

Marysville City Council Work Session

October 4, 2010

7:00 p.m.

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

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

1. Approval of September 13, 2010 City Council Meeting Minutes.
2. Approval of September 20, 2010 City Council Work Session Minutes.

Consent

3. Approval of September 22, 2010 Claims in the Amount of \$1,222,230.94; Paid by Check Number's 65508 through 65683 with no Check Number's Voided.
4. Approval of September 29, 2010 Claims.
5. Approval of October 5, 2010 Payroll.

Review Bids

6. Award Public Safety Building Lighting Retrofit Project.
7. Award Boys and Girls Club Lighting Retrofit Project.

Public Hearings

New Business

8. Addendum No. 1 to Interlocal Agreement for Jail Services with Snohomish County and the City of Marysville.
9. Cooperative Purchasing Agreement with the City of Seattle.
10. Purchase Order Number B0623 in the Amount of \$51,324.00 to Authorize the Purchase of Replacement Furniture for the Public Works Administration Building from Office Interiors, Inc.
11. Consent for Use of Public Utility District No. 1 of Snohomish County High Voltage Distribution Line Right-of-Way.

Legal

Marysville City Council Worksession

October 4, 2010

7:00 p.m.

City Hall

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.

Work Sessions are for City Council study and orientation - Public Input will be received at the October 11, 2010 City Council meeting.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Swearing-In of Custody Officers Randy Nelson and Jason Morton	Presented
National Friends of the Libraries Week Proclamation	Presented
Formation Hearing for the 156 th St. I-5 Overpass Local Improvement District	Presented
Approval of Minutes	
Approval of July 12, 2010 City Council Meeting Minutes.	Approved
Approval of July 19, 2010 City Council Work Session Minutes.	Approved
Approval of July 26, 2010 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of August 20, 2010 Payroll in the Amount of \$831,197.15; Paid by Check Number's 23096 through 23157.	Approved
Authorize the Mayor to Sign the Washington State Department of Corrections Offender Work Crew Agreement.	Approved
Authorize the Mayor to Sign the Renewal of Washington State Patrol Live-Scan to Western Identification Network Automated Fingerprint Identification System (WIN AFIS) Connection User's Agreement.	Approved
Authorize the Mayor to Sign the Addendum Number 2 to the Interlocal Agreement for Jail Services with Snohomish County Jail.	Approved
Approval of AAA Dispatch Services dba North County Limo and Taxi Services to Operate a For-Hire Business in Marysville.	Approved
Authorize Additional Management Reserve of \$165,000.00, Increasing the Total Allocation to \$3,078,249.96 for the Ingraham Boulevard Corridor Improvement Project.	Approved
Authorize the Mayor to Sign the Snohomish County Elections Licensing Agreement for a Ballot Drop Box Installation at the Marysville Public Library in 2010.	Approved
Approval of the August 25, 2010 Claims in the Amount of \$571,381.54; Paid by Check Number's 65071 through 65194 with No Check Numbers Voided.	Approved
Approval of the September 1, 2010 Claims in the Amount of \$278,603.45; Paid by Check Number's 65195 through 65329 with No Check Number's Voided.	Approved
Approval of the September 8, 2010 Claims in the Amount of \$812,682.15; Paid by Check Number's 65330 through 65438 with No Check Numbers Voided.	Approved
Approval of the September 3, 2010 Payroll in the Amount of \$1,364,545.71; Paid by Check Number's 23158 through 23223.	Approved
New Business	
Adopt a Resolution of the City of Marysville Washington, Establishing Procedures Relating to Purchasing and Public Works Contracting; Establishing a Vendor List Process for the Purchasing of Supplies, Materials, and Equipment and a Small Works Roster Process to Award Public Works Contracts and Repealing Resolution Number 2126.	Resolution No. 2293

Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:27 p.m.

COUNCIL



MINUTES

Council Meeting
September 13, 2010

Call to Order / Invocation / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:03 p.m. at Marysville City Hall. The invocation was given by Greg Kanehan, Marysville Free Methodist Church. Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Councilmember Lee Phillips

Also Present: Chief Administrative Officer Gloria Hirashima, City Attorney Grant Weed, Police Chief Rick Smith, Assistant City Engineer John Cowling, Engineering Services Manager Shawn Smith, Public Information Officer Doug Buell and Assistant Administrative Services Director Tracy Jeffries.

Mayor Nehring informed council that Councilmember Phillips had contacted him and requested an excused absence due to work.

Motion made by Councilmember Soriano, seconded by Councilmember Wright, to excuse Councilmember Phillips. **Motion** passed (5-0).

Committee Reports

Councilmember Seibert stated that he attended a Public Works Committee meeting where they discussed the following:

- Purchase of the PUD water system in the Soper Hill area.
- Changing the water boundary.
- Preliminary budget numbers appear to be stable.
- Snow and Ice Plan update.
- Geddes property.
- Public Works Administration Building repairs.

Councilmember Seibert then reported on the September 8 Snohomish County Solid Waste Advisory Committee. Items of discussion included:

- Updates from staff regarding a county code regarding flow control.
- Presentation by the City of Bothell on their recycling program.
- Comprehensive Planning process

Presentations

A. Swearing-In of Custody Officers

Commander Krusey presented **Custody Officers Randy Nelson and Jason Morton**. Mayor Nehring recited their Oath of Office and ceremonially swore in both officers.

B. National Friends of the Libraries Week

Mayor Nehring read the Proclamation recognizing October 17-23 as Friends of the Libraries Week in Marysville and urged everyone to join the Friends of the Library and thank them for all that they do to make our library so much better.

Audience Participation - none

Approval of Minutes

1. Approval of July 12, 2010 City Council Meeting Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the July 12, 2010 City Council Work Session Meeting minutes as presented.

Motion passed (4-0) with Councilmember Soriano abstaining as he was not present at this meeting.

2. Approval of July 19, 2010 City Council Work Session Minutes.

Motion made by Councilmember Vaughan, seconded by Councilmember Rasmussen, to approve the July 19, 2010 City Council Work Session Meeting minutes as presented.

Motion passed (5-0).

3. Approval of July 26, 2010 City Council Meeting Minutes.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to approve the July 26, 2010 City Council Work Session Meeting minutes as presented.

Motion passed (5-0).

Consent

4. Approval of August 20, 2010 Payroll in the Amount of \$831,197.15; Paid by Check Number's 23096 through 23157.
13. Authorize the Mayor to Sign the Washington State Department of Corrections Offender Work Crew Agreement.
14. Authorize the Mayor to Sign the Renewal of Washington State Patrol Live-Scan to Western Identification Network Automated Fingerprint Identification System (WIN AFIS) Connection User's Agreement.
15. Authorize the Mayor to Sign the Addendum Number 2 to the Interlocal Agreement for Jail Services with Snohomish County Jail.
16. Approval of AAA Dispatch Services dba North County Limo and Taxi Services to Operate a For-Hire Business in Marysville.
17. Authorize Additional Management Reserve of \$165,000.00, Increasing the Total Allocation to \$3,078,249.96 for the Ingraham Boulevard Corridor Improvement Project.
18. Authorize the Mayor to Sign the Snohomish County Elections Licensing Agreement for a Ballot Drop Box Installation at the Marysville Public Library in 2010.
21. Approval of the August 25, 2010 Claims in the Amount of \$571,381.54; Paid by Check Number's 65071 through 65194 with No Check Numbers Voided.
22. Approval of the September 1, 2010 Claims in the Amount of \$278,603.45; Paid by Check Number's 65195 through 65329 with No Check Number's Voided.
23. Approval of the September 8, 2010 Claims in the Amount of \$812,682.15; Paid by Check Number's 65330 through 65438 with No Check Numbers Voided.
24. Approval of the September 3, 2010 Payroll in the Amount of \$1,364,545.71; Paid by Check Number's 23158 through 23223.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Consent Agenda items 4, 13, 14, 15, 16, 17, 18, 21, 22, 23 and 24. **Motion** passed unanimously (5-0).

New Business

19. A **Resolution** of the City of Marysville Washington, Establishing Procedures Relating to Purchasing and Public Works Contracting; Establishing a Vendor List Process for the Purchasing of Supplies, Materials, and Equipment and a Small Works Roster Process to Award Public Works Contracts and Repealing Resolution Number 2126.

City Attorney Grant Weed reviewed the proposed changes to the resolution as presented in Council's packet with the additional requested change to revise "twice per year" in section 1(b) to "once per year".

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to approve Resolution #2293 with the stated change. **Motion** passed unanimously (5-0).

Formation Hearing for the 156th St. I-5 Overpass Local Improvement District

Mayor Nehring informed Council that staff would like to make a presentation on the 156th I-5 Overpass Project prior to the Public Hearing which is set for the next meeting. Shawn Smith, Project Manager for the 156th Street Overcrossing LID presented information regarding this item as contained in Council's packets. Hugh Spitzer, Bond Counsel from Foster Pepper reviewed information on how LIDs work and how the Formation Hearing would proceed next week.

Mayor's Business

Mayor Nehring recognized everyone involved in Saturday's 9/11 ceremony, Touch-a-Truck, and the Serve Day at Jennings Nature Park.

There was significant discussion about the process for filling the open Council position.

Staff Business

Rick Smith:

- The 9/11 memorial was outstanding. He thanked everyone for their involvement.
- Touch-a-Truck was an incredible event.
- He is currently meeting with all the members in his department to revise the business plan for the next three years and looking at the budget for 2011.
- The Interlocal Agreement with the Sheriff's office which was approved tonight had two addendums which will help the department out a lot. He

9/13/10 City Council Meeting Minutes

gave credit to Lt. Rasmussen and Commander Krusey for getting this together.

- He gave an update on vacancies within the department.

John Cowling:

- Work on the Public Works Building started today.
- He attended a public hearing with the County Council on the amendments to the 88th Interlocal Agreement to utilize the funds for 51st Avenue. They approved this unanimously so we can now begin right-of-way acquisition and relocation of properties to get that work done.
- Ingraham Blvd. – school has opened and we are still monitoring traffic.

Doug Buell had no comments.

Grant Weed discussed a Supreme Court Order regarding public defender services for indigent defendants.

Gloria Hirashima had no comments

Call on Councilmembers

Carmen Rasmussen commended John Cowling on the great work he has been doing with Ingraham Blvd., coordinating with the school, and communicating with the Council.

John Soriano echoed positive comments regarding the 9/11 ceremony and Touch-a-Truck.

Jeff Vaughan participated in the Serve Day at Jennings Park. He reviewed a community meeting regarding Cedar Grove Compost last Thursday where the Mayor gave a great address, a physician discussed physical symptoms, and a representative from Puget Sound Clean Air talked about the inspection and citation process.

Donna Wright stated that the 9/11 memorial service was very moving. She also attended Touch-a-Truck where she heard many positive comments about the event. She expressed concern about some damage that was done to one of the trucks by children and wondered if there was something that could be done to prevent that.

Jeff Seibert:

- He discussed committee appointments.
- He asked staff to bring back information about driveways off of the overpass road. Mr. Cowling replied that the current plan shows access west of the intersection, between the overcrossing and the signal at Smokey Pt. Blvd. Councilmember Seibert thought he had been informed that that had been changed and that the property would get access

through an internal agreement with another property owner. Mr. Cowling indicated he would check on this.

- He commended police activity at a recent incident.

Gloria Hirashima stated that they received notice of a meeting regarding Cedar Grove on 9/14 at the Everett Station from 5 to 7:30.

Executive Session - None

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:27 p.m.

Approved this _____ day of _____, 2010.

Mayor
Jon Nehring

Asst. Admin. Svcs. Director
Tracy Jeffries



Work Session
September 20, 2010

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

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

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Engineering Services Manager Shawn Smith and Asst. Admin. Services Director Tracy Jeffries.

Committee Reports – None

Presentations - None

Discussion Items

Approval of Minutes

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

Consent

2. Approval of September 15, 2010 Claims.

3. Approval of September 20, 2010 Payroll.

Review Bids

4. Award 2010 Water Valve Renewal and Replacement Project.

Public Works Director Kevin Nielsen discussed an amendment to the lower the bid amount.

5. Award 2010 Sewer Renewal and Replacement Project.

Director Nielsen discussed a related amendment to raise this bid amount.

Public Hearings

6. Proposed City of Marysville Local Improvement District No. 71 to Construct an Interstate 5 Overpass at 156th Street NE.

Mayor Nehring opened the hearing at 7:04 p.m. He discussed the purpose of the hearing and the order of speaking then gave a brief overview of the LID process.

Staff Presentation:

Hugh Spitzer, Bond Counsel from Foster Pepper, gave a broader overview of the LID process. Engineering Services Manager Shawn Smith reviewed the history on this issue in Marysville. He addressed concerns he has heard related the following:

- The boundary – This was initially selected based on discussions between the city staff and the petitioners. Factors considered included the urban growth Boundaries, city limits, locations of the petitioners and sanitary sewer availability. The final boundary was chosen based on a special benefit study.
- Timing with the Economy – The assessment will be financed over a 20-year period and not due until the overpass is 100% complete. The City is actively pursuing federal and/or state funds to reduce the total cost of the project.

Public Testimony:

Donald Barker, 2625 Northup Way Bellevue, WA 98074, Powell Development Company, (developers of Lakewood Crossing) spoke in support of the overpass. They believe this is the right project and the right time to do the project.

Thom Prichard, 1701 6th St Bellingham, WA, (property owner at 16309 Smokey Point Blvd) stated that he does not feel this is the right time to burden property owners with a new LID. He and his tenants are already struggling to make the rent with the property taxes, an existing RID, and stormwater fees. He also feels that this will cut the traffic counts on Smokey Point Blvd and lower the value of their property.

Craig Ollis, 16814 Twin Lakes Rd, Marysville, WA, (representing Red Robin) expressed concern on behalf of his company regarding the costs associated with the project. They feel it is very steep with what they are already doing for the community by employing people and paying taxes.

Joel Hylback, 16720 Smokey Pt. Blvd Suite 3, Arlington, WA 98223, (property owner) spoke in support of the project although he realizes that times are very difficult. He encouraged the City to move forward with this and enact the LID.

Phil Bannan, 714 Grand Ave Everett, WA, (partner in the property at 15527 35th), expressed concern at the preliminary assessment he was sent. He suggested reviewing and enlarging the area because he thought that some of the properties not included would benefit just as much as he would. Shawn Smith responded that the original assessment that went out was incorrect. A second one was sent out which was much lower.

Ken Copenhaver, 3605 150th PL NE, Marysville, WA 98271, (property owner within the proposed LID), expressed support for the overpass, but had issues with the boundaries. He felt that it should be a much larger area or even the whole city. Chief Administrative Officer Hirashima commented that the City is contributing half of the money for this project.

James Holt, 3609 150th PL NE, Marysville, WA (property owner within the proposed LID) requested a 10-15 year forecast for the growth of this area so property owners can make decisions about their homes. Chief Administrative Officer replied that the City has a 20-year Land Use Plan and Transportation Plan for the Lakewood and Smokey Point area that is available to the public.

Butch Kvamme, 3783 Hatley Rd, Everson, WA 98247, (co-owner of 69 acres on Smokey Point Blvd. across from Marysville Auction Barn) expressed support for the overpass noting that it would benefit commerce and revenues for businesses in that area and also residential access. He agreed that everyone is overtaxed and underserved at this time in the economy, but he does believe this is the right time to take advantage of the lower costs. He would also like to see the costs shared over a broader area where people will benefit. He acknowledged the burden of the assessment if the owners have vacancies and/or no customers, but noted that he still believes this is the right time to move forward.

