

Marysville City Council Work Session

June 21, 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 June 7, 2010 City Council Work Session Minutes.

Consent

2. Approval of June 9, 2010 Claims in the Amount of \$1,598,297.46; Paid by Check Number's 63476 through 63604 with Check Number's 28381, 45588, 47794 and 63251 Voided.
3. Approval of June 16, 2010 Claims.
4. Approval of June 18, 2010 Payroll.

Review Bids

Public Hearings

New Business

5. Renewal of Concessionaire Agreement with Da Vinci Dogs.
6. Aid Agreement with Snohomish County for Minor Street Projects for Municipal Services.
7. An **Ordinance** of the City of Marysville Authorizing that the City Perform Maintenance Work on SR 529, Ebey Slough Bridge Replacement Decorative Luminaire; and Enter into Agreement with Washington State Department of Transportation Regarding Such Maintenance; and Providing for an Effective Date.
8. A **Resolution** of the City of Marysville for the Acceptance of a Gift from Marysville Noon Rotary Subject to Conditions.

Work Sessions are for City Council study and orientation – Public Input will be received at the June 28, 2010 City Council meeting.

Marysville City Council Work Session

June 21, 2010

7:00 p.m.

City Hall

9. A **Resolution** of the City Council of the City of Marysville, Washington, Setting a Date and Time for a Public Hearing on the Creation of a Local Improvement District for Making Certain Improvements within that District Pursuant to Property Owners' Petition therefore, and Providing for the Publication and Mailing to Property Owners of Notice of that Hearing.

Legal

10. Discussion of Trespass Issue.

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.

COUNCIL



MINUTES

Work Session

June 7, 2010

Call to Order / Pledge of Allegiance

Mayor Kendall called the June 7, 2010 work session of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall and led those present in the Pledge of Allegiance.

Roll Call

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

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

Absent: Councilmember Lee Phillips

Also Present: Chief Administrative Officer Gloria Hirashima, City Attorney Grant Weed, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Fire Chief Greg Corn and Assistant Administrative Services Director Tracy Jeffries.

CAO Hirashima reported that Councilmember Phillips is out of town.

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, to excuse the absence of Councilmember Phillips. **Motion** passed unanimously (6-0).

Mayor Kendall informed council that a citizen was present tonight and requested to speak to council on an important issue.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to waive the rules of procedure to allow public comment at the work session tonight. **Motion** passed unanimously (6-0)

Mike Davis, 6917 70th Avenue NE, Marysville, spoke regarding his frustration with the offensive smell from Cedar Grove. He discussed action he has taken on the issue and spoke against any expansion of the facility.

Presentations

Marysville Fire District Regional Fire Authority/Annexation

Fire Chief Greg Corn gave a PowerPoint presentation comparing the Regional Fire Authority and Fire District Annexation as options for future fire protection services. CAO Hirashima discussed several reasons why the City is considering action at this time. A major advantage would be proportional representation. CAO Hirashima said they were hoping to get direction from the Council at the next meeting as to how they would like to proceed.

Councilmember Jeff Seibert asked about getting information about the impacts to withdrawing from the district. Staff indicated they would provide this.

Mayor Kendall asked about the need to add additional people with the annexation. Chief Corn responded that at some time down the road they would probably add partners and/or create a Regional Fire Authority (RFA).

Councilmember Donna Wright asked how many issues the voters would be asked to consider for each of the options. CAO Hirashima stated that staff is recommending that the city look at retention of some of the existing levy for public safety and transportation. The RFA requires that the levy rate be part of the measure. With the annexation the city can assume the levy rate and the City Council can then reduce it. Finance Director Langdon stated that they have samples from both the formation of an RFA and an annexation and they both have one ballot issue which is very specific. Chief Corn clarified that with the RFA they would ask voters if they want to create an RFA with specific funding. With an annexation they would ask the voters if they want to annex the city into the fire district. The funding component would not be attached to the ballot with the annexation option. Councilmember Seibert added that they need to be very clear with the ballot measure if there are any tax impacts for the voters. Finance Director Langdon indicated they could do it as two separate questions. CAO Hirashima indicated that staff would research this issue more prior to next meeting. She agreed that regardless of the method they choose they need to make it clear as to what the city's intentions are. Councilmember Wright concurred that people need to understand what they are voting for in order for it to be successful.

Councilmember Soriano asked what the current levy rate is in District 12. Chief Corn said the regular levy is \$1.23 and the EMS levy is \$.50 for a combined levy for \$1.73. He explained that the \$.50 EMS levy doesn't go against the city's cap.

Councilmember Nehring recalled that they had discussed this issue several years ago. He asked why they hadn't pursued it at that time. CAO Hirashima thought that at that

time there was still some thought that the city might eventually do their own fire. Councilmember Seibert discussed his recollection of Council's discussions. CAO Hirashima noted that this issue keeps coming back as the city keeps growing. Councilmember Nehring noted that if they do the annexation there could still be an RFA created and they would automatically be a part of that unless the city voted to remove itself. Staff indicated that this was correct.

Committee Reports

Councilmember Jon Nehring reported on the **Snohomish County Tomorrow Steering Committee** which met on May 26.

- They went over discussion of the mediation process for land use disputes. The nature of the appeals seem to be getting more and more complex so the goal of the mediation process is to reduce the time and expense of the applicants, reduce the appeals, and improve communication.
- They went over PSRC-submitted projects for rural towns, centers and corridors.
- They continued discussion on countywide planning policies which developed into a debate regarding city versus county control of planning policies.

Councilmember Nehring then reported on the **Community Transit Board of Directors** meeting on June 3 where they discussed the following:

- Recipients from the Van Go Awards discussed how the vans are used.
- They approved the purchase of minibuses.
- A new janitorial housekeeping services contract was awarded to Buena Vista Services, Inc.

Discussion Items

Approval of Minutes

1. Approval of May 17, 2010 City Council Work Session Minutes.
2. Approval of May 24, 2010 City Council Meeting Minutes.

Consent

3. Approval of May 26, 2010 Claims in the Amount of \$674,040.02; Paid by Check No.'s 63183 through 63341 with Check No. 62184 Voided.
4. Approval of June 2, 2010 Claims.
5. Approval of June 4, 2010 Payroll.

New Business

6. Application for *GA Maxwell's* to conduct a Special Event from June 18, 2010 through June 20, 2010.

Staff is recommending approval.

Councilmember Seibert asked about restrictions for live bands. CAO Hirashima stated that they would need to comply with normal noise requirements.

7. Application for Patricia and Eric Schoonmaker, Owners of *Trusty Threads*, to Conduct a Craft Fair on June 26, 2010, July 31, 2010 and August 28, 2010.

Mayor Kendall stated that this would be in their parking lot on the corner of State Avenue and Columbia. The applicant has a letter from the property owner giving them the authority to use the parking lot for these functions.

Councilmember Nehring asked if this coincided with Homegrown. Director Ballew said it did not.

8. Amendment No. 1 to Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Coordination of Improvements to 88th Street NE.

Public Works Director Kevin Nielsen stated that this amendment includes the 51st Street corridor from 88th to 84th to the Interlocal Agreement.

Councilmember Soriano asked if the money would be used directly for construction. Director Nielsen said it includes everything associated with the project.

9. Marysville Fire District Regional Fire Authority/Annexation.

See *Presentations* above.

10. Marysville Fire District Interlocal Agreement Amendment.

CAO Gloria Hirashima stated that they are still working on the agreement language, but there will be an agenda bill and exhibits for the next packet. She explained that they have foreseen difficulties in the current contract language following the large annexation. Staff has been looking at how that language could be retooled to create a formula that keeps the Fire District budget whole, gives a proportional share of the budget to the city, and moves into the 2011 budget. Finance Director Sandy Langdon explained financial details of the current agreement and suggestions for amendments. Chief Corn explained that the wild card in this is assessed values and where they are going to go. CAO Hirashima stated that this is very important to the city because it dramatically affects the 2011 budget. She added that it will require approval by the Marysville Fire District Board of Commissioners as well.

11. An **Ordinance** of the City of Marysville, Washington Amending MMC 18B.14.035 by Adding a New Subsection (4)(e) Relating to Traffic Impact Fee Exemption Refunds.

CAO Hirashima reviewed the proposed amendment.

Councilmember Seibert proposed changing the title to *Traffic Impact Fee Rebate* instead of *Exemption*. CAO Hirashima concurred. Grant Weed explained that there is an underlying legal reason for the way the existing language is written.

12. An **Ordinance** of the City of Marysville Amending Section 2.50.090 of the Marysville Municipal Code Relating to City Issued Credit Cards.

Finance Director Sandy Langdon explained that this would amend city code to allow the use of credit cards for online purposes.

Mayor's Business

Mayor Kendall:

- He commended staff for Challenge Day on Saturday.
- The city received the first notification from the Office of Financial Management for population. Our population is semi-officially 58,040, which makes Marysville the 16th largest city in the state.
- He attended a lunch meeting with Senator Cantwell on Friday.
- Last week he attended ceremonies related to the new base commander.

Staff Business

Kevin Nielsen:

- The County is moving forward with a TBD on its own since there was not enough city support.
- There is high vegetation due to the amount of precipitation received recently.
- Staff is still looking at some projects at the Wastewater Treatment Plant that should help with algae-control.
- Bird watchers will be out tomorrow morning at the Wastewater Treatment Plant at 9 a.m. to do a tour. Mayor Kendall requested a report on what type and how many species they are finding out there.

Greg Corn echoed comments regarding the odor from Cedar Grove.

Jim Ballew:

- Healthy Communities Challenge Day was a record breaker in terms of people and great weather. He recognized the great partnership they have with the school district, Community Coalition, and many others. He commended Andrea for putting this together this year. He thanked everyone who attended the event.

- They are beginning construction on the disc golf course this Saturday. 31 people will be helping Christian with the project.
- There will be a ribbon cutting for Shasta Ridge on June 11 at 1:30.
- He also discussed flooding related to high vegetation and precipitation.
- He commended the police force for making an impact on the Comeford park challenge.

Sandy Langdon commented that the auditors left on Friday. The exit conference will probably be within the month.

Grant Weed:

- There is a hearing before the Land Use Hearing Examiner this Wednesday concerning the denial of the business license application for Elevated Medical.
- He stated the need for an executive session to discuss one potential litigation item expected to last 20 minutes with no action.

Gloria Hirashima:

- She commended Jim Ballew and his staff for an outstanding job on Healthy Communities Challenge Day. She was sorry she had to miss it, but heard it was a great event.
- She announced that the city won the AWC award. Jim Ballew worked with the AWC crew to do the film for Healthy Challenge Day. Jim Ballew stated that the award would be presented on Thursday morning.
- She and several others met with Tulalip Tribes to talk about the Qwuloolt project. The Tribes have submitted for their Shoreline Permit for the actual project. Staff is working with the Tribes on drafting an outline for an Interlocal Agreement to discuss details of the project such as dyke, levy maintenance, easements, outcomes for the dyking district, etc.
- She and Chief Smith met with the superintendent of Lakewood School District on the potential of annexation into the City. The Lakewood School District Board is currently discussing the issue. They have asked staff to attend the June 16 board meeting to answer some questions on annexation.

