINATION

15.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the parties hereto and the signing of the Agreement by the duly authorized representative of each of the parties hereto.

15.2 Duration. This Agreement shall be in full force and effect through December 31, 2019. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

15.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and City are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

16. INDEMNIFICATION AND LIABILITY

16.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

16.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature

whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

16.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.

16.4 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the CITY to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

17. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

18. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

19. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to the "Interlocal Agreement between the City and the County concerning transfer, Custody, Retention and Access of Public Records following Annexation."

20. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation, except as set forth in Section 10 of this Agreement.

21. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

22. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 19.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

23. FILING

A copy of this Agreement shall be filed with the Marysville City Clerk and recorded with the Snohomish County Auditor’s Office.

24. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Gloria Hirashima
Community Development Director
City of Marysville
80 Columbia Avenue
Marysville, WA 98270
(360) 363-8211

Richard Craig
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this 22nd day of July 2009.

CITY OF MARYSVILLE
BY:

Dennis L. Kendall
Dennis L. Kendall
Mayor

Date: 7/13/09

ATTEST:

Tracy Pugh
City Clerk

Approved as to form:
Office of the City Attorney
Attorney

Grant Weed
Grant Weed
Attorney for the City of
Marysville

SNOHOMISH COUNTY
BY:

MARK SOINE
Deputy Executive
Aaron Reardon
for
County Executive

Date: 7/22/09

ATTEST:

Sheela McAlister
Clerk of the County Council, *asst.*

Approved as to form:
Snohomish County Prosecuting

Laura C. Kisielius 6/10/09
Laura C. Kisielius
Deputy Prosecuting Attorney for
Snohomish County