Dennis Quinn, 5810 152nd St NE, Marysville, WA, (property owner in the proposed LID area) commented that he had never seen or heard about the petition that has 63% of the area's signatures. He asked for more information about the petition and the initiation of this process. He stated that he was not against the overpass, but he was opposed to a small group of people being forced to pay for this. Shawn Smith discussed the petition and the process. Public Works Director Kevin Nielsen commented that copies of the petition could be obtained at the Community Development Building. He further discussed how the proposed overpass would impact traffic in that area and how the expense would be distributed. Mr. Quinn was very opposed to the LID although he did

DRAFT

think the overpass was a good idea. Mr. Smith clarified that the petition was to form an LID to fund the building of the bridge.

Ralph Krutsinger, 409 148th St NE, Arlington, WA, 98223, spoke on behalf of the owner of [inaudible] south of Twin Lakes and spoke in support of the LID. He stated that foresight of the city to do the LID will reduce traffic impacts now and in the future.

Steve Leifer, 12717 State Ave Marysville WA, (Marysville Planning Commissioner) expressed concern about this process and sympathized with Mr. Quinn, but noted that it seems like there is no alternative to these problems. He spoke in support of moving forward with the project, but hoped they could reduce the impacts on individuals like Mr. Quinn.

Joann Delazzari, 16600 25 Ave NE #90, Marysville WA, (west of Costco) stated that she had checked with many people in the proposed area who had not heard of the petition or been notified in any way. Without the *Herald* article she would have been completely unaware of it. She was aware of the problems of traffic flow through that area and 172nd. She felt that the bridge would only be beneficial to Marysville residents because the limited access would not be practical for Seven Lakes or Stanwood residents. She felt that this should go to a vote to the residents of Marysville. Director Nielsen discussed the access situation.

Jim Tosti, 245 Lake Avenue W, Kirkland, WA (owner of property within the LID zone) spoke in support of the formation of the LID. This would improve health and safety access and make the area more attractive to developers.

Gene Dunlap, General Manager, Costco Wholesale, 16616 Twin Lakes Ave, Marysville, spoke in support of the project on behalf of the Costco Corporation. He discussed the importance of additional access for that area to continue to grow and for Costco to continue to be successful up there.

Ronald Young, 30 -140th St NW, Marysville, WA 98271, spoke in support of the overpass and the LID. He stated that it is obvious the overpass is necessary to solve traffic problems and safety issues in that area.

Gary Kenna, 15314 Smokey Pt. Blvd, (property owner south of proposed overpass) spoke in support of the overpass. He was not sure how it would benefit him on the east side of the freeway and expressed concern about how this would be funded.

John Burkholder, HBA Design Group, representative of Arlington Associates and Bruce Associates, (owners of property at intersection of 51st and 152nd) expressed support for the LID.

Judy Latenmiller, 3225 148th Street NE, (property owner in the proposed LID area) expressed concern about the formula that was used to determine the assessments. She commented on the discrepancies between property values, and sizes and assessment amounts. She stated that she did not receive any information on a petition. She agreed

that without freeway access the overpass is of almost no value to them. She recommended making this a toll bridge.

Nick Echelbarger, property owner on 152nd east of I-5, spoke in support of the LID. He noted that it is a very advantageous time to build these things. He stated that, unlike many other taxes, this “tax” would directly benefit those who pay it.

Marveta Tolier, 7110 63rd Place NE, referred to some benefit for the City of Arlington. She wondered if Arlington would be asked to share some of the costs. City Attorney Grant Weed stated that in order to levy an assessment it needs to be a property within the benefit area. The City of Arlington does not own property within this benefit area.

Joann Delazzari, 16600 25 Ave NE #90, Marysville, WA, asked about the climate for getting grant money. Director Nielsen replied that it didn’t look good, but they are still applying for anything that might be a possibility.

Dennis Quinn, 5818 152nd St NE, Marysville, WA, summarized that almost everyone thinks the overpass is a good idea and the time is probably right. The question comes down to the issue of the cost of the project being borne by the property owners in that area. He spoke strongly against the LID and expressed frustration that he had not been aware of this.

Jason Lens, Lens Enterprises, 15714 Smokey Pt. Blvd., spoke in support of the LID, but stated that he did not feel his special benefit was justified. He asked about the process for contesting this benefit at the assessment roll hearing. Hugh Spitzer stated that it was very important to distinguish between assessments and property taxes. Property taxes are based on the value of the property. The assessments are based on the increase in the value of the property directly because of the improvement. This is known as the special benefit. General benefits are handled by a portion of the project being paid from somewhere else, in this case by the City or whatever grants are available. Mr. Spitzer explained what would happen at the assessment roll hearing. He recommended that property owners have an independent appraisal done if they want to do a serious critique of the amount of their assessment. The Council will make the final determination at the assessment roll hearing.

Jim Tosti, 245 Lake Avenue W, Kirkland, WA, asked for clarification about how the costs would be split in case the City is successful in obtaining additional funding. Director Nielsen explained that the City would still pay half of the remaining costs. Mr. Tosti wished him luck.

Mayor Nehring repeatedly solicited additional comments. There were no further public comments.

Councilmember Comments:

Councilmember Rasmussen asked Mr. Spitzer if there is any provision for the assessments to be paid over a period longer than twenty years. Mr. Spitzer explained

that people can pre-pay their assessments but they can't stretch it out longer. He noted that there is a program for retired people who have fixed and relatively low incomes where they can defer their assessments until the property is sold.

Councilmember Soriano asked if there is anything that makes this decision with the LID time sensitive. Director Nielsen explained that they already have air space, break in access, and design ready to go. If they wait there will be additional costs and time associated with it. The low cost of construction right now is another time-sensitive factor. Councilmember Soriano suggested that they might be able to get good bids a little further down the road too if the economy doesn't recover as quickly as some expect. Director Nielsen commented that it is all related to the economy and he could not predict what it would do in the future.

Councilmember Wright asked what the next step for the Council should be. City Attorney Weed replied that the next step would be to enact an ordinance forming an LID.

Councilmember Seibert asked about details of the calculating the cost over twenty years. Bond Counsel Spitzer explained this. Councilmember Seibert commented that people could pay over a longer period of time if they financed it and self-paid it, but that would have to be done on your own. He added that doing it this way would probably cost more because the city gets such a low interest rate on its bond.

Councilmember Rasmussen asked if interest would continue to accrue for retired, lower-income people who defer their payments. Mr. Spitzer affirmed that interest would continue to accrue.

Councilmember Seibert spoke in support of the LID. He commented that there are several people on the east side who spoke in support of this. He noted that the general citizens of Marysville are paying half the cost of the project.

Councilmember Wright commented that the majority of the people who spoke are in favor of the overpass. There are concerns about the payment, but she spoke in support of getting the process started. Property owners will still have the opportunity to come before the Council with their concerns about assessments.

Councilmember Seibert requested that staff contact people who felt they had not been informed and provide them with whatever information they need. Director Nielsen indicated that they would do that.

Councilmember Rasmussen pointed out that the general citizens of Marysville would also be paying a significant amount although not as much as the people in the LID.

Mayor Nehring thanked everyone for their participation in the hearing.

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to adjourn the Public Hearing at 8:35 p.m. Motion carried (6-0).

Motion made by Councilmember Wright, seconded by Councilmember Rasmussen, to waive the normal rules of procedures about public comment and voting on action items on the agenda. Motion carried (6-0).

New Business

7. An **Ordinance** of the City of Marysville Ordering the Construction of an Interstate 5 Overpass, at 156th Street NE, Pursuant to Property Owners' Petition Therefor; Establishing Local Improvement District No. 71 and Ordering the Carrying Out of the Proposed Improvement; Providing that Payment for the Improvement Be Made in Part by Special Assessments Upon the Property in the District, Payable By the Mode of "Payment by Bonds"; and Providing for the Issuance and Sale of Local Improvement District Warrants Redeemable in Cash or Other Short-Term Financing and Local Improvement District Bonds.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to approve Ordinance #2827. Motion carried (6-0).

8. Municipal Stormwater Capacity Grants Program Funding Agreement between the State of Washington Department of Ecology and City of Marysville.

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to authorize the mayor to approve Municipal Stormwater Capacity Grants Program Funding Agreement between the State of Washington Department of Ecology and City of Marysville. Motion carried (5-0) with councilmember Seibert abstaining.

9. Acceptance of the State Avenue Phase III Corridor Improvement Project, Starting the 45-Day Lien Filing Period for Project Closeout.
10. Renewal of the Annual Support Agreement and License Agreement for Munis Software with Tyler Technologies, Inc. in the Amount of \$49,040.88.

Worth Norton stated this is the standard agreement that has been entered into in past years.

11. Nonexclusive Communication Site Sublease between the City of Marysville and Island County Emergency Services Communications Center (I-COM).

City Attorney Grant Weed mentioned that this is a sublease with I-COM that benefits them. This is in regard to the tower at Highway 9 and SR 528.

12. An **Ordinance** of the City of Marysville, Washington, Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Construction Sidewalks along 67th Avenue NE.

Director Nielsen reviewed this item.

13. An **Ordinance** of the City of Marysville, Washington, Relating to Parks and Recreation and the City's Penal Code; Adopting and Adding a New Chapter 6.82 (Park Code) to Title 6 of the Marysville Municipal Code.

Jim Ballew explained that this has the support of the Parks and Recreation Board. This codifies some of the policies that they have been operating under for several years. The emphasis is on how the police can deal with some of the concerns in terms of penalties. He thanked Paul McMurray in Grant Weed's office for helping out in this process.

Councilmember Seibert asked for confirmation that this would not void allowing citizens to protect themselves. City Attorney Weed replied that state law pre-empts the regulation of weapons, but noted that he would confirm this.

14. A **Resolution** for the Adoption of the 2010 Snohomish County Natural Hazards Mitigation Plan Update.

Kevin Nielsen discussed the importance of this plan.

15. A **Resolution** of the City of Marysville for the Acceptance of a \$1,000 Gift Subject to Conditions.

Parks and Recreation Director Jim Ballew commented that the Jubies have sponsored this for several years. He commended them for their philanthropy. Councilmember Rasmussen recommended also drafting a thank you letter to the Jubies. Director Ballew indicated they would do that.

Mayor's Business

- The Marysville Getchell High School dedication on Saturday was phenomenal. It is a beautiful facility.
- He thanked the Tulalip Tribes for their generous gift of \$35,000 to go to the police department to help with issues. He commended the amount of money given by the Tribes to a number of worthy causes.
- He reminded Council of the police awards banquet on Wednesday at 4:30 at the Public Safety Building.

Staff Business

Jim Ballew reported that the Healthy Communities Phase 2 meeting on Thursday has been cancelled due to scheduling conflicts.

Kevin Nielsen discussed FEMA training he attended with others last week.

Grant Weed stated the need for an executive session to discuss two matters relating to real estate, expected to last 15 to 20 minutes with no action.

Gloria Hirashima:

- The City Manager/Administrator Group is putting together a 2011-2013 Legislative Agenda. She reviewed some of the key items.
- She discussed a *Professional Services Agreement and Interlocal Agreement between City of Marysville and Strategies 360 Inc. for Consultant Services* which will be on the agenda at the next meeting. Director Nielsen commented on the importance of Highway 9 being in the coalition.

Sandy Langdon discussed the FEMA training they attended last week.

Call on Councilmembers

Carmen Rasmussen:

- She agreed that the Marysville Getchell High School is a proud addition to the City of Marysville.
- The Raising Hand Ceremony at the Tribes was a great event. She appreciates that they take time out to thank the people that they've already given money to.
- She commented that in a disaster, the people who live closest to city hall would probably be the first responders. She emphasized the importance of making sure those people have the training that they would need.

Lee Phillips had no comments.

John Soriano was sorry he missed the events over the weekend. He asked if the disaster training covered rainstorms or flooding. Finance Director Langdon replied that it did not. Director Nielsen added that they do have a meeting on Thursday with DEM on flooding.

Jeff Vaughan had no comments

Donna Wright also appreciated the Raising Hands events. She thanked Police Chief Smith for the video presentation that represented our city well.

Jeff Seibert asked where the debris area had been designated. Director Nielsen said it would be at the wastewater treatment plant where they filled in the five acres.

Recess

Mayor Nehring recessed the meeting at 9:18 p.m. for a short break before reconvening into Executive Session expected to last approximately 15 to 20 minutes to discuss two matters concerning real estate with no action.

Executive Session - started at 9:25 p.m.

A. Litigation

B. Personnel

C. Real Estate - two items pursuant to RCW 42.30.110(1)(c)

Motion made to extend the Executive Session to 9:50 p.m. Motion carried (6-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 9:50 p.m.

Approved this _____ day of _____, 2010.

Mayor
Jon Nehring

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 11, 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 **September 22, 2010** claims in the amount of **\$1,222,230.94** paid by **Check No.'s 65508 through 65683** with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,222,230.94 PAID BY CHECK NO.'S 65508 THROUGH 65683 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER



DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22nd DAY OF SEPTEMBER 2010.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/16/2010 TO 09/22/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
65508	REVENUE, DEPT OF	SALES & USE TAXES 8/2010	COMMUNITY DEVELOPMENT-	4.81
	REVENUE, DEPT OF		CITY CLERK	9.01
	REVENUE, DEPT OF		POLICE ADMINISTRATION	22.59
	REVENUE, DEPT OF		GOLF COURSE	60.71
	REVENUE, DEPT OF		ER&R	71.77
	REVENUE, DEPT OF		WATER/SEWER OPERATION	196.15
	REVENUE, DEPT OF		TRIBAL GAMING FUND	203.05
	REVENUE, DEPT OF		GENERAL FUND	301.75
	REVENUE, DEPT OF		PRO-SHOP	741.91
	REVENUE, DEPT OF		UTILITY CONSTRUCTION	2,270.40
	REVENUE, DEPT OF		STORM DRAINAGE	5,898.76
	REVENUE, DEPT OF		GOLF COURSE	13,588.84
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	23,822.05
	REVENUE, DEPT OF		UTIL ADMIN	70,028.01
65509	AABCO BARRICADE	SIGN AND STAND	SEWER MAIN COLLECTION	117.96
	AABCO BARRICADE		STORM DRAINAGE	117.97
65510	ABC LEGAL SERVICES	MESSENGER SERVICE	LEGAL - PROSECUTION	125.00
65511	ADEPOJU, ANITA	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65512	ALBERS, CARLYN		GENERAL FUND	100.00
65513	ALBERTSONS	REIMBURSE PARKS & KBSCC SUPPLY	RECREATION SERVICES	11.86
	ALBERTSONS		RECREATION SERVICES	21.99
	ALBERTSONS		BAXTER CENTER APPRE	33.89
	ALBERTSONS		RECREATION SERVICES	38.55
	ALBERTSONS		BAXTER CENTER APPRE	98.40
65514	ALLIED CONTRACTING	ANNUAL CLEANING EXTERIOR RESER	SOURCE OF SUPPLY	13,837.81
65515	ALPINE PRODUCTS INC	THERMO DRY PLASTIC	TRAFFIC CONTROL DEVICES	1,367.61
65516	AMERICAN CLEANERS	DRY CLEANING 8/2010	POLICE ADMINISTRATION	20.96
	AMERICAN CLEANERS		POLICE PATROL	47.75
	AMERICAN CLEANERS		DETENTION & CORRECTION	60.80
	AMERICAN CLEANERS		OFFICE OPERATIONS	60.80
	AMERICAN CLEANERS		POLICE INVESTIGATION	168.51
65517	AMSAN SEATTLE	JANITORIAL SUPPLIES-CH	ADMIN FACILITIES	235.25
	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURT	COURT FACILITIES	291.91
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	WASTE WATER TREATMENT	338.00
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	PUBLIC SAFETY FAC-GENL	374.00
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	MAINT OF GENL PLANT	561.93
65518	ARAMARK UNIFORM	MECHANICS UNIFORM	MAINTENANCE	11.62
	ARAMARK UNIFORM		MAINTENANCE	12.00
	ARAMARK UNIFORM		MAINTENANCE	12.11
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	36.54
65519	ARLINGTON HARDWARE	LUBE,FUSE PLUG,CONNECTION LIQU	PUMPING PLANT	51.61
65520	ASHBACH,BRIAN CHARLE	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	137.50
	ASHBACH,BRIAN CHARLE		LEGAL - PUBLIC DEFENSE	162.50
65521	ASSOC EARTH SCIENCES	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	5,779.90
65522	BANK OF AMERICA	TRAINING REIMBURSEMENT	TRIBAL GAMING-GENL	125.00
65523	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EQUIPMENT RENTAL	295.40
65524	BANK OF AMERICA		EXECUTIVE ADMIN	14.36
	BANK OF AMERICA		UTIL ADMIN	14.36
	BANK OF AMERICA		CITY COUNCIL	495.00
65525	BANK OF AMERICA	MEAL REIMBURSEMENT	UTIL ADMIN	41.05
65526	BANK OF AMERICA	TRAINING REIMBURSEMENT	TRIBAL GAMING-GENL	99.00
65527	BANK OF AMERICA	REIMBURSE RELOCATION COSTS/DOO	INFORMATION SERVICES	-2.16
	BANK OF AMERICA		COMPUTER SERVICES	27.26