Call on Councilmembers

Carmen Rasmussen echoed the comments about Healthy Communities Challenge Day. She heard great comments from the vendors on the level of organization and clarity of communication that the Parks and Recreation staff had.

Jeff Vaughan stated that he sent an email to the City of Everett's Planning Department regarding Cedar Grove who forwarded the email to Cedar Grove. He will be visiting to learn more about their operations.

Jon Nehring:

- Healthy Communities Challenge Day was fantastic. Everyone had extremely positive comments.
- He had some business owners on 3rd Street contact him with some issues regarding signage for the new barista stand going up in the south part of town, the increase in panhandler activity, and the speed limit on 100th.

Donna Wright was sorry to miss the Healthy Communities Challenge Day, but she was attending a fire conference in Chelan. She discussed the Affordable Housing Consortium of Snohomish County that she attended in Everett.

John Soriano also was sorry to miss the Healthy Communities Challenge Day, but he was also at the fire conference with Councilmember Wright.

Jeff Seibert asked about the status of a letter to the City of Everett regarding Cedar Grove. Mayor Kendall indicated that they would work on that prior to Monday.

Recess

Mayor Kendall recessed the meeting at 8:32 p.m. for a short break before reconvening at 8:40 p.m. into Executive Session expected to last 20 minutes to discuss one item concerning potential litigation with no action.

Executive Session - started at 8:40 p.m.

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

Adjournment

Immediately upon completing the Executive Session, seeing no further business, Mayor Kendall adjourned the meeting at 9:00 p.m.

Approved this _____ day of _____, 2010.


Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 28, 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 **June 9, 2010** claims in the amount of **\$1,598,297.46** paid by **Check No.'s 63476 through 63604** with Check No.'s 28381, 45588, 47794 & 63251 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

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 **\$1,598,297.46 PAID BY CHECK NO.'S 63476 THROUGH 63604 WITH CHECK NUMBER'S 28381, 45588, 47794 & 63251 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Judy Ringold
AUDITING OFFICER

6/9/10
DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF JUNE 2010.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 06/03/2010 TO 06/09/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
63476	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL	40140280.541000.	90.00
63477	ALBERTSONS FOOD CENTER #471	REIMBURSE MTG REFRESHMENTS	40143410.549000.	41.72
63478	ROY A ALDERMAN	REIMBURSE MILEAGE	40143410.543010.	65.28
63479	ALLIED EMPLOYERS LABOR RELATIONS	5/2010 MEMBERSHIP DUES	00100310.541000.	2,366.96
63480	AMERICAN CLEANERS	DRY CLEANING	00103010.526000.	4.34
	AMERICAN CLEANERS		00103121.526000.	130.13
	AMERICAN CLEANERS		00103222.526000.	71.10
	AMERICAN CLEANERS		00103960.526000.	84.71
	AMERICAN CLEANERS		00104190.526000.	73.84
63481	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	00100010.531400.	339.98
	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURT	00101250.531400.	279.79
	AMSAN SEATTLE	JANITORIAL SUPPLIES-CH	00103530.531400.	179.50
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	40142480.531300.	207.21
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	139.81
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	40143780.531000.	348.07
	AMSAN SEATTLE	DEGREASER	501.141100.	172.79
63482	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	50300090.542000.	100.83
63483	DAVID W. BILES	WATER/SEWER CONSERVATION REBA	40143410.549070.	44.00
63484	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-COSME, A	00103222.526000.	56.41
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-MOORING, J	00103222.526000.	78.19
	BLUMENTHAL UNIFORMS & EQUIPMENT	MISC HOLDERS	00103222.526000.	412.41
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-STEWART, A	00103960.526000.	13.09
	BLUMENTHAL UNIFORMS & EQUIPMENT	HOLSTERS	00103960.526000.	345.19
63485	BRK MANAGEMENT SERVICES INC	ELEC HOME MONITORING	00103960.541000.	3,217.80
	BRK MANAGEMENT SERVICES INC		00103960.541000.	3,858.00
63486	MICHELLE BROWN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63487	BRUCE, STEVE & TERESA	UB 82138000000 6812 64TH DR N	401.122110.	19.18
63488	DOUG BUELL	REIMBURSE MATTING,FRAME,PROMO	00100720.531000.	193.87
63489	CAN AM FABRICATIONS INC	STEEL PLATE	40145040.548000.	238.92
63490	CARR'S ACE HARDWARE	DUCT TAPE,SPLIT RINGS,HINGES	00105380.531000.	53.62
	CARR'S ACE HARDWARE	PAINT ROLLERS,KILZ PRIMER	40142280.531000.	43.92
	CARR'S ACE HARDWARE	SPRAY PAINT	40142280.549000.	18.44
	CARR'S ACE HARDWARE	PVC CAP	40142480.548000.	1.50
	CARR'S ACE HARDWARE	LAUNDRY SOAP	40142480.549000.	21.71
63491	CASCADE COLUMBIA	(20) BAGE CITRUS ACID	40142480.531320.	1,753.89
63492	CASCADE MAILING	UB MAILING	00143523.542000.	150.94
	CASCADE MAILING		00143523.542000.	160.69
63493	CENTURY 21	UB 760009000002 5609 71ST AVE	401.122110.	87.10
63494	CHEMETRICS INC	K-9400 TEST KITS	401.231700.	-7.27
	CHEMETRICS INC		40145040.553100.	91.74
63495	KARI CHENNAULT	REIMBURSE AD POSTING	40145040.549000.	50.00
63496	CNR, INC	MAINT CONTRACT 6/2010	50300090.541000.	1,355.79
63497	DEPT OF COMMERCE	LAKWOOD TRIANGLE ACCESS-PRINC	20600591.571000.	187,500.00
	DEPT OF COMMERCE		20600592.583000.	3,750.00
	DEPT OF COMMERCE	WWTP UPGRADE-PRINC & INTEREST	45000072.572000.	52,631.58
	DEPT OF COMMERCE		45000072.572000.	526,315.79
	DEPT OF COMMERCE		45000072.572000.	529,411.76
	DEPT OF COMMERCE		45000083.583000.	3,157.89
	DEPT OF COMMERCE		45000083.583000.	34,411.76
	DEPT OF COMMERCE		45000083.583000.	39,473.68

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 06/03/2010 TO 06/09/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
63498	CONSOLIDATED ELECTRIAL DIST INC	HARDWARE,BULBS	00103530.531000.	21.95
	CONSOLIDATED ELECTRIAL DIST INC		00112572.531000.	53.66
	CONSOLIDATED ELECTRIAL DIST INC		40143410.531000.	149.39
63499	COOK PAGING (WA)	PAGER SERVICE	10111230.542000.	3.74
	COOK PAGING (WA)		40143410.542000.	3.74
63500	CO-OP SUPPLY	WEED KILLER,SNAP LOCKS	40142480.531320.	147.66
63501	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,157.00
63502	WASHINGTON STATE CRIMINAL JUSTICE	TRAINING-ELTON & VEACH	10400022.549000.1004	120.00
63503	CUZ CONCRETE PRODUCTS	CONCRETE CATCH BASIN	10110240.531000.	48.87
63504	DATA QUEST	PRE-EMPLOYMENT CREDIT SCREEENI	00103010.541000.	64.00
63505	DEAVER ELECTRIC	REPAIR AT CITY HALL	00103530.541000.	512.97
63506	DICKS TOWING INC	TOWING EXPENSE-MP 10-03167	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-MP 10-03169	00103222.541000.	43.44
	DICKS TOWING INC	TOWING CREDIT FOR INV. 39805	50100065.548000.	-46.16
63507	DISPLAY & COSTUME	TABLE COVERS	00105250.531050.	246.90
63508	E&E LUMBER INC	6 OUTLET STRIP	00101250.531000.	9.76
	E&E LUMBER INC	WIRELESS CHIME	00101250.531000.	27.36
	E&E LUMBER INC	CREDIT FOR INV 20398	00105380.531000.	-39.76
	E&E LUMBER INC	CABLE TIES	00105380.531000.	3.43
	E&E LUMBER INC	SCREWS	00105380.531000.	6.45
	E&E LUMBER INC	SAW BLADE	00105380.531000.	7.92
	E&E LUMBER INC	PLANT FOOD	00105380.531000.	10.63
	E&E LUMBER INC	SPRAY CLEANER,CAR WASH	00105380.531000.	12.47
	E&E LUMBER INC	PAINT	00105380.531000.	13.01
	E&E LUMBER INC	SAFETY SNAPS	00105380.531000.	32.45
	E&E LUMBER INC	PRIMER, PAINT	00105380.531000.	32.53
	E&E LUMBER INC	LUMBER,CONCRETE,SCREWS	00105380.531000.	542.01
	E&E LUMBER INC	CONCRETE, TROWEL,BRUSHES	40140580.531000.	80.11
	E&E LUMBER INC	VIDEO ARRAIGNMENT SUPPLIES	50300090.531000.	1.92
63509	SUZANNE ELSNER	REIMBURSE HOTEL/MILEAGE EXPENS	00100050.543000.	467.67
63510	ERICKSON, L. NORENE	UB 690037049000 3728 94TH PL N	401.122110.	155.79
63511	EVERETT TIRE & AUTOMOTIVE	(4) GOODYEAR TIRES	50100065.534000.	251.93
63512	FEDEX	SHIPPING EXPENSE	50300090.531000.	60.61
63513	FELDMAN & LEE P.S.	PUBLIC DEFENDER	00101420.541040.	15,000.00
63514	FOOTJOY	FJ SPORT SHOES	420.141100.	85.76
63515	CRAIG A. FULLERTON	CONSULTING SERVICES	00105380.541000.	90.00
63516	JENNIFER GARNER	WATER/SEWER CONSERVATION REBA	40143410.549070.	49.00
63517	GENERAL CHEMICAL CORP	ALUM SULFATE 11.596 DRY TON	40142480.531320.	3,173.50
	GENERAL CHEMICAL CORP	ALUM SULFATE 11.82 DRY TON	40142480.531320.	3,234.81
63518	GENERAL EQUIPMENT COMPANY	(800) WASTE CONTAINERS	41046060.531000.	29,698.85
63519	GOLF SCORECARDS INC	SCORECARDS	420.231700.	-92.90
	GOLF SCORECARDS INC		42047267.531000.	1,173.14
63520	GOVCONNECTION INC	MISC PERIPHERAL REPLACEMENTS	50300090.531000.	227.58
63521	GRAYBAR ELECTRIC CO INC	LIGHT BULBS	00105380.531000.	30.53
63522	LIZ GREENE	REIMBURSE MILEAGE	00100050.543000.	65.56
63523	CONTRACTORS SUPPLY CORPORATION	CHISEL, WEDGE SET,PUNCH	40142480.531000.	82.25
63524	GROVE, LORRAINE	UB 121020000000 4530 109TH PL	401.122110.	28.01
63525	HACH COMPANY	SUBMERSIBLE PUMP	40142480.531300.	375.70
63526	HAMMOND, ROBIN	UB 250010200000 10714 58TH DR	401.122110.	64.28
63527	HD FOWLER COMPANY	CREDIT HARDWARE RETURN	00105380.531000.	-13.75