COUNCIL USE ONLY
Approved: 7-13-09
Docfile: D-1

EXHIBIT A – CENTRAL MARYSVILLE ANNEXATION MAP

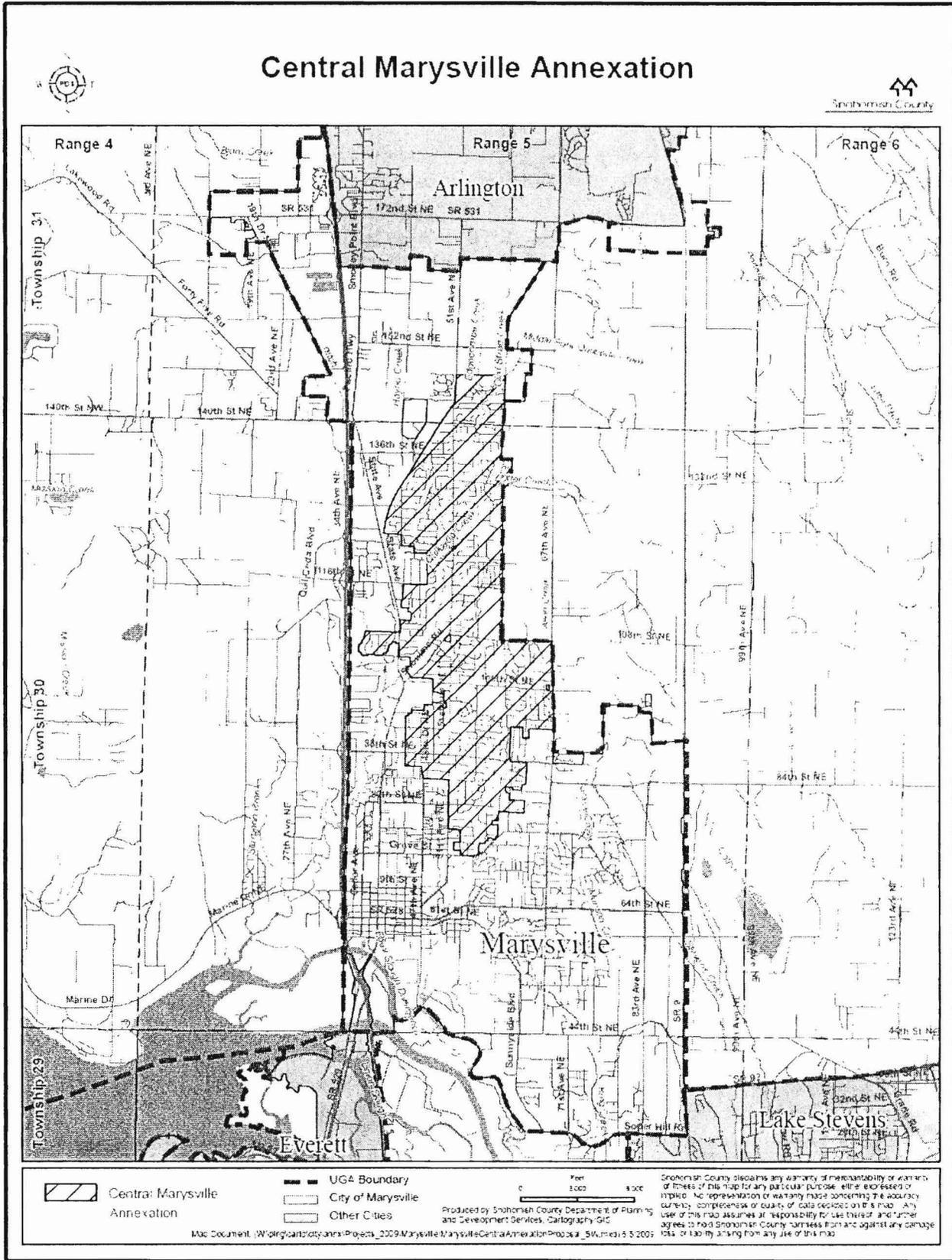


EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

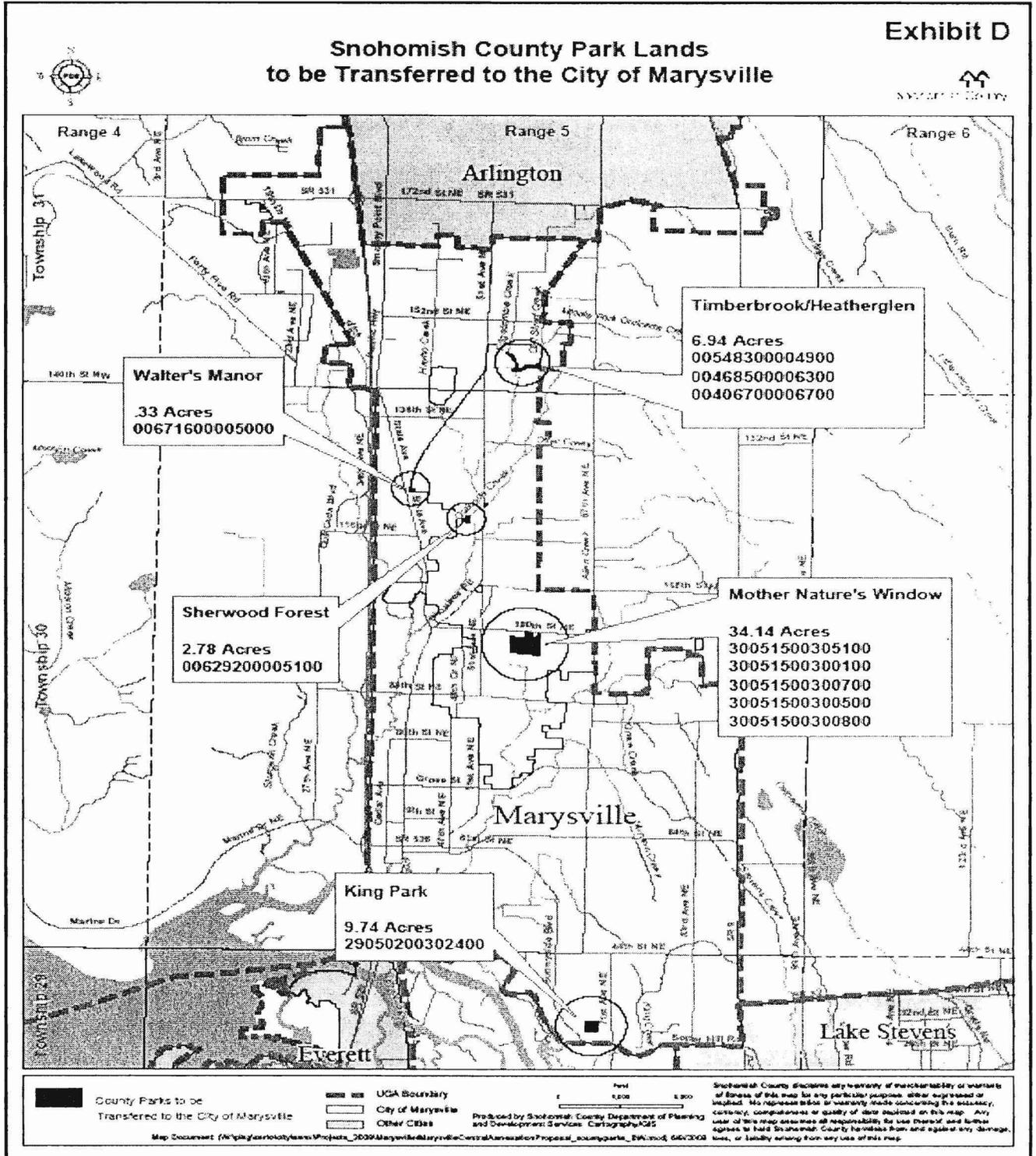
The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS
AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY CITY**

