

Marysville City Council Work Session

December 5, 2011

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 November 14, 2011 City Council Meeting Minutes.
2. Approval of November 28, 2011 City Council Meeting Minutes.

Consent

3. Approval of November 23, 2011 Claims in the Amount of \$445,571.76; Paid by Check Number's 73825 through 73942.
4. Approval of November 30, 2011 Claims in the Amount of \$173,529.68; Paid by Check Number's 73942 through 74064 with Check Number 73763 Voided.
5. Approval of the November 18, 2011 Payroll in the Amount of \$775,163.08; Paid by Check Number's 24907 through 24945 with Check Number 45805 Voided and Reissued with Check Number 24906.

Review Bids

Public Hearings

6. A Public Hearing Concerning Ordinance 2867 Regarding Medical Marijuana Dispensaries, Collective Gardens, and the Licensing and Permitting Thereof (*Will be held on December 12, 2011*).

Action Item

7. A **Resolution** of the City Council of Marysville, Washington on the Subjects of Establishing a Small Public Works Roster Process to Award Public Works Contracts and a Consulting Services Roster for Architectural, Engineering and Other Professional Services.
8. A **Resolution** of the City of Marysville Amending Bid and Purchasing Policy and Repealing Resolution No. 2127.

New Business

Marysville City Council Work Session

December 5, 2011

7:00 p.m.

City Hall

New Business

9. Interagency Agreement No. C1200158 between the Department of Ecology and City of Marysville.
10. Amendment Number 1 to the State of Washington Department of General Administration Intergovernmental Agreement Number 2010-WPC-219 for Office of Statement Procurement State Purchasing Cooperative.
11. Renewal of the Facility Use Agreement with AllianceOne.
12. Acceptance of the Water Meter Equipment Procurement Project.
13. Facility Use Agreement with the United States Bankruptcy Court.
14. Greater Marysville Tulalip Chamber of Commerce - Visitor and Communication Information Center Agreement.
16. United States Department of Agriculture for Wildlife Services.
17. Washington Public Agency Membership Contract with Municipal Research and Services Center of Washington (MRSC).
18. An **Ordinance** of the City of Marysville, Washington, Relating to Contracting Indebtedness; Authorizing the Issuance of Limited Tax General Obligation Bonds to Provide the Funds Necessary to Pay a Portion of the Costs of Designing and Constructing Street Improvements as Part of the SR9/SR92 Break in Access Project; Authorizing the Issuance of Limited Tax General Obligation Bond Anticipation Notes Pending the Issuance of those Bonds; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of those Notes and Other Notes Previously Authorized by the City; and Providing for other Matters Relating Thereto.

Legal

15. Professional Services Agreement with Stategies 360, Inc. for Consultant Services.
19. Professional Services Agreement between the City of Marysville and Weed, Graafstra and Benson, Inc., P.S. for Legal Services.

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

Marysville City Council Work Session

December 5, 2011

7:00 p.m.

City Hall

C. Real Estate

Adjourn

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

Work Sessions are for City Council study and orientation - Public Input will be received at the December 12, 2011 City Council meeting.

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Presentations	
Volunteer of the Month - Octavio Ubin Mendez Diaz and family	Presented
Approval of Minutes	
Approval of October 24, 2011 City Council Meeting Minutes	Approved
Consent Agenda	
Approval of October 19, 2011 Claims in the Amount of \$823,616.00; Paid by Check Number's 73111 through 73246 with Check Number's 48632, 49388, 49585, 50381, 50682, 51202, 51210, 51293, 51681, 51961, 52288, 53178, 53463, 53985, 54918, 57204, 57335, 58662, 58886, 59500, 60956, 61490, 61743, 62532, 63240, 71490, and 73067 Voided.	Approved
Approval of the October 26, 2011 Claims in the Amount of \$318,090.58; Paid by Check Number's 73247 through 73405 with Check Number 73180 Voided.	Approved
Approval of October 20, 2011 Payroll in the Amount of \$796,561.11; Paid by Check Number's 24817 through 24857.	Approved
Approval of the November 2, 2011 Claims in the Amount of \$1,864,750.50; Paid by Check Number's 73406 through 73546.	Approved
New Business	
Amendment to the Boys and Girls Clubs of Snohomish County Lease Agreement with Option to Purchase.	Approved
Fourth Amendment of the Interlocal Agreement with the Tulalip Tribes for Jail Services	Approved
Supplemental Agreement No. 3 to Professional Services Agreement for City of Marysville and Otak, Inc.	Approved
An Ordinance of the City of Marysville, Washington, Affirming the Recommendation of the Planning Commission, Rezoning Approximately 77-Acres of Property Generally Located South of 156th Street NE, East of BNSF Railway and West of Twin Lakes Avenue from BP (Business Park) to CB (Community Business), and Amending the Official Zoning Map of the City.	Approved Ord. No. 2877
Recovery Contract for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 83rd Avenue NE).	Approved Recovery Contract No. 291
Recovery Contract for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 84th Street NE).	Approved Recovery Contract No. 292
Recovery Contract for Water Main, Marysville School District No. 25, Getchell High School (Water main in 84th Street NE).	Approved Recovery Contract No. 293
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:50 p.m.

Executive Session	7:55 p.m.
Litigation	
Personnel – one item	
Real Estate	
Adjournment	8:05 p.m.



Regular Meeting
November 14, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Dennis Niva of Ninty-Second Street Church of Christ.

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

Councilmember Seibert reported on the Wednesday, October 26th Finance Committee meeting where the main topic was the budget.

Councilmember Seibert then reported on the November 9th Snohomish County Solid Waste Advisory Committee where the following items were discussed:

- Outbound tonnage is down 3%; inbound tonnage is down 1%.
- There will be a tire collection in the spring; the date has not been set, but it will be on their website when it is established.
- Solid Waste Comprehensive Plan Update– The biggest item of concern is that it has to go through the SEPA process. Snohomish County will be setting up a meeting with Marysville to discuss changes in the organic section of the plan.
- They are discussing changing to quarterly meetings due to light agendas at meetings.

Presentations

A. Volunteer of the Month - Octavio Ubin Mendez Diaz and family

Mayor Nehring discussed Octavio's volunteer contributions to the community through the YMCA Minority Achievers Program, the Marysville School District, YMCA Summer Food Program, coaching kids in soccer, graffiti removal at Totem Middle School and many other activities. Mayor Nehring thanked him for his service and presented him with the Mayor's Volunteer of the Month Award for October.

Audience Participation

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

1. Approval of October 24, 2011 City Council Meeting Minutes.

Councilmember Phillips stated that he would be abstaining as he was not present at the October 24th meeting.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve the October 24, 2011 City Council Meeting Minutes. **Motion** passed (6-0) with Councilmember Phillips abstaining.

Consent

2. Approval of the October 19, 2011 Claims in the Amount of \$823,616.00; Paid by Check Number's 73111 through 73246 with Check Number's 48632, 49388, 49585, 50381, 50682, 51202, 51210, 51293, 51681, 51961, 52288, 53178, 53463, 53985, 54918, 57204, 57335, 58662, 58886, 59500, 60956, 61490, 61743, 62532, 63240, 71490, and 73067 Voided.
3. Approval of the October 26, 2011 Claims in the Amount of \$318,090.58; Paid by Check Number's 73247 through 73405 with Check Number 73180 Voided.
4. Approval of October 20, 2011 Payroll in the Amount of \$796,561.11; Paid by Check Number's 24817 through 24857.
5. Approval of the November 2, 2011 Claims in the Amount of \$1,864,750.50; Paid by Check Number's 73406 through 73546.

Motion made by Councilmember Soriano, seconded by Councilmember Rasmussen, to approve Consent Agenda items 2, 3, 4, and 5. **Motion** passed unanimously (7-0).

Review Bids - None

Public Hearings - None

New Business

6. Amendment to the Boys and Girls Clubs of Snohomish County Lease Agreement with Option to Purchase.

CAO Hirashima explained that this is an amendment to the payment schedule of the Boys and Girls Club. She noted that Boys and Girls Club Executive Director Bill Tsoukalas was present in the audience to answer any questions.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to authorize the Mayor to sign the Amendment to the Boys and Girls Clubs of Snohomish County Lease Agreement with Option to Purchase. **Motion** passed unanimously (7-0).

Bill Tsouklalas thanked the Council for approving the Amendment. He noted that the Boys and Girls Club is in the process of getting pledges to pay down the balance and are about halfway there. He mentioned that Matt Ramsey is the new Director for the Marysville Boys and Girls Club.

7. Fourth Amendment of the Interlocal Agreement with the Tulalip Tribes for Jail Services.

Chief Smith explained that this brings the Tulalip Tribes current with Marysville's contracts with other cities.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to authorize the Mayor to sign the Fourth Amendment of the Interlocal Agreement with the Tulalip Tribes for Jail Services. **Motion** passed unanimously (7-0).

8. Supplemental Agreement No. 3 to Professional Services Agreement for City of Marysville and Otak, Inc.

Public Works Director Nielsen said this is for the Master Permit of the industrial area in Smokey Point. He reviewed the status of this project.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to authorize the Mayor to sign the Supplemental Agreement No. 3 to Professional Services Agreement for City of Marysville and Otak, Inc. **Motion** passed unanimously (7-0).

9. An Ordinance of the City of Marysville, Washington, Affirming the Recommendation of the Planning Commission, Rezoning Approximately 77-Acres of Property Generally Located South of 156th Street NE, East of BNSF Railway and West of Twin Lakes Avenue from BP (Business Park) to CB (Community Business), and Amending the Official Zoning Map of the City.

CAO Hirashima reported that the Planning Commission has recommended approval of an area-wide rezone of approximately 77 acres of property from Business Park to

Community Business. This particular area was identified in the City's 2006 Comprehensive Plan as Business Park, but eligible to rezone to Community Business if transportation and a road extension are programmed and funded for construction. With the 156th Street Overcrossing now underway, that requirement is satisfied.

Motion made by Councilmember Soriano, seconded by Councilmember Stevens, to approve Ordinance No. 2877, An Ordinance of the City of Marysville, Washington, Affirming the Recommendation of the Planning Commission, Rezoning Approximately 77-Acres of Property Generally Located South of 156th Street NE, East of BNSF Railway and West of Twin Lakes Avenue from BP (Business Park) to CB (Community Business), and Amending the Official Zoning Map of the City. **Motion** passed unanimously (7-0).

Legal

10. Recovery Contract for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 83rd Avenue NE).

Director Nielsen stated that the following three items are all standard recovery contracts authorized by the City's code. Staff has reviewed them and recommends approval.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to authorize the Mayor to sign Recovery Contract No. 291, a Recovery Contract for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 83rd Avenue NE). **Motion** passed unanimously (7-0).

11. Recovery Contract for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 84th Street NE).

See item 10 above.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to authorize the Mayor to sign Recovery Contract No. 292, a Recovery Contract for Sewer, Marysville School District No. 25, Getchell High School (Sewer main in 84th Street NE). **Motion** passed unanimously (7-0).

12. Recovery Contract for Water Main, Marysville School District No. 25, Getchell High School (Water main in 84th Street NE).

See item 10 above.

Motion made by Councilmember Stevens, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Recovery Contract No. 293, a Recovery Contract for Water Main, Marysville School District No. 25, Getchell High School (Water main in 84th Street NE). **Motion** passed unanimously (7-0).

Mayor's Business

Mayor Nehring briefed Council on the Governor's suggestions for how to handle the budget shortfall at the state level. There are some fairly substantial methods in that particular recommendation that cut deeply into City resources and shared revenues with the state. This would not only affect the City, but the school district as well. Staff has set up meetings with each of the 12 legislators in districts that currently represent Marysville. He invited Councilmembers to attend any of the meetings if they are able. He also recommended that they email or call their legislators. A major concern is the .2 of a percent sales tax for the annexation. The City has already made investments and financial commitments in anticipation that the State would follow through on their commitment to share the sales tax revenues with the City for ten years. He distributed a copy of the meeting schedule.

Staff Business

Jim Ballew:

- Snohomish County has released their grant application process for the newly formed Tourism Promotion Area (TPA). The TPA will distribute funds to anybody eligible that will promote tourism in Snohomish County. The main criterion is that any event they are promoting will generate stays in motels. He stated that they hope to apply for this someday.
- He unveiled some of the wreaths that have been painted. He thanked Doug Buell, Becky Randall, and the kids from Marysville School District for their involvement in this project.
- Parks staff is getting ready for the holidays with decorations.
- Staff is also preparing for Merrysville for the Holidays and the Tour of Lights. The Tour of Lights has seven sponsors, will start on December 1, and will run through the 30th every Thursday, Friday, and Saturday with the exception of the 3rd and Christmas Eve.
- Staff is working feverishly to get the Winter Guide done.

Chief Smith reminded everyone about the community forum that will be held tomorrow night 7:00 at Marysville Pilchuck High School regarding holiday safety strategies.

Kevin Nielsen:

- Snow, power outages, and localized flooding are in the forecast this weekend. Public Works staff is prepared. He urged the public to stock up on supplies and be prepared.
- They are hoping to get money for 116th for freight mobility. The City has committed to doing some funding applications on that project and are asking for \$10 million. He credited John Tatum and John Cowling for presenting this last week to the board.

