

February 22, 2010

Marysville City Council Meeting
7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Marysville Strawberry Festival Pageant Contestants
- B. Service Awards

Audience Participation

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

- 1. Approval of January 25, 2010 City Council Meeting Minutes.
- 2. Approval of February 1, 2010 City Council Work Session Minutes.

Consent

- 3. Approval of February 10, 2010 Claims in the Amount of \$292,644.07; Paid by Check No.'s 60967 through 61068 with No Checks Voided.
- 4. Approval of February 5, 2010 Payroll in the Amount of \$1,378,411.17; Paid by Check No.'s 22301 through 22353 with Check No. 22270 Voided.

Review Bids

Public Hearings

New Business

- 5. Second Amendment to Interlocal Agreement with Okanogan County for Housing of Inmates.
- 6. Interlocal Agreement between the City of Marysville and Snohomish County Concerning Provision of Information Technology Services and Supplemental Work Order Fiber Connectivity between COM and SCDIS.

Marysville City Council Meeting

February 22, 2010

7:00 p.m.

City Hall

7. Interlocal Agreement GCA-6406 with Washington State Department of Transportation for Traffic Control Services During SR 529 / Ebey Slough Bridge Replacement Project.
8. Amendment to Public Works Trust Fund Loan Agreement (PR08-951-056) to Extend the Project Completion Date.
9. An **Ordinance** of the City of Marysville, Washington Amending Marysville Municipal Code 2.24.030 Relating to Appointment and Qualifications of Municipal Judge and Authorizing Additional Judicial Positions.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

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

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Oaths of Office - Joby Johnson, Brian Lutschg, Wendy Wade	Presented
Employee Services Awards - Worth Norton and Councilmember John Soriano	Presented
Employee of the Month - John Tatum	Presented
Approval of Minutes	
Approval of December 14, 2009 City Council Meeting Minutes.	Approved
Approval of January 4, 2010 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of December 30, 2009 Claims in the Amount of \$179,792.83; Paid by Check No.'s 60183 through 60279 with no Check No.'s Voided.	Approved
Approval of December 31, 2009 Claims in the Amount of \$180,568.27; Paid by Check No.'s 60288 through 60381 with No Check No.'s Voided.	Approved
Approval of January 6, 2010 Claims in the Amount of \$660,796.98; Paid by Check No.'s 60280 through 60287 with No Check No.'s Voided.	Approved
Approval of January 5, 2010 Payroll in the Amount of \$1,318,102.45; Paid by Check No.'s 22208 through 22257.	Approved
Authorize the Mayor to Sign the Agreement for Services with Allied Employers commencing January 1, 2010 and ending on December 31, 2010.	Approved
Authorize the Mayor to Sign the Retainage Escrow Agreement with SRV Construction, Inc. for the Ingraham Boulevard Extension Project #R0502.	Approved
Approval of December 31, 2009 Claims in the Amount of \$534,239.86; Paid by Check No.'s 60382 through 60522 with No Check No.'s Voided.	Approved
Approval of January 13, 2010 Claims in the Amount of \$637,611.94; Paid by Check No.'s 60523 through 60572 with Check No. 60286 Voided.	Approved
Authorize the Mayor to sign the Amended Final Plat of Meadows at Two Cedars Phase 2.	Approved
Approval of the January 20, 2010 Payroll in the Amount of \$771,665.44; Paid by Check No.'s 22258 through 22300.	Approved
Approval of the January 20, 2010 Claims in the Amount of \$551,697.37; Paid by Check No.'s 60573 through 60660 with No Check No.'s Voided.	Approved
Public Hearings	
Proposed Utility Rate Cost of Service Adjustment.	Held
Review Bids	
New Business	
An Ordinance of the City of Marysville, Washington, Adopting and Revising Stormwater Management Regulations Pursuant to the Western Washington Phase II Municipal Stormwater Permit Issued to the City by the Washington State Department of Ecology and Amending Chapters 4.02, 14.03, 14.05, 14.09, 14.15, 14.16, 14.17, 14.18, and 19.22, of the Marysville Municipal Code.	Approved Ord. No. 2816

An Ordinance of the City of Marysville, Washington Restructuring Water, Sewer, and Surface Water Utility Rates, Amending Sections 14.07.010, 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.	Approved Ord. No. 2815
A Resolution of the City of Marysville Encouraging the Citizens of Marysville to Vote in Support of Marysville School District Propositions No. 1 & 2 on the Election Ballot on February 9, 2010.	No Action
A Resolution of the City of Marysville Encouraging the Citizens of Marysville to Vote in support of Marysville School District Propositions No. 1 & 2 on the Election Ballot on February 9, 2010.	Approved Res. No. 2279
Legal	
Mayor's Business	
authorize the Mayor to appoint Ron Foss to the Salary Commission.	Approved
Staff Business	
Call on Councilmembers	
Executive Session	10:12 p.m.
Litigation - one matter concerning potential litigation	
Real Estate - one matter concerning the sale of real property, one matter concerning the lease of real property	
Authorize the Mayor to sign the Real Estate Purchase and Sale contract with Valley Grove LLC for Real Property at 601 Delta Ave as discussed in executive session.	Approved
Authorize the Mayor to sign the Final State Grant Agreement with the Department of Commerce subject to City Attorney review and approval as discussed in executive session.	Approved
Authorize the Mayor to sign the Joint Defense Agreement and Potential Conflict of Interest Waiver for the Verizon DSL Claim as discussed in executive session	Approved
Adjournment	10:26 p.m.

COUNCIL MINUTES

Regular Meeting

January 25, 2010

Call to Order / Pledge of Allegiance

Mayor Kendall called the January 25, 2010 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor Jeff Barnes from the Turning Point Church. 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, Councilmember Lee Phillips and Councilmember Donna Wright

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

Committee Reports

Carmen Rasmussen gave a report of the Marysville Park Advisory Board which met on January 13. The following items were discussed:

- There was an impressive presentation by a prospective Eagle Scout working on a project to help create a disc golf course at Strawberry Fields. The Park Board gave him the approval to research the possibility of providing a disc golf course for the city.
- The Board also discussed the Qwuloolt trail.
- The Park Board voted to approve a gateway sign at Comeford Park. The sign is being provided through a short plat that is being proposed.
- Jim Ballew gave a presentation about the possibility of looking into a parks foundation as a way of accepting funds that are only available to a 501C3.
- The Parks Department and City will be hosting community meetings in the coming months where one of the topics will be uses and care of the Nature's Window property.
- Graffiti data is being kept to separate incidents in the annexation area. Parks maintenance staff are getting on top of graffiti in that area.
- The Father Daughter Dance is extremely popular.

- Staff has contracts with other cities to provide Movies in the Park for them as well. There are enough contracts that is comes close to paying all the expenses for Marysville's Movies in the Park program.
- There was discussion on renaming the park in Whisky Ridge neighborhood to Tim Brenton Park.
- Possibility of closing the skate park during extremely inclement weather.

Marysville Library Board which met Thursday, January 14 and discussed the following:

- The library continues to be extremely busy. In December there were 26% more visitors in 2009 over 2008.
- The hotel-motel money was used to provide arts brochures that are being placed in hotels.
- The library board held elections for their upcoming positions.
- There was a presentation on methods of researching genealogy using databases that are available at the library.
- The library received a grant called the Hard Times Grant which will allow laptops available for checkout in the library.

Jeff Seibert reported on the January 20 Finance Committee meeting where the following items were discussed:

- The sales tax process.
- Comcast is still in negotiations over the rebate for I-Net.
- Utility billing rates study.
- Information service is working on report writing for the police software upgrade.
- A new IT position is being discussed.

Jeff Seibert reported on the January 13 Snohomish County Solid Waste Advisory Committee. Some of the items discussed were:

- The Comprehensive Planning Process Project Stewardship, which is the Take-it-back program for e-waste. They did an overview of current and proposed projects being managed.
- He distributed handouts regarding secure medicine return. There is a bill going through the House on this issue.
- A map was distributed showing where the E-cycle programs for electronic waste were.

Presentations

A. Oaths of Office

Chief Smith recognized **Joby Johnson and Brian Lutschg** for their promotion to Sergeant and Mayor Kendall presented them with their oath of offices. Chief Smith recognized **Wendy Wade** for the promotion to Lieutenant and Mayor Kendall presented her with an oath of office.

B. Employee Services Awards

Sandy Langdon presented **Worth Norton, IS Manager** with his 5-year service award.

Mayor Kendall presented **Councilmember John Soriano** with his 10-year service award.

C. Employee of the Month

Mayor Kendall presented **John Tatum with Employee of the Month.**

Audience Participation - None

Approval of Minutes

1. Approval of December 14, 2009 City Council Meeting Minutes.

Councilmember Seibert noted that on page 16 under his comments, the second bullet point should say **electrical code review**.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughn, to approve the December 14, 2009 minutes as corrected. **Motion** passed unanimously (7-0).

2. Approval of January 4, 2010 City Council Work Session Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Nehring, to approve the January 4, 2010 minutes as presented. **Motion** passed unanimously (7-0).

Consent

3. Approval of December 30, 2009 Claims in the Amount of \$179,792.83; Paid by Check No.'s 60183 through 60279 with no Check No.'s Voided.
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15. Approval of January 13, 2010 Claims in the Amount of \$637,611.94; Paid by Check No.'s 60523 through 60572 with Check No. 60286 Voided.
16. Authorize the Mayor to sign the Amended Final Plat of Meadows at Two Cedars Phase 2.
17. Approval of the January 20, 2010 Payroll in the Amount of \$771,665.44; Paid by Check No.'s 22258 through 22300.

19. Approval of the January 20, 2010 Claims in the Amount of \$551,697.37; Paid by Check No.'s 60573 through 60660 with No Check No.'s Voided.

Motion made by Councilmember Nehring, seconded by Councilmember Soriano, to approve Consent Agenda items 3, 4, 5, 6, 8, 9, 14, 15, 16, 17 and 19. **Motion** passed unanimously (7-0).

Public Hearings

7. Proposed Utility Rate Cost of Service Adjustment.

Presentation:

Director Nielsen introduced the item and the consultants. He pointed out to the Council that the revenues would be the same, but how they allocate the cost of providing the services would change. Conservation was looked at as a primary issue within the study so lower users would get a little break. Ashley Emery with Peninsula Financial Consulting presented a very detailed PowerPoint presentation on the proposed utility rate cost of service restructure.