- A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- D. SCC Chapter 30.41A, entitled SUBDIVISIONS
- E. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- F. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS
- G. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- H. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS
- J. SCC Chapter 30.52A, entitled BUILDING CODE
- K. SCC Chapter 30.52B, entitled MECHANICAL CODE
- L. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY CODE
- M. SCC Chapter 30.52D, entitled ENERGY CODE
- N. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE
- O. SCC Chapter 30.52F, entitled RESIDENTIAL CODE
- P. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS
- Q. SCC Chapter 30.53A, entitled FIRE CODE
- R. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- S. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- T. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- U. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- V. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM, as amended

EXHIBIT D – PARKS, OPEN SPACE AND RECREATIONAL FACILITIES



CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville making a declaration of substantial need for purposes of setting the limit factor for EMS property tax levy.

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation;

WHEREAS, RCW 84.55.005(1) defines “inflation” as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable;

WHEREAS, “inflation” for July 2009 is -0.848 percent and the limit factor is 99.152 percent, meaning the taxes levied in the City of Marysville in 2009 for collection in 2010 will decrease except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one council members;

WHEREAS, the 2008 recession has caused the City to bend under the weight of housing foreclosures brought on by the subprime mortgage debacle, declining property values, high unemployment and flat consumer spending;

WHEREAS, the City felt the weight of the recession by declining general fund revenues, largely in part by sales tax (down 10% from 2008) and building permit fees (down 50% from 2008), which represents 31% of the total;

WHEREAS, the City needs to maintain services essential services such as police, fire, and transportation, and desires to continue established programs such as parks and recreation for the citizens of Marysville and also meet contractual obligations;

NOW, THEREFORE, the City Council of the City of Marysville DO Ordain as FOLLOWS:

Section 1. A finding is made of substantial need under RCW 84.55.0101, which authorizes the use and to set the limit factor of 101 percent for the property tax levy for 2010.

ADOPTED this ____ day of _____, 2009.

CITY OF MARYSVILLE

By_____

Dennis L. Kendall, Mayor

ATTEST:

By_____

Tracy Jeffries, ASSISTANT ADMIN. SVCS. DR.

Approved as to form:

By_____

Grant Weed, CITY ATTORNEY

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville levying EMS taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2010.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2010; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$2,378,809; and,

WHEREAS, the population of the City of Marysville is more than 10,000;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Marysville requires an increase in property tax levy from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City.

Section 2: An increase in the EMS property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in value of state assessed property, and amounts authorized by law as a result

of any annexations that have occurred and refunds made, is hereby authorized for the 2010 levy in the amount of \$23,788 which is a percentage increase of 1% from the previous year.

Adopted this _____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville making a declaration of substantial need for purposes of setting the limit factor for regular property tax levy.

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation;

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable;

WHEREAS, "inflation" for July 2009 is -0.848 percent and the limit factor is 99.152 percent, meaning the taxes levied in the City of Marysville in 2009 for collection in 2010 will decrease except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one council members;

WHEREAS, the 2008 recession has caused the City to bend under the weight of housing foreclosures brought on by the subprime mortgage debacle, declining property values, high unemployment and flat consumer spending;

WHEREAS, the City felt the weight of the recession by declining general fund revenues, largely in part by sales tax (down 10% from 2008) and building permit fees (down 50% from 2008), which represents 31% of the total;

WHEREAS, the City needs to maintain services essential services such as police, fire, and transportation, and desires to continue established programs such as parks and recreation for the citizens of Marysville and also meet contractual obligations;

NOW, THEREFORE, the City Council of the City of Marysville DO Ordain as FOLLOWS:

Section 1. A finding is made of substantial need under RCW 84.55.0101, which authorizes the use and to set the limit factor of 101 percent for the property tax levy for 2010.

ADOPTED this ____ day of _____, 2009.

CITY OF MARYSVILLE

By _____

Dennis L. Kendall, MAYOR

ATTEST:

By _____

Tracy Jeffries, ASSISTANT ADMIN. SVCS. DR.