Doug Buell distributed a new variation of the Marysville Messenger which will carry general news and events and will be produced in-house. Gloria Hirashima noted this will have more of an emphasis on the calendar.

Sandy Langdon noted that the Finance Committee meeting is scheduled for Wednesday but there is nothing on the agenda. Chair Seibert cancelled the meeting. Finance Director Langdon reminded everyone about the Budget Hearing on November 28th

Grant Weed:

- He attended and testified, on behalf of Marysville and some other cities, at a public hearing at Snohomish County Council on their Human Rights Ordinance. The County Council unanimously approved the Ordinance which amends their Human Rights Ordinance.
- He stated the need for an Executive Session to discuss an update to collective bargaining for ten minutes with no action requested.

Gloria Hirashima:

- There will be a meeting with the Tribes prior to the next Council meeting on the 28th from 5:30 to 7 p.m. Staff is putting together the agenda this week.
- AWC Legislative Action Conference is coming up in January. Staff is setting up meetings with representatives.

Call on Councilmembers

Carmen Rasmussen:

- She thanked Octavio for his work in the community and volunteerism.
- She discussed her experience painting the wreath for the Cities. She commended the Marysville Arts Coalition and Parks for this wonderful idea. She also thanked the school district for their involvement.
- She expressed appreciation to Parks for their creativity with the golf course lights for the Tour of Lights, the parade and all the great activities they put on.

Councilmember Phillips also thanked Octavio for all his work in the community.

Councilmember Soriano applauded the businesses and service providers that spent the time to recognize veterans over the last week. He also congratulated Octavio for his service.

Councilmember Stevens thanked Octavio for his service. He also thanked Gloria Hirashima and Director Nielsen for their hard work and tenacity on the Smokey Point Master Plan.

Councilmember Vaughan commented that the improvements to the website are significant.

Councilmember Seibert congratulated Octavio. He also congratulated the Mayor, Councilmembers Rasmussen and Stevens, as well as the new councilmembers for their success in the recent election.

At 7:50 Council recessed for five minutes and then reconvened into Executive Session to discuss an update to collective bargaining for ten minutes with no action requested.

Executive Session

- A. Litigation**
- B. Personnel** - one item per RCW 42.30.140 (4)(a)
- C. Real Estate**

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:05 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approval of November 7, 2011 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of the November 4, 2011 Payroll in the Amount of \$1,385,116.62; Paid by Check Number's 24858 through 24905.	Approved
Approval of the November 9, 2011 Claims in the Amount of \$503,024.80; Paid by Check Number's 73547 through 73685 with Check Number 73029 Voided.	Approved
Approval of the November 16, 2011 Claims in the Amount of \$428,532.34; Paid by Check Number's 73686 through 73824.	Approved
Public Hearing	
Public Hearing Regarding the 2012 Proposed Budget and Property Tax Levies.	Held
New Business	
An Ordinance of the City of Marysville, Washington Levying EMS Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2012.	Approved Ord. No. 2878
An Ordinance of the City of Marysville, Washington Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2012.	Approved Ord. No. 2879
A Resolution of the City Council of the City of Marysville, Washington Establishing that Special Market Conditions Exist with Respect to the Purchase of Certain Ultraviolet Sanitizing Equipment and Technical Assistance and thereby Waiving that Competitive Bidding Occur.	Approved Res. No. 2311
Professional Services Agreement for Child Interview Specialist Service with Snohomish County Child Advocacy Center dba Dawson Place.	Approved
Grade Crossing Warning Sign Installation Agreement with BNSF Railway Company.	Approved
An Ordinance of the City of Marysville, Washington Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.0170, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.	Removed from Agenda
An Ordinance of the City of Marysville Amending Sections 3.64.020 (1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.	Approved Ord. No. 2880
An Ordinance of the City of Marysville, Washington Adopting a Budget for the City of Marysville, Washington, for the Year 2012, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations of Each Separate Fund and the Aggregate Totals of All Such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030.	Approved Ord. No. 2881
Legal	
Mayor's Business	

Staff Business	
Call on Councilmembers	
Adjournment	8:35 p.m.
Executive Session	8:40 p.m.
Litigation – one item per RCW 42.30.110 (1)(i)	
Personnel – one item per RCW 42.30.140 (4)(a)	
Real Estate	
Adjournment	8:58 p.m.

Regular Meeting
November 28, 2011

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. The invocation was given by Dave Carnes of Cross Connection Ministries.

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Financial Planning Manager Denise Gritton, Chief Smith, City Attorney Tom Graafstra, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Recording Secretary Laurie Hugdahl.

Committee Reports

Councilmember Rasmussen reported on the Marysville Fire District Board of Directors meeting on November 16 where the following items were discussed:

- Staff reported on a part-time recruit academy. 8 people were selected and 10 more will be selected in January for a total of 18 that will be ready to work in March.
- Light bulbs have been changed out in several of the stations which will result in a long-term savings in electrical costs.
- There has been a substantial reduction in overtime costs from last year due to the agreement with the labor union to approve a Supplemental Acting Captains List which increased the number of eligible candidates to be acting captains.
- The Board of Directors and the District 12 commissioners approved the Operating Budget for 2012.

Approval of Minutes

1. Approval of November 7, 2011 City Council Work Session Minutes.

Councilmember Seibert stated that he would be abstaining as he was not present at the November 7th Work Session.

Motion made by Councilmember Soriano, seconded by Councilmember Wright, to approve the November 7, 2011 City Council Work Session Minutes as presented.

Motion passed unanimously (6-0) with Councilmember Seibert abstaining.

Consent

2. Approval of the November 4, 2011 Payroll in the Amount of \$1,385,116.62; Paid by Check Number's 24858 through 24905.
3. Approval of the November 9, 2011 Claims in the Amount of \$503,024.80; Paid by Check Number's 73547 through 73685 with Check Number 73029 Voided.
4. Approval of the November 16, 2011 Claims in the Amount of \$428,532.34; Paid by Check Number's 73686 through 73824.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Consent Agenda items 2, 3, and 4. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

5. Public Hearing Regarding the 2012 Proposed Budget and Property Tax Levies.

Mayor Nehring commented that the 2012 budget is a conservative budget and is very similar to the 2011 budget. There were a lot of difficult decisions made in the 2011 budget because staff and the Council anticipated that the economy would not improve in the near future. There were several goals at that time:

- To get reserves up to a minimum of 6% with a goal of getting it at 10% - We are on track to have 8.5% reserves by the end of this year.
- Have a plan to reduce debt - We will be able to pay off some of our buildings within the next year. We will be cautious about incurring debt in the future.
- Be able to fund core services of government with the existing confines of a flat revenue - Overall we are able to fund the core services with the existing budget.

He commended the director team and employees who worked hard to find efficiencies at all levels. He expressed appreciation for the fact that the departments under-spent

their already conservative budgets. This shows responsibility on the part of the director team.

He stated that the Governor's proposed budget is concerning because it appears to be balanced largely on the backs of school districts and cities. There are proposals to eliminate or reduce shared revenues that the state has for cities that have annexed, for liquor excise tax, and for streamlined sales tax. Staff is meeting one-on-one with the legislative delegation to communicate their message. They are especially lobbying for the annexation sales tax credit to be left where it was supposed to be for ten years. He cautioned that they need to be prepared for the fact that the State could sweep some of the revenue away that they actually have budgeted for.

Finance Director Langdon reported on 2011 accomplishments. Since the Budget Work Shop they heard about the Governor's proposal and CAO Hirashima recommended amending of some of the requests. This resulted in reductions of \$371,654 as follows:

- Eliminated seasonal help
- GASB 34 report writer
- Qwuloolt
- Downtown revitalization
- Council Chamber computer projection improvements.

CAO Hirashima added that these projects all had been recommended to move the City forward. With the Governor's proposal the City stands to lose approximately \$400,000 for the second half of 2012. This is an attempt to address that reduction. If the cuts go through as proposed it would result in an ongoing yearly loss of more than \$800,000 and the City would need to look for additional ways to cut programs.

Mayor Nehring discussed the importance of the downtown revitalization plan and his hope that they would be able to fund this if at all possible. He also stressed the importance of street paving and sidewalks when there are funds available.

Finance Director Langdon continued to review the 2012 Preliminary Budget as contained in Council's packet.

Mayor Nehring thanked Jim Ballew, Kevin Nielsen and Council for striving to reduce the General Fund subsidy of the golf course. He thanked Sandy Langdon, Denise Gritton, and all the directors for their hard work on the budget and for their conservative nature.

The hearing was opened for public comment on the proposed 2012 budget at 8:01 p.m. There were no comments. The public hearing was closed at 8:01 p.m.

Council comments and questions:

Councilmember Stevens referred to slide 45 and asked for more clarification on the 1% property tax option. Finance Director Langdon explained that the 1% or IPD is allowable, whichever is less.

New Business

7. An Ordinance of the City of Marysville, Washington Levying EMS Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2012.

Mayor Nehring noted that since the EMS levy is capped out this item could be removed from the agenda. Councilmember Rasmussen noted that the Fire District is in the same situation but they took action anyway just as a formality. Mayor Nehring noted that it would be up to the Council if they wanted to take action.

Motion made by Councilmember Rasmussen, seconded by Councilmember Stevens, to approve Ordinance No. 2878. **Motion** passed unanimously (7-0).

8. An Ordinance of the City of Marysville, Washington Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2012.

Sandy Langdon explained that there are two possibilities for this item; one is for 1% and one is for 0%.

Motion made by Councilmember Rasmussen, seconded by Councilmember Stevens, to approve Ordinance No. 2879 taking the 1%. Upon a roll call vote, the **Motion** carried (4-3) with Councilmembers Wright, Rasmussen, Stevens, and Soriano voting in favor and Councilmembers Vaughan, Seibert, and Phillips voting against the motion.

9. A Resolution of the City Council of the City of Marysville, Washington Establishing that Special Market Conditions Exist with Respect to the Purchase of Certain Ultraviolet Sanitizing Equipment and Technical Assistance and thereby Waiving that Competitive Bidding Occur.

Director Nielsen explained that this eliminates the process for going out to public bid. They are asking approval of the sole source because it is a unique item.

Motion made by Councilmember Wright, seconded by Councilmember Soriano, to approve Resolution No. 2311. **Motion** passed unanimously (7-0).

10. Professional Services Agreement for Child Interview Specialist Service with Snohomish County Child Advocacy Center dba Dawson Place.

Chief Smith reviewed this item and recommended Council approval.

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to authorize the Mayor to sign the Professional Services Agreement for Child Interview Specialist Service with Snohomish County Child Advocacy Center dba Dawson Place. **Motion** passed unanimously (7-0).

11. Grade Crossing Warning Sign Installation Agreement with BNSF Railway Company.

Director Nielsen reviewed this item.

Motion made by Councilmember Soriano, seconded by Councilmember Phillips, to authorize the Mayor to sign the Grade Crossing Warning Sign Installation Agreement with BNSF Railway Company. **Motion** passed unanimously (7-0).

12. An Ordinance of the City of Marysville, Washington Increasing Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.0170, and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075.

This item was removed from the agenda.

13. An Ordinance of the City of Marysville Amending Sections 3.64.020 (1) and (2) of the Marysville Municipal Code, Relating to the Utility Tax on Telephone Services.

Motion made by Councilmember Rasmussen, seconded by Councilmember Phillips, to approve Ordinance No. 2880 reflecting a February 2013 expiration. **Motion** passed unanimously (7-0).

6. An Ordinance of the City of Marysville, Washington Adopting a Budget for the City of Marysville, Washington, for the Year 2012, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations of Each Separate Fund and the Aggregate Totals of All Such Funds Combined, and Establishing Compensation Levels as Proscribed by MMC 3.50.030.

Motion made by Councilmember Rasmussen, seconded by Councilmember Stevens, to approve Ordinance No. 2881 with an amendment to reflect the addition of the 1% in revenue which was approved by the Council tonight. **Motion** passed (5-2) with Seibert and Vaughan opposed.

Legal - None

Mayor's Business

Mayor Nehring:

- Thanks to everyone on the budget team for their hard work and diligence on this year's and also last year's budget.
- Last Tuesday he attended an NJROTC Passing Review which was a phenomenal event.

- Staff has met with nine of twelve state legislators and will meet with the remaining three this week. He thanked Councilmember Wright for participating in many of those. The meetings have been extremely productive.
- He gave an update on lobbying efforts. Staff has put together a binder which was sent to County Council Member John Koster. This will be forwarded to our federal delegation to try and include in the federal budget for much needed transportation funding for a potential on and off ramp to 529 and some initial work on making 156th a full interchange.

Staff Business

Jim Ballew:

- Merrysville for the Holidays will be held on Saturday.
- Cedarcrest Tour of Lights starts on Thursday.
- The basketball program starts in December. There are 700 kids and 170 volunteer coaches involved in the program.
- Staff is working hard on the next activity guide.
- 57 wreaths will be installed tomorrow.

Chief Smith

- There was a collision on 528 as a result of two cars who were racing. At least five cars were affected and some people were hospitalized.
- The community forum on personal safety and awareness went very well. He thanked Andrea Kingsford, Jim Ballew, Marysville Community Coalition, and Doug Buell for their work on this. He also commended Lt. Rasmussen, Lt. Wade, and Detective Dan Vinson who gave great presentations. There will be another community forum in February for personal preparedness/emergency management and one in March on traffic safety.