Councilmember Nehring referred to page 15 where it shows the tiers. He asked if everyone is at .98 for the first 0-6 gallons. Mr. Emery said it would be the same for residential, multifamily and commercial. Councilmember Nehring asked about the methodology for coming up with the tiered increases. Director Nielsen reviewed this. There was discussion about how conservation can impact rates. Councilmember Nehring asked if it might be even fairer to go with smaller tiers as opposed to the dramatic increases. Mr. Emery discussed the difficulty in determining the tier arrangement. Director Nielsen added that they were looking at seniors and some other classes for that 0-6 tier.

Councilmember Seibert suggested that the infrastructure is built for a peak demand and the cost of that infrastructure is based on the 7-20 thousand class. Director Nielsen and Mr. Emery agreed that the top two tiers are the drivers of the peak demand.

Mr. Emery continued to review the water, sewer and storm cost of service study results.

Councilmember Seibert stated that at the Public Works Committee meeting he had requested information from Lake Stevens on how Marysville compares to its neighbors. Mr. Emery said he did not have the water or the storm rates from Lake Stevens, but the sewer rates are \$60 per month right now. Councilmember Seibert commented that they are almost double what we are.

Public Hearing:

Mayor Kendall opened the Public Hearing at 8:43 p.m.

Mary Swenson discussed a memo from Chamber President Caldie Rogers. Mayor Kendall reflected for the record that the letters from Caldie Rogers and from Georgia Ann Spiger were handed out to Council and had been admitted. Mr. Emery addressed the issues in the letter.

Councilmember Seibert discussed factors related to conservation. He noted that even though people may conserve more the city is always adding more customers so the usage and the amount of water they process and sell goes up.

Councilmember Rasmussen thanked Mr. Emery for the very clear presentation. She discussed her anxiety with the changes and requested that ample information be provided to the residents so they are aware of the changes and how they will be affected. She recommended highlighting the number of gallons being used on the bill. She also recommended alerting people that conservation now could mean more money in their pocket. She expressed concern that the increased cost might discourage people from adding residential fire sprinkler systems. Sandy Langdon replied that fire lines are addressed Private Fire Protection Rates in section 5. Councilmember Rasmussen did not feel this was sufficient.

Public Comments:

Mayor Kendall solicited public comments. There were none.

City Attorney Grant Weed commented that it should be noted that the two items were admitted for the record. There was also a very thorough and lengthy presentation by Mr. Emery with several comments which should be recognized as part of the public record for this hearing.

The public hearing was closed at 9:03 p.m.

Council Deliberation:

Councilmember Nehring thanked everyone for their work on this. He asked if there is any advantage to going to monthly billing as opposed to bi-monthly billing. Finance Director Langdon replied that there would be some savings, but there are also extra costs associated with monthly. Mr. Emery commented that monthly billing would more effective from the standpoint of being more pinpointed, targeted rates. Councilmember Nehring pointed out that even with the increase we are still one of the lowest priced utilities in the area. However due to the tough economic climate he wondered if there would be a way to step in these increases. Director Nielsen said he looked into this. If Council was interested in this he would recommend a two-tiered step this year. Mr. Emery pointed out that, for residential, this is a good time to implement while water usage is low. Commercial might make more sense, but he emphasized that this is a revenue-neutral proposal and is just paying the bills.

Councilmember Seibert commented that a very rough estimate for the average user looks like a total increase of about \$14.68 for two months. He referred to the tough economic times and expressed support for stepping in the increase half or more than half now and then the rest next year. Ashley Emery commented that these are not linear increases so a step increase would be very complicated. Finance Director Langdon commented that if they go to a tiered system she wants to be clear that they still include the 2% annual increase. Kevin Nielsen said that if Council wanted to step this in he would recommend implementing sewer now and then implementing the water the following year with the rate structure. Councilmember Seibert commented that he was mostly concerned about stepping in the increase for residential customers.

Councilmember Wright asked about the extra costs associated with implementing the changes they are discussing. Finance Director Langdon spoke in support of implementing water this year and sewer next year.

Councilmember Soriano referred to the table on page 32 regarding Commercial Volume Rates. He commented that it looks like it is linear based on strength of discharges. He asked if this tends to attract or detract light industrial, commercial or manufacturing-type businesses. Mr.

Emery said that the bio-solids component of this rate is linear, but the flow rate stays the same regardless of the strength classification. He added that the City of Marysville is very attractive to commercial entities because of its fantastic rates.

Councilmember Rasmussen said she believes businesses in this community are suffering as much or more than individuals. She said if they were going to delay one versus the other she would choose to delay sewer as that would be more of a negative impact to businesses. Director Nielsen, Finance Director Langdon and CAO Swenson concurred with this. They recommended implementing the water and delaying the sewer if they were only going to do one at this time. Councilmember Seibert asked about options for implanting the sewer at a lower percentage rate. Director Nielsen thought this would work out well. Councilmember Rasmussen said she would prefer to have no impact to business, but she understands it may not be realistic. Kevin Nielsen replied that staff could work with whatever Council approves. Mary Swenson felt that doing a 4% on the sewer would address some of the concerns that the Chamber had. Councilmember Seibert spoke in favor of adopting the water modifications through the tiered system and taking 4% on the sewer increase. Councilmember Rasmussen asked about the urgency of the projects that they would have to put off if they decide to step in the changes. Director Nielsen reviewed this.

New Business

11. An **Ordinance** of the City of Marysville, Washington Restructuring Water, Sewer, and Surface Water Utility Rates, Amending Sections 14.07.010, 14.07.060, 14.07.070, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve Ordinance No. 2815 with the amendment that the sewer is stepped in at 4% effective 1/1/10 and 4.6% in 1/1/11 as discussed, with water and stormwater implemented in full as proposed as of 1/1/10, and to direct staff to make those changes, for the Mayor to sign it, and for the Ordinance to be published. **Motion** passed (5-2) with Councilmembers Rasmussen and Phillips voting against the motion.

10. An **Ordinance** of the City of Marysville, Washington, Adopting and Revising Stormwater Management Regulations Pursuant to the Western Washington Phase II Municipal Stormwater Permit Issued to the City by the Washington State Department of Ecology and Amending Chapters 4.02, 14.03, 14.05, 14.09, 14.15, 14.16, 14.17, 14.18, and 19.22, of the Marysville Municipal Code.

Motion made by Councilmember Nehring, seconded by Councilmember Seibert, to approve Ordinance No. 2816. **Motion** passed unanimously (7-0).

13. A **Resolution** of the City of Marysville Encouraging the Citizens of Marysville to Vote in Support of Marysville School District Propositions No. 1 & 2 on the Election Ballot on February 9, 2010.

Motion made by Councilmember Wright, seconded by Councilmember Rasmussen to adopt the Resolution.

Councilmember Rasmussen commented that traditionally they would not pass a resolution of this sort if the vote was not unanimous. Councilmember Phillips stated that he would not support the resolution because he did not feel they should be telling people how to vote. Seeing that the

vote would not be unanimous Councilmembers Wright and Rasmussen withdrew their motion and second.

No action was taken on item #13.

13a. A **Resolution** of the City of Marysville Encouraging the Citizens of Marysville to Vote on Marysville School District Propositions No. 1 & 2 on the Election Ballot on February 9, 2010.

The Ballot Title Reads Substantially as Follows:

**MARYSVILLE SCHOOL DISTRICT No. 25
PROPOSITION NO. 1**

GENERAL OBLIGATION BONDS - \$78,000,000

The Board of Directors of Marysville School District No. 25 adopted Resolution No. 2010-3 concerning this proposition for bonds. The proposition would authorize the District to replace and equip two elementary schools and a middle school; acquire new and renovate existing technology facilities; and other capital improvements; to issue \$78,000,000 of general obligation bonds maturing within a maximum of 20 years; and collect excess property taxes annually to repay the bonds, as provided in this Resolution. Should this proposition be:

APPROVED?.....
REJECTED?.....

**MARYSVILLE SCHOOL DISTRICT No. 25
PROPOSITION NO. 2**

REPLACEMENT SCHOOL SUPPORT LEVY

The Board of Directors of Marysville School District No. 25 adopted Resolution No. 2010-4 concerning educational funding. This proposition would authorize the District to levy the following excess taxes on all taxable properties within the District. This proposition replaces an expiring levy and will be used for education support and operations:

Collection Years	Estimated Levy Rates/\$1,000 Assessed Value	Levy Amount
2011	\$3.15	\$21,225,000
2012	\$3.15	\$22,286,000
2013	\$3.15	\$23,400,000
2014	\$3.15	\$24,574,000

Should this proposition be approved?

YES.....
NO.....

Mayor Kendall solicited public comment on this matter. There were no comments.

Motion made by Councilmember Phillips, seconded by Councilmember Vaughan, to approve Resolution No. 2279 of the City of Marysville Encouraging the Citizens of Marysville to Vote on Marysville School District Propositions No. 1 & 2 on the Election Ballot on February 9, 2010.

Motion passed unanimously (7-0).

Legal

Mayor's Business

18. Salary Commission Appointment; Ron Foss.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to authorize the Mayor to appoint Ron Foss to the Salary Commission. **Motion** passed unanimously (7-0).

Other Mayor's Business:

- Mayor Kendall will be going to Olympia this week with Councilmember Soriano, Councilmember Nehring, Councilmember Wright, CAO Swenson and Director Hirashima to the AWC Legislative Conference.
- The groundbreaking last week was great. Thanks to all who came out to that and to parks and public works for helping to put on the event.

Staff Business

Jim Ballew:

- He reviewed action related to the legislative move on the opt-in for license fees.
- Staff has done a great job cleaning up graffiti in the new annexation area. They have covered up 23 large fence panels of graffiti.
- Silvertips event is this Friday night.
- Registration for spring soccer is open.
- The first Father-Daughter Dance sold out. The second one has less than 100 tickets left.

Rick Smith had no comments.

Kevin Nielsen thanked the Council for action on the rate study.

Gloria Hirashima had no comments.

Sandy Langdon:

- The auditors are ready to audit again. This will be scheduled for the April/May time period.
- She and Doug Buell had a conference call today with Stan Finley from Comcast regarding the I-Net fee and the decrease from \$1.00 to \$.75. She explained how the credits would be handled.

Grant Weed stated the need for an Executive Session to discuss three matters, one matter concerning the sale of real property, one matter concerning the lease of real property and one potential litigation matter, which should last 15 minutes with action expected.

Mary Swenson:

- She commended Chief Smith on the promotions.
- She congratulated Director Nielsen, Finance Director Langdon and their staff on the rates.