Approved as to form:

By _____

Grant Weed, CITY ATTORNEY

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2010 and levying taxes in addition to the regular property tax for payment of debt service on the City's unlimited General Obligation Bonds, 1986 and refunded in 1996.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2010; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$8,875,085; and,

WHEREAS, the population of the City of Marysville is more than 10,000;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Marysville requires an increase in property tax levy from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City.

Section 2: An increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in value of state assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, is hereby authorized for the 2010 levy in the amount of \$88,751.00 which is a percentage increase of 1% from the previous year.

Section 3: For the year 2010, the amount of taxes to be levied, in addition to regular property tax, for payment of debt service on the City's Unlimited Tax General Obligation bonds, 1986, which were refunded in 1996, is \$226,630.00.

Adopted this _____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2010 and levying taxes in addition to the regular property tax for payment of debt service on the City's unlimited General Obligation Bonds, 1986 and refunded in 1996.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2010; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$8,875,085; and,

WHEREAS, the population of the City of Marysville is more than 10,000;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Marysville requires an increase in property tax levy from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City.

Section 2: An increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in value of state assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, is hereby authorized for the 2010 levy in the amount of \$0 which is a percentage increase of 0% from the previous year.

Section 3: For the year 2010, the amount of taxes to be levied, in addition to regular property tax, for payment of debt service on the City's Unlimited Tax General Obligation bonds, 1986, which were refunded in 1996, is \$226,630.00.

Adopted this _____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

NOTICE OF EXERCISE OF OPTION TO EXTEND LEASE TERM

COME NOW CITY OF MARYSVILLE, a municipal corporation of the State of Washington, Tenant under that certain Lease Agreement dated May 28, 2007 for the lease of following-described real estate situated in Snohomish County, Washington:

PARCEL A: TAX PARCEL 300528-002-119-00

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE EAST SIDE OF THE SEATTLE AND MONTANA RAILWAY RIGHT OF WAY INTERSECTS WITH THE NORTH SIDE OF 10TH STREET, WHICH WAS FORMERLY KNOWN AS 9TH STREET AS SHOWN ON THE PLAT OF EDWARD STEELE'S SUBURBAN ADDITION TO MARYSVILLE ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 79 RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE EAST TO THE 1/16TH LINE BETWEEN THE EAST HALF AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.; THENCE NORTH 270 FEET; THENCE WEST TO SEATTLE AND MONTANA RAILWAY RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY TO POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF OF 10TH STREET (FORMERLY 9TH) PER PLAT OF EDWARD STEELE'S SUBURBAN ADDITION TO THE CITY OF MARYSVILLE ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 79 LYING EAST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AND WEST OF THE WEST MARGIN OF DELTA STREET.

(ALSO KNOWN AS PORTION OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA 05-008 RECORDED UNDER RECORDING NO. 200603235273).

PARCEL B: TAX PARCEL 300528-002-161-00

BEGINNING AT A POINT 30 FEET NORTH OF INTERSECTION OF WEST LINE OF STATE STREET AND SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN THE TOWN OF MARYSVILLE AND RUNNING; THENCE WEST FOR 360 FEET; THENCE NORTH FOR 60 FEET; THENCE EAST FOR 360 FEET TO THE WEST LINE OF STATE STREET; THENCE SOUTH FOR 60 FEET TO TRUE POINT OF BEGINNING.

PARCEL C: TAX PARCEL 300528-002-200-00

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF STATE STREET IN THE TOWN OF MARYSVILLE AND THE QUARTER SECTION LINE BETWEEN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.; RUNNING

THENCE WEST 360 FEET; THENCE NORTH 30 FEET; THENCE EAST 360 FEET; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING.

PARCEL D: TAX PARCEL 300528-003-011-00

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.; RUNNING THENCE EAST 360 FEET; THENCE SOUTH 129 FEET; THENCE WEST 360 FEET; THENCE NORTH 129 FEET TO POINT OF BEGINNING.

and hereby notify STATE AVENUE PLAZA, LLC, Landlord, of Tenant's election to exercise the option to extend said lease for ONE (1) year, commencing June 1, 2010 and terminating at midnight on May 31, 2011, as provided in the Amendment/Rider to Lease Agreement under paragraph entitled Option to Extend Lease Term.

DATED this _____ day of _____, 2009.

CITY OF MARYSVILLE, Tenant

By _____
DENNIS L. KENDALL, Mayor

Notice personally delivered to Landlord
on _____, 2009:

By _____