Kevin Nielsen:

- The rain last week resulted in some localized flooding, especially on 136th and 152nd. Most of the problem areas have to do with the corridors that are flat. The US Army Corps of Engineers is regulating these areas as wetlands. The City is seeking permission from the Corps to start dredging problem areas so they don't have these problems every year.
- Staff will be sweeping around the clock to remove fallen leaves.
- Cages are going in at 156th.
- There is \$200 million available nationwide through the federal government that came back because projects came in under budget.

Sandy Langdon thanked Denise Gritton and all the directors for their help on the budget. She will continue to review the Governor's proposed budget for implications to the City.

Denise Gritton had no comments.

Judge Towers had no comments.

Kristie Guy had no comments.

Tom Graaftstra stated the need for an Executive Session for 15 minutes to discuss two items, one concerning potential litigation and the other regarding collective bargaining.

Gloria Hirashima thanked everyone for their work on the 2012 budget. She noted that there are a lot of challenges ahead of them. They will have to work hard to prepare, not only for 2012, but also for 2013 and 2014. They will remain very responsible to the public for their money and try to deliver the best services they can.

Call on Councilmembers

Carmen Rasmussen commended Director Nielsen and his staff for keeping most of the roads clear of standing water. She reiterated that the budget is translated to real life by our creative, dedicated employees. She commended the staff who is our biggest asset for the great quality of service they provide to the citizens.

Lee Phillips stated that he will have to miss the December 7th Work Session due to work requirements.

John Soriano attended the community forum. He thought it was well done, informative, and reached the target audience.

Michael Stevens also thanked staff for all the work they have done on the budget. He encouraged everyone to contact the legislators regarding the shared tax revenue items to encourage them to find other ways to balance the budget.

Jeff Vaughan had no comments.

Donna Wright:

- She also commended the staff for their excellent work.
- She attended the Navy Jazz Band concert which was really well done.
- She will be out of town next Monday for the work session.

Jeff Seibert:

- He thanked everyone for the excused absence on November 7.
- He thanked staff for their excellent work on the budget.
- He asked about the December Public Works Committee meeting. There was consensus to postpone the meeting until January.

Council recessed at 8:35 for five minutes then reconvened into Executive Session at 8:43 for 15 minutes to discuss two items, one concerning potential litigation and the other regarding collective bargaining.

Executive Session

- A. Litigation – one item per RCW 42.30.110 (1)(i)
- B. Personnel – one item per RCW 42.30.140 (4)(a)
- C. Real Estate

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:58 p.m.

Approved this _____ day of _____, 2011.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12, 2011

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the November 23, 2011 claims in the amount of \$445,571.76 paid by Check No.'s 73825 through 73942.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$445,571.76 PAID BY CHECK NO.'S 73825 THROUGH 73942** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12TH DAY OF DECEMBER 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 11/17/2011 TO 11/23/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
73825	ACCURINT	INTEL CHECKS	POLICE ADMINISTRATION	71.19
73826	AFFORDABLE STORAGE	20' USED STEEL CONTAINER	WATER CAPITAL PROJECTS	2,850.75
73827	AFTS	REMITTANCE PROCESSING-OCT 2011	UTILITY BILLING	777.44
	AFTS	WEB PAYMENT SERVICES-OCT 2011	UTILITY BILLING	944.00
	AFTS	BILL PRINTING SERVICES-OCT 201	UTILITY BILLING	7,930.81
73828	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	42.35
	AMERICAN CLEANERS		DETENTION & CORRECTION	58.62
	AMERICAN CLEANERS		POLICE ADMINISTRATION	70.52
	AMERICAN CLEANERS		POLICE INVESTIGATION	130.10
73829	AMSAN SEATTLE	JANITORIAL SUPPLIES-WASTEWATER	WASTE WATER TREATMENT	195.01
	AMSAN SEATTLE	JANITORIAL SUPPLIES-COURT HOUS	COURT FACILITIES	286.68
	AMSAN SEATTLE	JANITORIAL SUPPLIES-CITY HALL	ADMIN FACILITIES	301.77
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PUBLIC SAF	PUBLIC SAFETY FAC-GENL	306.98
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	MAINT OF GENL PLANT	329.30
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	UTIL ADMIN	376.65
73830	ARAMARK UNIFORM	UNIFORM CLEANING	MAINTENANCE	14.28
	ARAMARK UNIFORM		MAINTENANCE	14.61
	ARAMARK UNIFORM		EQUIPMENT RENTAL	28.86
73831	ARLINGTON HARDWARE	HEATER, THERMO COUPLE, LIGHTER	WATER SERVICES	146.57
73832	ARROYO, SANTOYO	REFUND RENTAL DEPOSIT	PARKS-RECREATION	90.00
	ARROYO, SANTOYO		GENERAL FUND	100.00
73833	BALLEW, JAMES B	TOUR OF LIGHTS SUPPLIES-REIMBU	PRO-SHOP	234.53
73834	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	EXECUTIVE ADMIN	64.60
	BANK OF AMERICA		CITY COUNCIL	90.00
73835	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE PATROL	251.64
73836	BANK OF AMERICA		COMMUNITY EVENTS	145.46
	BANK OF AMERICA		COMMUNITY EVENTS	744.35
73837	BANK OF AMERICA	SUPPLY/TRAINING REIMBURSEMENT	EXECUTIVE ADMIN	170.00
	BANK OF AMERICA		CENTRAL SERVICES	977.40
73838	BEACH STREET TOPSOIL	10 YDS OF COMPOST	STORM DRAINAGE	307.12
73839	BEECHER, CAROLE	TRIP REFUND	PARKS-RECREATION	2.00
	BEECHER, CAROLE		PARKS-RECREATION	48.00
73840	BELMARK PROPERTY MNG	GEDDES MARINA MANAGEMENT-SEPT	STORM DRAINAGE	1,545.48
	BELMARK PROPERTY MNG	MARINA MANAGEMENT-OCT 2011	STORM DRAINAGE	1,685.65
73841	BLUMENTHAL UNIFORMS	UNIFORM-NELSON	DETENTION & CORRECTION	87.42
	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	236.22
73842	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	192.55
73843	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	450.00
73844	BRIM TRACTOR	PARTS FOR GOLF COURSE EQUIPMEN	MAINTENANCE	689.87
73845	BRINKS INC	ARMORED TRUCK SVC-TIME CHG	POLICE ADMINISTRATION	-20.00
	BRINKS INC		POLICE ADMINISTRATION	27.50
73846	BUD BARTON'S GLASS	WINDOW REPLACEMENT	PARK & RECREATION FAC	260.35
73847	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	144.00
73848	CARRS ACE	ARMORALL	SOLID WASTE OPERATIONS	8.13
	CARRS ACE	SUPPLIES-SIGN & SIGNAL MAINTEN	TRANSPORTATION MANAGEM	151.04
73849	CASCADE COLUMBIA	20 BAGS OF CITRIC ACID	WATER FILTRATION PLANT	500.00
	CASCADE COLUMBIA		WASTE WATER TREATMENT	1,253.89
73850	CASE POWER & EQUIP	MISC PARTS #551	ROADWAY MAINTENANCE	134.24
	CASE POWER & EQUIP		STORM DRAINAGE	1,208.16
73851	CEMEX	.180 TON LIQUID ASPHALT	STORM DRAINAGE MAINTEN/	137.59
	CEMEX	5.01 TONS CLASS B MOD ASPHALT	STORM DRAINAGE MAINTEN/	344.67
	CEMEX	5.09 TONS MODIFIED CLASS B ASP	STORM DRAINAGE MAINTEN/	350.17
	CEMEX	10.03 TONS CLASS B MOD ASPHALT	STORM DRAINAGE MAINTEN/	690.02
73852	COMPUVEST CORP	FIBER RING NETWORK EQUIP	CENTRAL SERVICES	1,538.68
73853	CONCUT, INC	ASPHALT CUTTING BLADE	STORM DRAINAGE MAINTEN/	307.15
73854	CONSOLIDATED ELECTRI	LIGHT BULB REPLACEMENT	PUBLIC SAFETY FAC-GENL	127.37
73855	COOP SUPPLY	25 STRAW BALES	SOURCE OF SUPPLY	298.38

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73856	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,071.94
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,128.05
73857	CRIMINAL INVESTIGATI	REPLENISH FUND	POLICE INVESTIGATION	1,265.32
73858	CUZ CONCRETE PROD	LABOR SVC TRUCK-EMERGENCY CALL	SEWER LIFT STATION	162.90
73859	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.31
	DB SECURE SHRED		FINANCE-GENL	7.31
	DB SECURE SHRED		UTILITY BILLING	7.32
	DB SECURE SHRED	SHREDDING SERVICES	POLICE INVESTIGATION	40.36
	DB SECURE SHRED		POLICE PATROL	40.36
	DB SECURE SHRED		OFFICE OPERATIONS	40.36
	DB SECURE SHRED		DETENTION & CORRECTION	40.39
73860	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	319.20
73861	DICKS TOWING	TOWING 11-7346	POLICE PATROL	43.44
	DICKS TOWING	TOWING 11-7365	POLICE PATROL	43.44
	DICKS TOWING	TOWING 11-7532	POLICE PATROL	43.44
	DICKS TOWING	TOWING 11-7546	POLICE PATROL	43.44
	DICKS TOWING	TOWING 11-7575	POLICE PATROL	43.44
	DICKS TOWING	TOWING HONDA ACCORD	POLICE PATROL	43.44
73862	DUNLAP INDUSTRIAL	CONCRETE BIT	PARK & RECREATION FAC	112.99
	DUNLAP INDUSTRIAL	WIRE ROPE, SS "D" RINGS	WASTE WATER TREATMENT	185.62
	DUNLAP INDUSTRIAL	PUSH BROOMS	ER&R	272.05
73863	E&E LUMBER	STUCCO & BIT	PARK & RECREATION FAC	19.92
	E&E LUMBER	HAMMER BIT & FASTNERS	STORM DRAINAGE	40.39
	E&E LUMBER	BIT, AUGER, STRAPS & FASTNERS	PARK & RECREATION FAC	47.27
	E&E LUMBER	STAPLE GUN	PARK & RECREATION FAC	48.85
	E&E LUMBER	OUTLETS & COVERS	MAINTENANCE	54.80
	E&E LUMBER	SUPPLIES FOR MARINA	STORM DRAINAGE	100.28
	E&E LUMBER		STORM DRAINAGE	211.13
73864	EMBERTON, KEVIN	CLASS REFUND	PARKS-RECREATION	70.00
73865	ENGINEERING BUSINESS	MAINTENANCE AGREEMENT	UTIL ADMIN	106.43
73866	ENVIRONMENTAL RES	TOTAL RESIDUAL CHLORINE	WATER/SEWER OPERATION	-9.04
	ENVIRONMENTAL RES		WASTE WATER TREATMENT	114.15
73867	EVERETT UTILITIES	WATER/FILTRATION SERVICE CHG	SOURCE OF SUPPLY	102,983.65
73868	EVERETT, CITY OF	ANIMAL SHELTER FEES-OCT 2011	ANIMAL CONTROL	5,890.00
73869	EVERGREEN PRINT	UTILITY ACCT STATUS CHG FORM	UTILITY BILLING	136.84
	EVERGREEN PRINT	AFTER HOUR AGREEMENT FORMS	UTILITY BILLING	364.33
73870	FCS GROUP	PROGRESS BILL-CENTRAL ANNEXATI	SOLID WASTE OPERATIONS	295.00
	FCS GROUP	PROFESSIONAL SERVICES 10/21/11	WATER CAPITAL PROJECTS	3,172.50
73871	FERRI, ELAINE	CLASS REFUND	PARKS-RECREATION	50.00
73872	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	841.66
73873	FOOTJOY	SHIRTS & WINDSHIRTS	GOLF COURSE	525.44
73874	FOREMOST PROMOTIONS	GOODY BAG CONTENTS	GENERAL FUND	-42.29
	FOREMOST PROMOTIONS		CRIME PREVENTION	533.96
73875	GENERAL CHEMICAL	ALUMINUM SULFATE 12.015 DRY TO	WASTE WATER TREATMENT	4,071.05
73876	GLEN'S RENTAL SALES	CHAIN SAW SUPPLIES	ROADSIDE VEGETATION	23.78
73877	GOVERNMENTJOBS.COM	NEO GOV 12 MOS USER LICENSE	PERSONNEL ADMINISTRATIO	5,082.48
73878	GRANITE CONST	25 TONS CLASS B MOD ASPHALT	SIDEWALKS CONSTRUCTION	1,553.35
73879	GRAYBAR ELECTRIC CO	ELECTRICAL SUPPLIES	PARK & RECREATION FAC	32.90
73880	GREENSHIELDS	100' POWER WASH HOSE	MAINTENANCE	279.46
73881	GUTENBERG, JOHN	CLASS REFUND	PARKS-RECREATION	75.00
73882	HARRIS, KATHE		PARKS-RECREATION	24.00
73883	HD FOWLER COMPANY	MISC ITEMS STORM REPAIR	STORM DRAINAGE	724.71
	HD FOWLER COMPANY	3" WTR SERVICE PARTS	WATER SERVICE INSTALL	1,801.59
73884	HD SUPPLY WATERWORKS	O-RINGS, STEMS & GASKETS	HYDRANTS	506.12
	HD SUPPLY WATERWORKS	3.5 HYDRANT, STORZ ADPT, RESTR	HYDRANTS INSTALLATION	2,026.09
	HD SUPPLY WATERWORKS	HYDRANT, RESTRAINER, STORZ ADP	HYDRANTS INSTALLATION	2,026.09
	HD SUPPLY WATERWORKS	4' HYDRANT, RESTRAINER, STORZ	HYDRANTS INSTALLATION	2,069.45