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 06/03/2010 TO 06/09/2010**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
63527	HD FOWLER COMPANY	GASKETS,HARDWARE	00105380.531000.	32.55
	HD FOWLER COMPANY	METER BOXES,TEE,HARDWARE	00105380.531000.	263.96
	HD FOWLER COMPANY	DOUBLE CHECK VALVE	00105380.531000.	293.94
	HD FOWLER COMPANY	END CAPS	10110240.531000.	20.50
	HD FOWLER COMPANY	POLY LIDS,RUBBER GASKETS	401.141400.	403.06
	HD FOWLER COMPANY	POLY LIDS	401.141400.	599.80
63528	HD SUPPLY WATERWORKS, LTD	TAPER PLUGS	401.141400.	116.07
	HD SUPPLY WATERWORKS, LTD	CUTTERS	40140980.535000.	521.85
63529	JOHN HENDRICKSON	REIMBURSE MEAL EXPENSE	00103121.543000.	26.48
63530	HESLOP, ROBIN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63531	HI LINE	FUSE HOLDER	50100065.531000.	171.08
63532	HOGAN, BRANDAN & JANE	UB 760960229003 5915 68TH DR N	401.122110.	14.75
63533	HOLLEY, SCOTT & JODY	UB 986732000000 6732 37TH PL N	401.122120.	90.44
63534	HOME DEPOT CREDIT SVCS	PLANT FOOD	00105380.531000.	113.18
63535	INDUSTRIAL SUPPLY INC	(50) GUTTER BROOMS	10110667.531000.	1,401.51
63536	INFILCO DEGREMONT, INC.	LSA,BALLAST	40142480.548000.	2,166.15
63537	CHRIS INGRAM	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63538	KENWORTH NORTHWEST INC	RETURN BATTERY	50100065.534000.	-111.73
	KENWORTH NORTHWEST INC	CORE REFUND	50100065.534000.	-39.10
	KENWORTH NORTHWEST INC	CORE CHARGE	50100065.534000.	39.10
	KENWORTH NORTHWEST INC	BATTERY	50100065.534000.	111.73
	KENWORTH NORTHWEST INC	(5) CORE CHARGES	50100065.534000.	195.48
	KENWORTH NORTHWEST INC	(5) BATTERIES-THEFT REPLACEMEN	50100065.534000.	558.64
63539	KERNS, RICH	UB 230630000006 4716 122ND PL	401.122110.	12.09
63540	KING COUNTY DIST COURT	BAIL POSTED	001.229050.	750.00
63541	LASTING IMPRESSIONS INC	EMBROIDERY-FARLEY, C	00103222.526000.	8.15
63542	LAWSON PRODUCTS INC	CABLE TIES FOR DRAINAGE	42047165.531920.	360.55
63543	SHARON LESH	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63544	TIFFANY LESSLEY	REFUND RENTAL AND DEPOSIT FEES	001.239100.	100.00
	TIFFANY LESSLEY		00110347.376014.	25.00
63545	LEWIS, ANGELA & GORDON	UB 846611000000 6611 86TH AVE	401.122110.	15.00
63546	DEPT OF LICENSING	GIBSON, FRANK (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	MARABLE, JEROME (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	ROSARIO, LAWRENCE (RENEWAL)	001.237020.	18.00
63547	LOWES HIW INC	SHELVES,COAT RACK	00100010.531000.	40.36
	LOWES HIW INC		00103530.531000.	48.80
	LOWES HIW INC	HARDWARE	40140180.531000.	3.42
	LOWES HIW INC	CONCRETE MIX	40140580.531000.	15.51
63548	MARYSVILLE ANDERSON INSURANCE AGE	PEAK ENGINEERING RELOCATION ST	40143980.562000.	322.00
63549	MARYSVILLE PRINTING	(500) 2-PART PROSECUTER OFFER	00101320.541000.	99.68
	MARYSVILLE PRINTING	ENVELOPES	00103222.531000.	647.20
	MARYSVILLE PRINTING	(25) PO BOOKS	50200050.531000.	475.13
63550	MARYSVILLE SCHOOL DISTRICT #25	FACILITY USEAGE-MPHS	00105090.531000.0811	400.00
63551	MCCLIMANS, DANIEL R	UB 300330000000 5615 133RD PL	401.122110.	28.74
63552	MCLOUGHLIN & EARDLEY CORP	HALOGEN BULBS	501.141100.	75.21
	MCLOUGHLIN & EARDLEY CORP		501.231700.	-5.96
63553	MEDICAL DIAGNOSTIC SPECIALTIES	HEARING SCREENING	00100310.531200.	75.00
63554	MICRO PRECISION CALIBRATION, INC	LAB THERMOSTAT CALIBRATIONS	40142380.541000.	225.00
63555	NATIONAL BARRICADE COMPANY	(6) FOLDING SIGN STANDS	10111864.531000.	615.76
	NATIONAL BARRICADE COMPANY	(10) WORK SIGNS,ROLLUPS,OVERLA	10111864.531000.	1,715.98

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 06/03/2010 TO 06/09/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
63556	NEXTEL COMMUNICATIONS	ACCT #495802314	50350390.542000.	17.91
	NEXTEL COMMUNICATIONS		50350390.542000.	17.91
	NEXTEL COMMUNICATIONS		50350390.542000.	17.91
	NEXTEL COMMUNICATIONS		50350390.542000.	23.11
	NEXTEL COMMUNICATIONS		50350390.542000.	50.88
	NEXTEL COMMUNICATIONS		50350390.542000.	50.99
	NEXTEL COMMUNICATIONS		50350390.542000.	52.91
	NEXTEL COMMUNICATIONS		50350390.542000.	53.73
	NEXTEL COMMUNICATIONS		50350390.542000.	67.64
	NEXTEL COMMUNICATIONS		50350390.542000.	71.64
	NEXTEL COMMUNICATIONS		50350390.542000.	71.64
	NEXTEL COMMUNICATIONS		50350390.542000.	88.62
	NEXTEL COMMUNICATIONS		50350390.542000.	105.19
	NEXTEL COMMUNICATIONS		50350390.542000.	121.99
	NEXTEL COMMUNICATIONS		50350390.542000.	138.24
	NEXTEL COMMUNICATIONS		50350390.542000.	161.19
	NEXTEL COMMUNICATIONS		50350390.542000.	242.66
	NEXTEL COMMUNICATIONS		50350390.542000.	251.53
	NEXTEL COMMUNICATIONS		50350390.542000.	257.62
	NEXTEL COMMUNICATIONS		50350390.542000.	259.95
	NEXTEL COMMUNICATIONS		50350390.542000.	351.95
	NEXTEL COMMUNICATIONS		50350390.542000.	432.38
	NEXTEL COMMUNICATIONS		50350390.542000.	503.68
	NEXTEL COMMUNICATIONS		50350390.542000.	1,779.88
63557	NORTH COAST ELECTRIC COMPANY	LOCK ATTACHMENT	10110463.531000.	21.40
	NORTH COAST ELECTRIC COMPANY	PHASE MONITORS	40142280.548000.	1,618.43
	NORTH COAST ELECTRIC COMPANY	HARDWARE	40142480.548000.	260.52
63558	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	1,305.37
63559	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	111.38
63560	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	6.26
	OFFICE DEPOT		00100110.531000.	112.65
	OFFICE DEPOT	HAND SANITIZER AND DISPENSERS	00102020.531000.	16.87
	OFFICE DEPOT		00103530.531000.	50.60
	OFFICE DEPOT	OFFICE SUPPLIES	00105120.531000.	46.64
	OFFICE DEPOT		40143410.531000.	6.26
	OFFICE DEPOT	HAND SANITIZER AND DISPENSERS	40143410.531000.	16.86
	OFFICE DEPOT	OFFICE SUPPLIES	42047267.531000.	67.17
	OFFICE DEPOT		50100065.531000.	0.70
	OFFICE DEPOT		50200050.531000.	0.70
63561	DONNA OHLEMEIER	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63562	ORIENTAL TRADING CO INC	SUMMER DAY CAMP SUPPLIES	001.231700.	-18.22
	ORIENTAL TRADING CO INC		001.231700.	-4.21
	ORIENTAL TRADING CO INC	CREDIT SUMMER DAY CAMP SUPPLIE	001.231700.	5.16
	ORIENTAL TRADING CO INC		00105120.531080.	-65.12
	ORIENTAL TRADING CO INC	SUMMER DAY CAMP SUPPLIES	00105120.531080.	53.16
	ORIENTAL TRADING CO INC		00105120.531080.	230.05
63563	PACIFIC POWER PRODUCTS	(5) LASTEC KIT	42047165.548000.	48.60
63564	PALISADES NW HOA	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63565	PAPE MACHINERY	OIL,FUEL FILTERS	501.141100.	170.48
63566	THE PARTS STORE	(6) OIL FILTERS	00105380.548000.	27.56