Call on Councilmembers

Jeff Vaughan updated Council on their discussion with the Tulalip Tribal Council and staff members regarding the 116th Street railroad bridge graffiti. They are open to suggestions, but wanted to discuss it more. Marysville's Graffiti Task Force will be meeting with the Tribes' Graffiti Task Force to discuss this. Councilmember Seibert said it would really be helpful if someone is able to paint the ends when they start tagging again to stop it from spreading. Councilmember Vaughan said they would be discussing this with DOT as well as blocking access. Jim Ballew commented that the billboard got tagged this week at the 116th Street produce stand. This shows the risks kids are willing to take to do this. Councilmember Seibert emphasized that they need to have access in case it gets tagged again.

Donna Wright thanked staff for the work product on this study for the utilities.

Jon Nehring:

- He congratulated Chief Smith on the restructuring and the morale at the police department.
- He thanked everyone involved in the rate study.

Carmen Rasmussen:

- Thanks to the parks staff for painting over the graffiti outside the high school.
- She asked about allowing public comment on items on the consent agenda. Councilmember Seibert explained how this has been happened in the past.

Lee Phillips commended staff on the groundbreaking and Chief Smith on the promotions.

John Soriano commended Director Nielsen on the rate study. He also thanked the consultants for their input.

Jeff Seibert congratulated those who got promotions tonight. He was impressed with the acknowledgment the City received from the navy regarding Ingraham Blvd.

Recess

Mayor Kendall recessed the meeting at 10:04 p.m. for a short break before reconvening into Executive Session expected to last 15 minutes to discuss three matters, one matter concerning the sale of real property, one matter concerning the lease of real property and one potential litigation matter, with action expected.

Executive Session - started at 10:12 p.m.

- A. Litigation - one matter concerning potential litigation pursuant to RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate - one matter concerning the sale of real property, one matter concerning the lease of real property pursuant to RCW 42.30.110(1)(b)

Mayor Kendall called the meeting back to order at 10:27 p.m.

Motion made by Councilmember Seibert, seconded by Councilmember Nehring to authorize the Mayor to sign the Real Estate Purchase and Sale contract with Valley Grove LLC for Real Property at 601 Delta Ave as discussed in executive session. **Motion** passed unanimously (7-0).

Motion made by Councilmember Seibert, seconded by Councilmember Phillips to authorize the Mayor to sign the Final State Grant Agreement with the Department of Commerce subject to City Attorney review and approval as discussed in executive session. **Motion** passed unanimously (7-0).

Motion made by Councilmember Phillips, seconded by Councilmember Soriano to authorize the Mayor to sign the Joint Defense Agreement and Potential Conflict of Interest Waiver for the Verizon DSL Claim as discussed in executive session. **Motion** passed unanimously (7-0).

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 10:28 p.m.

Approved this _____ day of _____, 2010.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

COUNCIL



MINUTES

Work Session
February 1, 2010

Call to Order / Invocation / Pledge of Allegiance

Mayor Dennis Kendall called the February 10, 2010 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Dennis Kendall

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

Absent: None

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

Committee Reports

None

Presentations

A. Marysville Kids Matter—Developmental Assets

Greg Erickson, Athletic Director for Marysville School District, and Lynn Lewis, United Way, gave a PowerPoint presentation regarding the 40 Developmental Assets

(distributed at the meeting) which goes along with the Resolution that the Council will be considering next week.

Councilmember Nehring asked for information about communities that do this really well. Mr. Erickson replied that the Silverdale/Poulsbo area has made a strong attempt at this.

Carmen Rasmussen discussed ways that this can be implemented and encouraged everyone to do their part.

Discussion Items

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

1. Approval of January 11, 2010 City Council Meeting Minutes.
2. Approval of January 19, 2010 City Council Work Session Minutes.

Consent

3. Approval of January 27, 2010 Claims.
4. Approval of February 3, 2010 Claims.

Review Bids

Public Hearings

New Business

5. Acceptance of the Sunnyside Well 1R Drilling and Development Project, Starting the 45-Day Lien Filing Period for Project Closeout.

Mayor Kendall introduced this item. There were no questions or comments.

6. Declaration of Covenant, Sunnyside Well 1R Sanitary Protection Zone.

Director Nielsen briefly explained this item. There were no questions.

7. Purchase of a Tractor and Boom / Hitch Mounted Flail Mower from BRIM Tractor Company in the Amount of \$123,160.61, per Washington State Bid Contract.

Mayor Kendall introduced this item. Director Nielsen explained that this would be used in the annexation area for numerous projects. There were no questions.

8. A Resolution of the Marysville City Council Supporting the Marysville Kids Matter (MKM) Initiative and 40 Developmental Assets.

Mayor Kendall explained that there were two versions of the Resolution; one just has the Mayor's signature and one has all of the council members' signatures. Mayor Kendall recommended having the entire Council sign it.

9. A Resolution of the City of Marysville Affirming the Recommendation of the Hearing Examiner and Granting a Conditional Shoreline Substantial Development Permit to Allow the Replacement of the SR 529 Bridge with a 4-Lane Fixed Span Bridge that Includes Sidewalks, Separate Bicycle Lanes, Signing, Illumination, Stormwater Treatment, Retaining Walls, Wetland and Buffer Mitigation.

Director Hirashima briefly reviewed this item.

Councilmember Seibert requested copies of documents referred to within the document as Sheets 2, 3, and 4, on page 9 of 30.

Councilmember Vaughan asked if the trail is going up and over the bridge or under it. Director Hirashima explained reasons why they had decided to go up to 1st Street and across at a signal.

Legal

Mayor's Business

Mayor Kendall said he had a great time at the hockey game on Friday night. Thanks to staff for putting it together. Councilmember Seibert commented that the attendance was the highest it's been all year.

Staff Business

Director Nielsen would like to cancel the February meeting and move to the first Friday in March. There was consensus that this would be okay.

Gloria Hirashima stated that the Sign Code open house will be held this Wednesday. Councilmember Seibert asked for an update on the van tour of the walking loop. Jim Ballew informed him that it would be on Thursday, February 18 at 3:30 p.m.

Jim Ballew:

- Healthy Committees Leadership meeting will be held on February 11.
- Regarding the Assets, this has changed the way their department operates. He explained how it has changed his and his staff's perception of youth. He applauded the Council for listening to the presentation and supporting this issue.
- He also had a great time at the Silvertips game.

Chief Smith:

- Spoke in support of what the city is doing with regard to youth.
- The police department will soon have a night lieutenant.
- Wendy Wade will be going to the professional standards unit soon. Darin Rasmussen will be going out to patrol. Larry Buell is going into the training and background unit.

Doug Buell:

- Commended the way the Mayor interacts with kids. He reviewed several examples of this.
- There will be a ribbon-cutting on Saturday, February 6 at the Dollar Tree store at Safeway Plaza.

Sandy Langdon expressed support of the Assets.

Grant Weed:

- The City received six responses for the RFP for public defender services. A committee will be doing interviews on Wednesday morning and a final selection will be brought back to Council for approval of a contract.
- He expressed the need for an Executive Session regarding potential litigation expected to last 10 minutes with no action.

Mary Swenson commented that they had a very successful trip to Olympia. They were able to spend 30 minutes with Senator Haugen and they are hoping that something beneficial comes out of this. Lobbyists are continuing to work on this.

Call on Councilmembers

Carmen Rasmussen:

- Thanked the Council for listening to the presentation on the 40 assets. She explained ways that the group is working to spread this throughout the community.
- She commended the Mayor for his State of the City address at the Chamber.
- She encouraged the City to be careful about what they do with the Sign Code and how they impact businesses in this difficult time.

Jeff Vaughan:

- He received a complaint about the sewer gas smell at Quilceda.
- He is grateful to know about the 40 Developmental Assets.

Jon Nehring:

- Craig Wells, from the Laundromat, contacted him with concerns about the utility rates. This has affected him dramatically. An idea Mr. Wells had was to mail out a notice with the utility bills that there was going to be a public hearing. He thought that more people would have known about it and showed up. Mary said

they would be going through individual business owners to see explain the process and see if there is anything that they can do.

- Thanks to Mary and the Mayor for putting together the meeting in Olympia.
- He congratulated the Mayor on the State of the City.

Donna Wright:

- She also appreciated the trip to Olympia.
- She enjoyed the presentation tonight about the 40 assets.

Lee Phillips thanked Councilmember Rasmussen for arranging the presentation. He looks forward to supporting this.

John Soriano concurred that the trip to Olympia was very productive and positive.

Jeff Seibert:

- Thanked Carmen for arranging the presentation.
- He brought up an email from someone who had concerns about limits on the number of fireworks stands allowed. Staff indicated they would review the situation.
- He asked about the date of the retreat. Mary Swenson explained it would be March 13

Council recessed at 7:58 p.m. before reconvening in Executive Session at 8:07 p.m. to discuss one potential litigation item, expected to last 10 minutes with no action taken.

Executive Session

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

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 8:17 p.m.

Approved this _____ day of _____, 2010.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 22, 2010

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **February 10, 2010** claims in the amount of **\$292,644.07** paid by **Check No.'s 60967 through 61068** with no Check No. voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-2

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$292,644.07 PAID BY CHECK NO.'S 60967 THROUGH 61068 WITH NO CHECK NUMBER VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Jandy Gungor