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65527	BANK OF AMERICA	REIMBURSE RELOCATION COSTS/DOO	CAPITAL OUTLAY	555.10
65528	BANK OF AMERICA	TRAINING/TRAVEL REIMBURSEMENT	SCHOOL RESOURCE DIVISIO	680.64
	BANK OF AMERICA		POLICE INVESTIGATION	1,149.31
65529	BENS CLEANER SALES	SERVICE/SUPPLIES FOR WASH RACK	MAINT OF GENL PLANT	274.85
65530	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	9,810.90
65531	BIG WEST EQUIP INC	ACCESS COVER NUT PLATES	EQUIPMENT RENTAL	70.94
	BIG WEST EQUIP INC	TOMMEL SCREENER	EQUIPMENT RENTAL	706.48
65532	BLUMENTHAL UNIFORMS	CREDIT-COSME, A	POLICE PATROL	-243.26
	BLUMENTHAL UNIFORMS	UNIFORM-FRANZEN, J	POLICE PATROL	25.96
	BLUMENTHAL UNIFORMS	HOLSTERS	POLICE PATROL	62.77
	BLUMENTHAL UNIFORMS	VEST-SUTHERLAND, C	DRUG ENFORCEMENT	2,201.87
65533	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	406.32
65534	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,045.00
65535	BRINKS INC	ARMORED TRUCK SERVICE	GOLF ADMINISTRATION	80.97
	BRINKS INC		COMMUNITY DEVELOPMENT-	152.97
	BRINKS INC		UTIL ADMIN	152.97
	BRINKS INC		POLICE ADMINISTRATION	293.97
	BRINKS INC		UTILITY BILLING	293.97
	BRINKS INC		MUNICIPAL COURTS	293.97
65536	BRK MANAGEMENT SRVCS	ELEC HOME MONITORING 7/2010	DETENTION & CORRECTION	2,161.50
65537	BUELL, LARRY	REIMBURSE MEAL	POLICE TRAINING-FIREARMS	7.73
65538	CAPTAIN DIZZYS EXXON	CAR WASH-ENG DEPT	ENGR-GENL	4.50
	CAPTAIN DIZZYS EXXON	CAR WASH-PARKS & REC	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	ANIMAL CONTROL	13.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	279.00
65539	CARQUEST	BATTERY W/CORE CHARGES	MAINTENANCE	26.06
	CARQUEST	BATTERIES	MAINTENANCE	102.97
65540	CARRS ACE	DEGREASER	ER&R	19.48
	CARRS ACE	AMMONIA	TRAFFIC CONTROL DEVICES	31.97
	CARRS ACE		TRAFFIC CONTROL DEVICES	32.51
	CARRS ACE		TRAFFIC CONTROL DEVICES	32.51
	CARRS ACE	SPRAYER	ROADWAY MAINTENANCE	32.57
	CARRS ACE	BLACK AND WHITE SPRAY PAINT	SOLID WASTE OPERATIONS	55.24
	CARRS ACE	CHANNEL LOCK,AMMONIA	TRAFFIC CONTROL DEVICES	58.01
	CARRS ACE	PADLOCKS	ER&R	117.15
	CARRS ACE	RAGS,BATTERIES,LAMPS,BOLTS,TAR	STREET LIGHTING	250.81
65541	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	270.73
	CARVER, VICKI		RECREATION SERVICES	291.55
65542	CEMEX	CLASS B ASPHALT	WATER RESERVOIRS	137.59
	CEMEX		SPECIAL EVENTS & PROJECT	149.29
	CEMEX	ASPHALT CSS & CLASS B	ROADWAY MAINTENANCE	647.60
65543	CENTRAL WELDING SUPP	QUICK DISCONNECT JOINT	TRAFFIC CONTROL DEVICES	49.24
65544	CHECKFREE PAY	UB 988500173000 1049 STATE AVE	WATER/SEWER OPERATION	40.00
65545	COMCAST	ACCT #8498310020001355-KBSCC	SENIOR CENTER	48.15
65546	COMMERCE DEPT OF	EDWARD SPRINGS RESERVOIR MODIF	ENTERPRISE D/S	10,479.82
	COMMERCE DEPT OF		ENTERPRISE D/S	23,288.49
	COMMERCE DEPT OF	STILLAGUAMISH WATER SYSTEM IMP	ENTERPRISE D/S	46,703.54
	COMMERCE DEPT OF		ENTERPRISE D/S	222,397.82
65547	CONTECH CONSTRUCTION	STORMFILTER CARTRIDGES	STORM DRAINAGE	472.42
65548	COOK PAGING	PAGER SERVICE 425-257-3829	GENERAL SERVICES - OVER	3.75
65549	COOP SUPPLY	EDGER	WASTE WATER TREATMENT	14.11
	COOP SUPPLY	FENCE REEL	TRAFFIC CONTROL DEVICES	30.40
	COOP SUPPLY	(2) RAKES	PARK & RECREATION FAC	35.82

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65550	COOPER, ASHLEY	REFUND CLASS FEES	PARKS-RECREATION	10.00
65551	CORPORATE OFFICE SPL	WYPALL AND PURELL WIPES	ER&R	286.57
65552	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,218.00
65553	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	9.65
65554	CRAFT MART	CRAFT SUPPLIES	RECREATION SERVICES	16.88
65555	CRESCENT ELECTRIC	SCREWDRIVERS,CABLE TIES,SCREWS	BUILDING MAINTENANCE	73.48
	CRESCENT ELECTRIC	ECO LAMPS,PAN HEAD SCREWS	PUBLIC SAFETY FAC-GENL	91.58
65556	CRIMINAL JUSTICE	TRAINING-WIERSMA, VINSON	TRIBAL GAMING-GENL	1,000.00
65557	CRYSTAL SPRINGS	WATER DELIVERED/COOLER RENTAL	WASTE WATER TREATMENT	81.31
65558	CUES	CCTV PARTS	SEWER MAIN COLLECTION	1,579.19
65559	DAILY JOURNAL OF COM	CALL FOR BID AD	SEWER CAPITAL PROJECTS	313.20
	DAILY JOURNAL OF COM		WATER CAPITAL PROJECTS	313.20
65560	DATA QUEST	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	32.00
65561	DATABASE SECURE	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	19.13
	DATABASE SECURE		PERSONNEL ADMINISTRATIO	19.13
65562	DIAMOND B CONSTRUCT	TROUBLESHOOT COOLING @ PW	UTIL ADMIN	148.24
	DIAMOND B CONSTRUCT	SERVICE/REPAIR COOLING UNIT	PUBLIC SAFETY FAC-GENL	494.13
	DIAMOND B CONSTRUCT	OIL PRESSURE CONTROL	LIBRARY-GENL	769.92
	DIAMOND B CONSTRUCT	EXHAUST FAN MOTOR REPLACEMENT	PUBLIC SAFETY FAC-GENL	910.62
	DIAMOND B CONSTRUCT	REPAIR BLOWER ON AC UNIT	PUBLIC SAFETY FAC-GENL	1,014.61
	DIAMOND B CONSTRUCT	REPAIR/SERVICE COMP HEAT PUMP	LIBRARY-GENL	1,185.91
65563	E&E LUMBER	CREDIT-HARDWARE	PARK & RECREATION FAC	-1.37
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	1.57
	E&E LUMBER	OUTLET	UTIL ADMIN	8.67
	E&E LUMBER	GRAFFITI SUPPLIES	PARK & RECREATION FAC	13.26
	E&E LUMBER	PLYWOOD,WASP KILLER,PLASTIC TU	PUBLIC SAFETY FAC-GENL	13.97
	E&E LUMBER	ROLLER COVER,PAINT BRUSH,TEXTU	PARK & RECREATION FAC	18.65
	E&E LUMBER	SIMPLE GREEN,SPRAY BOTTLE	PARK & RECREATION FAC	26.32
	E&E LUMBER	PLYWOOD,WASP KILLER,PLASTIC TU	ADMIN FACILITIES	45.51
	E&E LUMBER	GLOVES,TROWEL,RAKE	POLICE INVESTIGATION	52.04
	E&E LUMBER	PLASTIC	STORM DRAINAGE MAINTEN/	85.94
	E&E LUMBER		STORM DRAINAGE	85.94
	E&E LUMBER	PAINT,TEXTURE,BRUSH	PARK & RECREATION FAC	122.60
	E&E LUMBER	PAINT,ROLLER COVER,TAPE,BRUSHE	PARK & RECREATION FAC	298.96
	E&E LUMBER	SIDING,SCREWS	PARK & RECREATION FAC	661.91
65564	EDGE ANALYTICAL	LAB TESTING FEES	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	20.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	80.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	80.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	160.00
65565	EDLIN, BRIANNE	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65566	ELECTRICAL ENERGY CO	RE-WIRE VALVE-EDWARD SPRINGS	WATER RESERVOIRS	868.80
65567	ENVIRONMENTAL RES	PERFORMANCE TESTING SAMPLES	WASTE WATER TREATMENT	409.75
65568	EVERETT CARBONIC	CARBON DIOXIDE	WATER/SEWER OPERATION	75.35
65569	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	1,000.00

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65570	EVERETT UTILITIES	WATER/FILTRATION SERVICE	SOURCE OF SUPPLY	145,097.05
65571	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	180.00
	EVERETT, CITY OF	ANIMAL SHELTER FEES 7/2010	ANIMAL CONTROL	13,284.00
65572	EVERGREEN PRINT	ENVELOPES	UTILITY BILLING	162.87
65573	EWING IRRIGATION	FERTILIZER	PARK & RECREATION FAC	904.31
65574	FEDEX	SHIPPING EXPENSE	GMA - STREET	117.34
65575	FERRELLGAS	PROPANE 45.2 GALLONS	SOLID WASTE OPERATIONS	61.29
	FERRELLGAS		WATER SERVICE INSTALL	61.30
	FERRELLGAS		TRAFFIC CONTROL DEVICES	61.30
	FERRELLGAS		ROADWAY MAINTENANCE	61.30
65576	FISHER, ROBERT	REIMBURSE MEAL	STORM DRAINAGE	14.00
65577	FIVE LOAVES BAKING	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
65578	FOREMOST PROMOTIONS	CRIME PREV SUPPLIES	GENERAL FUND	-52.19
	FOREMOST PROMOTIONS		CRIME PREVENTION	659.01
65579	GENERAL CHEMICAL	ALUM SULFATE 11.996 DRY TON	WASTE WATER TREATMENT	3,282.97
65580	GENERAL EQUIPMENT	(60) 65 GAL RECYCLE CARTS	SOLID WASTE OPERATIONS	4,506.90
65581	GEOTEST SERVICES INC	FIELD SAMPLING & LAB SERVICES	GMA - STREET	1,135.50
65582	GLORIA JEANE HAULING	REMOVAL ACP-39TH PL NE & 152ND	ROADWAY MAINTENANCE	2,400.00
65583	GOTCHA PEST CONTROL	PEST CONTROL SERVICE	LIBRARY-GENL	352.95
65584	GOVCONNECTION INC	VIDEO ARRAIGNMENT FAX MACHINES	POLICE ADMINISTRATION	990.44
65585	GRACE ACADEMY	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65586	GRANITE CONST CO	CSS-1 TACK	SPECIAL EVENTS & PROJECT	1,366.94
	GRANITE CONST CO	CLASS A/B ASPHALT	SPECIAL EVENTS & PROJECT	13,601.63
	GRANITE CONST CO		SPECIAL EVENTS & PROJECT	19,582.95
	GRANITE CONST CO	HOT MIX ASPHALT	ARTERIAL STREET-GENL	27,600.80
65587	GRAYBAR ELECTRIC CO	REPLACE STREET LIGHT @ STATE &	STREET LIGHTING	2,480.43
65588	HACH COMPANY	NITRIFICATION INHIBITOR	WASTE WATER TREATMENT	163.93
65589	HALL, SHIRLEY	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65590	HASLER, INC	MAIL MACHINE LEASE 17 MAR-10 T	OFFICE OPERATIONS	219.60
65591	HAYES ROOFING ENTER	REMOVAL/REPLACEMENT ROOF-WWTP	WASTE WATER TREATMENT	9,267.92
65592	HD FOWLER COMPANY	CULVERT GASKETS	STORM DRAINAGE	106.63
	HD FOWLER COMPANY	ELEC LOCATE FLAGS	STREET LIGHTING	119.46
	HD FOWLER COMPANY	GASKET,T BOLTS	WATER CAPITAL PROJECTS	215.03
	HD FOWLER COMPANY	WRENCHES,HAND SAW,BLADE,PAINT	STORM DRAINAGE	298.69
	HD FOWLER COMPANY	GASKETS,T-BOLTS,RETAINER GLAND	WATER SUPPLY MAINS	834.22
	HD FOWLER COMPANY	MJ SLEEVES,GLANDS,GASKET,T BOL	WATER CAPITAL PROJECTS	866.63
	HD FOWLER COMPANY		WATER CAPITAL PROJECTS	4,118.11
65593	HD SUPPLY WATERWORKS	3/4 " ADAPTERS	WATER/SEWER OPERATION	96.47
	HD SUPPLY WATERWORKS	METERS-ARMY RESERVOIR TRAINING	WATER SERVICE INSTALL	282.79
	HD SUPPLY WATERWORKS	OPERATOR WRENCH,BRASS SLEEVE,B	WATER SERVICE INSTALL	343.50
	HD SUPPLY WATERWORKS	METERS-ARMY RESERVOIR TRAINING	WATER SERVICE INSTALL	7,273.41
65594	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	3,762.28
65595	HOBART SERVICE	REPAIR CONVENTION OVEN	PUBLIC SAFETY FAC-GENL	814.61
65596	HOME DEPOT	(2) SHOP VACS	PARK & RECREATION FAC	34.69
65597	HORIZON	FERTILIZER	MAINTENANCE	111.73
65598	INFORMATION SERVICES	TELECOMMUNICATION SERVICES	OFFICE OPERATIONS	1,121.80
65599	IRON MOUNTAIN	SIDEWALK REPAIR	SIDEWALKS MAINTENANCE	119.08
	IRON MOUNTAIN	ROCK	STORM DRAINAGE	220.00
	IRON MOUNTAIN		STORM DRAINAGE	786.18
65600	JOHNSON, ALICIA M.	RELEASE FUNDS CASE # MP 08-409	GENERAL FUND	143.00
65601	JOHNSON, DIANE	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65602	JUDD & BLACK	REPAIR DRYER @ JAIL	PUBLIC SAFETY FAC-GENL	110.15
	JUDD & BLACK	REPAIR OVEN @ MOTHER NATURE CA	PARK & RECREATION FAC	162.90