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73884	HD SUPPLY WATERWORKS	4.5 HYDRANT, RESTRAINER, STORZ	HYDRANTS INSTALLATION	2,112.61
	HD SUPPLY WATERWORKS	5' HYDRANT, STORZ ADPT, RESTRA	HYDRANTS INSTALLATION	2,155.85
73885	INDUSTRIAL CONTROLS	PHASE MONITOR RELAY	SEWER LIFT STATION	428.86
73886	IRON MOUNTAIN	4X8 ROCK	STORM DRAINAGE	32.50
73887	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	431.20
	KIDZ LOVE SOCCER		RECREATION SERVICES	485.10
	KIDZ LOVE SOCCER		RECREATION SERVICES	700.70
	KIDZ LOVE SOCCER		RECREATION SERVICES	754.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,078.00
73888	KONCOSKI, JOEY	CLASS REFUND	PARKS-RECREATION	75.00
73889	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	157.50
73890	LABOR & INDUSTRIES	OPERATING PERMIT RENEWAL	ADMIN FACILITIES	109.40
	LABOR & INDUSTRIES		PUBLIC SAFETY FAC-GENL	109.40
73891	LAKE INDUSTRIES	PITRUN 37.03 TONS-MARINA PROJE	STORM DRAINAGE	160.86
	LAKE INDUSTRIES	42.03 TONS WASHED SAND	SNOW & ICE CONTROL	228.22
	LAKE INDUSTRIES	PITRUN 58.65 TONS	STORM DRAINAGE	254.78
	LAKE INDUSTRIES	51.87 TONS WASHED SAND	SNOW & ICE CONTROL	281.65
	LAKE INDUSTRIES	52.06 TONS WASHED SAND	SNOW & ICE CONTROL	282.70
73892	LAMERES, KUM CHA	TRIP REFUND	PARKS-RECREATION	2.00
	LAMERES, KUM CHA		PARKS-RECREATION	48.00
73893	LICENSING, DEPT OF	ADAMS, GENE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ADAMS, SUSAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BROWNING, PATRICK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BUCKLEY, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHRISTOPHERSON, BROOKE (ORIGIN	GENERAL FUND	18.00
	LICENSING, DEPT OF	DAGGETT, KIMARIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DENNIS, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FARRELL, JACK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FOREMAN, SARA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GIDLOF, GLENN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOUGEN, ALAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOWERTON, JASON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	IVANJACK, ANTHONY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MONTS, THOMAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NORSBY, MARTIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROOT, THOMAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHALAN, JACOB (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SIGURDSSON, SIGBJORN (ORIGINAL	GENERAL FUND	18.00
	LICENSING, DEPT OF	SORENSEN, ERIC (RENEWAL)	GENERAL FUND	18.00
73894	LOWES HIW INC	CREDIT-FLOATING PWR	PARK & RECREATION FAC	-14.38
	LOWES HIW INC	WINGNUTS, WIRENUTS, PWR FEED &	PARK & RECREATION FAC	34.49
	LOWES HIW INC	LIGHTS	PARK & RECREATION FAC	51.87
	LOWES HIW INC	LIGHT, STEPTRACK. ELEC SUPPLIE	PARK & RECREATION FAC	54.90
	LOWES HIW INC	SHELVING - ED SPRINGS	SOURCE OF SUPPLY	118.54
73895	MARYSVILLE PRINTING	OVERTIME FORMS	POLICE PATROL	217.20
73896	MARYSVILLE SCHOOL	FACILITY USAGE-TOTEM	RECREATION SERVICES	135.00
73897	MARYSVILLE, CITY OF	W/S @ PRO SHOP	PRO-SHOP	175.64
73898	MCLOUGHLIN & EARDLEY	LIGHT BAR STROBE	ER&R	-28.70
	MCLOUGHLIN & EARDLEY	STROBE LIGHTS	ER&R	-19.10
	MCLOUGHLIN & EARDLEY		ER&R	241.17
	MCLOUGHLIN & EARDLEY	LIGHT BAR STROBE	ER&R	362.37
73899	MEDINA CHAVEZ, PEDRO	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73900	MESSARINA, WENDY	INSTRUCTOR SERVICES	RECREATION SERVICES	182.25
73901	MESSERLY, CONNIE	SNACKS FOR MEETING	PERSONNEL ADMINISTRATIO	24.10
73902	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	592.13
73903	MICROFLEX INC	TAX AUDIT PROGRAM-OCT 2011	FINANCE-GENL	53.44
73904	MOORE MEDICAL CORP	GLOVES	GENERAL FUND	-14.80

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73904	MOORE MEDICAL CORP	GLOVES	POLICE PATROL	186.80
73905	NEWMAN TRAFFIC SIGNS	NO TRESPASSING SIGNS	WATER/SEWER OPERATION	-36.86
	NEWMAN TRAFFIC SIGNS		WATER RESERVOIRS	465.51
73906	NGEP, NAREY	CLASS REFUND	PARKS-RECREATION	70.00
73907	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	1,624.66
73908	NORTHWEST CASCADE	HONEY BUCKET	PARK & RECREATION FAC	124.50
73909	OFFICE DEPOT	OFFICE SUPPLIES	BUILDING MAINTENANCE	1.73
	OFFICE DEPOT		EQUIPMENT RENTAL	1.73
	OFFICE DEPOT		BUILDING MAINTENANCE	1.73
	OFFICE DEPOT		EQUIPMENT RENTAL	1.73
	OFFICE DEPOT		POLICE ADMINISTRATION	11.99
	OFFICE DEPOT		OFFICE OPERATIONS	20.00
	OFFICE DEPOT		UTIL ADMIN	21.69
	OFFICE DEPOT		UTIL ADMIN	24.16
	OFFICE DEPOT		ENGR-GENL	31.19
	OFFICE DEPOT		UTIL ADMIN	36.34
	OFFICE DEPOT		ENGR-GENL	43.51
	OFFICE DEPOT		BUILDING MAINTENANCE	68.70
	OFFICE DEPOT		POLICE PATROL	222.70
	OFFICE DEPOT		POLICE PATROL	337.86
73910	OKANOGAN COUNTY JAIL	HOUSING/MEDICAL-OCT 2011	DETENTION & CORRECTION	12,465.56
73911	PACIFIC NW BUSINESS	TONER	PRO ACT TEAM	195.46
73912	PACIFIC POWER PROD.	BEVEL GEAR	MAINTENANCE	49.88
	PACIFIC POWER PROD.	BUNKER RAKE BOLTS	MAINTENANCE	56.56
	PACIFIC POWER PROD.	TORO BEDKNIFES	MAINTENANCE	69.39
	PACIFIC POWER PROD.	BLADES FOR PARK MOWERS	PARK & RECREATION FAC	390.10
73913	PARTS STORE, THE	CUT OFF,SILVER SEALS, LEAK PEL	MAINTENANCE	55.94
	PARTS STORE, THE	SWITCH	MAINTENANCE	60.60
73914	PEACE OF MIND	MEETING TAKING SERVICES	CITY CLERK	111.60
73915	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	51.88
	PETROCARD SYSTEMS		STORM DRAINAGE	105.32
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	153.92
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	178.90
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	313.28
	PETROCARD SYSTEMS		PARK & RECREATION FAC	908.33
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,098.07
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,173.38
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,175.30
	PETROCARD SYSTEMS		POLICE PATROL	8,490.33
73916	PTEREIT, HANS JURGEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73917	PUBLIC SAFETY TESTIN	QTRLY SUBSCRIPTION	CIVIL SERVICE	800.00
73918	RICHEY, NASCA	CLASS REFUND	PARKS-RECREATION	75.00
73919	RICKER, KIM	LUNCH & LAUGH SUPPLIES	PERSONNEL ADMINISTRATIO	66.38
73920	RV & MARINE SUPPLY	BUBBLE WRAP INSULATION	SEWER LIFT STATION	52.95
73921	SCHROEDER, LYNN	MEETING SUPPLIES	CITY COUNCIL	64.07
	SCHROEDER, LYNN		EXECUTIVE ADMIN	67.17
73922	SNO CO ECON DEV COUN	ANNUAL INVESTMENT	EXECUTIVE ADMIN	15,000.00
73923	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	SOURCE OF SUPPLY	67.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	107,984.00
73924	SNO CO TREASURER	JAIL HOUSING-OCT 2011	POLICE PATROL	18,433.60
73925	SNOPAC	DISPATCH	COMMUNICATION CENTER	64,984.53
73926	SOUND PUBLISHING	ORD 2874	CITY CLERK	35.92
73927	SOUND SAFETY	REPLACEMENT JEANS-KING	TRANSPORTATION MANAGEM	42.86
	SOUND SAFETY	REPLACEMENT JEANS-DAGGETT	UTIL ADMIN	43.72
	SOUND SAFETY	REPLACEMENT JEANS-KING	TRANSPORTATION MANAGEM	85.72
	SOUND SAFETY	GLOVES, EAR PLUGS, SAFETY GLAS	ER&R	104.49
73928	STATE PATROL	BACKGROUND CHECKS-OCT 2011	PERSONNEL ADMINISTRATIO	230.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 11/17/2011 TO 11/23/2011**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
73929	SUBURBAN PROPANE	PROPANE (87.7 GAL)	MAINTENANCE	449.50
73930	TORO NSN	IRRIGATION SOFTWARE	MAINTENANCE	134.00
73931	TULALIP TRIBES OF WA	BAIL POSTED	GENERAL FUND	500.00
73932	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	31.36
	UNITED PARCEL SERVIC		POLICE PATROL	41.67
73933	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION-OCT 20	UTILITY LOCATING	336.40
73934	VCA ANIMAL MEDICAL	PIT BULL 11-07177	ANIMAL CONTROL	100.00
73935	VENTURA, BAUDELIO	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	500.00
73936	VERIZON/FRONTIER	ACCT # 971967546-00001	LEGAL-GENL	43.01
	VERIZON/FRONTIER		COMPUTER SERVICES	43.01
	VERIZON/FRONTIER		ENGR-GENL	54.89
	VERIZON/FRONTIER		UTIL ADMIN	54.89
	VERIZON/FRONTIER		MUNICIPAL COURTS	54.89
	VERIZON/FRONTIER		FINANCE-GENL	54.89
	VERIZON/FRONTIER		PARK & RECREATION FAC	54.89
	VERIZON/FRONTIER		RECREATION SERVICES	54.89
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.89
	VERIZON/FRONTIER		LEGAL - PROSECUTION	109.78
	VERIZON/FRONTIER		EXECUTIVE ADMIN	109.86
	VERIZON/FRONTIER		UTIL ADMIN	129.03
	VERIZON/FRONTIER		POLICE ADMINISTRATION	219.56
	VERIZON/FRONTIER		TRIBAL GAMING-GENL	1,849.45
	VERIZON/FRONTIER		IS REPLACEMENT ACCOUNTS	5,057.13
73937	WASHINGTON STATE UNV	PESTICIDE RECERT-BROWN	UTIL ADMIN	100.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-DAY	TRAINING	100.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-PIKE	TRAINING	100.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-STRAWN	TRAINING	100.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-WINELAND	TRAINING	100.00
	WASHINGTON STATE UNV	PESTICIDE RECERTIFICATION-MILL	UTIL ADMIN	100.00
	WASHINGTON STATE UNV	PESTICIDE RECERTIFICATION-POTT	UTIL ADMIN	100.00
73938	WEBCHECK	WEBCHECK SERVICES-OCT 2011	UTILITY BILLING	705.00
73939	WELCOME COMMUNICATIO	UNIFORM RADIO BATTERIES	POLICE PATROL	577.26
73940	WESTFALL, PATRICIA	CLASS REFUND	PARKS-RECREATION	50.00
73941	WILSON-SIMON, DIANE	RENTAL FEE REFUND	PARKS-RECREATION	30.00
	WILSON-SIMON, DIANE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
73942	WSCPA	DUES	CRIME PREVENTION	10.00

WARRANT TOTAL:

445,571.76

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12, 2011

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the November 30, 2011 claims in the amount of \$173,529.68 paid by Check No.'s 73943 through 74064 with Check No. 73763 voided.
COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS