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 06/03/2010 TO 06/09/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
63566	THE PARTS STORE	REFUND CORE CHARGE	501.141100.	-21.72
	THE PARTS STORE	REFUND DEF BULB	501.141100.	-6.61
	THE PARTS STORE	BULB	501.141100.	6.61
	THE PARTS STORE	AIR FILTER	501.141100.	34.47
	THE PARTS STORE	TRANS FILTER,FUEL FILTER,SHURW	501.141100.	95.46
	THE PARTS STORE	BATTERIES,PLASTIC TIES	501.141100.	214.70
	THE PARTS STORE	REFUND CORE CHARGE	50100065.534000.	-53.76
	THE PARTS STORE	HEADLIGHT SWITCH	50100065.534000.	15.69
	THE PARTS STORE	STARTER ASSEMBLY	50100065.534000.	157.14
63567	PELZER GOLF SUPPLIES	DIVOT REPAIR TOOLS	420.231700.	-24.36
	PELZER GOLF SUPPLIES		42047267.531000.	307.59
63568	PETROCARD SYSTEMS INC	FUEL CONSUMED	00102020.532000.	372.58
	PETROCARD SYSTEMS INC		00103222.532000.	5,303.30
	PETROCARD SYSTEMS INC		00105380.532000.	1,203.80
	PETROCARD SYSTEMS INC		10111230.532000.	2,120.16
	PETROCARD SYSTEMS INC		40143880.532000.	4,640.35
	PETROCARD SYSTEMS INC		40145040.532000.	42.85
	PETROCARD SYSTEMS INC		41046060.532000.	2,971.46
	PETROCARD SYSTEMS INC		50200050.532000.	61.42
63569	PETTY CASH- PW	POSTAGE,APWA LUNCH,CARD,LAMIN.	00100020.549000.	1.73
	PETTY CASH- PW		10111864.531000.	32.76
	PETTY CASH- PW		40140980.531000.	17.89
	PETTY CASH- PW		40143410.549000.	100.13
63570	PROTHMAN COMPANY	CD DIRECTOR SEARCH	00102020.541000.	1,156.48
63571	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2026-7070-9	10110463.547000.	38.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2025-7611-2	10110463.547000.A1601	105.52
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2026-0420-3	10110463.547000.A1601	1,222.50
	PUD NO 1 OF SNOHOMISH COUNTY		10110463.547000.	1,620.53
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2025-7611-2	10110463.547000.	2,004.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2013-8099-5	40140180.547000.	27.84
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2023-6819-7	40140180.547000.	160.06
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2010-9896-9	40140180.547000.	1,778.91
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #2016-3968-9	40143780.547000.	1,691.33
63572	PUGET SOUND SECURITY	DUPLICATE KEYS	00103222.531000.	6.40
63573	PUGET SOUND SECURITY		00105380.531000.	4.23
63574	RAILROAD MANAGEMENT COMPANY III, LL	12" WATER PIPELINE CROSSING	40143410.549000.	99.83
63575	ROBERT RAMOS	REFUND DEPOSIT AND RENTAL FEES	001.239100.	100.00
	ROBERT RAMOS		00110347.376014.	60.00
63576	ROAT, IRENE & PAUL	UB 760963700002 6807 60TH PL N	401.122110.	37.53
63577	SNOHOMISH COUNTY SHERIFFS OFFICE	CREDIT INMATE MEDICATIONS	00103960.531000.	-1,550.33
	SNOHOMISH COUNTY SHERIFFS OFFICE	INMATE MEDICATIONS	00103960.531000.	376.98
	SNOHOMISH COUNTY SHERIFFS OFFICE		00103960.531000.	1,228.60
	SNOHOMISH COUNTY SHERIFFS OFFICE		00103960.531000.	1,412.69
	SNOHOMISH COUNTY SHERIFFS OFFICE		00103960.531000.	1,819.02
63578	CHUCK SMITH	REIMBURSE MEAL EXPENSE-TRAININ	00103121.543000.	54.32
63579	SNOHOMISH COUNTY CORRECTIONS	BOOKINGS 2/2010	00103960.551000.	44,396.25
63580	SOLID WASTE SYSTEMS INC	FILTER	501.141100.	256.14
63581	SONITROL	SECURITY MONITORING SERVICES	00100010.541000.	89.00
	SONITROL		00103530.541000.	293.00
	SONITROL		00105250.541000.	126.00

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
63581	SONITROL	SECURITY MONITORING SERVICES	00105380.541000.	116.00
	SONITROL		40141580.541000.	216.00
	SONITROL		40142480.541000.	216.00
	SONITROL		40143410.541000.	372.00
63582	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	43.44
63583	SPECIALTY CIGARS INT'L INC	CIGARS	420.141100.	60.60
	SPECIALTY CIGARS INT'L INC		420.141100.	157.10
63584	KEN SPRECHER	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00
63585	STRAUGHEN, DAVID C	UB 790250000003 5709 66TH AVE	401.122110.	254.83
63586	T-MOBILE	REFUND: WITHDREW APPLICATION	00107345.358100.	5,750.00
63587	TEXTRON FINANCIAL CORPORATION	GOLF CART LEASE	42047165.545000.	435.00
63588	THE RENTAL CONNECTION	UB 755518000000 5518 75TH AVE	401.122110.	275.46
63589	THOMPSON PUBLISHING GROUP INC	FAMILY & MEDICAL LEAVE HANDBOC	00100310.549000.	465.35
63590	AMY THORLEIFSON	RENTAL DEPOSIT REFUND	001.239100.	58.00
63591	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINTENANCE-PSB	00100010.548000.	172.99
	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINTENANCE-CH	00103530.548000.	172.99
63592	TIM CANTWELL	(15) BACKFLOW TESTS	00105380.541000.	450.00
63593	TJK COMMUNICATIONS, INC	DELTA PROPERTY RELOCATION COST	40143980.562000.	107.51
63594	GATHERING STORM,LLC DBA TMAX GEAR	TM PURE LITE STAND BAG	420.141100.	102.89
63595	BECKY UBERT	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63596	UNITED PIPE & SUPPLY INC	TEE	40140580.531000.	48.88
	UNITED PIPE & SUPPLY INC	COUPLINGS	40140580.531000.	312.07
	UNITED PIPE & SUPPLY INC	OMNI METER	40140580.531000.	1,924.39
	UNITED PIPE & SUPPLY INC		40140580.531000.	1,924.39
	UNITED PIPE & SUPPLY INC		40140580.531000.	1,924.39
63597	UNITED RENTALS	PRESSURE WASHER WAND	00105380.531000.	38.00
63598	US CAVALRY	SUSPENDERS	001.231700.	-5.82
	US CAVALRY		00103222.526000.	73.43
63599	VERIZON NORTHWEST	ACCT #101451140308	00100010.542000.	107.40
	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	52.79
	VERIZON NORTHWEST		00100050.542000.	52.79
	VERIZON NORTHWEST		00100110.542000.	52.79
	VERIZON NORTHWEST		00100310.542000.	52.79
	VERIZON NORTHWEST		00102020.542000.	211.14
	VERIZON NORTHWEST		00103010.542000.	105.57
	VERIZON NORTHWEST		00103222.542000.	52.79
	VERIZON NORTHWEST	ACCT #POLE BLDG	00103222.542000.	53.70
	VERIZON NORTHWEST	ACCT #100152074306	00103530.542000.	107.40
	VERIZON NORTHWEST	ACCT #107355912203	00103530.542000.	211.14
	VERIZON NORTHWEST		00103960.542000.	105.57
	VERIZON NORTHWEST		00104000.542000.	105.57
	VERIZON NORTHWEST		00104190.542000.	158.36
	VERIZON NORTHWEST		00105250.542000.	52.79
	VERIZON NORTHWEST		00105380.542000.	263.93
	VERIZON NORTHWEST		00112572.542000.	52.79
	VERIZON NORTHWEST		00143523.542000.	52.79
	VERIZON NORTHWEST	ACCT #109367558610	10110564.547000.	49.91
	VERIZON NORTHWEST	ACCT #107567892708	10110564.547000.	52.34
	VERIZON NORTHWEST	ACCT #107355912203	10111230.542000.	52.79
	VERIZON NORTHWEST		40142480.542000.	211.09

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
63599	VERIZON NORTHWEST	ACCT #1108541996810	40143410.542000.	65.73
	VERIZON NORTHWEST	ACCT #107355912203	40143410.542000.	291.13
	VERIZON NORTHWEST		42047061.542000.	158.36
	VERIZON NORTHWEST		42047061.549100.	105.57
63600	WAXIE SANITARY SUPPLY	TISSUE DISPENSER	00105380.531400.	180.79
63601	WEED GRAAFSTRA AND BENSON INC PS	FORFEITURES 5/2010	00103121.541000.	488.00
	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES	00105515.541000.	4,000.25
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	12,429.76
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0604	5,185.25
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,295.80
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	12,429.76
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	40.00
63602	JACK WHITFIELD	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
63603	KYLE WOODS	REIMBURSE PARKING FEE	00100020.549000.	3.00
63604	ZEE MEDICAL SERVICE	CREDIT FOR REMOVAL OF FIRST AI	00100020.531000.	-24.74
	ZEE MEDICAL SERVICE		00100020.531000.	-12.66
	ZEE MEDICAL SERVICE		00102020.531000.	-24.73
	ZEE MEDICAL SERVICE		00102020.531000.	-12.66
	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT-PARKS	00105380.531000.	26.34
	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT-WWTP	40142480.531000.	132.18
	ZEE MEDICAL SERVICE	CREDIT FOR REMOVAL OF FIRST AI	40143410.531000.	-24.74
	ZEE MEDICAL SERVICE		40143410.531000.	-12.66
WARRANT TOTAL:				<u>1,605,167.09</u>
VOIDS				
				CHECK # 28381 CHECK LOST IN MAIL (5,750.00)
				CHECK # 45588 CHECK LOST IN MAIL (311.63)
				CHECK # 47794 CHECK LOST IN MAIL (58.00)
				CHECK # 63251 INITIATOR ERROR (750.00)
				<u>1,598,297.46</u>
REASON FOR VOIDS:				
INITIATOR ERROR				
WRONG VENDOR				
CHECK LOST IN MAIL				

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 28, 2010

AGENDA ITEM: Concessionaire Agreement Renewal Da Vinci Dogs	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Concessionaire Agreement with DaVinci Dogs	
BUDGET CODE:	AMOUNT:

SUMMARY:

The City of Marysville advertised for interested concessionaires to provide food and beverages at Jennings Memorial Park on weekends and for the Sounds of Summer Concert Series and Outdoor Movie Series. The sole response was received from DaVinci Dogs a sole proprietor. DaVinci Dogs worked with the city previously and has operated with a perfect record of performance.

The attached Independent Contractor Agreement requires the Concessionaire provide service on weekends and during each concert and outdoor film event scheduled. The Contractor is also required to provide service(s) in Jennings Park on a mutual schedule from July 9 through September 30, 2010.

At the conclusion of the season the Contractor will provide \$600.00 in payment to the city.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Independent Contractor Agreement with DaVinci Dogs for food and beverage service effective July 9 through September 30, 2010</p>
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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 28, 2010

AGENDA ITEM: Aid Agreement for Minor Street Projects for Municipal Services	AGENDA SECTION:	
PREPARED BY: Larry Larson, Public Works Superintendent	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Snohomish County – Road Maintenance Division 2010 Estimated Cost's for Street Maintenance Work 		
	MAYOR	CAO
BUDGET CODE: 101 Annexation Budget	AMOUNT: To be determined.	

SUMMARY:

Attached is an Aid Agreement for minor street projects and street maintenance with Snohomish County. This Aid Agreement will provide back-up support (if needed) to the Street Division.

It is Public Works' goal to provide the same level of service throughout the City limits, as we have provided in recent years. This will be a challenge over the next few years with the recent central annexation and the additional sixty-five (65) miles of roadway to maintain.

To assure that we can deliver this level of service, we are requesting that we enter into a three (3) year Aid Agreement with Snohomish County. The Scope includes, construction, repair or maintenance services on streets and bridges, including but not limited to, roadway surface, vegetation management, drainage facilities, storm sewers, sidewalks, curbing, snow plowing and application of sand.

The City Attorney has reviewed the Aid Agreement.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to approve and sign the three (3) year Aid Agreement with Snohomish County.
COUNCIL ACTION:

After recording, return to:

Department of Public Works
Road Maintenance Division
8915 Cathcart Way
Snohomish WA 98296

**AID AGREEMENT
FOR MINOR STREET PROJECTS
FOR MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County," and the CITY OF MARYSVILLE a municipal corporation of the State of Washington, hereinafter referred to as "City".