AUDITING OFFICER

2/13/10

DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **10th DAY OF FEBRUARY 2010.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 02/04/2010 TO 02/10/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
60967	ACLARA RF SYSTEMS INC	RELEASE OF RETAINAGE FOR PROJ.	401.223400.	19,266.05
	ACLARA RF SYSTEMS INC		402.223400.	4,194.45
60968	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING HOURS @ KBSCC	00105250.541000.	50.00
	ADVANTAGE BUILDING SERVICES	FINAL CLEANING FOR RESTAURANT	42047061.549100.	350.00
60969	AM TEST INC	TOTAL ORGANIC CARBON	40140780.541000.	20.00
60970	AMERICAN CLEANERS	DRY CLEANING SERVICE	00103010.526000.	36.16
	AMERICAN CLEANERS		00103121.526000.	179.43
	AMERICAN CLEANERS		00103222.526000.	81.35
	AMERICAN CLEANERS		00103960.526000.	17.37
	AMERICAN CLEANERS		00104190.526000.	85.77
60971	APOSTOLIC CHURCH, LADIES DEPT	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
60972	BILLS BLUEPRINT INC	COPYING CHARGES FOR ANNEXATIO	00102020.549000.A0701	16.29
60973	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM- LUTSCHG, B	00103222.526000.	630.86
60974	BRIM TRACTOR COMPANY, INC.	KNIVES, D-RINGS & OVA HANGERS	10110770.548000.	58.52
60975	JOHN BUELL	MEAL REIMBURSEMENT PER CONTRA	40143410.549000.	8.11
60976	BUSINESS TELECOM PRODUCTS	EARTIPS	00100050.531000.	11.89
60977	CALM RIVER DEMOGRAPHICS	ANNEXATION CENSUS SERVICE	00102020.541000.A0704	49,108.00
60978	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	100.00
	IRATXE CARDWELL		00102515.549000.	100.00
60979	CARR'S ACE HARDWARE	PAPER TOWELS, VEG. CONTROL, TA	10111864.531000.	125.25
	CARR'S ACE HARDWARE	ALLEN WRENCH	40142480.531000.	5.20
	CARR'S ACE HARDWARE	TUBING	40142480.531000.	71.68
60980	CASS, MICHAEL & MA CRISELDA	UB 331432000001 4505 151ST PL	401.122110.	11.65
60981	CDW GOVERNMENT INC	SYSTEMATEC MAINTENANCE AGREEM	50300090.541000.	2,758.44
	CDW GOVERNMENT INC	SIP TO ANALOG PHONE ADAPTERS	50350390.535000.RPLC	111.59
60982	CLARK OFFICE PRODUCTS	WARRANTS	00100050.531000.	876.94
60983	CNR, INC	MAINTENANCE CONTRACT 2/2010	50300090.541000.	1,355.79
60984	JOHN COE	REFUND- VALENTINE DANCE	00110347.376009.	15.00
60985	CO-OP SUPPLY	TARP FOR SNACK BAR CONSTRUCTIO	42047061.549100.	62.26
60986	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,649.12
60987	CRUPI, JOSEPH	UB 880020000003 4824 73RD PL N	401.122110.	15.22
60988	DATA QUEST	PRE-EMPLOYMENT CHECKS	00103010.541000.	24.00
60989	DEAN, KEVIN	UB 041990000005 6602 95TH ST N	401.122110.	146.12
60990	DELTA PROPERTY MANAGEMENT	UB 800005150006 6017 57TH DR N	401.122110.	80.30
60991	DICKS TOWING INC	TOWING EXPENSE MP 10-0371	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE MP 10-0537	00103222.541000.	43.44
60992	DEBORAH C DIMITRE	ENTERTAINMENT @ KBSCC	00105250.531050.	125.00
60993	DUNN LUMBER	PEG BOARD FOR PARKS MAINT REMO	00105380.531000.A1002	231.58
60994	E&E LUMBER INC	HOOKS, GATE SPRING	00100010.531000.	8.16
	E&E LUMBER INC	SPRAY PAINT	00101250.531000.	15.18
	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	7.58
	E&E LUMBER INC	LUMBER	00103530.531000.	13.06
	E&E LUMBER INC	PUTTY KNIFE - SHOP REMODEL	00105380.531000.A1002	5.09
	E&E LUMBER INC	SCRUB BRUSH	00105380.531000.	7.05
	E&E LUMBER INC	SCREEN, SPONGE, SANDER, EXTERI	00105380.531000.A1002	20.58
	E&E LUMBER INC	BIT, SAW, DRYWALL LIFTER	00105380.531000.A1002	43.95
	E&E LUMBER INC	JOINT COMPOUND, MIXER, KNIFE,	00105380.531000.A1002	62.20
	E&E LUMBER INC	WHITWOOD, LUMBER, NUTSETTER	00105380.531000.A1002	82.83
	E&E LUMBER INC	FASTENERS, LUMBER, CONCRETE	00105380.531000.A1002	211.62
	E&E LUMBER INC	PAINT	00105380.531000.A1002	304.06
	E&E LUMBER INC	DOORS - SHOP REMODEL	00105380.531000.A1002	456.12
	E&E LUMBER INC	HOOKS, GATE SPRING	40143780.531000.	10.06

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
60995	ERICHSEN, DARREL	UB 230670000000 4816 122ND PL	401.122110.	12.38
60996	FABER BROTHERS CONSTRUCTION	PAY ESTIMATE #1	30500030.563000.R0701	24,907.50
60997	FIGUEROA, DOMINGO M	UB 141162500000 11625 44TH DR	401.122110.	112.41
60998	GALVAN, JOSE A	UB 656320000000 6320 107TH PL	401.122110.	11.25
60999	GENERAL CHEMICAL CORP	ALUMINUM SULFATE	40142480.531320.	3,291.74
	GENERAL CHEMICAL CORP		40142480.531320.	3,339.63
	GENERAL CHEMICAL CORP		40142480.531320.	3,353.86
61000	GOBEL, CINDY & MIKEL	UB 935330000001 1822 9TH ST	401.122110.	29.70
61001	GRANDVIEW INC	UB 235232000000 5232 108TH ST	401.122110.	24.14
61002	DAN GROSS	REFUND	00110347.376008.	15.00
61003	HACH COMPANY	CABLE ASSEMBLY FOR TURBIDIMETE	40142480.548000.	30.25
61004	HASLER, INC	POSTAGE MACHINE LEASE	00104190.545000.	219.60
61005	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	66.00
61006	HD FOWLER COMPANY	FLOAT WITH 20' CORD	40142480.548000.	32.82
61007	HOME DEPOT CREDIT SVCS	LIGHTS	00105380.531000.	28.11
61008	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
61009	INFILCO DEGREMONT, INC.	COOLING FANS AND CORDS	40142480.548000.	1,016.21
61010	RADU IVAN	INTERPRETER SERVICES	00102515.549000.	125.00
61011	LANNY KELLY	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00
61012	KIRK, KELLY & KEITH	UB 092256300002 9705 48TH DR N	401.122110.	18.19
61013	LOWES HIW INC	LIGHT FOR CITY HALL	00103530.531000.	52.13
61014	MANGEFESTE, AMY & TONY	UB 212590000004 12316 51ST AVE	401.122130.	136.42
61015	MARSHALL SIGN INC	"NO TRESPASSING" SIGN	00105380.531000.A1002	576.01
61016	MARYSVILLE CLEANERS	CLEANING SERVICES	00105090.531280.	16.29
61017	MARYSVILLE PRINTING	BUSINESS CARDS - JEFFERSON/SNO	00102020.531000.	227.84
	MARYSVILLE PRINTING	STOP WORK NOTICE	00102020.531000.	356.60
61018	MCA	MCA MEMBERSHIP - CHRIS HORNUNG	00100030.549000.	25.00
61019	JUDY MOEN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
61020	KATHY MOEN	REFUND CLASS FEES	00110347.376009.	20.00
61021	SHIRLEY MOORE-JOHNSON		00110347.376009.	45.00
61022	JON NEHRING	MILEAGE REIMBURSEMENT	00100060.543000.	22.17
61023	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	17.86
	NEXTEL COMMUNICATIONS		50350390.542000.	17.86
	NEXTEL COMMUNICATIONS		50350390.542000.	17.86
	NEXTEL COMMUNICATIONS		50350390.542000.	17.86
	NEXTEL COMMUNICATIONS		50350390.542000.	35.72
	NEXTEL COMMUNICATIONS		50350390.542000.	35.72
	NEXTEL COMMUNICATIONS		50350390.542000.	53.58
	NEXTEL COMMUNICATIONS		50350390.542000.	53.58
	NEXTEL COMMUNICATIONS		50350390.542000.	68.88
	NEXTEL COMMUNICATIONS		50350390.542000.	71.44
	NEXTEL COMMUNICATIONS		50350390.542000.	84.76
	NEXTEL COMMUNICATIONS		50350390.542000.	92.62
	NEXTEL COMMUNICATIONS		50350390.542000.	101.19
	NEXTEL COMMUNICATIONS		50350390.542000.	102.84
	NEXTEL COMMUNICATIONS		50350390.542000.	111.19
	NEXTEL COMMUNICATIONS		50350390.542000.	179.73
	NEXTEL COMMUNICATIONS		50350390.542000.	180.26
	NEXTEL COMMUNICATIONS		50350390.542000.	184.99
	NEXTEL COMMUNICATIONS		50350390.542000.	215.19

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 02/04/2010 TO 02/10/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
61023	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	216.47
	NEXTEL COMMUNICATIONS		50350390.542000.	246.32
	NEXTEL COMMUNICATIONS		50350390.542000.	251.38
	NEXTEL COMMUNICATIONS		50350390.542000.	467.26
	NEXTEL COMMUNICATIONS		50350390.542000.	1,561.30
61024	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
61025	KERRY & RACHEL O'BRIEN	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00
61026	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	22.66
	OFFICE DEPOT		00100050.531000.	18.64
	OFFICE DEPOT		00100050.531000.	669.72
	OFFICE DEPOT		00101130.531000.	39.63
	OFFICE DEPOT		00102020.531000.	3.43
	OFFICE DEPOT		00102020.531000.	20.33
	OFFICE DEPOT		00102020.531000.	48.03
	OFFICE DEPOT		00102020.531000.	72.38
	OFFICE DEPOT		00102020.531000.	90.09
	OFFICE DEPOT		00102020.531000.	105.73
	OFFICE DEPOT		00103121.531000.	5.44
	OFFICE DEPOT		00103121.531000.	77.29
	OFFICE DEPOT		00103222.531000.	265.75
	OFFICE DEPOT		40143410.531000.	7.55
	OFFICE DEPOT		50100065.531000.	7.55
	OFFICE DEPOT		50200050.531000.	7.55
61027	PACIFIC NW BUSINESS PRODUCTS INC	TONER CARTRIDGES	00102020.531000.	221.38
	PACIFIC NW BUSINESS PRODUCTS INC		00105380.531000.	333.24
61028	PACIFIC POWER PRODUCTS	RAKE BOLTS	42047165.548000.	52.13
	PACIFIC POWER PRODUCTS	HOUSING	42047165.548000.	103.10
61029	THE PARTS STORE	MIRROR	00105380.548000.	29.24
	THE PARTS STORE	CABLE TIES	501.141100.	18.68
	THE PARTS STORE	AIR FILTER	501.141100.	47.47
	THE PARTS STORE	CABLE TIES, HAND LIGHT, FILTER	501.141100.	125.68
61030	PATRICKS PRINTING INC	BUSINESS CARDS - PROBATION	00100030.531000.	140.87
	PATRICKS PRINTING INC	FINE PENALTY AGREEMENT	00100050.531000.	210.46
	PATRICKS PRINTING INC	NCO FORMS	00100050.531000.	389.57
	PATRICKS PRINTING INC	POSSESS FIREARM FORM	00100050.531000.	648.07
	PATRICKS PRINTING INC	NOTICE OF INFRACTIONS	00100050.531000.	757.41
	PATRICKS PRINTING INC	FINDING AND SENTENCING FORMS	00100050.531000.	880.15
61031	LYNN PEAVEY COMPANY	CURRENCY BAGS	001.231700.	-3.75
	LYNN PEAVEY COMPANY		00104190.531000.	47.25
61032	PETTY CASH- PARKS	PETTY CASH REIMBURSEMENT	00105120.531080.	3.87
	PETTY CASH- PARKS		00105120.531080.	26.02
	PETTY CASH- PARKS		00105120.531080.	29.98
	PETTY CASH- PARKS		00105380.531000.	5.85
	PETTY CASH- PARKS		00105380.531000.	7.36
	PETTY CASH- PARKS		00105380.542000.	4.90
61033	UNITED STATES POSTAL SERVICE	POSTAGE	00104190.542000.	2,000.00
61034	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	820.64
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	2,461.92
61035	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #348-001-954-0	00105380.547000.	33.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #670-001-300-3	10110463.547000.	38.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #283-001-380-7	10110463.547000.	161.74
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #600-001-260-6	10110463.547000.	2,056.09