FOR

PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$173,529.68 PAID BY CHECK NO.'S 73943 THROUGH 74064 WITH CHECK NO. 73763 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12TH DAY OF DECEMBER 2011.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/24/2011 TO 11/30/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
73943	123SECURITY	SECURITY CAMERA	WATER/SEWER OPERATION	-28.25
	123SECURITY		MAINT OF GENL PLANT	356.67
73944	AAA FIRE & SAFETY	CARBON DIOXIDE	WATER/SEWER OPERATION	54.60
73945	ALTISOURCE SOLUTIONS	UB 651449135503 5910 106TH PL	WATER/SEWER OPERATION	373.38
73946	AMSAN SEATTLE	DEGREASER	ER&R	266.65
73947	ANDERSEN-PRESTO, KIM	UB 761359010201 6509 76TH DR N	WATER/SEWER OPERATION	78.03
73948	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	28.86
73949	ATKINS, JEFF & JESSI	UB 932150000000 1623 5TH ST	WATER/SEWER OPERATION	426.12
73950	ATLAS FENCE COMPANY	REPAIR FENCE	PUBLIC SAFETY FAC-GENL	271.50
73951	AUTOMATIC DOOR & GAT	SERVICE CALL	PUBLIC SAFETY FAC-GENL	162.90
73952	AVAGIMOVA, KARINE	INTERPRETER SERVICES	COURTS	125.00
73953	BENSON, DAVID	UB 651051900000 10519 66TH AVE	WATER/SEWER OPERATION	24.15
73954	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	ROADS/STREETS CONSTRUC	26,164.21
73955	BIWER, JACKIE & MATT	UB 751159714001 5609 80TH AVE	WATER/SEWER OPERATION	235.62
73956	BOERSEMA, ANNA	JURY DUTY	COURTS	11.10
73957	BRIM TRACTOR	WATER TANK FILLER CAP	EQUIPMENT RENTAL	120.77
	BRIM TRACTOR	REAR MOWER DRIVE	EQUIPMENT RENTAL	297.00
73958	CALLAWAY GOLF	SPECIAL ORDER	GOLF COURSE	139.49
73959	CANTU, ANNIS	JURY DUTY	COURTS	11.65
73960	CARRS ACE	PADLOCKS	ER&R	468.63
73961	CEMEX	MOD B ASPHALT	STORM DRAINAGE MAINTEN/	141.03
73962	CHUCKANUT GOLF CARS	GOLF CAR RENTAL	PRO-SHOP	380.00
	CHUCKANUT GOLF CARS		PRO-SHOP	380.00
73963	CITIES & TOWNS	SNO. CO. CITIES DINNER (4)	EXECUTIVE ADMIN	22.00
	CITIES & TOWNS		CITY COUNCIL	66.00
73964	CODE PUBLISHING	MMC ELECTRONIC UPDATE	CITY CLERK	874.36
73965	COMCAST	CABLE TV SERVICE-KBCC	BAXTER CENTER APPRE	49.06
	COMCAST	CABLE TV SERVICE-CEDARCREST	PRO-SHOP	74.44
	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	209.90
73966	COOP SUPPLY	ANTIFREEZE	PARK & RECREATION FAC	4.33
73967	COWLING, JOHN	MILEAGE REIMBURSEMENT	ENGR-GENL	46.51
73968	DAY WIRELESS SYSTEMS	EXPERT WITNESS	MUNICIPAL COURTS	130.32
73969	DB SECURE SHRED	SHREDDING SERVICES	PROBATION	16.45
	DB SECURE SHRED		MUNICIPAL COURTS	49.38
73970	DEAVER, JOHN A	REFUND	GENL FUND BUS LIC & PERMI	50.00
73971	DELL	WARRANTY EXTENSION	COMPUTER SERVICES	306.05
73972	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	226.20
73973	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
73974	DIJULIO DISPLAYS INC	HOLIDAY LIGHTS	PARK & RECREATION FAC	287.51
	DIJULIO DISPLAYS INC		PARK & RECREATION FAC	1,106.31
73975	DMCJA	DUES-GILLINGS	MUNICIPAL COURTS	750.00
	DMCJA	DUES-TOWERS	MUNICIPAL COURTS	750.00
73976	DUNLAP INDUSTRIAL	MISC. MOWER PARTS	EQUIPMENT RENTAL	105.16
	DUNLAP INDUSTRIAL	WEED EATER BLADES, FILE, ETC.	STORM DRAINAGE	162.76
73977	E&E LUMBER	LIGHT	PARK & RECREATION FAC	1.94
	E&E LUMBER	STRAPS,FASTNERS,NUTSETTER	PARK & RECREATION FAC	7.76
	E&E LUMBER	OUTLET & STUCCO	PARK & RECREATION FAC	10.81
	E&E LUMBER	CLEAR CAULKING,OUTDOOR BOX	PARK & RECREATION FAC	15.81
	E&E LUMBER	MISC. WASHERS, NUTS & BOLTS	SNOW & ICE CONTROL	16.72
	E&E LUMBER	SCREWDRIVER BIT SET	PARK & RECREATION FAC	19.54
	E&E LUMBER	SUPPLIES - ROSE PROPERTY	MAINT OF GENL PLANT	36.35
	E&E LUMBER	SUPPLIES FOR 51ST ST SIDEWALK	STORM DRAINAGE	42.97
73978	EAST JORDAN IRON WOR	VALVE BOX BOTTOMS	WATER/SEWER OPERATION	467.98
	EAST JORDAN IRON WOR	FRAME & GRATE	STORM DRAINAGE MAINTEN/	727.24
73979	ECOLOGY, DEPT. OF	STORMWATER CONSTRUCTION PERMIT	GMA - STREET	496.00
	ECOLOGY, DEPT. OF		ROADS/STREETS CONSTRUC	808.00
	ECOLOGY, DEPT. OF	STORMWATER PERMIT	STORM DRAINAGE	4,552.97

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/24/2011 TO 11/30/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
73980	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	150.00
73981	ELDRED, KIM	JURY DUTY	COURTS	13.30
73982	ENSOR, BROOKE	LUNCH & LEARN	PERSONNEL ADMINISTRATIO	145.46
73983	ESPANA, PATRICK	UB 847818000000 7818 64TH DR N	WATER/SEWER OPERATION	207.24
73984	FISHER, SHERRY	JURY DUTY	COURTS	15.50
73985	GLEN'S RENTAL SALES	CUTOFF SAW	STORM DRAINAGE	1,696.33
73986	GOVCONNECTION INC	THUMB DRIVES	POLICE INVESTIGATION	58.32
73987	GRAYBAR ELECTRIC CO	CABLE - PW	MAINT OF GENL PLANT	161.79
73988	GREG RAIRDONS DODGE	FUEL INJECTOR ASSEMBLY	EQUIPMENT RENTAL	657.99
73989	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
73990	HASLER, INC	POSTAGE	MUNICIPAL COURTS	2.16
	HASLER, INC		MAINTENANCE	18.34
	HASLER, INC		PERSONNEL ADMINISTRATIO	118.92
	HASLER, INC		LEGAL-GENL	184.71
	HASLER, INC		UTIL ADMIN	219.82
	HASLER, INC		PARK & RECREATION FAC	344.31
	HASLER, INC		UTILITY BILLING	443.25
	HASLER, INC		EXECUTIVE ADMIN	455.20
	HASLER, INC		COMMUNITY DEVELOPMENT-	472.51
	HASLER, INC		FINANCE-GENL	715.28
	HASLER, INC		POLICE ADMINISTRATION	1,025.50
73991	HEALTH, DEPT OF	CERTIFICATION RENEWAL-HERZOG	COMMUNITY DEVELOPMENT-	42.00
73992	HERBERT, KIMBERLY	JURY DUTY	COURTS	13.30
73993	HILL, CHARLES		COURTS	10.55
73994	HOOPPAW, LEONARD		COURTS	14.40
73995	HUFF, HOWARD		COURTS	19.35
73996	IKON OFFICE SOLUTION	COPIER CHARGES	PROBATION	5.89
	IKON OFFICE SOLUTION		COMMUNITY CENTER	8.53
	IKON OFFICE SOLUTION		MAINTENANCE	9.13
	IKON OFFICE SOLUTION		WASTE WATER TREATMENT	10.55
	IKON OFFICE SOLUTION		GENERAL SERVICES - OVERH	11.79
	IKON OFFICE SOLUTION		UTILITY BILLING	38.93
	IKON OFFICE SOLUTION		CITY CLERK	43.42
	IKON OFFICE SOLUTION		FINANCE-GENL	43.42
	IKON OFFICE SOLUTION		PARK & RECREATION FAC	53.07
	IKON OFFICE SOLUTION		PERSONNEL ADMINISTRATIO	57.00
	IKON OFFICE SOLUTION		MUNICIPAL COURTS	80.80
	IKON OFFICE SOLUTION		ENGR-GENL	119.53
	IKON OFFICE SOLUTION		DETENTION & CORRECTION	143.81
	IKON OFFICE SOLUTION		COMMUNITY DEVELOPMENT-	167.44
	IKON OFFICE SOLUTION		UTIL ADMIN	173.17
	IKON OFFICE SOLUTION		LEGAL - PROSECUTION	176.90
	IKON OFFICE SOLUTION		EXECUTIVE ADMIN	188.89
	IKON OFFICE SOLUTION		OFFICE OPERATIONS	341.99
73997	INTEGRA TELECOM	ACCT #769949	CRIME PREVENTION	12.21
	INTEGRA TELECOM		PURCHASING/CENTRAL STOF	12.21
	INTEGRA TELECOM		LEGAL-GENL	12.73

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/24/2011 TO 11/30/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
73997	INTEGRA TELECOM	ACCT #769949	ANIMAL CONTROL	14.66
	INTEGRA TELECOM		YOUTH SERVICES	24.41
	INTEGRA TELECOM		SOLID WASTE CUSTOMER E	24.41
	INTEGRA TELECOM		BUILDING MAINTENANCE	24.57
	INTEGRA TELECOM		CITY CLERK	24.79
	INTEGRA TELECOM		COMMUNITY CENTER	34.96
	INTEGRA TELECOM		EQUIPMENT RENTAL	37.56
	INTEGRA TELECOM		STORM DRAINAGE	40.48
	INTEGRA TELECOM		GOLF ADMINISTRATION	43.79
	INTEGRA TELECOM		PERSONNEL ADMINISTRATIO	43.93
	INTEGRA TELECOM		RECREATION SERVICES	61.04
	INTEGRA TELECOM		FINANCE-GENL	67.31
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	79.39
	INTEGRA TELECOM		LEGAL - PROSECUTION	84.82
	INTEGRA TELECOM		PARK & RECREATION FAC	90.36
	INTEGRA TELECOM		COMPUTER SERVICES	93.16
	INTEGRA TELECOM		EXECUTIVE ADMIN	95.24
	INTEGRA TELECOM		POLICE ADMINISTRATION	102.27
	INTEGRA TELECOM		UTILITY BILLING	107.56
	INTEGRA TELECOM		POLICE INVESTIGATION	111.72
	INTEGRA TELECOM		GENERAL SERVICES - OVERH	112.67
	INTEGRA TELECOM		ENGR-GENL	131.70
	INTEGRA TELECOM		OFFICE OPERATIONS	137.86
	INTEGRA TELECOM		WASTE WATER TREATMENT	139.81
	INTEGRA TELECOM		MUNICIPAL COURTS	163.81
	INTEGRA TELECOM		COMMUNITY DEVELOPMENT-	176.85
	INTEGRA TELECOM		DETENTION & CORRECTION	182.22
	INTEGRA TELECOM		UTIL ADMIN	249.46
	INTEGRA TELECOM		POLICE PATROL	508.33
73998	IRON MOUNTAIN	4X8 ROCK	STORM DRAINAGE	105.97
73999	JOHNSON, STANLEY & J	UB 23106500000 11428 51ST AVE	WATER/SEWER OPERATION	218.18
74000	JOYNER, TARA	JURY DUTY	COURTS	18.80
74001	JP COOKE COMPANY,THE	ANIMAL LICENSE TAGS	GENERAL FUND	-7.45
	JP COOKE COMPANY,THE		COMMUNITY DEVELOPMENT-	94.01
74002	KEITH, MATTHEW	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74003	KING, THOMAS	SUPPLY REIMBURSEMENT	TRANSPORTATION MANAGEA	119.00
74004	KRAVCHUN, RUSLAN	JURY DUTY	COURTS	13.30
74005	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
74006	LAKE INDUSTRIES	ASPHALT DUMP FEE	STORM DRAINAGE MAINTEN/	180.00
	LAKE INDUSTRIES	ASPHALT DUMP FEE	STORM DRAINAGE MAINTEN/	240.00
	LAKE INDUSTRIES	WASHED SAND	SNOW & ICE CONTROL	322.04
	LAKE INDUSTRIES		SNOW & ICE CONTROL	564.22
74007	LANGSTON, TANJA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74008	LASTING IMPRESSIONS	BASKETBALL SHIRTS	RECREATION SERVICES	386.42
74009	LAWENDA, ELISABETH A	JURY DUTY	COURTS	16.60
74010	LICENSING, DEPT OF	ALFIER, CHARLES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COZART, WILLIAM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LARSEN, STEVEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOOK, CLARENCE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NELSON, SCOTT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PAHLS, JOSHUA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	REED, BARBARA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BARNARD, CRAIG (LATE RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	BENNETT, MICHAEL (LATE RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	DEXTER, RICHARD (LATE RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	DEXTER, SARA-ANN (LATE RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	DEALER LICENSE	GENERAL FUND	125.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/24/2011 TO 11/30/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74010	LICENSING, DEPT OF	DEALER LICENSE	GENERAL FUND	125.00
74011	LINKS TURF SUPPLY	EAR MUFF	MAINTENANCE	29.41
74012	LINN, CRYSTAL	INSTRUCTOR SERVICES	COMMUNITY CENTER	24.00
	LINN, CRYSTAL		COMMUNITY CENTER	48.00
	LINN, CRYSTAL		COMMUNITY CENTER	54.00
	LINN, CRYSTAL		COMMUNITY CENTER	54.00
74013	LOWES HIW INC	KEYBOX	STORM DRAINAGE	21.69
74014	MAILFINANCE	POSTAGE MACHINE LEASE	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
74015	MARYSVILLE PRINTING	LAMINATE SIGNS-KBCC	COMMUNITY CENTER	31.82
	MARYSVILLE PRINTING	2-PART PROSECUTOR OFFER FORMS	LEGAL - PROSECUTION	99.68
	MARYSVILLE PRINTING	BUSINESS CARDS - GEMMER	COMMUNITY DEVELOPMENT-	113.92
	MARYSVILLE PRINTING	VEHICLE CONDITION REPORT BOOKS	EQUIPMENT RENTAL	522.16
74016	MCDOWELL, ALYSCHIA	JURY DUTY	COURTS	13.30
74017	MONH, TARAVAN		COURTS	21.00
74018	MOOTZ, CORY		COURTS	12.20
74019	MORTON, VISOCHANEA	INTERPRETER SERVICES	COURTS	150.00
74020	MURRAY, JONATHAN	NOVEMBER CARETAKER PAYMENT	GMA - STREET	2,400.00
	MURRAY, JONATHAN	OCTOBER CARETAKER PAYMENT	GMA - STREET	2,400.00
74021	NATIONAL FIRE PROTEC	MEMBERSHIP RENEWAL-DORCAS	COMMUNITY DEVELOPMENT-	300.00
74022	NATURAL RESOURCES	AQ. PRIVATE MARINA	STORM DRAINAGE	281.00
74023	NELSON PETROLEUM	DIESEL & GASOLINE	MAINTENANCE	552.21
74024	NEXTEL	ACCT #844448815	POLICE ADMINISTRATION	40.99
	NEXTEL		UTIL ADMIN	40.99
	NEXTEL		ENGR-GENL	40.99
	NEXTEL		POLICE ADMINISTRATION	40.99
	NEXTEL		COMPUTER SERVICES	111.97
74025	NORTH SOUND HOSE	MISC. PARTS-51ST AVE LIFT STAT	STORM DRAINAGE	1,302.35
	NORTH SOUND HOSE		SEWER LIFT STATION	1,302.35
74026	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE	EQUIPMENT RENTAL	3,374.92
74027	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	27.00
74028	OCALLAHAN, ROBERT	UB 850970000000 7801 56TH DR N	WATER/SEWER OPERATION	62.75
74029	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	4.80
	OFFICE DEPOT		UTIL ADMIN	7.03
	OFFICE DEPOT		ENGR-GENL	7.03
	OFFICE DEPOT		UTIL ADMIN	7.03
	OFFICE DEPOT		PUBLIC SAFETY FAC-GENL	7.03
	OFFICE DEPOT		ENGR-GENL	9.24
	OFFICE DEPOT		LEGAL-GENL	31.09
	OFFICE DEPOT		ROADS/STREETS CONSTRUC	37.13
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	43.18
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	43.98
	OFFICE DEPOT		TRANSPORTATION MANAGEM	50.26
	OFFICE DEPOT		UTIL ADMIN	59.60
	OFFICE DEPOT		COMMUNITY CENTER	70.99