WHEREAS, the City is desirous of contracting with the County for the performance of municipal services within its boundaries by the County; and

WHEREAS, the County is agreeable to rendering such services on terms and conditions hereinafter set forth; and

WHEREAS, this agreement is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020-.040;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Agreement

- a. The County agrees to perform for the City any and all functions specified herein below relating to municipal services, subject to the availability of sufficient personnel, equipment and materials to perform the requested work without unduly disrupting the normal operation and functions of the County.
- b. For purpose of this Agreement, "municipal services" shall be limited to activities, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$30,000 for a single project and including but not limited to the following:

Construction, repair, or maintenance services on City streets and bridges including, but not limited to road surface, vegetation management, drainage facilities, storm sewers, sidewalks, curbing, street lighting, and traffic control devices.

Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets of the City.

Snow plowing and/or the application of abrasives (this includes sand applied with pre-wet systems and sand/abrasives blended with snow and ice control chemicals) on portions of the routes designates (see 3.d.) by the City, during inclement weather conditions when County forces are mobilized for snow and ice control operations.

- c. The County Public Works Director and/or the County Road Engineer (County) and City Director of Public Works (City) are the Administrators of this Agreement. They are authorized to act on behalf of the County and City respectively, and shall finalize working procedures associated with any of the above activities comprising "municipal services".
- d. Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of streets within its boundaries.

2. Performance of Municipal Services

- a. For the purpose of performing municipal services as herein specified, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the County shall have full authority, possession and necessary control of the work with the full assistance when necessary from the police of the City.
- b. For the purpose of facilitating the performance of said functions, it is hereby agreed that the City, upon request of the County or it's duly authorized representative, will order the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon.
- c. The work performed by the County under this Agreement shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the City. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of requested work due to priority given the normal workload of County forces.

3. Work Order Requests

Requests for municipal services shall be processed through work order requests.

- a. If the City desires that the County perform any work within the scope of this Agreement, it shall direct a work order request to the appropriate County Public Works Division Director, on forms provided by the County, and shall adequately describe the work to be performed and indicate the desired completion date. The County may require a road plan and profile or sketches as may be required to adequately describe the scope, intent and detail of the work.

- b. The County shall respond to such work order request in writing. If the response is in the affirmative, the County shall include an estimate of time and costs to complete the work. Charges shall be in accordance with Section 4 of this Agreement.
- c. Upon receipt of the County's estimate, the City may issue a written notice to proceed which authorizes the County to perform the requested work. The issuance of a notice to proceed shall constitute a representation by the City that the schedule of charges and basis of payment referenced by paragraph 4.b. are acceptable and sufficient funds are appropriated to cover the cost of the requested work.
- d. Due to the emergent nature of snow and ice control operations, the work order requests for snow plowing and abrasives applications will be submitted once per year prior to the onset of inclement winter weather conditions and will be considered to be in effect until April 1st of the following year. The annual work order submittal shall include a plan identifying the portions of the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the city streets indentified in the plan any time the County has mobilized winter operations in the general area. Individual work order requests will not be required to initiate the County's response to each weather event. The County shall track the time and materials expended on the city routes and shall bill accordingly per Section 4 of this Agreement.
- e. The scope of requested work may be amended in writing at any time with the consent of both parties; PROVIDED, the project as changed continues to fall within the scope of this Agreement; and PROVIDED FURTHER that the City may cancel or stop any particular work at any time subject to Section 4 below.

4. Basis of Payment

- a. Unless otherwise hereinafter provided, the City shall pay to the County Treasurer, for municipal services within the scope of this Agreement, the entire cost to the County of performing such work.

In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operator furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.

- b. The County shall be reimbursed in full by the City for municipal services provided by the County. The County shall document all costs for labor, materials and equipment with its billing to the City. The County agrees that only those costs directly allocable to a project under accepted accounting procedures will be charged to the project.

For the purpose of fixing the compensation to be paid by the City to the County for the services rendered, it is hereby agreed that there shall be included in each billing, to cover overhead and administrative costs, an amount not to exceed 15% of the total labor cost to the County of performing all services rendered by the County to the City during the billing period.

The City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing. Payment shall be made for all work actually completed or performed.

5. Records

- a. The County shall maintain accurate time and accounting records related to work under this Agreement in the same manner as prescribed for normal County Road Projects. Such records as to any project shall be available for inspection in the County Department of Public Works for a period of three (3) years following final payment of billings for such project.
- b. The County shall keep a reasonable itemized and detailed work or job record covering the cost of all services performed including salaries, wages and other compensation for labor, supervision and planning; the reasonable rental value of all County-owned machinery and equipment; rental paid for all rented machinery and equipment together with the costs of an operator thereof and furnished with said machinery or equipment; the cost of all machinery and supplies furnished by the County; reasonable handling charges; and all additional items of expense incidental to the performance of such functions or service.
- c. The County shall render to the City at the close of each calendar month a summary billing covering all services performed during said month.

6. Facilities to be Provided by the City

Whenever necessary for the County to maintain administrative headquarters in the City and such necessity is acknowledged by the City Council, the City shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities, and in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City.

It is expressly understood that in the event a local administrative office is maintained in the City for the County, such quarters may be used by the County in connection with the performance of this duty in territory outside of the City and adjacent thereto, provided however, that the performance of such outside duties shall not be at any additional cost to the City.

7. Indemnification

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

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the CITY, its officers, employees, and volunteers, the COUNTY's liability hereunder shall be only to the extent of the COUNTY negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. Insurance.

The City is a member of a self-insured pool of municipal corporations that has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County is self-insured with a retention level of \$1 million. Above that level the County has excess liability coverage.

9. Commencement and Termination

- a. This Agreement shall be effective upon execution and shall remain in effect for a period of three (3) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.
- b. Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party.
- c. Upon termination of this Agreement as provided in this section, the County shall be paid by the City for work performed prior to the effective date of termination, less all payments previously made. No payment shall be made by the City for any expense incurred or work done following the effective date of termination unless authorized in writing by the City.

10. Notices

All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

CITY:

City of Marysville
Attn: Kevin Nielsen, PW Director
Department of Public Works
80 Columbia Avenue
Marysville, WA 98270

COUNTY:

Snohomish County
Department of Public Works
Road Maintenance Division
8915 Cathcart Way
Snohomish WA 98296

11. Jurisdiction.

This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

12. Independent Contractor.

The parties agree and understand that the County is acting hereunder as an independent contractor and that no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the City. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.

13. Severability.

If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.

14. Amendment.

This Agreement may be amended by a writing agreed to by the parties and executed with the same formalities as are required for the execution of this Agreement.

15. Entire Agreement.

This Agreement represents the entire agreement between the County and the City, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

SNOHOMISH COUNTY

CITY OF MARYSVILLE

By: _____
Title: County Engineer
Date: _____

By: _____
Title: _____
Date: _____

CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:
Gordon W. Sivley
Deputy Prosecuting Attorney
Date: May 13, 2010


Snohomish County - Road Maintenance Division
2010 ESTIMATED COSTS* FOR STREET MAINTENANCE WORK

Work Operation	Unit	2010 per unit cost
• Anti-Icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.	Hour	\$ 183
• Catch Basin Marking and Routine Maintenance: Manually clean catch basins to insure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.	Hour	\$ 96
• Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to insure drainage system remains free of material and flows are not restricted.	Hour	\$ 221
• Control of Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.	Hour	\$ 96
• Crack and Joint Sealing: Repair pavement surface and shoulder by installing crack filling material to prevent water from entering the sub-grade. Cracks should be cleaned by hot-air lance, routting or other means prior to filling.	Hour	\$ 739
• Culvert Cleaning, Marking and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.	Hour	\$ 96
• Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to insure the flow capacity is not restricted.	Hour	\$ 221
• Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.	Hour	\$ 96
• Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and includes cleaning inlet and outlet grates/pipes.	Hour	\$ 221
• Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.	Hour	\$ 402
• Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.	Hour	\$ 217
• Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the striping.	Hour	\$ 241
• Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail i.e., adjust cable tension, repair damage caused by errant vehicles, upgrade of terminal end sections, adjustments in height and alignment, new installations.	Hour	\$ 428
• Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (cold or hot mix), raking to establish proper grade and compacting with a roller or other available means.	Hour	\$ 203
• Noxious Weed Control - Spot Spray Non-power Equipment: Use hand sprayer to control noxious weeds, as identified on the county noxious weed list, with approved herbicides applied at the recommended application rate. Once the operation is complete, an herbicide application record is required for the treated area.	Hour	\$ 104
• Nuisance Vegetation Control - Manual: Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control nuisance vegetation i.e., alders, and blackberries, certain species of grasses to ensure the vegetation planted in landscaped areas is maintained in a healthy condition.	Hour	\$ 96

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 28th, 2010

AGENDA ITEM: WSDOT SR 529 Bridge – Maintenance Agreement - Luminaires	AGENDA SECTION: New Business	
PREPARED BY: John A. Cowling, PE, Assistant City Engineer	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> • Ordinance Authorizing Work • Maintenance Agreement (GM 1543) 	MAYOR	CAO
	AMOUNT: N/A	
BUDGET CODE: N/A	AMOUNT: N/A	

DESCRIPTION:

As part of the SR 529 Bridge replacement the City requested installation of fourteen decorative luminaires with hanging baskets along the bridge span including support for irrigation and electrical connection. Addition of these luminaires exceeds State standards and therefore requires maintenance beyond that which would be provided by the State. The attached Ordinance and Maintenance Agreement authorize City maintenance staff to maintain and replace said luminaires as necessary.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Ordinance and Maintenance with WSDOT for maintenance of the luminaires on the SR 529 Bridge Replacement project.

COUNCIL ACTION:

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AUTHORIZING THAT THE CITY PERFORM MAINTENANCE WORK ON SR 529, EBEBY SLOUGH BRIDGE REPLACEMENT DECORATIVE LUMINAIRE; AND ENTER INTO AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION REGARDING SUCH MAINTENANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the STATE is planning an improvement that will replace the existing SR 529 two-lane swing bridge with a fixed span bridge to be located east of the existing bridge, along with the construction of sidewalks, bike lanes, illumination, irrigation system, installation of vegetation and other features along the roadside and within the corporate limits of the CITY, hereinafter the "PROJECT", and

WHEREAS, the CITY has requested the STATE construct fourteen (14) decorative luminaries with hanging baskets, which require a support irrigation system and electrical connections, that exceed STATE standards, which will require maintenance beyond normal STATE practices, and

WHEREAS, the CITY agrees that including these decorative luminaries, hanging baskets, including a support irrigation system and electrical connections, require additional maintenance, the CITY desires to provide a higher level of maintenance than current STATE maintenance standards, that are located within STATE's right of way, and

WHEREAS, the CITY and STATE wish to enter into Agreement titled - SR 529, EBEBY SLOUGH BRIDGE REPLACEMENT DECORATIVE LUMINAIRE MAINTENANCE GM 1543 pursuant to chapter 39.34 RCW and RCW 35A.47.030 to perform the maintenance work as agreed to by Parties,

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

Section 1. The Marysville City Council approves and authorizes the following:

- A. The Agreement titled - SR 529, EBEBY SLOUGH BRIDGE REPLACEMENT DECORATIVE LUMINAIRE MAINTENANCE GM 1543 attached and incorporated by reference.