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
61035	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #690-001-250-8	10110463.547000.	2,921.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #660-001-330-1	10110463.547000.	22,545.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #841-000-252-4	10111864.547000.	585.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #210-094-460-8	40140080.547000.	994.90
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-665-7	40140180.547000.	28.32
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-090-9	40140180.547000.	230.55
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-001-224-0	40140180.547000.	1,838.38
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #683-000-525-9	42047165.547000.	28.82
61036	PUGET SOUND ENERGY	ACCT #753-901-800-7	00100010.547000.	1,078.40
	PUGET SOUND ENERGY	ACCT #835-819-211-3	00101250.547000.	408.25
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	00103530.547000.	437.80
	PUGET SOUND ENERGY	ACCT #616-190-400-5	00105250.547000.	87.82
	PUGET SOUND ENERGY	ACCT #922-456-500-3	40143780.547000.	111.65
	PUGET SOUND ENERGY	ACCT #435-851-700-3	40143780.547000.	811.39
	PUGET SOUND ENERGY	ACCT #433-744-264-6	42047267.547000.	84.58
61037	PUGET SOUND SECURITY	DUPLICATE KEYS	00105380.531000.	21.16
61038	HOWARD RADERMACHER	ENTERTAINMENT @ KBSCC	00105250.531050.	70.00
61039	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105250.541020.	87.50
61040	DIANA ROLDAN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
61041	ROYAL, BARRY & DARLENE	UB 981472752000 14727 43RD AVE	410.122100.	17.04
61042	JOHN RUSDEN	PROTEM SERVICES	00100050.541000.	555.00
61043	SCIENTIFIC SUPPLY & EQUIPMENT INC	PH ELECTRODE POLY GEL COMBO	40142480.531400.	248.97
61044	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	128.00
61045	CRAIG SHANKLE		00105250.541020.	48.00
61046	MICHAEL SIMPSON	GYM RENTAL	00103222.545000.	100.00
61047	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	767.04
61048	SNOPAC	DISPATCH SERVICES	00104000.551000.	61,891.86
61049	SONITROL	MONITORING SERVICES	00100010.541000.	89.00
	SONITROL		00103530.541000.	293.00
	SONITROL		00105250.541000.	126.00
	SONITROL		00105380.541000.	116.00
	SONITROL		40141580.541000.	216.00
	SONITROL		40142480.541000.	216.00
	SONITROL		40143410.541000.	372.00
61050	SOUND SAFETY PRODUCTS CO INC	GLOVES	00103222.531000.	13.91
	SOUND SAFETY PRODUCTS CO INC	SWEATSHIRTS	501.141100.	136.84
	SOUND SAFETY PRODUCTS CO INC	SWEATSHIRTS AND T-SHIRTS	501.141100.	275.74
61051	KELLI SPARKS	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
61052	SPARLING INC	PROFESSIONAL SERVICES	40230594.563000.S0901	1,197.00
61053	JAMES STRICKLAND	SUPPLY REIMBURSEMENT	00103960.531000.	36.11
61054	SUNRISE ENVIRONMENTAL SCIENTIFIC	WIPEOFF, ERASE, TALON - GRAFIT	00105380.531000.	653.41
	SUNRISE ENVIRONMENTAL SCIENTIFIC		00105380.531000.A1002	653.41
61055	TAB NORTHWEST	ALPHA LABELS	00100050.531000.	33.53
61056	TEXTRON FINANCIAL CORPORATION	10 EZ GO GOLF CART LEASE	42047165.545000.	970.00
61057	DEPT OF TRANSPORTATION NW REGION	PROJECT COSTS 12/09	30500030.563000.R0502	95.00
	DEPT OF TRANSPORTATION NW REGION		30500030.563000.R0604	389.07
	DEPT OF TRANSPORTATION NW REGION		30500030.563000.R0904	1,366.91
	DEPT OF TRANSPORTATION NW REGION		40220594.563000.W0804	2,081.07
61058	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	31.95
	UNITED PARCEL SERVICE		00103222.541000.	62.55
61059	UNITED RENTALS	BAR & CHAIN	00105380.548000.	70.80
61060	USA MOBILITY WIRELESS, INC.	PAGER SERVICE-FINAL BILL	00103222.542000.	77.37

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 02/04/2010 TO 02/10/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
61061	FRED VALENTINE	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00
61062	VAN DAM'S ABBEY CARPETS	INSTALLATION OF LAMINATE-RESTA	42047061.549100.	400.73
61063	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	106.44
	VERIZON NORTHWEST	ACCT #POLE BLDG	00103222.542000.	53.23
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	106.44
	VERIZON NORTHWEST	ACCT #107747568401	00104190.542000.	53.23
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	49.57
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	51.87
	VERIZON NORTHWEST	ACCT #10624354707	10111864.547000.	180.45
	VERIZON NORTHWEST	ACCT #64811477782	40141580.547000.	101.54
	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.	53.23
61064	VWR INTERNATIONAL	CONTAINERS	00103222.531000.	25.85
61065	WASHINGTON STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	001.237010.	43,796.96
	WASHINGTON STATE TREASURER		001.237030.	891.00
61066	HEIDI WARD	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
61067	WESTERN FACILITIES SUPPLY INC	SUPPLIES	00103960.531000.	594.32
	WESTERN FACILITIES SUPPLY INC	TRASH BAGS	10111864.531000.	18.73
61068	WHISTLE WORKWEAR	JEANS-KINNEY, STEVEN	10111230.526000.	128.71
WARRANT TOTAL:				<u>292,644.07</u>

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 22, 2010

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the February 5, 2010 payroll in the amount \$1,378,411.17 Check No.'s 22301 through 22353 with check # 22270 voided.

COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 22, 2010

AGENDA ITEM: Amendment to the Contract between Okanogan County and the City of Marysville for the Housing of Inmates in the Okanogan County Jail	AGENDA SECTION:	
PREPARED BY: Lieutenant Darin Rasmussen	APPROVED BY: Chief Richard Smith	
ATTACHMENTS: Amendment #2 Original Agreement	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

The Marysville Police Department currently utilizes the Okanogan County Jail to house some of its inmates who are serving sentences of greater than 30 days. By this amendment Okanogan County increases its rate per inmate per day from \$49.00 to \$51.00 effective January 1, 2010.

The Police Department requests Council approval of this amendment to provide housing for Marysville prisoners. This amendment will provide for the continuation of the existing service through December 31, 2010.

This agenda bill has been approved as to form by the City Attorney's Office.

RECOMMENDED ACTION:

Staff recommends Council authorize the Mayor to sign the amendment to the Agreement between City of Marysville and Okanogan County.

COUNCIL ACTION:



OKANOGAN COUNTY

Board of Commissioners

Andrew Lampe
Commissioner District 1
Don (Bud) Hover
Commissioner District 2
Mary Lou Peterson
Commissioner District 3
Brenda J Crowell
Clerk of the Board

January 13, 2010

City of Marysville
Attn: Lt. Darin Rasmussen
1049 State Avenue
Marysville, WA 98270

Dear Lt. Rasmussen,

Enclosed are two original agreement amendments (#2) between the City of Marysville and Okanogan County for the housing of Marysville inmates. Our authorizing authorities have signed the documents. I am sending the documents to you for full execution. Once the necessary signatures are obtained please send one original back to us at:

Okanogan County Commissioners Office
123 5th Avenue North, Room 150
Okanogan, WA 98840

Should you have any questions, don't hesitate to give us a call at (509) 422-7100. Thank you.

Sincerely,

Lanie Johns
Deputy Clerk of the Board
Okanogan County

**AMENDMENT #2
ORIGINAL AGREEMENT**

Okanogan County, hereinafter called "Contractor", and City of Marysville, hereinafter called "City", agree to amend Agreement, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT: SECTION 5. COMPENSATION - (a) Rates. As provided in the agreement, the rate to house the City inmates for compensation per day per inmate shall increase to the rate of fifty-one dollars (\$51.00) per day effective January 1, 2010.

All other terms and conditions of the original contract shall remain in effect.

Date: 01-12-10

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OKANOGAN COUNTY, WASHINGTON

CITY OF MARYSVILLE



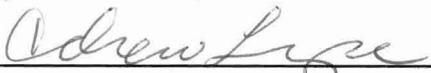
Don Hover, Commissioner

Dennis Kendall, Mayor

ABSENT

Mary Lou Peterson, Vice- Chairman

Tracy Jeffries, City Clerk



Andrew Lampe, Chairman

Grant K. Weed, City Attorney

By: 

Frank Rogers, Sheriff

Approved as to Form:

By: 

Civil Deputy

Attest: 

Brenda Crowell, Clerk of the Board



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 22, 2010

AGENDA ITEM: Authorizing the Mayor to sign an Interlocal Agreement and Supplemental Work Order between the City of Marysville and Snohomish County for regional fiber connectivity and potential future systems and services.	AGENDA SECTION:	
PREPARED BY: Worth Norton, Information Services Manager	APPROVED BY: 	
ATTACHMENTS: Interlocal agreement between the City of Marysville and Snohomish County Supplemental Work Order – Fiber Connectivity		
	MAYOR	CAO
BUDGET CODE: 50300090.531000	AMOUNT: \$900.00 /yr.	

DESCRIPTION:

This Interlocal Agreement provides a mechanism in which supplemental work orders (SWOs) may be entered into between the City of Marysville and Snohomish County for network services. This Interlocal by itself does not set any requirements or liabilities for either the City or County. Only attached SOWs set forth any actual work or responsibilities.