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65603	JUSTICE SYSTEMS CORP	REBUILD INTERCOM @ PSB	PUBLIC SAFETY FAC-GENL	412.68
65604	K-MART	(7) BASKETBALL NETS	PARK & RECREATION FAC	53.14
65605	KESSELRINGS	AMMUNITION	POLICE TRAINING-FIREARMS	846.64
65606	KINNEY, PAUL	REIMBURSE MEAL	STORM DRAINAGE	14.00
65607	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	104.25
	KUNG FU 4 KIDS		RECREATION SERVICES	104.25
	KUNG FU 4 KIDS		RECREATION SERVICES	237.00
65608	LAB SAFETY SUPPLY	RUBBER STOPPERS	WATER/SEWER OPERATION	-1.93
	LAB SAFETY SUPPLY		WASTE WATER TREATMENT	24.38
65609	LARSON, LARRY	REIMBURSE CLEAN UP FRIDAY BBQ	UTIL ADMIN	253.74
65610	LEIRA	LEIRA TRAINING-HILL, A	TRIBAL GAMING-GENL	275.00
65611	LES SCHWAB TIRE CTR	REPAIR DRIVE AXLE TIRE-VEH #21	EQUIPMENT RENTAL	105.29
	LES SCHWAB TIRE CTR	STEER AXLE TIRE-VEH #252	EQUIPMENT RENTAL	501.85
	LES SCHWAB TIRE CTR	(4) PC 25 TIRES	ER&R	761.85
65612	LICENSING, DEPT OF	ALYZXANDRA, AMY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRIDGES, CHRISTOPHER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GAHMAN, CHERYL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KRAKO, CHRISTOPHER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MONTOYA, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PEARCE, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WINTER, BRITNEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	YOUNG, DANIEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ZINKGRAF, GREGORY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JACOBSON, STEVEN (LT RENEWAL)	GENERAL FUND	21.00
65613	LICENSING, DEPT OF	CREDIT CARD FEES	COMMUNITY DEVELOPMENT-	441.30
65614	MARTINEZ, ROXANA	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65615	MARYSVILLE FORD	REAR BRK ROTOR AND PAD SET	ER&R	217.15
	MARYSVILLE FORD	FRONT BRK ROTOR AND PAD SET	ER&R	417.98
65616	MARYSVILLE PRINTING	COLOR PAPER	RECREATION SERVICES	5.43
	MARYSVILLE PRINTING	(12) 11 X 17 COLOR COPIES	PARK & RECREATION FAC	82.17
	MARYSVILLE PRINTING	ENVELOPES	OFFICE OPERATIONS	117.78
	MARYSVILLE PRINTING	(168) FULL COLOR BROCHURES	RECREATION SERVICES	157.80
	MARYSVILLE PRINTING	BASKETBALL LEAGUE FLYERS	RECREATION SERVICES	547.34
65617	MARYSVILLE SCHOOL	ACE FACILITY USEAGE	RECREATION SERVICES	14.00
	MARYSVILLE SCHOOL	TMS FACILITY USEAGE	RECREATION SERVICES	112.00
	MARYSVILLE SCHOOL	ACE FACILITY USEAGE	RECREATION SERVICES	231.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	1,685.25
65618	MARYSVILLE SCHOOL	POOL USEAGE FEES	COMMUNITY EVENTS	300.00
65619	MARYSVILLE YMCA	POOL USEAGE 8/5 & 8/12	RECREATION SERVICES	90.00
65620	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 6802 84TH ST NE	PRO-SHOP	426.18
65621	MCCAIN TRAFFIC SPLY	SIGNAL CABINET FILTERS	TRANSPORTATION MANAGEN	129.01
	MCCAIN TRAFFIC SPLY	BRACKETS,POLE MOUNT	TRANSPORTATION MANAGEN	153.67
65622	MCCANN, MATT	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65623	MCCROREY, RICHARD		GENERAL FUND	100.00
65624	MCGREGOR HARDWARE	REPAIR PARTS FOR PSB & PARKS	PUBLIC SAFETY FAC-GENL	104.26
	MCGREGOR HARDWARE		PARK & RECREATION FAC	272.10
	MCGREGOR HARDWARE	MORTISE LOCK	LIBRARY-GENL	390.96
65625	MOORE, CINDY	REIMBURSE CD DIRECTOR SEARCH R	COMMUNITY DEVELOPMENT-	23.32
65626	MUTUAL MATERIALS CO	CONCRETE CAPS	PUMPING PLANT	41.92
65627	MYER, JANET	INSTRUCTOR SVCES	SENIOR CENTER	67.20
65628	NATURAL RESOURCES	FOREST LAND ASSESSMENT FEES	SOURCE OF SUPPLY	66.52
65629	NAVIGATION ELECTRONI	TSC1 DATA CABLE	WATER/SEWER OPERATION	-13.36
	NAVIGATION ELECTRONI		UTIL ADMIN	163.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/16/2010 TO 09/22/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
65630	NELSON PETROLEUM	GASOLINE AND DIESEL CONSUMED	MAINTENANCE	1,510.88
65631	NEWMAN TRAFFIC SIGNS	(12)R X R SIGNS	CITY STREETS	-68.20
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	861.26
65632	NOBLE, DONNA	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65633	NORTH COAST ELECTRIC	MANUAL MOTOR STARTER	WASTE WATER TREATMENT	180.81
	NORTH COAST ELECTRIC	FUSES-88TH ST LIFT STATION	SEWER LIFT STATION	353.15
65634	NORTH SOUND HOSE	JET HOSE REPAIR- # H003	STORM DRAINAGE	25.11
	NORTH SOUND HOSE		SEWER MAIN COLLECTION	25.12
65635	OBOM CONSTRUCTION	BUILDING BUILT OVER BOOSTER PU	WATER CAPITAL PROJECTS	30,255.96
65636	OFFICE DEPOT	OFFICE SUPPLIES	BUILDING MAINTENANCE	2.01
	OFFICE DEPOT		EQUIPMENT RENTAL	2.01
	OFFICE DEPOT		CITY CLERK	4.67
	OFFICE DEPOT		POLICE ADMINISTRATION	5.00
	OFFICE DEPOT		POLICE PATROL	10.33
	OFFICE DEPOT		OFFICE OPERATIONS	12.00
	OFFICE DEPOT		UTILITY BILLING	13.86
	OFFICE DEPOT		ENGR-GENL	15.43
	OFFICE DEPOT		UTIL ADMIN	16.34
	OFFICE DEPOT		UTILITY BILLING	20.13
	OFFICE DEPOT		ENGR-GENL	22.30
	OFFICE DEPOT		PARK & RECREATION FAC	58.11
	OFFICE DEPOT		OFFICE OPERATIONS	59.73
	OFFICE DEPOT		CITY CLERK	65.35
	OFFICE DEPOT		CITY COUNCIL	65.35
	OFFICE DEPOT		PERSONNEL ADMINISTRATIO	73.57
	OFFICE DEPOT		LEGAL - PROSECUTION	115.20
	OFFICE DEPOT		EXECUTIVE ADMIN	133.87
	OFFICE DEPOT		POLICE PATROL	195.00
	OFFICE DEPOT		POLICE PATROL	236.45
65637	PACIFIC GEEK	NEW OFFICER LAPTOP	GENERAL FUND	-80.06
	PACIFIC GEEK		POLICE PATROL	1,010.91
65638	PACIFIC NW BUSINESS	TONER	UTILITY BILLING	61.85
	PACIFIC NW BUSINESS		CITY CLERK	61.85
65639	PACIFIC POWER BATTER	BATTERIES	ER&R	37.53
65640	PARKER, RUSS	DRAIN PLUG AND 10 PC SOCKETS	EQUIPMENT RENTAL	273.39
65641	PARTS STORE, THE	LIGHT BULBS	EQUIPMENT RENTAL	8.80
	PARTS STORE, THE	LICENSE PLATE LIGHT ASSEMBLY-	EQUIPMENT RENTAL	12.60
	PARTS STORE, THE	RING SEAL	MAINTENANCE	14.10
	PARTS STORE, THE	LIGHT BULBS	EQUIPMENT RENTAL	17.59
	PARTS STORE, THE	DETAIL SPRAY,TIRE WET,AIR FRES	GENERAL SERVICES - OVERH	26.41
	PARTS STORE, THE	LOWER BALL JOINT - # P106	EQUIPMENT RENTAL	106.06
	PARTS STORE, THE	OIL,AIR,FUEL FILTERS,BULBS,TIE	ER&R	154.35
65642	PEAVEY,LYNN COMPANY	PATROL SUPPLIES	POLICE PATROL	135.07
65643	PESEAU, DEE	REFUND CLASS FEES	PARKS-RECREATION	105.00
65644	PICK OF THE LITTER	HEALTHY COMM SIGN DESIGN	COMMUNITY EVENTS	65.00
65645	POLICE & SHERIFFS PR	SECURE ID CARD	GENERAL FUND	-1.07
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	13.51
65646	POLLARDWATER.COM	M97 LOOP LOCATOR	UTILITY LOCATING	691.30
65647	PROFORCE LAW ENFORC	TASER CREDIT	POLICE PATROL	-1,302.12
	PROFORCE LAW ENFORC	TASER PURCHASE	POLICE PATROL	3,076.48
65648	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	31.27
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	31.71
	PUD	ACCT #2035-4017-4	PARK & RECREATION FAC	55.57

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/16/2010 TO 09/22/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
65648	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	56.19
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEN	75.99
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEN	92.61
	PUD	ACCT #2020-0351-3	PUMPING PLANT	103.99
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT	105.63
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT	689.21
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT	713.03
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	870.86
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,287.50
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,668.27
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,855.10
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,037.56
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,041.37
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,339.48
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	2,778.74
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT	6,590.34
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	11,243.03
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	14,069.14
65649	RED E TRUCKING	DUMP TRUCK RENTAL	SPECIAL EVENTS & PROJECT	4,567.50
65650	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	1,267.81
65651	RSC EQUIPMENT RENTAL	WACKER RENTAL	SPECIAL EVENTS & PROJECT	633.54
65652	SISKUN POWER EQUIPME	AIR FILTER- # 599	EQUIPMENT RENTAL	19.00
	SISKUN POWER EQUIPME	BRUSH CUTTING ACCESSORIES	WATER RESERVOIRS	211.97
65653	SIX ROBBLEES INC	TRAILER JACK- #888	EQUIPMENT RENTAL	103.27
65654	SMOKEY POINT CONCRET	ENVIROMENTAL CHARGE CREDIT	WATER CAPITAL PROJECTS	-370.88
	SMOKEY POINT CONCRET	DITCHING MATERIAL DISPOSAL	STORM DRAINAGE	106.40
	SMOKEY POINT CONCRET		STORM DRAINAGE	186.63
	SMOKEY POINT CONCRET	FILL FOR EDWARD SPRINGS	WATER CAPITAL PROJECTS	224.95
	SMOKEY POINT CONCRET	DITCHING MATERIAL DISPOSAL	STORM DRAINAGE	244.02
	SMOKEY POINT CONCRET		STORM DRAINAGE	247.45
	SMOKEY POINT CONCRET	SIDEWALK REPAIR	SIDEWALKS MAINTENANCE	312.77
	SMOKEY POINT CONCRET	FILL FOR EDWARD SPRINGS	WATER CAPITAL PROJECTS	314.83
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	335.85
	SMOKEY POINT CONCRET	DITCHING MATERIAL DISPOSAL	STORM DRAINAGE	348.44
	SMOKEY POINT CONCRET		STORM DRAINAGE	418.44
	SMOKEY POINT CONCRET	FILL FOR EDWARD SPRINGS	WATER CAPITAL PROJECTS	423.26
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	447.87
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	452.04
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	674.30
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	704.10
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	709.74
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	723.98
	SMOKEY POINT CONCRET	SIDEWALK REPAIR	SIDEWALKS MAINTENANCE	755.31
	SMOKEY POINT CONCRET	FILL FOR EDWARD SPRINGS	WATER CAPITAL PROJECTS	855.26
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	1,011.44
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	1,022.52
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	1,133.82
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	1,254.81
	SMOKEY POINT CONCRET		WATER CAPITAL PROJECTS	1,318.95
	SMOKEY POINT CONCRET	ROCK-104TH CULVERT REPAIR	STORM DRAINAGE	1,503.46
65655	SNAP-ON INCORPORATED	COOLING SYSTEM PRESSURE TEST K	EQUIPMENT RENTAL	565.07
65656	SNO HEALTH DISTRICT	(4) HEP B SHOTS	PERSONNEL ADMINISTRATIO	368.00
65657	SNOHOMISH STORAGE	DELTA RELOCATION COSTS-STORAGE	CAPITAL OUTLAY	175.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/16/2010 TO 09/22/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
65658	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	61,891.86
65659	SOLID WASTE SYSTEMS	ARM DUMP CYLINDER	ER&R	1,473.25
65660	SOUND HARLEY	MOTORCYCLE REPAIR	POLICE PATROL	340.77
65661	SOUND SAFETY	SAFTEY GLASSES,GLOVES	ER&R	31.61
	SOUND SAFETY	JEANS-KING, TED	GENERAL SERVICES - OVERH	34.62
	SOUND SAFETY	LATEX GLOVES	ER&R	34.87
	SOUND SAFETY	JEANS-KINNEY, H	TRANSPORTATION MANAGEM	80.26
	SOUND SAFETY	SORBENT BOOMS	ER&R	130.32
65662	STATE AUDITORS OFFIC	AUDIT PERIOD 09-09	NON-DEPARTMENTAL	278.85
	STATE AUDITORS OFFIC		ADMIN-FINANCE	278.85
65663	SUBURBAN PROPANE	PROPANE 113.1 GALLONS	PARK & RECREATION FAC	486.26
65664	SUMMIT SUPPLY CORP	32 GAL DOME LID- PSB	GENERAL FUND	-9.98
	SUMMIT SUPPLY CORP		PUBLIC SAFETY FAC-GENL	125.98
65665	SUNNYSIDE NURSERY	PLANTS-JENNINGS	PARK & RECREATION FAC	112.29
65666	SWICK-LAFAVE, JULIE	REIMBURSE MICROWAVE PURCHASE	DETENTION & CORRECTION	53.22
65667	SYSTEMS INTERFACE	INLET FLOW METER	WATER RESERVOIRS	2,144.85
65668	TACTICAL OFFICERS	TACTICAL OFFICER ASSN DUES-GOL	POLICE PATROL	150.00
65669	TAYLOR, IRIS	REFUND DEPOSIT FOR RENTAL	GENERAL FUND	100.00
65670	TOON, BRIAN		GENERAL FUND	100.00
65671	TRANSPORTATION, DEPT	CORRECTION CREDIT INV RE313ATB	GMA - STREET	-146.40
	TRANSPORTATION, DEPT	PROJECT COSTS 6/2010	GMA - STREET	273,457.39
65672	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	44.35
65673	UNITED RENTALS	(6) FLAT TIP SHOVELS	ER&R	64.44
	UNITED RENTALS	NYLON TRIM LINE	PARK & RECREATION FAC	236.90
65674	UNITED SITE SERVICES	(2) STORAGE CONTAINERS	UTIL ADMIN	162.90
65675	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION 8/2010	UTILITY LOCATING	519.10
65676	VERIZON/FRONTIER	ACCT #404449227007	PERSONNEL ADMINISTRATIO	53.90
	VERIZON/FRONTIER	ACCT #109471572710	POLICE INVESTIGATION	57.69
	VERIZON/FRONTIER	ACCT #103957234007	WASTE WATER TREATMENT	64.71
	VERIZON/FRONTIER	ACCT #1109792481505	UTIL ADMIN	74.92
	VERIZON/FRONTIER	ACCT #109471572710	RECREATION SERVICES	79.99
	VERIZON/FRONTIER	ACCT #102746380105	COMMUNICATION CENTER	99.97
	VERIZON/FRONTIER	ACCT #102857559902	LIBRARY-GENL	104.07
	VERIZON/FRONTIER	ACCT #404449227007	MUNICIPAL COURTS	214.00
65677	VERIZON/FRONTIER	ACCT #106241644206	CENTRAL SERVICES	1,260.07
65678	VINSON, DANIEL	REIMBURSE TRAVEL/TRAINING EXPE	POLICE INVESTIGATION	160.69
65679	WALL, SHANTEL	REFUND CLASS FEES	PARKS-RECREATION	10.00
65680	WEST PAYMENT CENTER	WEST INFORMATION CHARGES 8/201	LEGAL - PROSECUTION	518.56
65681	WESTERN PETERBILT	HEATER FAN/TEMP CONTROL KNOB	ER&R	43.59
	WESTERN PETERBILT	CAB VENTILATION FAN- # J006	EQUIPMENT RENTAL	432.94
65682	WIERSMA, ALEX	REIMBURSE TRAINING/TRAVEL EXPE	POLICE INVESTIGATION	145.69
65683	WOODMANSEE, LAUREN	INSTRUCTOR SERVICES	RECREATION SERVICES	556.75