B. The Mayor to sign the Agreement titled - SR 529, EBEY SLOUGH BRIDGE REPLACEMENT DECORATIVE LUMINAIRE MAINTENANCE GM 1543 – attached and incorporated by reference.

C. The City to perform the duties as specified in the Agreement titled SR 529, EBEY SLOUGH BRIDGE REPLACEMENT DECORATIVE LUMINAIRE MAINTENANCE GM 1543 -attached and incorporated by reference.

Section 2. This ordinance shall be effective 5 days after its publication by summary.

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

CITY OF MARYSVILLE

Dennis L. Kendall, Mayor

ATTEST:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney.

Date of Publication: _____

**SR 529, EBEBY SLOUGH BRIDGE REPLACEMENT
DECORATIVE LUMINAIRE MAINTENANCE
GM 1543**

This Agreement is made and entered into between the State of Washington, Department of Transportation, hereinafter called the "STATE," and the City of Marysville, a municipal corporation located at 1049 State Avenue, Marysville, WA 98270, hereinafter called the "CITY," together referred to as "Parties" and individually, the "Party."

WHEREAS, the STATE is planning an improvement that will replace the existing SR 529/25 two-lane swing bridge with a fixed span bridge to be located east of the existing bridge, along with the construction of sidewalks, bike lanes, illumination, irrigation system, installation of vegetation and other features along the roadside and within the corporate limits of the CITY, hereinafter the "Project," and

WHEREAS, the CITY has requested the STATE to construct fourteen (14) decorative luminaires with hanging baskets, which require a support irrigation system with electrical connections, hereinafter the "Features," and

WHEREAS, STATE standards do not require illumination on the new SR 529/25 bridge, and

WHEREAS, the CITY acknowledges and agrees that including these Features will require additional maintenance; therefore, the CITY agrees to maintain the Features at its sole cost, and

WHEREAS, the CITY will adopt an ordinance authorizing the CITY to enter into this Agreement and to maintain the decorative luminaires which are located on STATE-owned right of way; a draft of said ordinance is attached hereto as Exhibit B and incorporated herein,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and RCW 35A.47.030, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached hereto and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The Parties have agreed to the construction of the Features to be placed on the bridge, on state-owned right of way, as shown in attached Exhibit A, hereinafter made part of this Agreement.

1.2 The CITY agrees to perform the maintenance and operation of the Features at CITY's sole expense to the extent set forth in this Agreement,

1.3 The STATE will be the owner of the Features to be constructed on state-owned right of way.

1.4 Should the CITY terminate this Agreement pursuant to Section 6, the CITY agrees to reimburse the STATE for all costs associated with removing the Features. The CITY's reimbursement of said costs shall be paid pursuant to Section 4.

1.5 STATE shall notify the CITY in writing of the date the CITY's maintenance responsibilities under this Agreement shall begin. STATE's written notice will set a beginning date not less than seven (7) working days from the date of the written notification.

2. CITY MAINTENANCE RESPONSIBILITIES

2.1 The CITY, at the CITY'S sole cost and expense, agrees to maintain, provide all materials, equipment and labor associated with the maintenance, replacement, repairs, water costs, power costs and any other incidentals associated with the operation and maintenance of the Features constructed as part of the Project that are located within STATE-owned right of way. Water and power utility service agreements shall be the CITY's responsibility and billing shall be in its name.

2.2 The CITY shall not perform or allow to be performed any work authorized under this Agreement in such a way as to conflict with, impede or disrupt in any way STATE highway construction, operation, or maintenance or interfere with or endanger the safety of the traveling public.

2.3 The CITY shall not damage or allow to be damaged the highway right of way or state property in any way and agrees to be directly liable to the STATE for all repairs and/or replacement costs if such damages occur.

2.4 The CITY shall be responsible for the cleanup of any material tracked onto the STATE's highway during maintenance activities and shall comply with the provisions of RCW 46.61.655, dropping load on public highways.

2.5 The CITY, shall perform the following items of work necessary to maintain the hanging baskets, irrigation systems, and electrical connections at the sole cost of the CITY:

2.5.1 Vegetation Maintenance

A. As part of the Features, the CITY shall plant and maintain the decorative hanging baskets. Activities include, but are not limited to, planting, weed control (manual), fertilizing, applying mulch and organic amendments.

B. All traffic control for any maintenance work within or around the bridge shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or Work Zone Traffic Control Guidance M54-44 and shall be at the sole cost of the CITY. Work shall be limited to off-peak hours. Traffic control plans shall be submitted to the STATE for review and approval. The STATE shall review and approve, modify, or reject any of the CITY's plans within fifteen (15) working days after receipt of the plans. Plans shall be submitted to the WSDOT Traffic Office, PO Box 330310, Seattle, WA 98133-9710.

2.5.2 Irrigation Systems Operation and Maintenance

A. Perform normal and regular operation of the irrigation system, including, but not limited to, winterization, spring start up, annual backflow testing, programming of irrigation clocks, flushing and testing the irrigation systems, replacement of damaged or broken irrigation system components: heads, pipes, wires, and valves as needed for complete operation.

The CITY agrees that it shall be solely liable for costs and damages associated with any problems and/or consequences resulting from leaks in the irrigation systems, including, but not be limited to, icing conditions on the highway that either damage the highway or forms the basis of personal and/or property damage claims by the traveling public, erosion control, contamination of water systems, and backflow testing.

Material, equipment and labor costs for all irrigation operation, maintenance, replacement, and repairs and any other incidentals needed shall be at the sole responsibility and cost of the CITY.

B. The CITY shall notify the water and electrical utilities that the CITY is responsible for and will pay the cost of all water and electrical service bills necessary for the operation of the irrigation systems and luminaires and shall provide the STATE with copies of the notices.

3. RIGHT OF ENTRY

3.1 The STATE hereby grants to the CITY and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the STATE has an interest for the purpose of replacement and maintenance of the Features as required by this Agreement.

4. DEFICIENT MAINTENANCE AND OPERATION

4.1 In the event the CITY does not perform operation and maintenance work as identified in Section 2, the STATE reserves the right to perform emergency maintenance without prior notice to the CITY for the affected areas of the Features that the STATE deems necessary for the safe operation and maintenance of the state highway right of way. The CITY agrees to reimburse the STATE for all actual direct labor costs and related direct non-labor costs associated with the emergency maintenance within thirty (30) calendar days of the STATE invoice date in accordance with Section 4.3.

4.2 Should the CITY fail to perform its operation and/or maintenance responsibilities which do not directly impact the safe maintenance and operation of the state highway or endanger the traveling public, the STATE will provide written notification to the CITY to comply with the provisions of this Agreement. The CITY shall comply with the requirements of this Agreement within thirty (30) calendar days after receipt of said notification.

4.2.1 If the CITY does not correct the deficiencies identified in the STATE's written notice within thirty (30) calendar days after receipt of said notification, the STATE may perform the needed work. All costs associated with this work performed by the STATE shall be borne by the CITY and paid in accordance with section 4.3. If a deficiency cannot with due diligence be cured within the thirty (30) calendar day period, the CITY shall make a written request of the STATE for an extension of time, and the STATE shall respond in writing granting the number of days extended, if any. The STATE shall not, without good cause, deny such a request.

4.3 The STATE may correct any deficiency by use of STATE forces or by use of a contractor, and the STATE shall invoice the CITY for the actual direct labor costs and related direct non-labor costs associated with the work performed. Upon receipt of a detailed, itemized invoice from the STATE, the CITY agrees to and shall make payment within thirty (30) calendar days; provided, however, if the CITY objects to all or any portion of an invoice, it shall notify the STATE of its objections within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. The STATE and the CITY shall immediately make every effort to settle the disputed portion, and if necessary, utilize the Dispute Resolution provision of Section 10. The CITY agrees that if it does not make payment on undisputed portions of an invoice within ninety (90) calendar days after invoice receipt, the STATE may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund.

5. AGENCY REPRESENTATIVES

5.1 STATE

Area 3 Maintenance Superintendent or his/her representative
709 North Broadway
Everett, WA 98206
425-253-8300

CITY

Marysville Public Works Director or his/her representative
80 Columbia Avenue
Marysville, WA 98270
360-363-8100

6. TERM OF AGREEMENT

6.1 The terms of this Agreement shall become effective as of the date of execution of this Agreement and shall continue until such time this Agreement is terminated pursuant to Section 7.

7. TERMINATION

7.1 This Agreement may be terminated only if mutually agreed to by the STATE and the CITY. Conditions of termination shall be mutually agreed to in writing and signed by both the STATE and the CITY.

7.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the STATE and/ or to the CITY prior to termination.

8. MODIFICATIONS

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

9. ASSIGNMENT

9.1 Neither the STATE nor the CITY shall transfer or assign any right or obligation under this Agreement without prior written consent of the other Party.

10. SEVERABILITY

10.1 Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

11. DISPUTES RESOLUTION

11.1 In the event that a dispute arises under this Agreement which cannot be resolved between the Parties, the dispute shall be settled in the following manner: The STATE and the CITY shall each appoint a member to a dispute board. These two members shall jointly appoint a third member to the dispute board who is not affiliated in any manner with the two Parties to this Agreement. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

12. INDEMNIFICATION AND WAIVER

12.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligent acts and/or omissions of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees, contractors and/or authorized agents and (b) the CITY, its employees, contractors and/or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents.

12.2 The CITY agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing operation and/or maintenance of the Features located on STATE owned right of way. For this purpose, the CITY, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

12.3 This indemnification and waiver shall survive the termination of this Agreement

13. VENUE

13.1 In the event that either the CITY or the STATE deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of their own attorney's fees, witness fees, and costs.