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/24/2011 TO 11/30/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74029	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	129.65
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	183.48
	OFFICE DEPOT		UTIL ADMIN	183.48
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	191.09
	OFFICE DEPOT		UTILITY BILLING	208.07
	OFFICE DEPOT		LEGAL-GENL	329.07
74030	OGDEN MURPHY WALLACE	LEGAL SERVICES	NON-DEPARTMENTAL	302.06
74031	PACIFIC POWER BATTER	UTILITY FLASHLIGHTS	ER&R	40.14
74032	PARTS STORE, THE	CORE DEPOSIT REFUND	ER&R	-58.64
	PARTS STORE, THE	THROTTLE BODY MOUNTING GASKET	EQUIPMENT RENTAL	1.19
	PARTS STORE, THE	DISTRIBUTOR CAP & ROTOR	EQUIPMENT RENTAL	22.72
	PARTS STORE, THE	LED MARKER	ER&R	78.65
	PARTS STORE, THE	FLAP DISCS, KNIFE	PARK & RECREATION FAC	134.11
	PARTS STORE, THE	FUEL PUMP ASSEMBLY	EQUIPMENT RENTAL	283.01
	PARTS STORE, THE	BATTERIES, CORE DEPOSIT, FILTE	ER&R	389.93
74033	PATRICKS PRINTING	NOTICE OF HEARING NCO FORM	MUNICIPAL COURTS	101.01
	PATRICKS PRINTING	ORDER TO RECIND NCO FORM	MUNICIPAL COURTS	101.01
	PATRICKS PRINTING	FINDING & SENTENCING FORMS	MUNICIPAL COURTS	406.90
	PATRICKS PRINTING	WINDOW ENVELOPES	MUNICIPAL COURTS	518.41
	PATRICKS PRINTING	ORDER OF COMMITMENTS FORM	MUNICIPAL COURTS	676.04
74034	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	120.90
74035	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
74036	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	12,989.59
74037	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	179.14
74038	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	185.00
74039	SAFEWAY INC.	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	32.30
	SAFEWAY INC.		CITY COUNCIL	45.93
74040	SALINAS, ERIKA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
74041	SALWIERZ, JOHN	JURY DUTY	COURTS	11.32
74042	SAMANIEGO, AMBER		COURTS	11.76
74043	SELECTIVE TREE	TREE REMOVAL	STORM DRAINAGE	271.50
74044	SENSATA TECHNOLOGIES	REPAIRED FAILED UNIT	CITY STREETS	-18.72
	SENSATA TECHNOLOGIES		TRANSPORTATION MANAGEN	236.40
74045	SHAFFER, EILEEN	JURY DUTY	COURTS	19.90
74046	SMALLEY, JOHN S	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATIO	551.00
74047	SNO CO AUDITOR	RECORDING FEES	COMMUNITY DEVELOPMENT-	1,854.50
74048	SOUND SAFETY	JEANS-HERZOG	COMMUNITY DEVELOPMENT-	63.60
	SOUND SAFETY	JEANS - PIKE	GENERAL SERVICES - OVERH	74.23
	SOUND SAFETY	JEANS - CROSS	COMMUNITY DEVELOPMENT-	80.59
74049	SPECIALTY CIGARS	CIGARS	GOLF COURSE	139.00
74050	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	199.50
74051	SYNAPTEC SOFTWARE	ANNUAL SUPPORT	PROBATION	800.00
74052	THOMPSON, PAUL	JURY DUTY	COURTS	15.50
74053	TIRE DIST SYSTEMS	TIRES	EQUIPMENT RENTAL	771.94
74054	TITLEIST	GOLF BALLS	GOLF COURSE	443.55
74055	TOMMY BAHAMA	REFUND BUSINESS LICENSE	GENL FUND BUS LIC & PERMI	50.00
74056	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	21,952.41
74057	VERIZON/FRONTIER	ACCT# 03 0275 1054427570 10	EXECUTIVE ADMIN	23.52
	VERIZON/FRONTIER	ACCT.# 030275105943275009	STREET LIGHTING	49.40
	VERIZON/FRONTIER	ACCT #102954091901	COMMUNITY DEVELOPMENT-	53.96
	VERIZON/FRONTIER		UTIL ADMIN	53.97
	VERIZON/FRONTIER	ACCT #404449227007	PERSONNEL ADMINISTRATIO	56.82
	VERIZON/FRONTIER	ACCT #109471572710	POLICE INVESTIGATION	60.01
	VERIZON/FRONTIER		RECREATION SERVICES	79.56
	VERIZON/FRONTIER	ACCT #102857559902	LIBRARY-GENL	105.21
	VERIZON/FRONTIER	ACCT #404449227007	MUNICIPAL COURTS	213.75
74058	VICTOR & DANIELLE BO	UB 402607000000 2607 169TH ST	WATER/SEWER OPERATION	5.84

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/24/2011 TO 11/30/2011

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
74059	WALTERS, GARY	JURY DUTY	COURTS	11.10
74060	WEST PAYMENT CENTER	WA CRIMINAL HANDBOOK	MUNICIPAL COURTS	401.84
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	610.06
74061	WIDENER & ASSOC	PROFESSIONAL SERVICES	GMA - STREET	1,538.60
74062	WWGCSA	REGISTRATION-MECHLING & HARPRI	MAINTENANCE	300.00
74063	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY-WWTP	WASTE WATER TREATMENT	130.28
	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY-PW SHOP	MAINT OF GENL PLANT	194.21
	ZEE MEDICAL SERVICE	FIRST AID RESUPPLY-PW ADMIN	UTIL ADMIN	208.47
74064	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	29.74
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	47.50
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	54.23
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	57.17
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	64.03
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	67.31
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	86.19
	PUD	ACCT #2030-0516-0	STREET LIGHTING	87.68
	PUD	ACCT #2020-0351-3	PUMPING PLANT	120.06
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	120.29
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	130.69
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	152.29
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	163.66
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	171.80
	PUD	ACCT #2025-5745-0	STREET LIGHTING	185.37
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	188.91
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	283.05
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	652.18
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	735.13
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	1,058.01
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,127.51
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,375.59
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,205.09
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,208.18
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY FAC-GENL	3,356.80
	PUD	ACCT.# 2020-0499-0	LIBRARY-GENL	3,829.38
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT	7,112.29
	PUD	ACCT. # 2014-2063-5	WASTE WATER TREATMENT	7,523.53
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT	22,046.01

WARRANT TOTAL: 178,329.68

LESS VOIDED CHECKS:

CHECK # 73763 INITIATOR ERROR (\$4,800.00)

WARRANT TOTAL: 173,529.68

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12, 2011

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 18, 2011 payroll in the amount \$775,163.08 Check No.'s 24907 through 24945 with Check No. 45805 voided and reissued with Check No. 24906.

COUNCIL ACTION:

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF MARYSVILLE, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND A CONSULTING SERVICES ROSTER FOR ARCHITECTIURAL, ENGINEERING AND OTHER PROFESSIONAL SERVICES.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement small works roster processes, the City is required by law to adopt a resolution establishing specific procedures;

WHEREAS, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency,.

NOW, THEREFORE, THE CITY COUNCIL OF MARYSVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Resolution No. 2293 is hereby repealed.

Section 2. MRSC Rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state wide electronic databases for small public works roster and consulting services developed and maintained by MRSC. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

Section 3. Small Public Works Roster

The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

1. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

3. **Telephone or Written Quotations.** The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350 (2)

a) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) mailing a notice to these contractors; or
- (iii) sending a notice to these contractors by facsimile or email.

c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;

d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics,

subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.
6. **Award.** The Mayor or his/her designee shall present all telephone quotations/bids and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under \$35,000 the Mayor shall have the authority to award public works contracts without City Council approval. For public works projects over \$35,000, the City Council shall award all public works contracts.

Section 4. Consulting Services Roster

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.
3. **Professional Architectural and Engineering Services.** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

PASSED this ___ day of December, 2011 and signed in authentication of its passage this ___ day of December, 2011.

JON NEHRING, MAYOR

ATTEST:

APRIL O'BRIEN, DEPUTY CLERK

APPROVED AS TO FORM:

GRANT WEED, CITY ATTORNEY

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AMENDING BID AND
PURCHASING POLICY AND REPEALING RESOLUTION NO. 2127

WHEREAS, RCW 35.22.620 allows for purchasing policy to be set by council for cities with population over 20,000,

WHEREAS, it is in the public interest to adjust public works projects limits to the limits allowed under RCW 35.23.352 and RCW 39.04.155, NOW, THEREFORE

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

1. The Mayor, and/or his/her designee, may solicit for and enter into agreements for the purchases of supplies, materials, equipment or services without council approval of values less than \$35,000, provided that the following procedures are adhered to:

- a. \$0 .. \$2,499 - Local Purchase Orders/Purchasing Card
The purchase of goods and services up to \$2,499 in value (inclusive of applicable taxes) are to be undertaken using a Local Purchase Order or Purchasing Card.
- b. \$2,500 .. \$9,999 .. Standard Purchase Orders (Verbal Quotations)
The purchase of goods and services of between \$2,500 and \$9,999 in value (inclusive of applicable taxes) shall require verbal quotations from at least three suppliers, with such quotations to be noted on a Purchase Requisition
- c. \$10,000 - \$34,999 .. Standard Purchase Orders (Written Quotations)
The purchase of goods and services of between \$10,000 and \$34,999 in value (inclusive of applicable taxes) shall require written quotations from at least three suppliers, with such quotations to be noted on a Purchase Requisition, unless the items are from a sole source vendor.
- d. \$35,000.. \$49,999 .. Standard Purchase Orders (Formal Written Quotations)
The purchase of goods and services of between \$35,000 and \$49,999 in value (inclusive of applicable taxes) shall require written quotations from at least three suppliers, with such quotations to be noted on a Purchase Requisition, unless the items are from a sole source vendor. Also, these items must be placed on the Council agenda for approval.
- e. \$50,000 and over - Standard Purchase Orders (Publicly Tendered

Contracts)

The purchase of goods and services of between of \$50,000 and over in value (inclusive of applicable taxes) must be bid competitively per RCW 35.23.352.

f. Public Works Projects

Public works projects valued over \$40,000 but under \$300,000 for a single craft public work, or over \$65,000 for a multiple craft public works project for which an existing small works roster does not exist will require competitive bid.