WARRANT TOTAL:

1,222,230.94

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 11, 2010

AGENDA ITEM: Contract Award – Public Safety Building Lighting Retrofit	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Certified Bid Tabulation• Vicinity Map	
BUDGET CODE:	AMOUNT: X

SUMMARY:

The Public Safety Lighting Retrofit project includes the retrofit of existing lighting, florescent fixtures and switches within the Public Safety complex buildings. Converting the existing lighting to more energy efficient lighting will generate significant long-term savings for the City.

The City was awarded \$25,137 in Energy Efficiency and Conservation Block Grants (EECBG) for this project. In addition, the project is estimated to receive up to \$37,458 in rebates from Snohomish County PUD by converting to energy efficient lighting.

The project was advertised for a September 30, 2010 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$ X
Management Reserve:	\$ X
Sub Total:	\$ X
EECBG:	\$ (\$25,137.00)
Estimated PUD Rebate:	\$ (\$37,458.00)
Total:	\$ X

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for the Public Safety Lighting Retrofit contract to X in the amount of \$ X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$ X.

Vicinity Map



CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 11, 2010

AGENDA ITEM: Contract Award – Boys and Girls Club Lighting Retrofit	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Certified Bid Tabulation• Vicinity Map	
BUDGET CODE:	AMOUNT: X

SUMMARY:

The Boys and Girls Club Lighting Retrofit project includes the retrofit of existing lighting and florescent fixtures within the Boys and Girls Club located on 10th St.

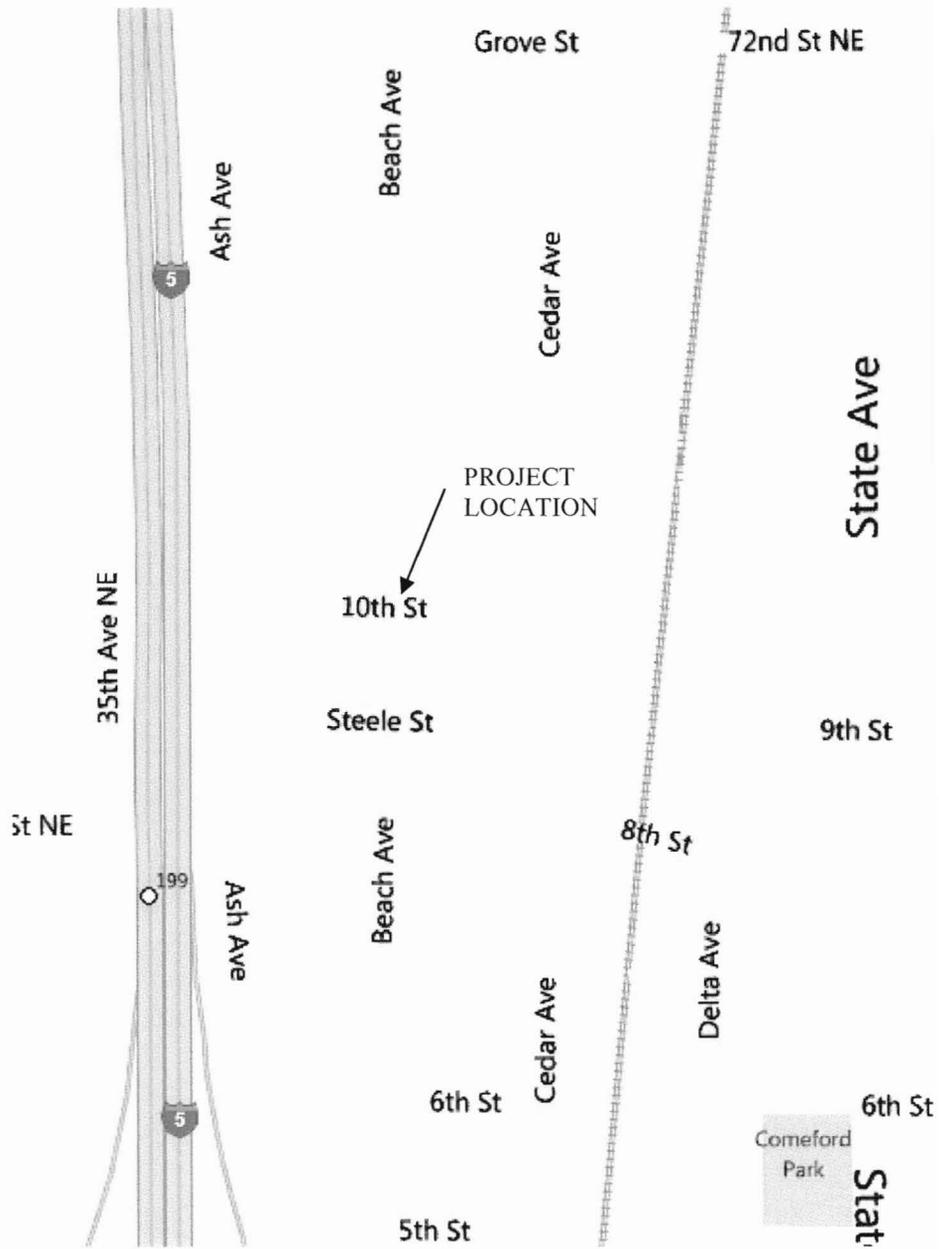
The City was awarded \$5,882 in Energy Efficiency and Conservation Block Grants (EECBG) for this project. In addition, the project is estimated to receive up to \$5,224.52 in rebates from Snohomish County PUD by converting to energy efficient lighting.

The project was advertised for a September 30, 2010 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was X. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$ X
<u>Management Reserve:</u>	<u>\$ X</u>
Sub Total:	\$ X
EECBG:	\$ (\$5,882.00)
<u>Estimated PUD Rebate:</u>	<u>\$ (\$5,224.52)</u>
Total:	\$ X

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for the Boys and Girls Club Lighting Retrofit contract to X in the amount of \$ X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$ X.

Vicinity Map



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 11, 2010

AGENDA ITEM: Addendum #1 to Interlocal Agreement for Jail Services with Snohomish County Jail	AGENDA SECTION:	
PREPARED BY: Lieutenant Darin Rasmussen	APPROVED BY: Chief Richard Smith	
ATTACHMENTS: Addendum No. 1 to Snohomish County Interlocal Agreement for Jail Services; Snohomish County Interlocal Agreement for Jail Services		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Marysville Police Department currently has a contract with the Snohomish County Jail to house Marysville Municipal prisoners which expires December 31, 2010. Snohomish County jail has amended its 2010 interlocal agreement through this addendum to correct specific errors noted in the agreement.

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 Addendum No. 1 to the Interlocal Agreement for Jail Services with Snohomish County Jail
COUNCIL ACTION:

ADDENDUM NO. 1
TO INTERLOCAL AGREEMENT FOR JAIL SERVICES
SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE

THIS ADDENDUM NO. 1 is entered into concurrently with the Interlocal Agreement For Jail Services between Snohomish County and the City of Marysville (“Jail Services Interlocal”). The terms of this Addendum supersede in all respects any inconsistent terms of the Jail Services Interlocal.

The parties agree to amend and/or supplemental the Jail Services Interlocal as follows:

1. By deleting the reference to “Section 9(d)” in Paragraph 8.F of the Jail Services Interlocal to read “Section 9(E)”. The corrected Paragraph 8.F shall read as follows:

F. The COUNTY will provide transportation of CITY inmates to the following courts for arraignment, trial or other hearing as required by the following Divisions of the Snohomish County District Court: Cascade Division, Everett Division, Evergreen Division and South Division, PROVIDED that should the COUNTY consolidate all in-custody District Court matters into one Division of the District Court, then the COUNTY will provide transportation only to the consolidated court location. Nothing in this Agreement shall be construed to prevent the CITY from transporting its own inmates to and from a court appearance. The COUNTY will provide transportation of CITY inmates to and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 9.E. The CITY will furnish all other transportation of CITY Inmates.

2. By deleting the reference to “Section 3(a)” in Paragraph 1.D of Exhibit B of the Jail Services Interlocal to read “Section 3(A)”. The corrected Paragraph 1.D of Exhibit B shall read as follows:

D. “Work Crew In Custody” or “WC In Custody” means that Community Corrections Program described in Section 3(A) of Exhibit B of this Agreement.

3. By deleting the reference to “Section 3(b)” in Paragraph 1.E of Exhibit B of the Jail Services Interlocal to read “Section 3(B) of Exhibit B. The corrected Paragraph 1.E of Exhibit B shall read as follows:

E. "Work Crew Out of Custody" or "WC Out of Custody" means that Community Corrections Program described in Section 3(B) of Exhibit B of this Agreement.

4. By deleting the reference to "Section 3(a)" in Paragraph 3.C of Exhibit B of the Jail Services Interlocal to read "Section 3(A) of Exhibit B. The corrected Paragraph 3.C of Exhibit B shall read as follows:

C. Additionally, if a CITY Inmate who is sentenced to secure confinement meets the requirements set forth in Section 3(A) of Exhibit B, the CITY Inmate may be classified as a minimum security resident (MSR) and relocated as spelled out in Snohomish County Code 5.20.

5. By deleting the reference to "Section 5(b)(i)" in Paragraph 5.D of Exhibit B of the Jail Services Interlocal to read "Section 5(B)" of Exhibit B. The corrected Paragraph 5.D of Exhibit B shall read as follows:

D. In the event that a CITY Inmate is terminated from a Community Corrections Program and is transferred to the COUNTY Jail pursuant to Section 5(B) of Exhibit B hereof, the CITY shall be billed for the day in which the transfer occurs pursuant to its Jail Services Agreement and not pursuant to this Agreement.

EXCEPT AS AMENDED HEREIN, ALL PROVISIONS OF THE JAIL SERVICES INTERLOCAL SHALL REMAIN IN FULL FORCE AND EFFECT.

"COUNTY"
Snohomish County

"CITY"
City of Marysville

Aaron Reardon, County Executive
DATE: _____

Jon Nehring, Mayor
DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecutor Attorney
DATE: _____

City Attorney
DATE: _____

APPROVAL RECOMMENDED:

John Lovick, Sheriff

DATE: _____

REVIEWED BY RISK MANAGEMENT:

Diane Weber, Loss Control Manager

DATE: _____

INTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (the "Agreement") is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY) and the City of [Marysville], a municipal corporation of the State of Washington (hereinafter CITY).

NOW, THEREFORE, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), the COUNTY and CITY hereby agree as follows:

Section 1 Definitions

- A. The term "Jail" means a COUNTY operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the Snohomish County Main Jail and Community Corrections.
- B. The term "Book" means the act of registering, screening and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement.
- C. The term "CITY Inmate" means a person Booked or housed in the Jail for whom the CITY is a billable agency under the procedure set out in Section 6.
- D. The term "COUNTY Inmate" means any person Booked or housed in the Jail who is not a CITY Inmate.
- E. The term "Bureau Chief" means the Corrections Bureau Chief, Snohomish County Sheriff's Office.
- F. The term "CITY Municipal Code" means the Municipal Code of the CITY signing this Agreement.
- G. The term "CITY Municipal Court" means the Court of Limited Jurisdiction charged with hearing violations of the CITY Municipal Code, including any division of the COUNTY District Court acting for the CITY via a service contract.
- H. The term "Cities" means collectively all cities that have executed Interlocal Agreements for Jail Services with the COUNTY in substantially the same form as this Agreement.

- I. The term "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.
- J. The term "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m. excluding COUNTY recognized holidays,
- K. The term "maximum allowable population level" means the greatest allowable number of inmates that can be held in the Jail in a safe, secure humane manner. The maximum allowable population level shall be determined by the Sheriff or his designee.

Section 2 Purpose

Under the authority of Chapter 70.48 RCW, the COUNTY maintains a Jail. The CITY from time to time desires to confine CITY inmates in the COUNTY Jail. In return for payment as specified in Section 9, the COUNTY agrees to furnish its facilities and personnel for confinement of CITY prisoners subject to the terms of this agreement. Community Corrections options will also be made available to qualifying CITY Inmates based on rules and conditions as laid out in Exhibit B, attached hereto and incorporated herein by reference.

Section 3 Term

This Agreement shall be in effect from the date of signature and shall continue until December 31, 2014, or until terminated by either party in accordance with Section 4, PROVIDED that the COUNTY'S obligations are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 4 Termination

In the event that either party desires to terminate this agreement, one (1) year's written notice shall be provided to the other party.

Section 5 Population Level Limitation

In the event that the Jail's maximum acceptable population level is reached, inmates who are confined on Snohomish County charges or commitments will have first priority. In the event that inmate's are required to leave the Jail, out-of-county inmates shall be the first inmates removed. Every effort will be made to manage the average daily population (ADP), including booking restrictions as a method to lower the ADP. The Bureau Chief shall have final authority on reduction measures.