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

CITY OF MARYSVILLE
A Washington Municipal Corporation

**WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Mayor

Dave McCormick, P.E.
Assistant Regional Administrator
For Maintenance, Northwest Region

Date: _____

Date: _____

Approved As To Form:

Approved As To Form:

By: _____

By: _____

City Attorney

Ann E. Salay
Assistant Attorney General

Date: _____

Date: _____

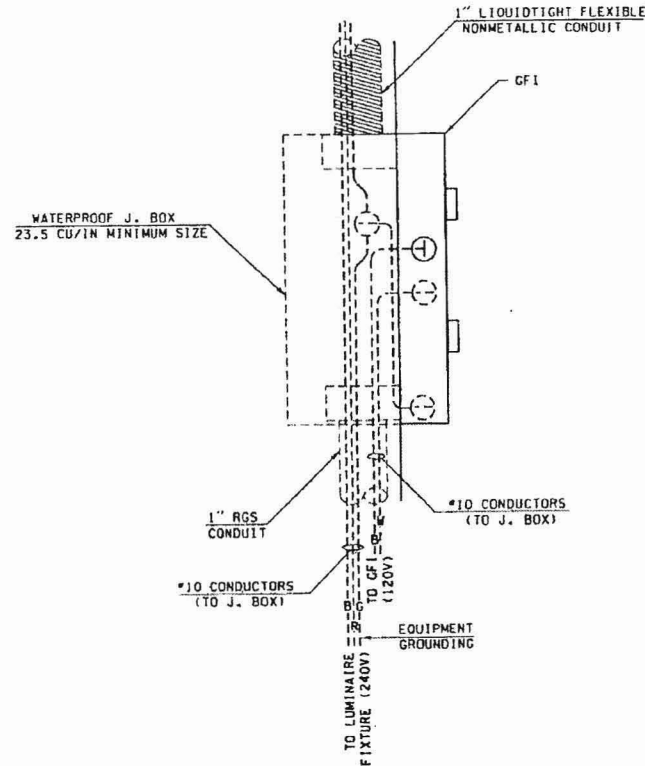
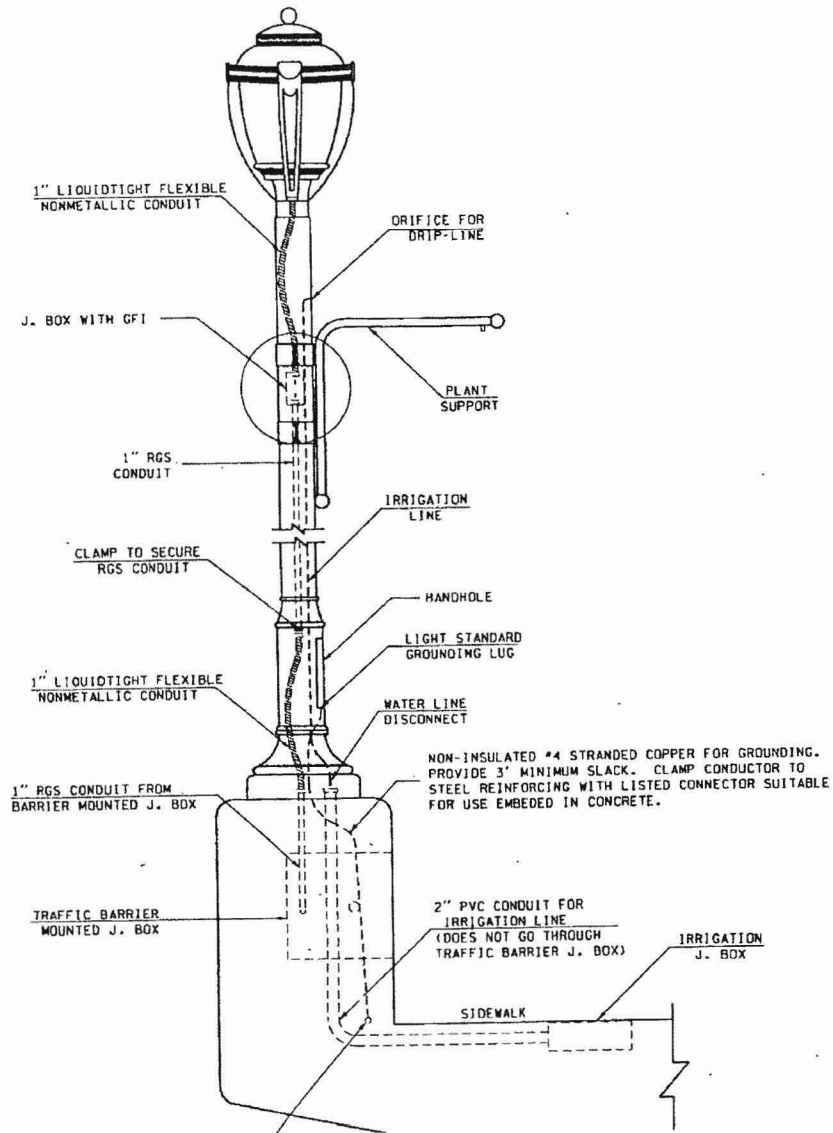


Exhibit "A"
 1 of 2
 Agreement/permit
 GA 1543

NOTES:

1. FUSED DISCONNECT SHALL BE PROVIDED INSIDE J. BOX FOR EACH IRRIGATION CIRCUIT AND DECORATIVE LIGHT CIRCUIT.
2. THE HANDHOLE SHALL FACE THE ROADWAY.
3. THE J. BOX FOR CFI SHALL BE INSTALLED AT THE RIGHT SIDE, BY LOOKING FROM THE ROADWAY, OF THE DECORATIVE LIGHT STANDARD.

DECORATIVE LIGHT STANDARD INSTALLATION

LUMINAIRE SPECIFICATIONS:

CATALOG NO.: CP3289-F3AP-VS3AP-S12-41W350DC2870L5000K-240-RAL7022TX

GLOBE MAT'L: HIGH-IMPACT ACRYLIC POND FINISH

IES CLASSIFIC: TYPE III

WATTAGE: 41 WATTS

LIGHT SOURCE: LED

LINE VOLTAGE: 240 VOLTS

DRIVER: MOUNTED ON A STAINLESS STEEL QUICK RELEASE TRAY.

ALL COMPONENTS SHALL HAVE MOLEX QUICK CONNECTORS.

DRIVER, LED, TESTED AT FACTORY

POLE ADAPTOR: FITTER WITH SQUARE HEAD BOLTS

IP66 WEATHERPROOF LUMINAIRE WITH "V" GROOVE SILICONE GASKET

POLE SPECIFICATIONS:

CATALOG NO.: CP3357-12-SA-BD57-RAL7022TX-GFI-OP1-BP3524AP/S1-TN43

MATERIAL: 5" ROUND SHAPE, ALUMINUM TUBING

POLE HEIGHT: 12'-0"

ANCHOR BOLTS: (4) 3/4" x 20"

BOLT CIRCLE: 11 1/2"

GFI: DUPLEX RECEPTACLE, GROUND FAULT INTERRUPTER. SEE ELECTRICAL DETAILS FOR INSTALLATION LOCATION.

BP3524AP/S1: REMOVABLE PLANT SUPPORT MADE OF STEEL ROD WITH CLAMP

BASE COVER: TWO-PIECE COVER MADE OF ALUMINUM WITH AN ACCESS DOOR

POLE COORDINATION WITH 1 ORIFICE FOR DRIP-LINE

ALL NON ELECTRICAL HARDWARE SHALL BE STAINLESS STEEL

COLOR & FINISH: TEXTURED POWDER COAT UMBRA GREY

PAINT WARRANTY: 5 YEARS

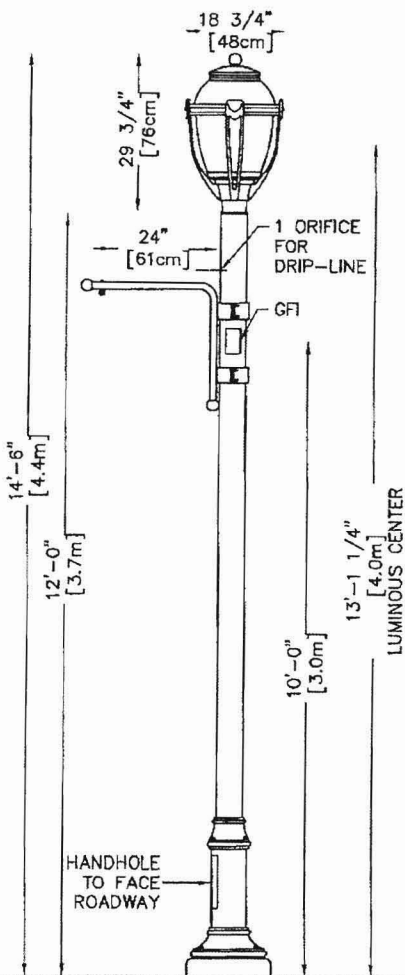


Exhibit "A"

2 of 2

SM 1543

Drawing #: CP3289 - P1002

PAGE 1



City of Marysville, LED option

CP3289

SPECIFICATION

TEL 450 436 5500
FAX 450 436 3011

Date: MAY 4, 2010 Scale: 3/8"=1'-0" Designer: F.R.

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 28, 2010

AGENDA ITEM: Resolution Accepting Monetary Gift from Marysville Noon Rotary	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Resolution	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Marysville Noon Rotary Club has contributed a total of \$2,500 to the City for use in the development of two projects in city owned parks. Funds will be utilized to offset costs associated with construction of a new Disc Golf Course at Strawberry Fields and landscape improvements to the Jennings Park Master Garden site.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Attached Resolution accepting the gift(s) from Marysville Noon Rotary in the amount of \$2500.</p>
--

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, the Marysville Noon Rotary Club have made a significant contribution to the development and construction of new park improvement for the City of Marysville as the recipient of a gift; and

WHEREAS, said gift was provided by the donors for the purpose of contributing to the installation of a new Disk Golf Course at Strawberry Fields and Landscape Improvements to Jennings Memorial Park for the benefit of residents and visitors to Marysville. The improvements are to be installed by the city on city property; and

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

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

The City of Marysville hereby accepts the gift of \$2,500 from the Marysville Noon Rotary Club subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of June, 2010

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

RESOLUTION – 2 Noon Rotary Club Contribution

CITY OF MARYSVILLE, WASHINGTON

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Marysville, Washington, setting a date and time for a public hearing on the creation of a local improvement district for making certain improvements within that district pursuant to property owners' petition therefor, and providing for the publication and mailing to property owners of notice of that hearing.

WHEREAS, a petition has been filed with the City Clerk for the creation of a local improvement district to provide for making improvements within that district, all as more particularly described in that petition, and the City Council must set a date and time for the holding of a public hearing on that petition; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, as follows:

Section 1. The public hearing on the creation of a local improvement district for the making of certain improvements as described in the property owners' petition therefor, attached hereto as Exhibit A and incorporated herein by this reference, will be held before the City Council on July 12, 2010 at 7:00 p.m., local time, in the Council Chambers, Marysville City Hall, 1049 State Avenue, Marysville, Washington.

Section 2. The City Clerk is directed to cause notice of the hearing to be given by mail to all owners or reputed owners of all lots, tracts and parcels of land or other property to be specially benefited by the proposed improvements, as shown on the rolls of the Snohomish County Assessor at the address shown thereon, at least 15 days prior to the date of the hearing as required by law, and to publish this resolution in two consecutive issues of the official newspaper

of the City or, if there is no official newspaper, in a newspaper of general circulation in the City, with the first publication at least 15 days prior to the date of the hearing.

ADOPTED by the City Council of the City of Marysville, Washington, at a regular open public meeting thereof this _____ day of _____, 2010.

Dennis L. Kendall, Mayor

ATTEST:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

PETITION TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, FOR THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT TO PROVIDE FOR THE CONSTRUCTION OF THE IMPROVEMENT DESCRIBED HEREIN.