PASSED by the City Council and APPROVED by the Mayor this, _____, day of _____, 20____. '

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

April O'Brien, Deputy City Clerk

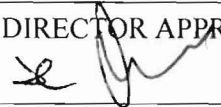
APPROVED AS TO FORM:

Grant Weed, City Attorney

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/12/2011

AGENDA ITEM: Local Source Control Partnership Grant with the Department of Ecology	
PREPARED BY: Kari Chennault, Program Engineer - SW DEPARTMENT: Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: 1) Interagency Agreement between the Department of Ecology and the City - 3 original copies 2) Appendix A - Statement of Work - 3 original copies 3) Appendix B - Budget Status Report and Invoice Detail - 3 original copies	
BUDGET CODE: 40150334.340314	AMOUNT: (\$105,924.03)

SUMMARY:

The City's Surface Water Division applied to the Department of Ecology for grant funding through their Puget Sound Local Source Control Specialist Partnership grant opportunity. The City was selected as a partner to Ecology and is being offered \$105,924.03 (with no match requirement) to develop a Local Source Control Program to be managed according to the identified Ecology guidelines. The City proposal to Ecology was to utilize existing staff members currently performing business inspections to further their inspection procedures and message delivered to include spill prevention, hazardous waste generation and the overall decrease of impacts to the City's stormwater system. Implementation of this Program is expected to begin in January 1, 2012 and funding is provided through June 30, 2013.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Interagency Agreement between the Department of Ecology and the City of Marysville.

INTERAGENCY AGREEMENT NO. **C1200158**
BETWEEN
THE STATE OF WASHINGTON
AND

THE CITY OF MARYSVILLE

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY", and the **THE CITY OF MARYSVILLE**, hereinafter referred to as the "**CITY**".

AGREEMENT PURPOSE

The purpose of this agreement is to provide funding for the Partner government to hire a "Local Source Control Specialist" (LSCS) as part of the Local Source Control Partnership. The LSCS will provide technical assistance and education services to small businesses in an effort to prevent pollution of the urban waters of the state. The LSCS will make referrals to ECOLOGY as needed, and report measurable environmental results.

IT IS MUTUALLY AGREED THAT:

Under the Local Source Control Partnership, the Partner government will conduct multimedia source control site visits and pollution prevention activities to conditionally exempt small quantity generator (CESQG) businesses, designed to reduce or eliminate hazardous waste and pollutants at the source.

The Local Source Control Program expects to conduct a minimum of 2,000 site visits per year. We will work with individual jurisdictions to set site visit expectations to reach this target.

Ecology will coordinate this partnership through a Local Source Control Program Coordinator, and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed. The Local Source Control Coordinator will work directly with partner governments to establish and monitor interagency agreements authorized under Chapter 39.34 RCW, InterPartner Cooperation Act.

The Local Source Control Specialists will continue to fill a critical gap at the local level by working with small businesses to avoid contamination and recontamination of previously cleaned up sites, reduce the impacts from stormwater pollution and eliminate potential sources of toxics and hazardous waste. The Local Source Control Specialist

will fill an important role in providing small business technical assistance to comply with regulations and implement pollution prevention practices.

STATEMENT OF WORK

The **CITY** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachments "A" and "B", attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on date of final contract signature, and be completed on June 30, 2013, unless terminated sooner as provided herein. Ecology reserves the option to review the contract after one year and adjust the scope of work and budget according to actual performance.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. In accordance with Executive Order 10-07, this is a performance based contract and compensation for all work will be based on the satisfactory performance or completion of deliverable(s) or percentage of completion of deliverable(s), accepted and approved by the Project Manager. Total compensation payable to the City of Marysville for work under this agreement shall not exceed **\$105,924.03.00**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. If the jurisdiction finds itself unable to complete the contracted number of visits, the contract amount will be reduced proportionally. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Appendix "B" which is attached hereto and incorporated herein.

Purchase of source control tools for distribution to CESQG businesses may not exceed \$2,500.00 for the 24-month contract period. Any purchases of equipment or goods over \$1,000.00 must be pre-approved by the LSC Program Coordinator.

Overhead / Indirect Charges

Ecology prefers this rate to be charged on Salaries and Benefits only. If the partner jurisdiction calculates this on a different base, attach a complete explanation of the items in the base. Indicate the rate in the cell provided on Attachment B, Invoice Detail.

BILLING PROCEDURE

The **CITY** shall submit invoices using state invoice voucher A19-1A, (provided) on a quarterly basis (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec) within 40 days following the end of the quarter, to the Partner Source Control Program Coordinator. Payment to the **CITY** for approved and completed work will be made by warrant or account transfer by the

Department of Ecology within 30 days of receipt of a properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Invoices for the last month of the biennium (June, 2013), are due by July 30, 2013.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Ecology. Data shall include, but not be limited to, site visit checklist data, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

PUBLICATION REQUIREMENTS- these requirements apply if publications are created for Ecology use.

1. Apply Plain Talk principles to the document:
http://www.ecy.wa.gov/quality/plaintalk/resources/pub_expectations.pdf
1. Use the Department of Ecology logo. Request a copy of the logo from the agency's Communication Office (360) 407- 7006.
2. Include the agency approved ADA (American with Disabilities Act) language on the document. (Request the current language from the program's publication coordinator.)
3. Include an agency publication number. (Request a publication number from the program's publication coordinator.)

4. Provide an electronic copy of the document in software that meets the current graphics industry standards software and that Ecology employs.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. In the event of staff changes or layoffs directly affecting execution of this contract, Ecology reserves the right to periodically review and amend Attachment "A" and "B", the scope of work and budget, respectively.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Project Manager for Ecology is: *Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov*

The Contract/Project Manager for **CITY** is:
KARI CHENNAULT
80 COLUMBIA AVENUE
MARYSVILLE, WA 98270
(360) 363-8277
KCHENNAULT@MARYSVILLEWA.GOV

The parties have signed this Agreement.

Polly Zehm
Deputy Director
State of Washington

Department of Ecology

CITY OF MARYSVILLE
(PARTNER SIGNS FIRST)

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

**Appendix A
FY2011-13**

Statement of Work

Scope of Work

Work Allocation: based on 1.0 FTE, LSC Specialist work is expected to fall within these general proportions:

- 75% Site visits (including local government specific activity)
- 15% Education & Outreach
- 10% Networking / Training

Key Personnel

Staff	Estimated %FTE	Role
Matthew Eyer	.30 FTE	Inspector
Shane Freeman	.65 FTE	Inspector
Brooke Ensor	.5 FTE	Grant Coordinator (scheduling, correspondences, etc.)

Deliverables

The **CITY** is responsible for the bulleted deliverables that follow each task description below.

Element 1. Source Control Site Visits and Technical Assistance

The Local Source Control Specialist (LSCS) will conduct **200** source control site visits to small quantity generator (SQG) businesses during the biennium, within the following guidelines:

- Identify and coordinate with respective Ecology Regional Offices on an ongoing basis, which business sectors, watershed-based geographical areas, and/or priority toxic pollutants that will be the focus of the site visit program. Ensure that businesses are not being visited by other Source Control or Urban Waters staff, and that the business is not a Medium or Large Quantity Generator.

A combination of data sources is recommended: local jurisdiction databases (GIS data, public utility, pre-treatment, stormwater, etc.), Ecology data bases (Facility Site data base, Hazardous Waste Fee data base) Yellow Pages, WA Dept of Licensing, WA Dept of Revenue, county records, and internet search tools.

- Depending upon jurisdiction conditions, approximately 70% of the visits are to new, 'never-visited' small businesses or to those that have not received a LSC Specialist visit in 3 or more years, and approximately 30% for follow-up /return visits to resolve any high priority environmental issues (HPEI) found. This guideline will help determine business risk change and adoption of Best Management Practices.
- The following nine HPEIs, extracted from the last page of the LSC checklist, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and their follow-up are at the discretion of the local jurisdiction.

Hazardous Waste:

- Properly designate waste
- Properly dispose of waste
- Properly store products/wastes
- Repair or replace degraded open chemical containers

Stormwater:

- Correct illegal plumbing connection
 - Halt discharges of process wastewaters to storm drain
 - Properly store containerized materials
 - Properly store non-containerized materials
 - Clean and eliminate leaks and spills from storage areas
- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants as follows:
 - toxics in stormwater;
 - copper, mercury, lead, cadmium and / or zinc sources
 - vehicle repair, property management, paint & coatings, industrial operations, retail, marine, healthcare, agriculture, governmental operations, hospitality, school districts
 - sources of persistent, bioaccumulative and toxic contaminants (PBTs), such as Abandoned/Bankrupt sites or outdoor operational washing activities
 - When unable to resolve the business' HPEIs, follow Ecology's business referral policy, outlined in the 'LSCP Contact and Referral Guide' (*distributed prior to contract finalization*).
 - Complete Ecology's source control checklist for each site visit.
 - Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.
 - Coordinate with respective Ecology Regional Offices to go on periodic site visits with regional staff to promote consistency and effectiveness of site visit techniques and conveying technical information to businesses.
 - If completing contracted site visits prior to the end of the contract period, use 70% of remaining time to do additional site visits.

Element 2. Multi-media Technical Assistance

- During on-site visits and follow-up contact, provide technical assistance on waste and toxics reduction, storage, and disposal and pollution prevention. Follow-up assistance and general business outreach may be letters to or phone consultations with individual businesses, meetings, publications, newsletters, workshops, providing internet resources, and other forms of technical information distribution.
- Coordinate and collaborate to develop technical assistance messages and outreach materials and resources with Ecology technical staff and other internal local government personnel or functions such as fire marshal, code enforcement, storm water, wastewater treatment plant, and moderate risk waste staff.

- Utilize the services of the NW Pollution Prevention Resource Center (www.pprc.org) and Washington Stormwater Center (www.cityofpuyallup.org/services/development-services/puyallups-stormwater-management-program/washington-stormwater-center/) to promote business awareness and adoption of stormwater best management practices and pollution prevention techniques.
- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program. <http://envirostars.org/>

Element 3. Local Government Specific Activity

The CITY has not currently identified an additional local emphasis in addition to Elements 1 and 2, but will coordinate site visits with Snohomish Co. Health District to ensure that duplicate site visits do not occur.

Local Activity	Deliverable
Coordinate site visits w/ Snohomish Co Health District LSCS	Ensure duplicate site visits do not occur

- All materials developed to educate/assist businesses or to market the LSC Program internally or externally should be posted to the LSC SharePoint site within 30 days of completion of the piece.

Element 4. Technical Training

To meet the ongoing LSCS technical training needs, Ecology and LSC Program Partner jurisdictions will jointly develop and execute the 2011-13 technical training schedule. Parties will determine format (phone/video conference, webinar, live), and topics to be presented during the biennium. The LSCS will work with Ecology’s LSC Program Coordinator to locate available resources and reference materials to bring these trainings to the LSC group-at-large.

- Venue 1: the monthly Local Source Control phone conference meetings, wherein each LSCS will determine, develop, and present materials and available resources showcasing a particular business sector or source control issue. Two or more LSCS may team up and/or hold a live event. All presentations will be coordinated with the LSC Program Coordinator, and all training materials will be organized in e-bindings and posted to the LSC SharePoint site.
- Venue 2: a minimum of two bi-annual ‘live’ meetings to be held at an Ecology office, a partner jurisdiction, or other facility. Ecology and LSCS will coordinate to determine agenda content, guest speakers, technical resources including recording the training for future reference, and all other periphery details of event planning. The LSC Program Coordinator will designate the rotation of the specific group of jurisdictions to contribute to this effort.
- The LSCS are expected to attend and participate in regularly scheduled monthly conference calls, and attend Ecology-sponsored training events organized on their behalf.
- LSCS are encouraged to attend HazWoper training and other safety training to maintain knowledge and awareness of proper safety procedures.

Element 5. Reporting Results to Ecology

Site Visit Data Entry

- Credit for these types of site visits will be assigned upon completion of the data record in the LSC dB:
 - Site Visit – Complete;
 - Site Visit – Screening or Incomplete (attempted but turned away);
 - Site Visit – Follow-Up or Return
- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist should be entered in the LSC data base within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.
- Local partner jurisdictions will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.
- To avoid under-reporting of work results, Ecology will provide individual LSC partners quarterly data base reports to identify/correct any incomplete data records.