Section 6 Placing CITY Inmates in Jail by Law Enforcement Personnel

Subject to the conditions stated herein, and the constraints listed in the previous sections, the COUNTY will accept arrested persons delivered to the Jail for confinement, including persons arrested for, or convicted of, violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the CITY.

- A. CITY law enforcement personnel will follow all Jail procedures when presenting arrested persons for Booking.
- B. The Jail will not receive a person into custody until the officer having custody of the person provides the Jail with proper documentation of the Jail's legal basis to hold the person in custody. Proper documentation will consist of an arrest warrant, the order of a court of competent jurisdiction, or a properly completed Notice of Arrest on the form provided by the court into which the person is being cited.
- C. An arrested person will not be considered a CITY Inmate for purposes of this Agreement until transfer of custody is complete. Transfer of custody from CITY law enforcement personnel to the Jail will not occur until the Jail receives both the legal basis to hold the arrested person and has medically cleared the arrested person as "fit for Jail". The Bureau Chief shall have final authority on all "fir for Jail" determinations.
- D. A CITY police officer may request that a person be Booked for information purposes only (I.D. Booking), in which case, the person will be Booked and immediately thereafter returned to the custody of the CITY police officer.
- E. Conditions under which an inmate is billable to a CITY:
 - a. Inmate Status: An inmate is billable to a CITY during the time period when:
 - i. The inmate is being held on violation of a misdemeanor or gross misdemeanor or on a warrant or court order issued by the CITY's Municipal Court;
 - ii. The inmate is not being held on any active County felony charge; and
 - iii. The inmate is not a Federal inmate who can be removed by the Federal agency without regard to local charges.
 - b. An inmate is also billable to a CITY during the time when:
 - i. The inmate is billable to a CITY in accordance with Section

6(E)(a); and;

- ii. The inmate is being held by the State for a violation of the Offender Accountability Act and the CITY will not allow the State to move the inmate.

F. Active vs. Inactive Charges: A charge is considered inactive and not relevant for billing purposes when:

- a. The inmate receives a personal recognizant release, posts bail or finishes serving a sentence on that charge; or
- b. The charge is dismissed, not filed or otherwise withdrawn; or
- c. The charge carries a consecutive sentence the prisoner has not yet begun to serve; or
- d. The agency with jurisdiction on that charge cannot remove the inmate to its own facility until other charges requiring the inmate's custody in the Jail are satisfied.

G. Booking Fees: Booking fees are assessed against the Cities or agencies billable at time of Booking. A CITY that becomes billable only when Booking charges become inactive or when new charges are added is not responsible for any part of the Booking fee.

H. A City will not be billed for subsequent Bookings when the inmate:

- a. Returns from a furlough or temporary removal order, unless the inmate is arrested and charged with escape for failing to return voluntarily; or
- b. Is serving a sentence on weekends; or
- c. Has more charges than can be contained in single Booking record, requiring the creation of a new Booking.

I. The CITY will be billed for a subsequent Booking following a break in custody when the inmate:

- a. Is Booked on new charges; or
- b. Returns to custody on a warrant or bond surrender or to serve a sentence on a charge on which the inmate was previously Booked; or
- c. Did not return voluntarily from a court ordered temporary removal order

or furlough but rather was returned under arrest and charged with escape.

Section 7 Walk-In Commitments

- A. Subject to the conditions stated herein, the COUNTY will accept persons sentenced to a term of confinement to Jail by a CITY Municipal Court, including persons convicted of violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law and the terms of the judicial Order of Commitment, or returned to the custody of the CITY.
- B. A person reporting for commitment will not be Booked until a valid judicial Order of Commitment has been received from the CITY Municipal Court.
- C. A person reporting for commitment will not be considered a CITY inmate for the purposes of this Agreement until the person is accepted for Booking. Acceptance for Booking will occur when the Jail receives an Order of Commitment and has medically cleared the person reporting for commitment as “fit for Jail”. In the event that a person reporting for commitment is not accepted for Booking, the Jail will notify the CITY Municipal Court of the person’s non-acceptance and the reason for the non-acceptance. Notification will occur on the same day if the non-acceptance occurs during a Business Day or on the following Business Day if the non-acceptance occurs after the end of a Business Day.

Section 8 Rules Relating to Prisoners in Custody.

- A. Persons convicted of violations of the CITY Municipal Code may earn early release time of up to one third of the total sentence as authorized by Chapter 9.94A RCW.
- B. Investigators directed by the CITY attorney and CITY police officers will have the right to interview CITY inmates inside the confines of the Jail, subject to necessary operational and security rules. Interview rooms will be made available as appropriate to CITY police officers in equal priority with those of other CITY police departments.
- C. CITY Inmates will be under the complete charge of the COUNTY and subject to all applicable rules of the Jail, including any emergency security rules imposed by the Bureau Chief. It is expressly agreed by the CITY that visitation and telephone privileges of CITY inmates, if any, will be the same as COUNTY inmates and subject to applicable requirements of law.
- D. The Jail will be administered by the COUNTY in accordance with the rules and regulations of the COUNTY, COUNTY ordinances and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails.

- E. CITY Inmates may be made inmate workers at the discretion of the COUNTY, and such inmates may be allowed by the COUNTY to work on public property.
- F. The COUNTY will provide transportation of CITY inmates to the following courts for arraignment, trial or other hearing as required by the following Divisions of the Snohomish County District Court: Cascade Division, Everett Division, Evergreen Division and South Division, PROVIDED that should the COUNTY consolidate all in-custody District Court matters into one Division of the District Court, then the COUNTY will provide transportation only to the consolidated court location. Nothing in this Agreement shall be construed to prevent the CITY from transporting its own inmates to and from a court appearance. The COUNTY will provide transportation of CITY inmates to and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 9(d). The CITY will furnish all other transportation of CITY Inmates.

Section 9 Fees

- A. The CITY will pay the COUNTY fees for services as follows:
 - a. Booking Fee: A Booking Fee shall be assessed for the Booking of CITY Inmates by or on behalf of the CITY into the Jail. It is the only fee charged for inmates released within four (4) hours of Booking into the Jail. The 2010 Booking Fee shall be ninety dollars (\$90) per Booking.
 - b. Daily Maintenance Fee: A Daily Maintenance Fee shall be assessed for each calendar day that a CITY Inmate is housed in the Jail. This fee shall not be charged for inmates released within four (4) hours of Booking. The 2010 Daily Maintenance Fee shall be sixty-two dollars and fifty cents (\$62.50) per day for each housing day.
 - c. Work Release Daily Fee: A Work Release Daily Fee shall be assessed for each calendar day that a CITY Inmate is housed in the Work Release facility. The 2010 Work Release Daily Fee shall be forty-two dollars (\$42) per day for each housing day.
 - d. Electronic Home Detention (EHD) daily fee: An EHD daily fee shall be assessed for each calendar day that a CITY Inmate participates in the EHD program. The 2010 EHD daily fee shall be sixteen dollars (\$16) per day for each housing day. The COUNTY will prorate the CITY's fee based on an inmate's ability to pay a portion of the EHD fee.
 - e. In-Custody Work Crew Daily Fee: An In-Custody Work Crew Daily Fee shall be assessed for each calendar day that a CITY Inmate participates in the In-Custody Work Crew program. The 2010 In-Custody Work Crew Fee shall

be forty-two dollars (\$42) per day for each housing day.

- B. The billing process calculates booking and daily inmate charges using proportional methodology. If multiple jurisdictions have an open misdemeanor charge on an individual, the jurisdictions will share the cost as long as an open charge persists for that agency. A contract agency is billed for booking an individual for its misdemeanor charge or charges. If there are open charges with more than one contract agency, each agency will be billed in equal portions. The same process applies for determining the daily billing. When a contracting agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency. If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges. Additionally, there will be no partial days billed. The billing process looks at who is billable to whom each day and bills accordingly. See Exhibit A attached hereto and incorporated herein by reference.
- C. Fees will increase each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year. In no event shall the increase be greater than three percent (3%).
- D. In July each year, the COUNTY will provide the CITY with Fees for the following year. Annual revision of fees will be established by notice to the CITY, as provided in Section 14. The new fees will go into effect with the January billing.
- E. Costs incurred for necessary medical services provided to CITY Inmates beyond routine medical examinations, tests, procedures and prescriptions will be borne by the CITY in addition to the basic rates set out in Section 9(A). If an inmate suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the inmate's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail is hereby granted the authority to seek necessary medical services for CITY Inmates without consulting with CITY officials; PROVIDED, that when it appears that a CITY Inmate, due to illness, will incur unusual or substantial medical expenses, the COUNTY shall notify the CITY prior to seeking treatment unless immediate treatment is required for a life threatening emergency. If the Custody or Medical Supervisor(s) on duty orders immediate treatment, the COUNTY will notify the CITY as soon after the event as possible. The CITY and the COUNTY will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Snohomish County policies and procedures regarding HIPAA. The COUNTY will credit amounts received from the inmate's own health insurance and applicable public assistance before billing the CITY.

Section 10 Method of Payment & Billing Dispute Resolution Procedure

- A. The COUNTY shall transmit billings to the CITY monthly. Within thirty (30) days after receipt, the CITY shall pay the full amount billed.
- B. Payments from the CITY shall clearly indicate that the payment is for Jail services and the period covered by the payment.
- C. If a CITY disputes amounts billed, it shall have thirty (30) days after receipt of billing to notify the COUNTY of alleged mistakes incorrectly calculating the amount the CITY owes the COUNTY. The CITY will provide the COUNTY with documentation for all alleged discrepancies. The COUNTY will address all alleged discrepancies within fifteen (15) working days of receipt of documentation. Credits for resolved discrepancies will be reflected on next billing cycle. The COUNTY will notify the CITY of all unresolved discrepancies.
- D. Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:
 - a. The Bureau Chief and CITY Police Chief or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, the dispute shall be appealed to the Chief Executive Officer of the CITY and the COUNTY Executive for settlement. If not resolved within thirty (30) days of referral, the Chief Executive Officer of the CITY and the COUNTY Executive 1) may by mutual written consent apply to the Presiding Judge of the Snohomish County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. OR 2) may invoke the procedures set out in RCW 39.34.180(3) for binding arbitration. Each party shall pay one-half of any arbitration fees incurred.
 - b. Any amount withheld from a billing, which is determined to be owed to the COUNTY pursuant to the dispute resolution procedure described herein, shall be paid by the CITY within thirty (30) days of the date of the negotiated resolution or appeal determination.
- E. Any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure set forth in Section 10(D) that are not paid within thirty (30) days of dispute resolution, shall be conclusively established as a lawful debt owed to the COUNTY by the CITY, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall not limit a CITY's ability to challenge or dispute any billings that have been paid by the CITY.

- F. If the CITY fails to pay a billing within forty-five (45) days of receipt, the CITY shall be deemed to have waived its right to house CITY Inmates in the Jail and, at the COUNTY's request, will remove CITY Inmates already housed in the Jail within thirty (30) days. Thereafter, the COUNTY, at its sole discretion, may accept no further CITY Inmates until all outstanding bills are paid.
- G. The COUNTY may charge an interest rate equal to the interest rate on the monthly COUNTY investment earnings on any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure.
- H. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

Section 11 Indemnification

- A. The COUNTY shall defend, indemnify and hold harmless the CITY and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, judgments and/or damages including attorney's fees of any nature whatsoever, by reason of or arising out of any negligent action or omission, tortuous actions, or civil rights violations under State or Federal Law of the COUNTY, its officers, agents, and employees, or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that, the CITY retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the CITY and its officers, agents, and employees, or any of them, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.
- B. The CITY shall defend, indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, judgments and/or damages including attorney's fees of any nature whatsoever, by reason of or arising out of any negligent act or omission, tortuous actions or civil rights violations under State or Federal Law of the CITY, its officers, agents, and employees, or any of them related to the arrest or confinement of a CITY inmate. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and

employees, or any of them, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, or any of them, the CITY shall satisfy the same.

- C. In the event of the concurrent negligence of the parties, the COUNTY's and the CITY's obligations hereunder shall apply to the percentage of fault attributable to the COUNTY and CITY or the COUNTY's and CITY's agents, employees or officials respectively.
- D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the CITY's indemnity under Washington's Industrial Insurance act, Title 51 RCW, as respects the COUNTY only, and only to the extent necessary to provide the COUNTY with a full and complete indemnity of claims made by the CITY's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- E. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility, which arises in whole or in part from the existence or effect of the CITY Municipal Code, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY Municipal Code, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.
- F. The terms of Section 11 shall survive the termination or expiration of this Agreement.

Section 12 Non-Waiver of Rights

Except as provided in subsections 11(E) or 11(F), no waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

Section 13 Modification / Amendment

All provisions of this Agreement may be modified and amended with the written consent of the parties. This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this agreement.

Section 14 Notices

- A. All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by certified mail to the Bureau Chief.
- B. All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by certified mail to the Chief Law Enforcement Officer of the CITY.
- C. The Bureau Chief and the Chief Law Enforcement Officer of the CITY, shall be the administrators of this Agreement pursuant to RCW 39.34.030(4)(a).

Section 15 Entire Agreement

- A. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- B. Nothing in this Agreement shall limit the ability of the COUNTY to contract with other entities at different rates or terms.

Section 16 Force Majeure

In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

Section 17 Severability

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

Section 18 No Creation of or Expansion of Duty to Supervise;
No Partnership or Joint Venture

- A. Nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the COUNTY. By agreeing to provide the Community Corrections Programs described in Exhibit B to the CITY, the COUNTY is not agreeing to any supervision of CITY inmates except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the CITY, the CITY Municipal Court or the CITY Municipal Court's probation department to the COUNTY of its duty of supervision.
- B. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

Section 19 Offer

- A. This Agreement is offered to all entities currently contracting with the COUNTY for jail services who are current in their payments to the COUNTY as defined in their existing contracts. Any entity that is not current, but has negotiated a payment arrangement with the COUNTY and is following the terms of that arrangement shall be offered the opportunity to sign this Agreement.
- B. This Agreement may be offered to entities not previously contracting with the COUNTY for jail services.
- C. This Agreement shall be offered first to currently contracting entities, and only then to non-contracting entities. However, it is the date of acceptance of this Agreement that shall control any section that considers order of signature rather than the date of the offer.

Section 20 Filing

Pursuant to Chapter 39.34 RCW, a copy of this Agreement as fully executed shall be filed by the COUNTY with the County Auditor and by the CITY with the City Clerk.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement by subscribing their names ad follows:

SNOHOMISH COUNTY

CITY OF

Aaron Reardon Date
COUNTY EXECUTIVE

Dennis L Kendall

Date
MAYOR

ATTEST:

Date

*Approved AS TO FORM:
Sharon K. Willard
City Attorney*

APPROVED AS TO FORM:

DEPUTY PROSECUTING ATTORNEY Date

EXHIBIT A

PROPORTIONAL BILLING

Each day the billing program examines the open charges for each active booking and applies uniform rules for determining billable charges and identifying the billable agencies.

The procedure for selecting the billable charges and responsible agencies is outline below. The program proceeds in sequence through the series of steps only as far as needed to isolate a billable charge and determine the responsible agency.