We, the owners according to the records of the Snohomish County Auditor of a majority (____%) of the area of the property described in Exhibit A attached hereto and by this reference incorporated herein, petition the Honorable Mayor and the City Council of the City of Marysville, Washington, to form a local improvement district for the purpose of constructing an Interstate 5 overpass, at 156th Street NE, as described in Exhibit B attached hereto and by this reference incorporated herein. These improvements shall be paid for by assessments against the property specially benefited thereby. Actual assessments may vary from assessment estimates as long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Signatures of Petitioners:

1. _____
(signature) (date) (printed name)

(street address) (city) (state) (ZIP code)

Property Description: _____

2. _____
(signature) (date) (printed name)

(street address) (city) (state) (ZIP code)

Property Description: _____

3. _____
(signature) (date) (printed name)

(street address) (city) (state) (ZIP code)

Property Description: _____

This document is one of a number of like documents, all of which together constitute the Petition for Formation of a Local Improvement District.

Exhibit A

156th Street Interstate 5 Overpass – Description of Property

West of I-5 – 156th St Overpass LID

Beginning at the intersection point of the south line of the NE Qtr of SEC 32, T31N, R5E, WM, and the west boundary of the I-5 right-of-way;

Thence westerly along the centerline of 148th St NE to the east margin of the BNRR right-of-way;

Thence northwesterly along the east margin of the BNRR right-of-way to the east-west centerline of SEC 29, T31N, R5E, WM;

Thence easterly to the southwest corner of the following described parcel: The SE1/4 SE1/4 NW1/4 SEC 29, T31N, R5E, WM, less the westerly 100ft thereof;

Thence northerly along the west line of said parcel to the northwest corner of said parcel;

Thence westerly to the east margin of 25th Ave NE;

Thence northerly along the east margin of 25th Ave NE to the northwest corner of the following described parcel: The NE1/4 SE1/4 NW1/4 SEC 29, T31N, R5E, WM, less the easterly 30ft thereof for public road;

Thence easterly along the north line of said parcel to the west margin of 27th Ave NE;

Thence northerly along the west margin of 27th Ave NE to the NE corner of the following described parcel: The N 115FT FDT BEG NE COR SE1/4 NE1/4 NW1/4 TH S00-27-08E ALG ¼ LN 191.19FT TO NLY MGN PRIV RD TH S87-22-33W ALG NLY MGN SD RD 185FT TH N00-27-28W 191.21FT TH N87-24-33E 185FT TO POB;

Thence westerly to the SW corner of the following described parcel: The W1/2 NE1/4 NE1/4 NW1/4 SEC 29, T31N, R5E, WM;

Thence northerly along the west line of said parcel to the south margin of 172nd St NE;

Thence easterly along said south margin of 172nd St NE to the west margin of the I-5 interchange right-of-way;

Thence southeasterly along the west margin of the I-5 right-of-way to the point of beginning.

Excluding public right-of-way.

East of SR 5 - 156th St. Overpass LID

Beginning at the intersection point of the south line of the SW 1/4 of Section 33, Township 31 North, Range 5 East W.M. and the north – south center section line common to the SW 1/4 and the SE 1/4 of the said section; Thence northerly on the said line to the northerly margin of 152nd St. NE;

Thence easterly along the north margin of 152nd St. NE to the eastern margin of 51st Ave. NE;

Thence southerly along the eastern margin of 51st Ave. NE to the northwest corner of the following described by the Snohomish County assessor property: The north 200 feet of the portion of the NW 1/4 of the SW 1/4 of Section 34, Township 31 North, Range 5 East W.M. described as beginning at the intersection of the south line of the said section with the westerly margin of the BNRN right of way as conveyed to Northern Pacific R.R. recorded under auditor file number 193479 and 193480 records of Snohomish County; thence N87°56'01"W 121.92 feet to a point 30 feet distance from the centerline of the existing road; thence N05°05'04"E and 30 feet distance from the centerline of the existing road 605.50 feet; thence S87°56'01"E 454.16 feet to the westerly margin of the BNRN right of way; thence S33°09'14"W 706.06 feet to the point of beginning of said northwest corner of said property; thence easterly along the north line of said property to the said westerly margin of the BNRN right of way;

Thence northeasterly along the westerly margin of the BNRN right of way to the intersection with the east - west center section line of Section 34, Township 31 North, Range 5 East, W.M.;

Thence easterly to the east line of the SE 1/4 of the NW 1/4 of Section 34, Township 31 North, Range 5 East, W.M.;

Thence northerly on the east line of the SE 1/4 of the NW 1/4 of Section 34, Township 31 North, Range 5 East, W.M. and its continuation northerly along the east line of the SE 1/4 of the SW 1/4 of Section 27, Township 31 North, Range 5 East, W.M. to the westerly margin of the BNRN right of way;

Thence northeasterly along the westerly margin of the BNRN right of way to the point of intersection with the north line of the south half of the south half of the NE 1/4 of Section 27, Township 31 North, Range 5 East, W.M.

Thence west on north line of the South 1/2 of the South 1/2 of the NE 1/4 of Section 27, Township 31 North, Range 5 East, W.M. following west on the continuation of said line being the north line of the south half of the south half of the NW 1/4 of Section 27, Township 31 North, Range 5 East, W.M. to the east margin of 51st Avenue NE;

Thence south along the east margin of 51st Avenue northeast to the east – west center section line of Section 28, Township 31 North, Range 5 East, W.M.;

Thence westerly along said east – west center section line of Section 28, Township 31 North, Range 5 East, W.M. to the eastern boundary line of the following described property: The south 1/2 of the SW 1/4 of the NE 1/4 of Section 28, Township 31 North, Range 5 East, W.M. less the east 330 feet thereof; thence north to the north boundary line of said property; thence westerly along the north line of said property; thence south on the west boundary line of said property to the southwest corner of the NE 1/4 of Section 28, Township 31 North, Range 5 East, W.M.;

Thence west on the north line of the SW 1/4 of Section 28, Township 31 North, Range 5 East, W.M. and its continuation along the north line of the SE 1/4 of Section 29, Township 31 North, Range 5 East, W.M. to the east boundary of SR 5; thence southerly along said east boundary of SR 5 to the intersection of said SR 5 eastern boundary and the southwest corner of the SW 1/4 of Section 33, Township 31 North, Range 5 East, W.M.;

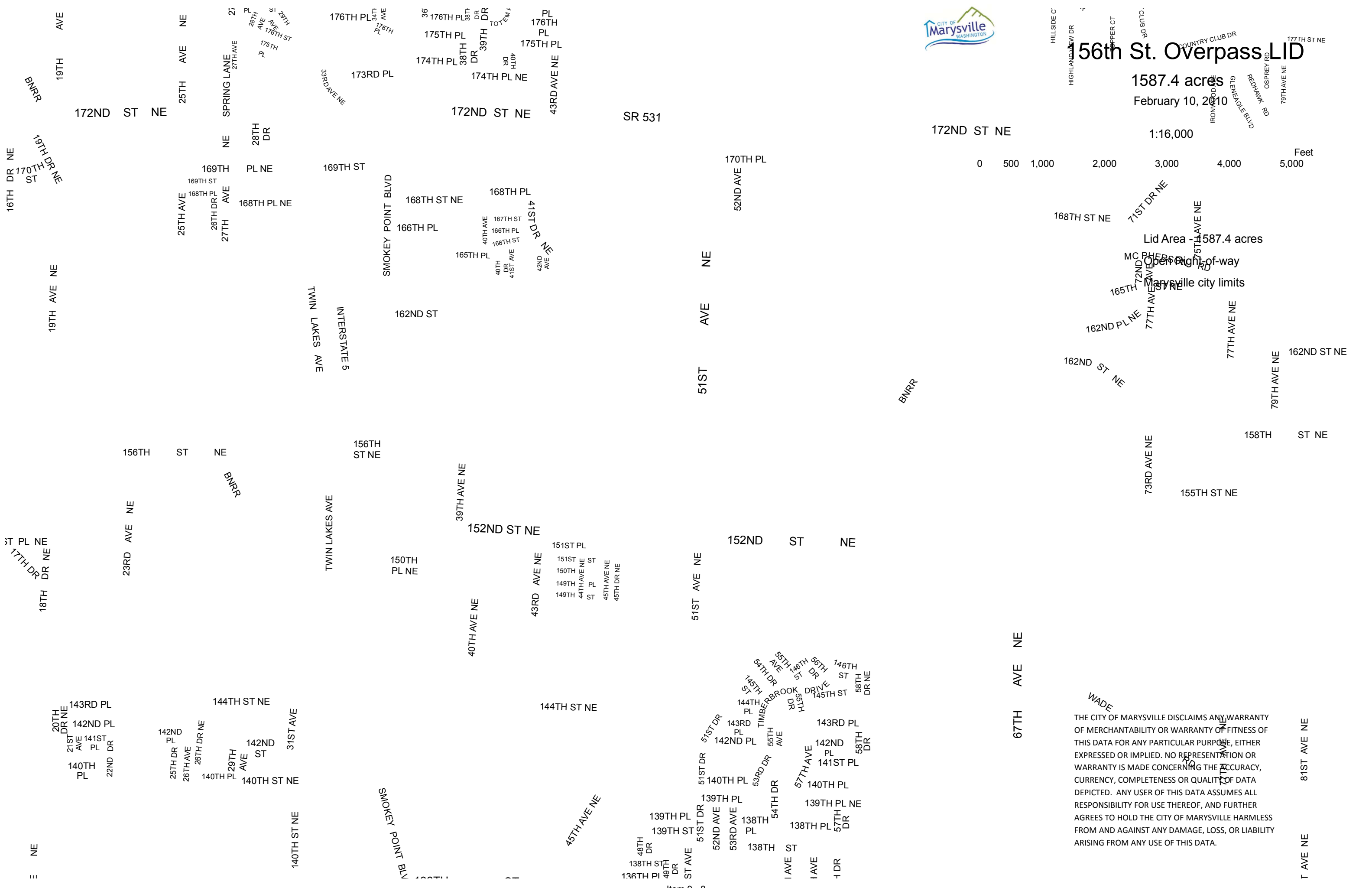
Thence easterly on the south line of the SW 1/4 of Section 33, Township 31 North, Range 5 East, W.M. to the point of beginning.

Excluding the BNRR right of way and public right of way.

Exhibit B

156th Street – Interstate 5 Overpass - Description of work:

This project will construct an overpass at 156th Street NE in Marysville, over Interstate 5, along with the road transitions at each end to connect to the existing streets. Also included in the project will be the design, right of way acquisition, and all other items associated with the design, construction and management of the project, and all other costs permitted under State law to be assessed in connection with the project.



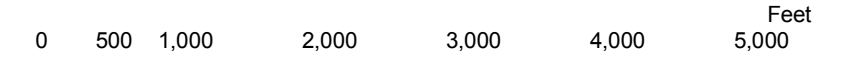
156th St. Overpass LID

1587.4 acres

February 10, 2010

172ND ST NE

1:16,000



168TH ST NE

Lid Area - 1587.4 acres

Open Right-of-way

Marysville city limits

162ND ST NE

155TH ST NE

158TH ST NE

WADE

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.