The attached SOW for Fiber Connectivity will provide for a demark location and cross connect at the county; this is generally referred to as the “Meet Me cabinet”. In the Meet Me cabinet all participating agencies will have a presence which will allow for ad-hoc network connections between agencies. Agencies that have committed to a presence in the Meet Me cabinet include State DIS, County DIS, PUD, SNO PAC, SNO COM, County DEM, County Health, and some of the county Fire Districts and Cities.

This Interlocal provides a framework for future Information Services cooperation throughout the County by facilitating a common network structure that any agency may connect to with similar Interlocal and SOW with the County. This new network structure will be required for the successful implementation of the New World public safety software system.

An additional SWO that is being worked on with the County will include connectivity to the State IGN (Inter-Governmental Network). This will allow the City to eliminate its connection to the State and save about \$1,000.00 per month. This will also allow the City to connect to additional state wide government information services resources.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign the attached Interlocal agreement for Smokey Point fiber network

COUNCIL ACTION:

After recording return to

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: Larry Calter

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-3739 / (425) 388-3999

PUBLIC AGENCY: City of Marysville

AGENCY CONTACT PERSON: Worth Norton

ADDRESS: 1049 State Ave

Marysville, WA 98270

TELEPHONE/ FAX: 360-363-8029/ 360-363-8040

PROJECT: Information Technology Services

AMOUNT: NTE \$25,000 for the 5 year life of the contract

FUND SOURCE: City of Marysville

CONTRACT DURATION: Five (5) Years from date of Contract

Execution

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF MARYSVILLE

AND SNOHOMISH COUNTY

CONCERNING PROVISION OF INFORMATION TECHNOLOGY SERVICES

Intergovernmental Services Agreement by and between SCDIS/COM

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF INFORMATION TECHNOLOGY SERVICES (this "Agreement") is made and entered into as of this _____ day of _____, 2009, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services (the "SCDIS"), and the City of Marysville, a Washington municipal corporation (the "COM").

Recitals

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act.

WHEREAS Chapter 2.350.030(5) of the Snohomish County Code (SCC) authorizes SCDIS to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS COM is a "public agency" as that term is defined in SCC 2.350.020(13) and RCW 39.34.020;

WHEREAS, COM requires supplemental information technology services in order to connect to Washington State regional information systems and may, in the future, require specific, yet to be identified information processing systems and services.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SCDIS and the COM agree as follows;

1. Scope of Information Services:
 - a. SCDIS, will provide information technology goods and information processing services to COM according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for COM, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of

such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided under this Agreement are limited to the following:

- A. Assisting in the planning, management, control, operation and use of integrated City, Jurisdictional, Government and County networks, telecommunications, information processing, systems and equipment required by COM; Providing ISP (Internet Service Provider) services.
- B. Administration of yet to be identified centralized support systems and services for COM where they generally promote more efficient management and utilization of such services.
- C. Other functions as may be mutually agreeable;

2. Treatment of Assets. Computer application programs and other software systems furnished to COM by SCDIS are furnished on an "as is" basis with no representations or warranties regarding use or results including any warranties of merchantability or fitness for a particular purpose, unless indicated in an SWO for service.

Title to all property furnished by SCDIS shall remain in SCDIS. Title to all property purchased by the COM for which COM is not reimbursed by SCDIS shall remain in COM. Title to all property purchased by COM for which COM is reimbursed by SCDIS and is used as component of services provided under this Agreement shall pass to and vest in SCDIS upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of SCDIS furnished to the COM shall, unless otherwise provided in this Agreement, or approved by SCDIS, be used only for the performance of this Agreement or SWO. The COM shall be responsible for any loss or damage to SCDIS property that

SCDIS furnishes to the COM.

If SCDIS property is lost, destroyed, or damaged, the COM shall immediately notify the SCDIS and shall take all reasonable steps to protect the property from further damage.

3. Surrender of Property. The COM shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COM all property of COM upon completion, termination, or cancellation of this Agreement.
4. Time of Performance. This Agreement shall become effective upon signature by both parties and recording of the same with the Snohomish County Auditor as required by RCW 39.34.040 and shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice.
5. Compensation: COM may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDIS. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COM will pay SCDIS for services provided hereunder and as set out in SWO's.

Charges for information technology, goods and information processing services under this agreement shall be based on the current published rate or fee schedule of the SCDIS in effect on the date of execution of this agreement, unless the specific quotation described in the SWO provides otherwise. Unless, the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the SCDIS, and shall be effective ninety (90) days after written notice of change is provided to the COM, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COM monthly, or as defined in a SWO, detailing charges for services rendered during the preceding month. Payment is due

Intergovernmental Services Agreement by and between SCDIS/COM

in full upon receipt of the invoice by COM and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to SWO's with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by the COM under the Section 7 of this Agreement are not subject to late payment charges.

6. Obligations of COM are as follows: As to all new COM acquisitions of any information technology equipment, software or systems to be serviced by SCDIS under this agreement, COM shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDIS and shall secure written concurrence for any such procurement from the County Executive or his designee.

Payment to SCDIS of all submitted invoices or advices of charge pursuant to the preceding section.

7. Mutual Covenants: COM will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COM believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of discovery that services are not adequate or invoice is not accurate whichever occurs later. Failure to give written notice within thirty (30) days of discovery that services are not adequate or invoice is not accurate constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party;

This Agreement may only be modified by a written amendment effective upon execution by both COM and SCDIS. SWO's may only be modified by written agreement of the parties.

Both parties understand that SCDIS retains discretion regarding the operation and allocation of the aggregate Information Processing capacity at its disposal, including the capacity covered by this Agreement. SCDIS agrees to allocate sufficient capacity to meet the existing processing requirements of COM.

SCDIS Review/Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDIS may, following review by the SCDIS, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, SCDIS will either accept or reject COM systems and services as listed in the SWO. SCDIS will not bill COM until SCDIS has accepted service and/or system delivery responsibility. COM is not required to pay for services or systems until SCDIS accepts delivery responsibility for those services and/or systems.

8. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this agreement. SCDIS and COM shall keep all records required by this contract in accordance with statutory archival requirements.
9. Indemnification and Hold Harmless: Subject to the liability limitations stated in Section 11 of this Agreement, COM shall hold harmless, indemnify, and defend, at its own expense, SCDIS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of COM's performance of this Agreement, including claims by COM's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of SCDIS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in section 11 of this Agreement, SCDIS shall hold harmless, indemnify, and defend, at its own expense COM, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of SCDIS's performance of this Agreement, including claims by SCDIS employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of COM, its elected and appointed officials,

officers, employees or agents.

Subject to the liability limitations stated in section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by COM and SCDIS, including claims by COM's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COM and SCDIS, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

10. Limitation of Liability: In no event will SCDIS or COM be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of SCDIS or COM under the Intergovernmental Services Agreement or any SWO hereunder, even if SCDIS or COM has been advised of the possibility of such damages.
11. Compliance with Laws: SCDIS and COM shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract. COM will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
12. Non-assignment: SCDIS and COM shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each Party.
13. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
14. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDIS provide a variety of information technology services to COM as needed over a five (5) year term. SWO's will be executed by both parties as necessary and will describe

Approval Recommended:

Larry Calter, Director
Snohomish County Department of Information Services

Approved as to Form Only:

Deputy Prosecuting Attorney

City Attorney

Intergovernmental Services Agreement by and between SCDIS/COM

Supplemental Work Order

Fiber Connectivity between COM and SCDIS

This Supplemental Work Order (SWO) is executed by the Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services (SCDIS) and the City of Marysville, a municipal corporation of the State of Washington (COM) pursuant to the terms and conditions of the Intergovernmental Services Agreement to Provide Information Technology Services signed _____ and filed under Snohomish County Auditor's number _____ (ISA). The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ISA. This SWO sets forth the obligations of the parties with respect to SCDIS's provision of services to COM. This SWO also serves as the Service Level Agreement between COM and SCDIS.

1. Purpose and Scope of Work

Purpose:

SCDIS will provide COM 2 RU space within Snohomish County's data center for the purpose of cross connections to State, County, and other participating agencies.

Scope of Work:

SCDIS will provide single mode fiber cross connect between SCDIS Blackrock demark and COM switching equipment in Meet Me cabinet. SCDIS will mount, provide power, and energize COM's network equipment.

The specific services covered by this SWO includes the "Primary" items listed in **Appendix A – Services Listing** and any item directly "associated" with the primary item after acceptance by **SCDIS** per terms of Section 5 (ACCEPTANCE OF WORK).

2. Term and Termination

The term of this SWO is effective upon the date of execution by both parties for the period of five (5) years unless extended or terminated upon written notification to the other party.

Either party may cancel or terminate this SWO upon ninety (90) day's written notification to the other party. In the event the ISA is terminated, this SWO shall also terminate on the ISA termination date.

3. Liability

Neither party shall be liable to the other for claims, actions or damages, including direct, consequential, special or otherwise, for failure to comply with the terms and conditions of this SWO.

4. Designated Points of Contact and Escalation Points.

SCDIS's designated point of contact for COM to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Help Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

SCDIS Contacts and Escalation Points:

Service Desk	425-388-3378
Client Services Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-7171
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

COM's designated point of contact for SCDIS to send invoices, address issues, and otherwise conduct business shall be:

Contact Information:			
City of Marysville Primary Contact:	Worth Norton		360-363-8029
City of Marysville Secondary Contacts:	Chris Brown		360-363-8036

COM Informational Escalation Points:

1 st Level Escalation	Chris Brown	360-363-8036	425-754-8624
2 nd Level Escalation	Worth Norton	360-363-8029	425-754-3640
3rdLevel Escalation	Sandra Gyurkovics	360-363-8030	425-754-2828

5. Acceptance of Work

SCDIS will invoice COM for this work; and subsequently on a yearly basis for the monthly recurring costs of the Network / Integration services deliverables as specified in Appendix A of this SWO. Payment of invoices will indicate to SCDIS acceptance of work and services performed for COM.

6. Declined Equipment

NO equipment is provided by this SWO. All equipment maintenance is the responsibility of COM.

7. Pricing and Service Fees

The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.

8. Billing and Invoicing

Billing and invoicing will be in accordance with procedures outlined in the ISA. Customer will be billed yearly for services rendered. Customer will be billed in full for services rendered up to and including the date DIS receives Customer's cancellation or change request.

9. Modifications / Changes

This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.

10. Order of Precedence

If there is a conflict between this SWO and the ISA, the conflict will be resolved by giving precedence first to this SWO and then to the ISA.