- A. Select all felony charges. If there is more than one, go to Rule #2. If there is a felony but no State DOC hold, do not bill. If there are no felony charges, go to Rule #5.
- B. Select the Arresting Agency DOC-Parole-Olympia. If there are no other arresting agency charges, determine if charge is State DOC and bill accordingly.
- C. If there is a State DOC hold and additional local charges (Snohomish County or contracting cities; felony, misdemeanor, or gross misdemeanor) do not bill.
- D. If there is a State DOC hold and non local additional charges (from other county and municipal agencies not contracting services with Snohomish County), bill State DOC.
- E. Select all open misdemeanor charges. Bill the responsible agency. If there are open charges with more than one contract agency, go to Rule #6.
- F. If there are open misdemeanor charges with multiple contract agencies, bill each agency in equal portion (e.g., two agencies 50/50). If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges.

Example: If municipal agency A has one open misdemeanor and municipal agency B has two open misdemeanor charges at the same time, each agency is billed for 50% of the day.

- G. When an agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency.

Example: Municipal agency A has one open misdemeanor and municipal agency B has an open misdemeanor charge. Municipal agency B's charge is closed. Agency A is billed for 100% from then on.

- H. When there is a Snohomish County misdemeanor charge and contract agency misdemeanor charge, the County is billed its proportional part.

EXHIBIT B
COMMUNITY CORRECTIONS OPTIONS

Section 1 Definitions

- A. “Community Corrections Programs” means alternative sentencing programs offered by the COUNTY to the CITY pursuant to this Agreement, including Electronic Home Detention with Electronic Home Monitoring, Work Education Release, and Work Crews. The Community Corrections Programs are more fully defined and described in Section 2 of this Exhibit. “Community Corrections Program” or “Program” means any one of the Community Corrections Programs.

- B. “Electronic Home Detention” or “EHD” means that Community Corrections program described in Section 3 of Exhibit B of this Agreement.

- C. “Jail Services Agreement” means that interlocal agreement dated _____, _____, between the CITY and the COUNTY for the provision of services at the COUNTY Jail.

- D. “Work Crew In Custody” or “WC In Custody” means that Community Corrections Program described in Section 3(a) of Exhibit B of this Agreement.

- E. “Work Crew Out of Custody” or “WC Out of Custody” means that Community Corrections Program described in Section 3(b) of Exhibit B of this Agreement.

- F. “Work Crews” means both Work Crew In Custody and Work Crew Out of Custody.

- G. “Work Education Release” or “WER” means that Community Corrections Program described in Section 3 of Exhibit B to this Agreement.

Section 2 Purpose

- A. The CITY from time to time desires to confine CITY Inmates in the COUNTY Jail. The purpose of this Agreement is to make a wider variety of sentencing options available to the CITY, which has contracted with the COUNTY for Jail services.

- B. In addition to Jail services provided to the CITY pursuant to separate contract and subject to availability, the COUNTY will make available to the CITY

the following Community Corrections Programs:

- a. Electronic Home Detention;
- b. Work Education Release; and
- c. Work Crew – In Custody.

Section 3 Eligibility and Acceptance into Community Corrections Programs

- A. CITY inmates held in the custody of the COUNTY may serve their time in a Community Corrections Program if Program services are available and if all of the following requirements are met:
 - a. The CITY Inmate has been prescreened by the COUNTY for the purpose of assisting the court in its decision related to sentencing the offender to a Community Corrections alternative or confinement in the County Jail.
 - b. The COUNTY has found that the CITY Inmate meets all statutory and Program Eligibility Requirements; and
 - c. The CITY Inmate has been ordered into the Program by the CITY's Municipal Court.
- B. CITY Inmates not held in the custody of the COUNTY may also serve their time in a Community Corrections Program if all of the above requirements are met.
- C. Additionally, if a CITY Inmate who is sentenced to secure confinement meets the requirements set forth in Section 3(a) of Exhibit B, the CITY Inmate may be classified as a minimum security resident (MSR) and relocated as spelled out in Snohomish County Code 5.20.020.
- D. If a CITY Inmate is sentenced or otherwise ordered into a Community Corrections Program by a court or courts on charges from multiple jurisdictions, the CITY will be billed for its fractional share (based on the number of jurisdictions) of the Program charges, PROVIDED, HOWEVER, that the COUNTY may refuse Program admission for a CITY Inmate if any of those multiple jurisdictions (other than the COUNTY) have not entered into an agreement in substantially the same form as this Agreement. For purposes of this subsection, the COUNTY will be considered the financially responsible jurisdiction for all State agency-filed misdemeanor and gross misdemeanor charges.

Section 4 Transfers of CITY Inmates into the Community Corrections Program

- A. A CITY Inmate meeting the eligibility requirements set forth in Section 3(A) of

Exhibit B shall be transferred into the Community Corrections Program effective on the date agreed to by the CITY and the COUNTY in the following manner:

- a. A CITY Inmate already in COUNTY custody will be transferred to the Program by the COUNTY; and
- b. A CITY Inmate not in COUNTY custody on the effective date of his or her transfer to the Program shall be transferred to the Program (1) by the CITY if the inmate is then in CITY custody or (2) by the CITY Inmate's presenting himself or herself to the COUNTY, in either case on the date and at the time and place agreed to by the CITY and the COUNTY.

Section 5 Termination of CITY Inmate from Community Corrections Program

- A. Once a CITY inmate is taken into a Community Corrections Program, the inmate shall remain in the Program for the remainder of his or her term of confinement, unless:
 - a. The CITY Municipal Court orders the CITY inmate terminated from the Program or otherwise amends its earlier order;
 - b. The CITY inmate is no longer eligible for, and is terminated by the COUNTY from, the Program. The termination decision shall be made by the COUNTY, in its sole discretion, and is not subject to review. An inmate who was previously found to be eligible may be found ineligible to continue in a Program either (1) because of actions by the inmate while within the Program (including but not limited to violation of rules established by the COUNTY or a new criminal conviction) or (2) due to newly discovered information which, if known to the COUNTY during initial screening, would have rendered the inmate ineligible on either statutory or Program grounds.
- B. A CITY Inmate who is terminated by the COUNTY from a Program shall:
 - a. If then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, be taken into custody by the COUNTY and transported to the COUNTY Jail to serve the remainder of his or her term of confinement; or
 - b. If not then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, become the immediate responsibility of the CITY for all purposes including, but not limited to, duty to apprehend.
- C. If the participation of a CITY Inmate in a Community Corrections Program is terminated by the COUNTY pursuant to Section 5(A)(b) of Exhibit B, the COUNTY shall notify the CITY and the CITY Municipal Court in writing within twenty-four

(24) hours following the termination. Upon termination, the CITY shall be responsible for notifying the CITY Municipal Court and, if appropriate, seeking revision of the CITY Municipal Court's order. The COUNTY will contact the CITY Law Enforcement agency to notify them of the violation.

- D. In the event that a CITY Inmate is terminated from a Community Corrections Program and is transferred to the COUNTY Jail pursuant to Section 5(b)(i) hereof, the CITY shall be billed for the day in which the transfer occurs pursuant to its Jail Services Agreement and not pursuant to this Agreement.
- E. In the event that the CITY inmate is terminated from a Community Corrections Program on a day in which he or she has not received services pursuant to this Agreement, the COUNTY shall not bill the CITY for that day.
- F. In addition to fees charged to the CITY pursuant to this Agreement, the COUNTY may also charge CITY Inmates directly for daily monitoring costs (as noted in the vendor contract) associated with their participation in a Program, i.e., for EHD and if applicable work release charges, at the same rate and under the same circumstances as COUNTY inmates are charged.



**Snohomish County
Prosecuting Attorney
Mark K. Roe**

Civil Division
Jason J. Cummings, Chief Deputy
Robert J. Drewel Bldg., 7th Floor, M/S 504
3000 Rockefeller Ave
Everett, WA 98201-4060
(425) 388-6330
Fax (425) 388-6333

March 30, 2010

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

Re: Interlocal Agreement For Jail Services

Dear Mayor Kendall:

I enclose triplicate originals of Addendum No. 1 To Interlocal Agreement for Jail Services between Snohomish County and your city. Also enclosed for your reference is a copy of the Interlocal Agreement.

As you can see, the Addendum corrects specific paragraph reference errors noted in the Interlocal Agreement. If the form of the enclosed Addendum is acceptable, please sign all three originals and return them to me as soon as possible. If you have any questions, please feel free to contact me directly (425-388-7388) or my assistant, Lynne Jardine (425-388-6349).

Thank you for your prompt attention to this matter.

Very truly yours,


Lyndsey M. Downs
Deputy Prosecuting Attorney

:lj
enclosures

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Administration
Robert G. Lenz, Operations Manager
Robert J. Drewel Bldg., 7th Floor
(425) 388-3333
Fax (425) 388-7172

Criminal Division
Joan Cavagnaro, Chief Deputy
Mission Building
(425) 388-3333
Fax (425) 388-3572

Family Support Division
Marie Turk, Chief Deputy
Robert J. Drewel Bldg., 6th Floor
(425) 388-7280
Fax (425) 388-7295

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 11, 2010

AGENDA ITEM: Cooperative Purchasing Agreement with the City of Seattle	
PREPARED BY: John A. Cowling, Asst. City Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Cooperative Purchasing Agreement	
BUDGET CODE: N/A	AMOUNT: N/A

SUMMARY:

The City of Seattle offers an interlocal agreement for the purchase or acquisition of goods and services from their vendor list which is generated using competitively awarded contracts. The City of Marysville plans on purchasing a 12' Steel Flatbed and appurtenances from the aforementioned vendor list at a cost savings to the City. The attached Cooperative Purchasing Agreement is required to be in place for this and future purchases.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Cooperative Purchasing Agreement with the City of Seattle.</p>
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COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to all other applicable laws, The City of Seattle and the _____ of _____, hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

Accepted for _____

Accepted for the City of Seattle:

By: _____

By: _____

Name: _____

Name: Nancy Locke

Title: _____

Title: Purchasing & Contracting Director

Date: _____

Date: _____

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 11, 2010

AGENDA ITEM: Purchase of Furniture for the Public Works Administration Building	
PREPARED BY: Tonya Miranda, Admin Services Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Purchase Order No. B0623 Quote from Office Interiors, Inc.	
BUDGET CODE: 40143410.549000.1020	AMOUNT: \$51,324.00

SUMMARY:

A severe rain event occurred on June 10, 2010, resulting in significant water damage to the City of Marysville Public Works Administration building and the contents therein. Bids were sought for replacement furniture for the ground floor of the building. Please refer to the attached Purchase Order for bid specifications.

The low bid for the furniture items, including delivery and installation, was provided by Office Interiors, Inc. located at 2002 Madison Street, Everett, Washington, in the amount of \$51,324.00, including sales tax. Quotes were also solicited from Office Depot and Haakenson Group Furniture.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Purchase Order No. B0623 in the amount of \$51,324.00 to authorize purchase of replacement furniture for the Public Works Administration building from Office Interiors, Inc.

OFFICE INTERIORS, INC

Office Supplies - Furniture

2002 Madison St.

Everett, WA 98203

Phone (425) 347-4258

Fax (425) 347-0781

Budgetary Price Quote for Marysville Public Works

Wall Mount Hutch Without Top

9/21/2010

Item	Qty	Unit Price	Total Price
<i>Gloria's Office - Plan B</i>			
30/36x72 bow front desk, 24x48 bridge, 24x72 credenza	1	\$ 1,329.00	\$ 1,329.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
corner wall mount hutch with top - drilled for wire hoops	1	\$ 625.00	\$ 625.00
30" task light	2	\$ 70.00	\$ 140.00
high back task chair with adjustable arms and seat slider RFM R8 grd B fabric	1	\$ 279.00	\$ 279.00
36x96 racetrack conference table	1	\$ 527.00	\$ 527.00
medium back conference chair HON 2072 grd 3 fabric	8	\$ 197.00	\$ 1,576.00
<i>Permit Counter - Plan A</i>			
30x72 desk, 24x48 return	1	\$ 793.00	\$ 793.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
18"h x 72"w desk top organizer	1	\$ 308.00	\$ 308.00
high back task chair with adjustable arms and seat slider RFM R8 grd B fabric	1	\$ 279.00	\$ 279.00
wood guest chair with arms Lesro Weston series grd 4 fabric	3	\$ 236.00	\$ 708.00
wood guest chair without arms Lesro Weston series grd 4 fabric	2	\$ 236.00	\$ 472.00
24x24 corner table Lesro Weston series	2	\$ 156.00	\$ 312.00
literature/brochure organizer - <i>estimated coat</i>	1	\$ 500.00	\$ 500.00
<i>Room #1 - Plan A</i>			
30x72 desk, 24x48 return	4	\$ 793.00	\$ 3,172.00
articulating key board arm ESI AA360/PLMAC	4	\$ 160.00	\$ 640.00
72" desk supported hutch with top - drilled for hoops	3	\$ 386.00	\$ 1,158.00
78" wall mount hutch without top - drilled for hoops	1	\$ 243.00	\$ 243.00
30" task light	4	\$ 70.00	\$ 280.00
24x66 Parallel series panel grd 2 fabric	2	\$ 207.00	\$ 414.00
30x66 Parallel series panel grd 2 fabric	1	\$ 214.00	\$ 214.00
36x66 Parallel series panel grd 2 fabric	1	\$ 223.00	\$ 223.00
42x66 Parallel series panel grd 2 fabric	1	\$ 238.00	\$ 238.00
66" panel connector	1	\$ 54.00	\$ 54.00
6" wall mount	1	\$ 58.00	\$ 58.00
raceway endcap cover	3	\$ 6.00	\$ 18.00
30x60 worktable	1	\$ 278.00	\$ 278.00
60" wall mount hutch without top - drilled for hoops	1	\$ 180.00	\$ 180.00
36w x 36h bookcase	2	\$ 160.00	\$ 320.00
36w x 48h bookcase	1	\$ 173.00	\$ 173.00

Room #2 - Plan A

36x72 desk, 30x66 return	1	\$ 837.00	\$ 837.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
72" wall mount hutch without top - drilled for hoops	1	\$ 228.00	\$ 228.00
30" task light	1	\$ 70.00	\$ 70.00

Room #3 - Plan A

36x72 desk, 30x66 return	1	\$ 837.00	\$ 837.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
72" wall mount hutch without top - drilled for hoops	1	\$ 228.00	\$ 228.00
30" task light	1	\$ 70.00	\$ 70.00

Room #4 - Plan A

30x72 desk, 24x48 return	2	\$ 793.00	\$ 1,586.00
articulating key board arm ESI AA360/PLMAC	2	\$ 160.00	\$ 320.00
78" wall mount hutch without top - drilled for hoops	2	\$ 243.00	\$ 486.00
30" task light	2	\$ 70.00	\$ 140.00

Room #5 - Plan A

36x78 bookcase with 6 shelves	3	\$ 296.00	\$ 888.00
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Room #8 - Plan A

30x72 desk, 24x48 return	3	\$ 793.00	\$ 2,379.00
articulating key board arm ESI AA360/PLMAC	3	\$ 160.00	\$ 480.00
72" desk supported hutch with top - drilled for hoops	2	\$ 386.00	\$ 772.00
72" wall mount hutch without top - drilled for hoops	1	\$ 228.00	\$ 228.00
30" task light	3	\$ 70.00	\$ 210.00
36x72 racetrack conference table	1	\$ 419.00	\$ 419.00
medium back conference chair HON 2072 grd 3 fabric	6	\$ 197.00	\$ 1,182.00
24d x36w x36h tv cabinet	1	\$ 448.00	\$ 448.00
37x60 commercial drafting table SAF 3952/3962gr	1	\$ 810.00	\$ 810.00

Room #9 - Plan B

30x72 desk, 24x48 return	3	\$ 793.00	\$ 2,379.00
articulating key board arm ESI AA360/PLMAC	3	\$ 160.00	\$ 480.00
72" desk supported hutch with top - drilled for hoops	3	\$ 386.00	\$ 1,158.00
30" task light	3	\$ 70.00	\$ 210.00

Room #10 - Plan B

36x72 desk, 24x48 bridge, 30x72 credenza	1	\$ 1,274.00	\$ 1,274.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
57" wall mount hutch without top - drilled for hoops	2	\$ 180.00	\$ 360.00
30" task light	1	\$ 70.00	\$ 70.00

Room #11 - Plan A

36x72 desk, 24x48 bridge, 30x72 credenza	2	\$ 1,274.00	\$ 2,548.00
articulating key board arm ESI AA360/PLMAC	2	\$ 160.00	\$ 320.00
72" wall mount hutch without top - drilled for hoops	2	\$ 228.00	\$ 456.00
30" task light	2	\$ 70.00	\$ 140.00
36x66 Parallel series panel grd 2 fabric	4	\$ 223.00	\$ 892.00
66" panel connector	1	\$ 54.00	\$ 54.00
raceway endcap cover	3	\$ 6.00	\$ 18.00

30x96 worktable

1 \$ 361.00 \$ 361.00

Room #12 - Plan A

36x72 desk, 24x48 bridge, 30x72 credenza	1	\$ 1,274.00	\$ 1,274.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
57" wall mount hutch without top - drilled for hoops	2	\$ 180.00	\$ 360.00
30" task light	1	\$ 70.00	\$ 70.00
36w x 48h bookcase	2	\$ 173.00	\$ 346.00
48" round table with knee relief "X" base	1	\$ 450.00	\$ 450.00
low back chair with casters and arms Sit On it 5224 grd 2 fabric	4	\$ 210.00	\$ 840.00

Room #13 - Plan A

48" round table with knee relief "X" base	1	\$ 450.00	\$ 450.00
low back chair with casters and arms Sit On it 5224 grd 2 fabric	4	\$ 210.00	\$ 840.00

Room #14 - Plan A

36x72 desk, 30x66 return	1	\$ 837.00	\$ 837.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
72" wall mount hutch without top - drilled for hoops	1	\$ 228.00	\$ 228.00
30" task light	1	\$ 70.00	\$ 70.00

Room #15 - Plan A

30x72 desk, 24x48 return	1	\$ 793.00	\$ 793.00
articulating key board arm ESI AA360/PLMAC	1	\$ 160.00	\$ 160.00
78" wall mount hutch without top - drilled for hoops	1	\$ 243.00	\$ 243.00
30" task light	1	\$ 70.00	\$ 70.00

sub total	\$ 47,000.00
9.2% tax	\$ 4,324.00
Grand Total	\$ 51,324.00

Delivery and Installation are included
4-5 week lead time

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 11, 2010

AGENDA ITEM: Consent for use of PUD No. 1 of Snohomish County High Voltage Distribution Line Right-of-Way	AGENDA SECTION: Public Hearing	
PREPARED BY: Cheryl Dungan, Planning Manager –Land Use	APPROVED BY:	
ATTACHMENTS: 1. Draft Consent Agreement 2. Vicinity Map		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Snohomish County PUD is in the process of installing a distribution line to connect to the new substation that was recently constructed along the east side of 51st Ave NE, north of 152nd St NE. The distribution line runs west from 67th Ave through the Smokey Point Master Plan Area to the new substation. The PUD acquired a 30' easement from private property owners within the alignment in order construct the line. The private easement agreement crosses through the proposed Edgecomb Creek mitigation site. Pole 13, which is located just west of the BNRRL spur falls within the proposed 325' Edgecomb Creek relocation area.

The attached Consent Agreement is necessary to allow the City to construct the proposed 100-year floodplain and floodway with associated buffer within the PUD easement area. City staff have been working with the PUD to ensure the mitigation project can be constructed while protecting the integrity of Pole 13. The draft agreement reflects those negotiations.

<p>RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the <i>Consent for Use of Public Utility District No. 1 of Snohomish County High Voltage Distribution Line Right-of-Way</i>.</p>

<p>COUNCIL ACTION:</p>

After Recording Return to:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**CONSENT FOR USE OF
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
HIGH VOLTAGE DISTRIBUTION LINE RIGHT-OF-WAY**

THIS CONSENT AGREEMENT ("Consent Agreement") is made by and between Public Utility District No. 1 of Snohomish County ("District"), and the City of Marysville, Washington ("City").

WHEREAS, the District operates and maintains a transmission line within its right-of-way in the Southeast Quarter of Section 27, Township 31 North, Range 5 East, Willamette Meridian (the area of said right-of-way is hereinafter referred to as the "Easement Area").

WHEREAS, the location and size of Easement Area and the extent of easement rights thereunder are more specifically described in documents recorded under Auditor's File Number 200907060815, records of Snohomish County, Washington .

WHEREAS, the District does not own the property underlying, surrounding and adjacent to the Easement Area (herein after referred to as the "Property").

WHEREAS, the City desires the consent of District to utilize the Easterly 250 feet, as measured along the centerline thereto, of the above-described Easement Area for the purpose of constructing a 100 year floodplain and floodway.

WHEREAS, in consideration of the terms, conditions and covenants below, the District is willing to consent to the City using the Easement Area for said purposes.

NOW, THEREFORE, it is agreed between the District and the City as follows:

1. Construction of 100 year Floodplain and Floodway within Easement Area.

a. The City shall construct a 100 year floodplain and floodway within the Easement Area in accordance with the general plans attached hereto as Exhibit "A" and incorporated herein by this reference (the "Floodplain Project").

b. The City will incorporate the proposed/existing transmission pole and its base into the floodplain design. A fifty foot (50') radius shall be maintained around the perimeter of the pole ("pole base") in which no grading shall be permitted except as shown on attached and incorporated "Exhibit B." The City shall include in its floodplain design protections for the pole base, which, at the City's option, may include placement of large woody debris and/or boulders in strategic locations on the upstream side outside the pole base. Additionally, at the City's option, the City may incorporate the pole and its base into a floodplain structure (e.g., a leaky berm) subject to the pole base grading restrictions provided above. The City and the District shall agree on final design to assure the District's continued access as described in the below Sections of this Consent Agreement.

c. The parties acknowledge and understand that the drawings and specifications for the Floodplain Project are not complete at this time. The City and the District agree to meet when the specifications and drawings are sixty percent (60%) complete in order to ensure that the Floodplain Project design and construction is consistent with the terms and conditions of this Consent Agreement, including but not limited to protection of and access to the District's transmission pole within the constructed 100-year floodplain.

d. The City shall also inspect, maintain and repair the 100 year floodplain and floodway as it determines is necessary in order to keep the said floodplain and floodway in an acceptable, functioning condition.

2. City's Uses shall not be Hazard to or Interfere with Electrical Facilities.

If the City's use of the Easement Area as described in Section 1 should at any time become a hazard to the presently installed electrical facilities of the District, or electrical facilities added or constructed in the future, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with the District's access along such Easement Area as said access exists on the date of

this Consent Agreement, the City shall eliminate such hazard or interference, at the City's expense, provided vehicle access will be corrected to maintain substantially the condition of access existing on the date of this Consent Agreement.

3. Minimum Clearance from Power Lines.

A minimum clearance of twenty feet (20') from all power lines must be observed in any activities related to the construction, repair and maintenance of the 100 year floodplain and floodway, including the operation of equipment.

4. No Storage of Flammable, Volatile Materials or Placement of Structures within Easement Area.

At no time will the City use the Easement Area for the storage of flammable or volatile material or the placement of any building or any other structures, including, but not limited to, the following: decks, patios, and out buildings of any kind or nature.

5. Access to Transmission Line shall not be Blocked or Unduly Restricted.

At no time shall District's access to transmission line structures along the Easement Area be permanently blocked off or unduly restricted by the City. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at any and all times. Landscaping must not interfere with such access. Any construction within the said Easement Area by the City or at the City's direction must be consistent with the above-mentioned restrictions.

6. Right to Cut, Remove and Dispose of Brush, Trees and Vegetation within Easement Area.

Transmission and distribution lines have been or will be constructed, operated, and maintained within the Easement Area. Said facilities may require tree and brush cutting within and adjacent to the Easement Area. The District retains the right to cut, remove and dispose of any and all brush, trees, and other vegetation presently existing or hereafter planted upon the Easement Area that interfere with, threaten or constitute a hazard to its access or transmission and distribution lines; provided, except in the case of emergencies, the District shall give the City not less than two (2) business days advance notice prior to the exercise of such rights, including a description of the proposed work to be performed.

7. Right to Cut, Remove and Dispose of Brush, Trees and Vegetation outside of Easement Area.

The District shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area, which could, in the District's sole judgment, interfere with or create a hazard to the District's systems. The District shall, prior to the exercise of such rights, identify such trees and provide the City with not less than two (2) weeks advance written notice that such trees will be cut, trimmed, removed or disposed of, and shall not proceed with such activities if the City lodges a written objection within said two (2) week period. In the event of such objection, the City and the District will negotiate in good faith concerning the proposed activities. However, District shall have no obligation to identify such trees, give the City such prior notice, or negotiate concerning such activities when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions. The City shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except to the actual market value of merchantable timber (if any) removed from the Property by the District; provided, if the District removes any vegetation planted by the City, the District shall pay City an amount equal to the purchase price paid by City for all plants removed by the District.

8. Planting of Vegetation within Easement Area.

The City, at its option, may plant vegetation within the Easement Area, including the transmission pole base area. All vegetation, shrubs and trees planted by the City within the Easement Area shall be native species with a growth habit which normally does not exceed fifteen (15) feet in height at maturity. Said vegetation planting shall be reviewed and agreed upon by the City and the District as described in Section 1 of this Consent Agreement.

9. Ownership of Property.

The parties recognize and acknowledge that the District does not own the property underlying, surrounding and adjacent to the Easement Area ("Property"). The City shall be responsible for obtaining all necessary permission and/or rights from owner of the Property required to carry out and complete the Floodplain Project.

10. Release and Indemnification.

a. The City releases the District from and will assume all risk of loss, damage or injury, which may result from the use of the Easement Area as described in this Consent Agreement, except the portion of such loss, damage or injury caused by or resulting from the negligence of the District or the District's agents or employees.

b. Any damage to the District's facilities caused by or resulting from the City's use of the Easement Area as described in this Consent Agreement may be repaired by the District and the actual cost of such repair shall be charged against and paid by the City.

c. The City further agrees to defend, indemnify and hold harmless the District, its agents and employees from all loss, damage or injury to any person whomsoever to the extent such loss, damage or injury results from the use of the Easement Area by the City, their servants, agents, employees and contractors except for the portion (if any) of such loss, damage or injury caused by or resulting from the negligence of the District or the District's agents or employees.

d. Nothing contained in this section or this Consent Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

11. Notice of Construction Activities.

The City shall notify the District's Manager, Engineering, Joint Use & Standards (425-783-4310) at least two (2) business days prior to the commencement of any and all construction activities related to the Floodplain Project and maintenance and repair thereof and to coordinate the installation of protective barriers around power poles.

12. Perpetual Nature of Consent Agreement.

The terms and conditions for the City's use of the Easement Area authorized under this Consent Agreement shall be perpetual and shall continue in full force and effect so long as the District continues to possess or exercise any rights within the

Easement Area or adjacent property pursuant to the Easement recorded at Auditor File Number 200907060815 or any other grant of easement or rights within the Easement Area by the District. The terms and conditions herein contained shall be binding upon the parties hereto, their respective successors and assigns.

13. Assignment.

This Consent Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by either party to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of assigning party as stated herein.

14. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Consent Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Consent Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Consent Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. Drafting of Agreement.

Both the District and the City have participated in the drafting of this Consent Agreement. As such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this Agreement and its terms and conditions are being interpreted and/or enforced.

16. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Consent Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

17. Third Parties.

The City and the District are the only parties to this Consent Agreement and they and any assignees are the only parties entitled to enforce its terms. Nothing in this Consent Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

18. Governing Law.

This Consent Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. Venue.

The venue for any action to enforce or interpret this Consent Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

20. Counterparts.

This Consent Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Agreement.

DATED, approved, agreed to and accepted this _____ day of _____, 2010.

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that DENNIS L. KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2010.

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

EXHIBIT A

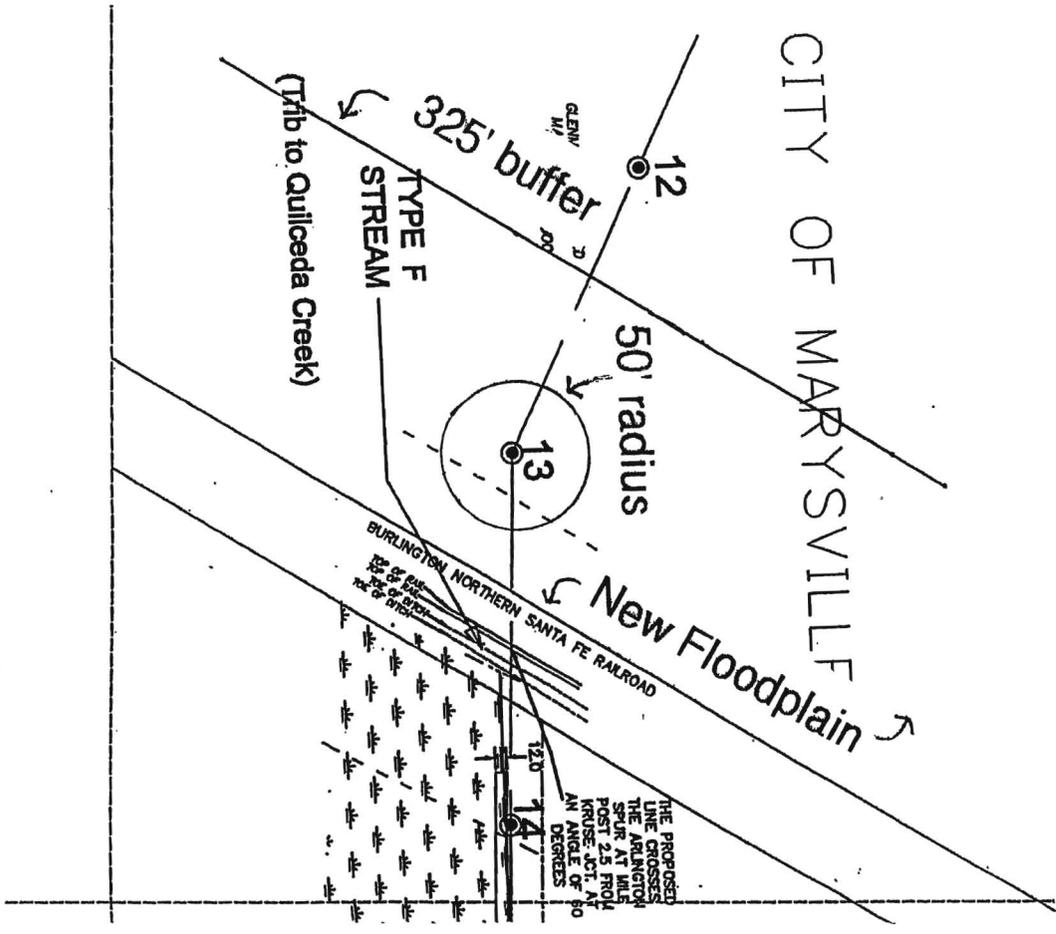


EXHIBIT B