11. Assignment

This SWO may not be assigned by either party to a third party without the prior written consent of COM or SCDIS.

12. Responsibilities and Service Level Expectations

SCDIS Responsibilities:

1. Provide COM's fiber vendor a termination point for a single pair of single mode fiber.
2. Provide COM 2Us of rack space and UPS power in SCDIS's Data Center for an Ethernet switch.
3. Provide path for fiber or single mode fiber between termination point and COM's equipment.
4. Provide COM access to the SCDIS Data Center during normal business hours (M-F, 8:00 AM – 5:00 PM).
5. Provide emergency access to the SCDIS Data Center.
6. Complete the work authorized under each SWO and described in Appendix A and B.

COM Responsibilities:

1. Provide fiber connectivity between COM and SCDIS data facilities.
2. Provide Ethernet Switching equipment for 2RU rack space within Snohomish County Data Center.
3. Maintenance of Ethernet Switching equipment.

SCDIS takes no ownership when it comes to the repair of COM owned equipment, SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 6:00 AM and 7:00PM Monday through Friday and 7 am to 3pm Saturdays. Access to Network Operations center after hours or on Sundays will result in a three (3) hour charge at \$100.00 per hour. Contact 425.388.3378 for access to the facility.

- a) **Emergency Response:** Network outage, multi-user outage/critical event, City of Marysville is unable to conduct business.

Response Time

2 Hours

The assigned primary response contact will make contact within 1 hour of receiving notification from either the Help Desk or Management. If contact is not made within ½ hour the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.

- b) **Priority Problem Response:** Network is impaired, COM is still able to conduct business; no practical workaround exists.

Response Time

3 Hours

The primary response contact will make contact with the customer. If contact is not made within 2 hours the call receiver will contact the secondary response contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary

- c) **Routine Response:** User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.

Response Time

3 Days (Maximum)

The primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within 3 business days. This category of call includes but is not limited to, training issues, minor operational issues, and minor system inconveniences.

SWO Management

Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

City of MARYSVILLE Chief Technology Officer
Worth Norton
1049 State Avenue,
MARYSVILLE, WA 98270
360-363-8029

Primary SCDIS Contact
JD Braathen, Telecom Network Engineering Supervisor
3000 Rockefeller Ave.
Everett, WA 98201
Ph: (425) 388.7171
Jd.braathen@snoco.org

By their signatures, SCDIS and COM hereby acknowledge and accept the terms and conditions of this SWO.

Approved

City of Marysville

Signature

Print or Type Name

MAYOR

Title *Date*

Approved

**Snohomish County
Department of Information Services.**

Signature

Print or Type Name

DIRECTOR

Title *Date*

Appendix A - COM Services List

SCDIS will provide the following services at the prepaid support rate identified below. Each after hours request has a 3 hours minimum. An additional \$200.00 per incident will be charged for each after hours incident management/access and response in excess to the contracted 12 hours. (Access to Data Center/SCDIS Assistance after hours).

Note: Access during normal business hours will be covered under the Net Equipment Hosting service.

Network Services:

Services	Owner	Function and Identification	Qty	Date of Activation	LOC	Monthly Charge	Annual charge
Net Equipment Hosting 2 Rack Unit Space, first 4 cross connects		Connectivity/Equipment hosting	12	1/1/2009	SCDIS	\$50.00	\$600.00
Recurring Charges:						\$50.00	\$600.00

Optional Support Services:

Services	Owner	Function and Identification	Qty	Date of Activation	LOC	Monthly Charge	Annual charge
Additional Cross Connects		Cross Connects	6	1/1/2009	SCDIS	\$25	\$300.00
							\$300.00

**THIS APPENDIX IS NOT REFERENCED IN THE MSA OR THE SWO!!
SEEMS TO NEED REFERENCE IN THE SWO SECTION 12**

Appendix B - Basic Services

Basic Services include: Co-location of City of Marysville equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment, and consists of 2 rack units.

Hours of Service:

Interactive: Monday through Friday 8:00AM through 5:00PM

Maintenance: Monday-Friday *8:00AM through 5:00PM

***Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

Scheduled Outage for Maintenance: Each Saturday between 7:00 AM and Noon is scheduled for regular maintenance. This is essential to network health. Intermittent outages will occur during this period. If for some reason you will be working during those periods then please contact the Help Desk at 425.388.3378 so that they might advise Network and Systems Engineers of your situation.

A. Net Services Infrastructure

Support Services and Maintenance

SCDIS will provide services on SCDIS owned equipment as needed for standard transport services to include all time and materials necessary to return this service and its associated equipment to working condition upon failure. These devices and transport infrastructure will be owned, operated and configured by Snohomish County SCDIS.

SCDIS will provide Data Center Net Equipment Hosting of COM owned equipment and transports in order to access SCDIS standard Transport Services: It will be incumbent on COM to return this service and its associated equipment to working condition upon failure. These devices, and transports will be owned, operated and configured by COM.

Purchase, Delivery and Installation

COM will purchase, own, prepare and deliver mutually agreed upon Ethernet Switching equipment for placement in the Snohomish County Data Center.

Warranty Repair Assistance

Warranty and Repair of COM electronics is solely the responsibility of COM.

Help-Desk Dispatch and Telephone Support

SCDIS will provide a single-point service to report suspected SCDIS problems which might involve SCDIS owned equipment and transports and to assist with Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.

- Provide telephone support to assist COM in the restoration of SCDIS Contracted Services.

COM agrees to utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with County practices.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both COM and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COM to develop and recommend approaches to meet COM requirements.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 22, 2010

AGENDA ITEM: ILA With Washington State Department of Transportation For Traffic Control Services During SR 529/Ebey Slough Bridge Replacement Project	AGENDA SECTION:	
PREPARED BY: Robert M. Lamoureux, Commander	AGENDA NUMBER:	
ATTACHMENTS: 1. Inter-local Agreement GCA-6406	APPROVED BY: Rick Smith, Chief of Police	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This Inter-local Agreement with the Washington State Department of Transportation provides for the use of uniformed Marysville Police Officers to provide traffic control services during the upcoming SR 529 / Ebey Slough Bridge replacement project.

The agreement will be in effect for the duration of the construction project.

There are no costs to the City as all overtime compensation paid to Officers will be reimbursed by the State of Washington.

Inter-local Agreement GCA-6406 has been reviewed and approved as to form by the City Attorney's Office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign Inter-local Agreement GCA-6406 with the WSDOT for police traffic control services
COUNCIL ACTION:

**City of Marysville Police Assistance
GCA-6406**

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE," and the City of Marysville, 1049 State Avenue, Marysville, WA 98270, acting through its Police Department, hereinafter the "CITY."

WHEREAS, the STATE has a project for road work on SR 529/Ebey Slough Bridge – Replace Bridge, hereinafter the "Project," and

WHEREAS, the STATE, in order to help assure the safety of the traveling public, may request the CITY to provide traffic control assistance within the Project work zone and within the CITY's jurisdiction during the STATE's Project,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The CITY agrees to furnish uniformed police officers, vehicles and associated equipment to assist the STATE in traffic control when requested by the STATE.
- 1.2 The STATE's contact for this Agreement will be the STATE's administration Project Engineer or his/her designee.
- 1.3 The STATE's Project Engineer or his/her designee shall provide to the CITY's Police Chief a written request, describing the nature of traffic control required.
- 1.4 The police officers provided by the CITY shall be under the sole direction, management, and control of the CITY's Police Chief or his/her designee and shall perform the traffic control duties for the STATE's Project as requested under the terms of this Agreement in a manner consistent with CITY policy, applicable state and local laws and the Constitutions of the state of Washington and the United States.
- 1.5 Assignment of personnel to accomplish the traffic control duties requested under this Agreement shall be at the sole discretion of the CITY's Police Chief or his/her designee.
- 1.6 Contact between the Parties, including but not limited to billing and Agreement administration, will be between each Party, as follows or his/her designee:

STATE	CITY
Janice Fahning, P.E. Construction Project Engineer	James Marple, Traffic Unit Marysville Police Department
9021 El Capitan Way Everett, WA 98208	1049 State Avenue Marysville, WA 98270
Phone: 425-225-8799	Phone: 360-363-8382
Email: FAHNINJI@wsdot.wa.gov	Email: JMarple@ci.marysville.wa.us

- 1.7 The STATE agrees to provide the CITY a minimum of three (3) working days written notice when traffic control assistance is required.
- 1.8 The CITY shall give the STATE a minimum of two (2) working days notice if the CITY cannot provide the traffic control assistance.

2. TERM OF AGREEMENT

- 2.1 This Agreement shall become effective upon the date of execution and terminate upon completion of the STATE's Project, unless otherwise terminated pursuant to Section 9.

3. PAYMENT AND RECORDS

- 3.1 The STATE, in consideration of the faithful performance of the traffic control assistance work to be done by the CITY, agrees to reimburse the CITY for the actual direct salary and direct non-salary costs of the work; provided, however, that when the STATE requires the CITY's traffic control assistance for less than a three (3) hour period, the CITY shall be reimbursed for a full three (3) hour period.
- 3.2 The estimated total cost for work to be performed by the CITY at the STATE's expense is Twenty Thousand Dollars (\$20,000.00). The hourly rates to be billed shall be each individual police officer's current all inclusive pay rate. Currently, this rate is established at a maximum payable of \$69.00/hr. In the event any or all police officers are provided an hourly rate increase for either regular or overtime hours, the hourly rate to be billed may be adjusted by the CITY. This rate includes all associated regular and overtime labor, equipment, and vehicle costs. The CITY shall not bill for any non-related overhead costs because the Parties previously entered into a reciprocal overhead agreement (OH 0025, dated March 24, 1995).
- 3.3 The CITY agrees to invoice the STATE, providing supporting documentation for charges billed. Invoices and/or payments shall not exceed one per month. The STATE agrees to make payment within thirty (30) calendar days of the date of invoice receipt.
- 3.4 The CITY agrees to submit a final bill to the STATE within forty-five (45) calendar days after notification by the STATE that CITY's services for traffic control assistance are no longer required.

- 3.5 During the progress of the work and for a period of not less than three (3) years from the date of final payment to the CITY, the records and accounts pertaining to the work under this Agreement, and accounting therefore, are to be kept available for inspection and audit by the state and/or the federal government and copies of all records, accounts, documents, or other data pertaining to this Agreement work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until each litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 3-year retention period.

4. ADDITIONAL WORK

- 4.1 In the event unforeseen conditions or circumstances require an increase in the cost of more than twenty (25) percent, the Parties agree to amend this Agreement to cover said increase.

5. DISPUTE RESOLUTION

- 5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: CITY's Mayor and the Secretary of the Department of Transportation shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The decision made by this board shall be final and binding on the Parties to this Agreement. The CITY and the STATE shall equally share in the cost of the third board member; however, each Party shall be solely responsible for its own costs and fees.

6. INDEMNIFICATION AND HOLD HARMLESS

- 6.1 To the extent provided by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's intentional or negligent acts or omissions while performing pursuant to the terms of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the Party, its officers, officials, employees, or agents or involves those actions covered by RCW 4.24.115. Where such claims, suits, or actions result from concurrent negligence of the Parties and their officers, officials, employees, or agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its officers', officials', employees', or agents' own negligence. This indemnification shall survive any termination of this Agreement.

7. VENUE

7.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Snohomish County, Washington, unless the filing in Snohomish County conflicts with the provisions of RCW 47.28.120. The Parties agree that each Party shall be responsible for its own attorneys fees and costs.

8. MODIFICATIONS

8.1 Any modification to the terms and conditions of this Agreement shall be made by written amendment to this Agreement signed by both Parties.

9. TERMINATION

9.1 Either Party may terminate this Agreement by giving thirty (30) calendar days prior written notice to the other Party.

10. WORKING DAYS

9.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

CITY OF MARYSVILLE

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Title: _____

Russell S. East, P.E
Assistant Regional Administrator
King and Snohomish Counties

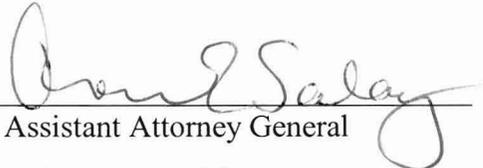
Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By:  _____

Title: _____

Assistant Attorney General

Date: _____

Date: 1-5-10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

City Council Meeting Date: February 22, 2010

AGENDA ITEM: Lakewood Triangle Access / 156 th Street Overcrossing – Amendment to PWTF Loan Agreement	AGENDA SECTION: New Business	
PREPARED BY: Patrick Gruenhagen, Project Manager	APPROVED BY:	
ATTACHMENTS: <ul style="list-style-type: none"> • Public Works Trust Fund Loan Agreement Amendment 		
	MAYOR	CAO
BUDGET CODE: 30500030.563000 R0604	AMOUNT: N/A	

DESCRIPTION:

The City of Marysville applied for and was granted a \$1M Public Works Trust Fund (PWTF) Loan from the Washington State Public Works Board (PWB) in February 2008. This loan specifically covers those costs incurred during the design and permitting phase of the project, which will soon be complete. The attached Amendment to the original agreement, as recently approved by PWB, provides the City an extension to the Loan “completion date” (representing the date by which all activities covered under the loan must be complete) – from March 6, 2010 to September 6, 2010.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign this Amendment to the City’s PWTF Loan for the Lakewood Triangle Access / 156th Street Overcrossing Project, allowing for an extension of the completion date for design-phase activities.

COUNCIL ACTION:



STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

February 4, 2010

Pat Gruenhagen
City Of Marysville
80 Columbia Avenue
Marysville, WA 98270



RE: Amendment to PWTF Loan Agreement/Contract PR08-951-056-*lit*

Dear Mr. Gruenhagen:

Enclosed are two originals of an amendment to Public Works Trust Fund Loan Agreement/Contract Number PR08-951-056. The purpose of this amendment is to extend the project completion date.

Please have both originals signed in blue ink and dated by the appropriate authority and return them to this office within thirty (30) days of the date of this letter. After the amendments have been signed by the Board or its designee, an executed original will be returned to you for your files.

If you have any questions or need additional information, please do not hesitate to call me at (360) 725-3089 or email me at jacquie.andresen@commerce.wa.gov.

Sincerely,

Jacquie Andresen
Contracts Administration Unit
Project Manager

Enclosures



AMENDMENT FACE SHEET

Loan Number: PR08-951-056
Amendment Number: A

Washington State Department of Commerce

PUBLIC WORKS BOARD
PUBLIC WORKS TRUST FUND

1. Contractor City of Marysville 80 Columbia Avenue Marysville, WA 98270		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$1,000,000.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date <u>3/6/2010</u>	10. Amendment End Date <u>7/1/2013</u>
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to extend the project completion date of the Public Works Trust Fund Loan Number PR08-951-056. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ John LaRocque, Executive Director _____ Date APPROVED AS TO FORM ONLY This 18 th Day of December, 2008 _____ Rob McKenna Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND

The purpose of this amendment is to extend the project completion date of the Public Works Trust Fund Loan Agreement/Contract Number **PR08-951-056** from **3/6/2010** to a new ending date of **9/6/2010**.

This amendment was approved by the Public Works Board, a department of the State of Washington, (hereinafter referred to as the "Board"). The Board found the extension was necessary for the following reason:

This project, while not necessarily unique, is by its nature quite complex – involving construction of a new bridge over the State's busiest interstate, creation of new surface street corridors, construction of very substantial bridge approach embankments, numerous retaining walls, signals, and extension of existing water/sewer infrastructure. As a consequence, the project team has been left with little choice but to take a very deliberate and, at times, iterative approach to confronting and resolving challenges that arose during the course of design. One such challenge – encountered recently – involved a realization that the proposed west bridge approach might cause differential settlement of an existing sanitary sewer some 30 feet below. (due to the weight of the new embankment) After much deliberation and exploration of options, the City ultimately directed its consultant to prepare a design that would allow a shifting of the existing sewer away from the prism of the new improvements, as this would eliminate any future concerns about differential settlement and/or failure of the sewer. This is but one example of the types of constraints and challenges that were confronted and overcome during the course of design, and it is representative of the circumstances that have periodically arisen and given rise to delay.

The Board and the City of Marysville (hereinafter referred to as the "Borrower/Contractor") agree to amend the Public Works Trust Fund Loan Agreement/Contract Number PR08-951-056 as described below.

Time of Performance Section of the Agreement/Contract Number PR08-951-056 is amended to read as follows:

The Borrower/Contractor shall begin the activities identified within Attachment I: Scope of Work no later than three (3) months after Agreement/Contract execution, and reach project completion no later than 9/6/2010.

Failure to meet Time of Performance shall constitute default of this Agreement/Contract. In the event of extenuating circumstances, the Borrower/Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may, by a two-thirds vote, extend the deadline.

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

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON
AMENDING MARYSVILLE MUNICIPAL CODE 2.24.030 RELATING
TO APPOINTMENT AND QUALIFICATIONS OF MUNICIPAL JUDGE
AND AUTHORIZING ADDITIONAL JUDICIAL POSITIONS.

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

Section 1. Marysville Municipal Code is hereby amended to read as follows:

2.24.030 Municipal judge – Qualifications – Appointment.

(1) The term of office of the first municipal judge shall expire on January 1, 1986. The term of office thereafter shall be four years, commencing on January 1st of each fourth year after 1986. Appointments shall be made on or before December 1st of the year next preceeding the year in which the term commences.

(2) The position of a full-time municipal judge shall be filled by election for the term commencing on January 1, 2010, and every four years thereafter. The municipal judge shall be elected in the same manner as other elective city officials are elected to office. The term of the municipal judge shall be for four years. Nothing in this section shall limit the Mayor's authority to fill the position of municipal judge pursuant to MMC 2.24.060.

(3) Additional Judges. Additional full or part-time municipal judge positions may be filled when the public interest and the administration of justice makes such additional judge or judges necessary, and so long as that procedure is in compliance with state statutes, such as RCW 3.50.055.

(4) On or before April 1, 2010 the Mayor may appoint an additional part or full-time judge for the term commencing January 1, 2010 and expiring December 31, 2013. Said additional judicial position shall be an elected position and shall be filled by election for any subsequent term.

(5) The elected position(s) of a full-time municipal judge shall be compensated at a rate equivalent to at least ninety-five percent, but not more than one hundred percent of a district court judge salary or for a part-time judge on a pro rata basis the same equivalent.

ORDINANCE - 1

W/mv/ord.am.MMC2.24.030.F.2010

(6) A person elected or appointed as municipal judge shall be a citizen of the United States of America and of the state of Washington and a resident of Snohomish County, and an attorney admitted to practice law before the courts of record of the state of Washington. (Ord. 2621 § 1, 2006; Ord. 1933 § 2, 1993; Ord. 1420, 1985).

Section 2. Severability.

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

Section 3. Effective Date.

This ordinance, shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2010.

CITY OF MARYSVILLE

By _____
DENNIS KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

ORDINANCE - 2

W/mv/ord.am.MMC2.24.030.F.2010

REDLINE OF EXISTING CODE

2.24.030 Municipal judge – Qualifications – Appointment.

~~(1) A municipal judge shall be appointed by the mayor as a part-time city employee through December 31, 2009.~~

The term of office of the first municipal judge shall expire on January 1, 1986. The term of office thereafter shall be four years, commencing on January 1st of each fourth year after 1986. Appointments shall be made on or before December 1st of the year next ~~preceding~~ preceding the year in which the term commences.

~~(2) The position of a full-time municipal judge shall be filled by election for the term commencing on January 1, 2010, and every four years thereafter. The municipal judge shall be elected in the same manner as other elective city officials are elected to office. The term of the municipal judge shall be for four years. The mayor shall not appoint a municipal judge pursuant to subsection (1) of this section for a term beyond December 31, 2009. Nothing in this section shall limit the mayor's~~ Mayor's authority to fill the position of municipal judge pursuant to MMC ~~2.24.060, 2.24.060,~~

~~(3)~~

~~(3) Additional Judges. Additional full or part-time municipal judge positions may be filled when the public interest and the administration of justice makes such additional judge or judges necessary, and so long as that procedure is in compliance with state statutes, such as RCW 3.50.055.~~

~~(4) On or before April 1, 2010 the Mayor may appoint an additional part or full-time judge for the term commencing January 1, 2010 and expiring December 31, 2013. Said additional judicial position shall be an elected position and shall be filled by election for any subsequent term.~~

~~(5) The elected position(s) of a full-time municipal judge shall be compensated at a rate equivalent to at least ninety-five percent, but not more than one hundred percent of a district court judge salary or for a part-time judge on a pro rata basis the same equivalent.~~

~~(6) A person elected or appointed as municipal judge shall be a citizen of the United States of America and of the state of Washington and a resident of Snohomish County, and an attorney admitted to practice law before the courts of record of the state of Washington. (Ord. 2621 § 1, 2006; Ord. 1933 § 2, 1993; Ord. 1420, 1985).~~

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