Monthly Report

Local Partner Jurisdictions will complete a monthly report using the electronic 'Monthly Report' form provided on the Ecology Internet / Hazardous Waste and Toxics Reduction page, within 10 working days after the end of each month. This is meant to capture what the database does not: Best Management Practices implemented; specifics of Education and Outreach efforts, and networking and collaboration resulting from the LSC work.

To access: <http://www.ecy.wa.gov/programs/hwtr/lsp/reportform.html>

In addition to the report information solicited on the form, the following shall also be reported to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Subcontract or subcontractor information

Task 6. Invoicing

Invoices for completed work will be submitted quarterly on Ecology-provided, original, signed Form A-19-1A, and Invoice Detail sheet (Appendix B, attached). The invoice, invoice detail, and supporting invoice detail documentation will be sent within 40 days of the end of the invoice quarter to the Contract/Project Manager: *Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov.*

Appendix B

Department of Ecology - Local Source Control Partnership

Budget Status Report and Invoice Detail *(revised 05/09)*

Jurisdiction: City of Marysville	Contract No: C1200158
Current Invoice Period Qtr/YR:	Invoice No:

	Current Invoice	Total Cumulative Invoices to-date*	Total Approved Budget 2011-13	Remaining Budget
Salaries			\$ 75,649.26	\$ 75,649.26
Benefits			20,992.67	20,992.67
Subcontracts			-	-
Goods & Services			2,950.00	2,950.00
Equipment			500.00	500.00
Travel / Training			1,000.00	1,000.00
Subtotal Direct Costs	-	-	101,091.93	101,091.93
Indirect Costs (5.0 %)			4,832.10	4,832.10
Total Costs	\$ -	\$ -	\$ 105,924.03	\$ 105,924.03


*Total Cumulative includes current invoice amounts

Staff Name / Description	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	0						

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/12/2011

AGENDA ITEM: Extension of State of Washington Intergovernmental Cooperative Purchasing Agreement	
PREPARED BY: Tonya Miranda, Admin Services Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Amendment No. 1 to State of Washington Department of General Administration Intergovernmental Agreement Number 2010-WPC-219 for Office of Statement Procurement State Purchasing Cooperative	
BUDGET CODE: 50148058.549000	AMOUNT: \$3,000.00

SUMMARY:

The Intergovernmental Cooperative Purchasing Agreement between the City of Marysville and the State of Washington is due to expire on December 31, 2011. The City's membership in this purchasing co-op allows the City to access State contracts for goods and services such as janitorial service, janitorial supplies, vehicles and equipment and automotive parts. By using these State-bid contracts, the City is able to take advantage of bulk pricing, save time having to bid and manage our own contracts and this ultimately saves the City money.

Typically, this agreement has been renewed for two-year terms, but the Washington State Department of General Administration recently became a part of the State's Department of Enterprise Services (DES) and the oversight of the co-op program has changed. DES has offered co-op members the opportunity to renew for an additional year at the same yearly membership rate while the department re-evaluates the program. The fee to continue the agreement for an additional year is \$3,000, which is based upon the City's annual operating expenditures.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Amendment No. 1 to State of Washington Department of General Administration Intergovernmental Agreement Number 2010-WPC-219 for Office of Statement Procurement State Purchasing Cooperative

ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 1
to
State of Washington Department of General Administration
Intergovernmental Agreement Number 2010-WPC-219
for
Office of Statement Procurement
State Purchasing Cooperative

This Amendment Number 1 to Department of General Administration Intergovernmental Agreement Number 2010-WPC-219 is made and entered by and between the State of Washington Department of General Administration, hereinafter referred to as "GA", and City of Marysville hereinafter referred to as "COOPERATIVE MEMBER". The purpose of this Amendment is to formally assign the Intergovernmental Agreement made on January 12, 2010 between GA and COOPERATIVE MEMBER, to the Washington State Department of Enterprise Services.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management (Agencies);

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, the Department of Enterprise Services hereinafter referred to DES;

WHEREAS, the authority and funding for the continuation of Intergovernmental Agreement Number **2010-WPC-219** has been transferred to the DES;

WHEREAS, the DES finds that it is in the best interest of the State of Washington to continue to conduct business with Cooperative Member under the terms and conditions of this Intergovernmental Agreement **2010-WPC-219**.

Now therefore, DES and COOPERATIVE MEMBER agree that:

1. Effective October 1, 2011 the Intergovernmental Agreement **2010-WPC-219** is hereby assigned in all respects to DES.
2. By signing this Amendment, COOPERATIVE MEMBER hereby consents to this assignment. As assigned, said Agreement hereby amended so that wherever the name GA is used it shall mean DES.
3. Any and all payments made by COOPERATIVE MEMBER to GA shall be deemed to have been made to DES and shall discharge COOPERATIVE MEMBER from any further liability with regard to said payment.


Further, the Intergovernmental Agreement is hereby modified:

- 3) Term of this Agreement and Cooperative membership is extended one (1) year through **December 31, 2012**. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. However, if the Cooperative Member has used state contracts during the current membership period, the Cooperative Member remains liable to pay any

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/12/2011

AGENDA ITEM: Renewal of Facility Use Agreement	
PREPARED BY: Suzanne Elsner DEPARTMENT: Court Administrator	DIRECTOR APPROVAL: 
ATTACHMENTS: Facility Use Agreement	
BUDGET CODE:	AMOUNT:

SUMMARY:

In 2009, the City entered into a Facility Use Agreement with AllianceOne. AllianceOne, Inc. provides collection services for the Marysville Municipal Court. AllianceOne put a customer service representative at the Marysville Municipal Court to provide better customer service to those who use the court and the collection agency. The original use agreement provided for a \$500.00 monthly use fee. In 2010, AllianceOne placed a second part-time customer service representative at the Marysville Municipal Court due to the overwhelming use of the pay station. This renewal includes a \$250.00 fee increase to the agreement to cover costs of housing a second customer service representative.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the renewal of Facility Use Agreement with AllianceOne.

FACILITIES USE AGREEMENT

The City of Marysville, a non-charter code city of the State of Washington, (hereafter "City") and AllianceOne Receivables Management, Inc., a corporation of the State of Delaware, (hereafter "AllianceOne") enter into this Agreement for the use by the AllianceOne of certain facilities owned by the City, under the terms and conditions of this Agreement.

Whereas, the City owns and controls the use of facilities at the Marysville Municipal Court at 1015 State Avenue, Marysville, WA 98270 (hereafter "Facilities"), which Facilities are more particularly described below; and

Whereas, AllianceOne is the Municipal Court's collection agency and desires to use said Facilities; and

Whereas, the City is able and willing to make said Facilities available for such use by AllianceOne; and

Whereas, the parties entered into a FACILITIES USE AGREEMENT signed by the Mayor on April 13, 2009 for the period of April 20, 2009 through December 31, 2009; and

Whereas, the parties wish to agree to the terms and conditions as set forth below for the period of January 1, 2012 through December 31, 2012;

Now, therefore, in consideration of the above representations and the terms and conditions set forth herein, the parties agree as follows:

A. For the Term of January 1, 2012 through December 31, 2012 the parties agree to the terms and conditions in the FACILITIES USE AGREEMENT signed by the Mayor on April 13, 2009 as attached in Exhibit A and incorporated by reference.

B. For the Term commencing January 1, 2012 the parties agree to the following terms and conditions:

1. GENERAL AGREEMENT.

For being permitted to use the Facilities for the purposes and activities stated below, AllianceOne agrees to abide by the terms and conditions set forth in this Agreement.

2. AUTHORIZED REPRESENTATIVES/NOTICE

Any notice, request, or demand or other communication related to this Agreement shall be given to the parties' authorized representatives as set forth above. Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage

and address. The parties' authorized representatives for the purposes of this Agreement are as follows:

City of Marysville

Authorized representative: Suzanne Elsner, Municipal Court Administrator
Address: City of Marysville, 1015 State Avenue, Marysville, WA 98270
Phone : 360-363-8054
Fax: 360-657-2960
Email: selsner@ci.marysville.wa.us

AllianceOne Inc.

Authorized representative: Renee Linnabary, Senior Vice President
Address: 6565 Kimball Drive, Suite 200, Gig Harbor, WA 98335
Phone: 253.620.2209
Fax: 253.620.2232
Email:

3. FACILITIES.

Subject to the terms and conditions of this Agreement, the City hereby grants AllianceOne permission to use the following Facilities located in the Municipal Court at 1015 State Avenue in the City of Marysville:

Sufficient front counter space, as determined by the City, for one full-time person and one part-time person and office equipment, as necessary to collect Municipal Court fines and related costs.

4. PERIOD AND TIME OF USE/RENEWAL

a. The permission hereby given shall be for the following duration and time:

From January 1, 2012, during the hours of 8:00 am- 4:30 pm, Monday through Friday, excluding court holidays, until December 31, 2012.

b. This agreement shall automatically renew for one year periods of time subject to the TERMINATION PROVISIONS in paragraph 19 below.

5. PURPOSES AND ACTIVITIES.

The Facilities may be used for the purpose of accepting collection agency payments.

6. CONSIDERATION/PAYMENT.

In consideration for the use of the Facilities as set forth in this agreement, AllianceOne shall pay to the City the following amount in the manner set forth:

a. Seven Hundred Fifty Dollars (\$750.00) per month.

b. Payment is due on or before the 1st day of each month for AllianceOne's use of the facility for that month. Payments made after the 15th of the month are subject to a \$50 late fee and may result in breach of this agreement and termination under paragraph 19 below.

c. Interest.

In the event AllianceOne fails to pay to the City all sums required hereunder, at the time or times specified herein, the amounts so due and unpaid shall from the due date bear interest at the rate of twelve percent (12%) per annum or such lower rate as may then be the maximum rate of interest authorized by Washington or Federal law.

7. INGRESS/EGRESS:

All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by AllianceOne and must not be used by AllianceOne or its patrons for any purpose other than ingress to or egress from the premises.

8. CONDITION OF FACILITIES.

AllianceOne accepts the Facilities as being clean and in good condition and agrees to keep the premises in the same condition as when received, reasonable wear and tear excepted.

9. QUIET ENJOYMENT.

AllianceOne shall not permit any waste upon or to the Facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of the ongoing activities of the City. Further, AllianceOne shall not disturb the quiet enjoyment of adjacent facilities.

10. TEMPORARY EQUIPMENT AND SIGNS.

Temporary equipment and signs may be placed upon City facilities only with the prior approval of the City's authorized representative. AllianceOne shall remove all such temporary equipment and signs when not using the Facilities.

11. ALTERATIONS.

No alterations shall be made to the Facilities without the written approval of the City. Any alterations shall be at the sole expense of the AllianceOne. Any alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to the City.

12. LIABILITY.

AllianceOne shall hold harmless, defend, and indemnify the City and its officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with AllianceOne's use of the Facilities. The City shall have no responsibility for the safety and/or security of any person participating in the AllianceOne's use of the Facilities, except as may arise from the negligence or intentional misconduct of the City or its officers, employees, volunteers, or agents.

13. INSURANCE.

AllianceOne shall, during the term hereof and any extension thereof, obtain and maintain at the AllianceOne's expense liability insurance with insurance companies authorized to issue insurance in Washington and acceptable to the City, which protects AllianceOne, its patrons, and the City, its officers, employees, volunteers, and agents, against any personal injury, death, and property damage arising out of or connected with the AllianceOne's use of the Facilities. The liability coverage shall not be less than one million dollars (\$1,000,000.00) for any one occurrence. The insurance policy shall insure the City and its officers, employees, volunteers and agents as additional insureds.

14. WAIVER.

The waiver by the City of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained.

15. ASSIGNMENT.

AllianceOne shall not assign this Agreement in whole or in part or allow any use of the Facilities other than as provided herein without the written consent of the City. Any assignment without written consent shall be void and shall, at the option of the City, terminate this Agreement.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding of the parties and supersedes any prior oral or written expressions of the parties.

17. AMENDMENT.

Any amendment or modification of this Agreement shall be effective only if in writing and executed by each of the parties hereto.

18. GOVERNING LAW. This Agreement shall be construed under the laws of the State of Washington and the United States of America.

19. TERMINATION.

Either party may terminate this Agreement by giving at least 30 days' written notice of intent to terminate. Upon the termination of this Agreement for any reason, AllianceOne agrees to remove all equipment, furniture, personal property, and other materials owned by AllianceOne from the Court premises and further agrees to deliver and return to the City any and all equipment and materials belonging to the City in the custody or control of AllianceOne.

20. SEVERABILITY.

The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

21. AUTHORITY TO SIGN.

The undersigned certify that they are authorized to sign this Agreement on behalf of their respective entities and that their respective entities have acknowledged and accepted the terms and conditions herein and attached hereto.

DATED this 16 day of October, 2011.

CITY OF MARYSVILLE

ALLIANCEONE

By _____
Jon Nehring, Mayor,

By Harry Nehring
~~Renee Linnabary, Senior Vice President~~

Harry Nehring, CFO

Approved as to form:

GRANT K. WEED, City Attorney

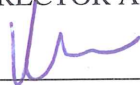
Exhibit A

Page 5 of 6

2009 Facilities Use Agreement.

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12th, 2011

AGENDA ITEM: Project Acceptance: Water Meter Equipment Procurement Project Acceptance	
PREPARED BY: Ryan Morrison, Engineering Technician	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Letter of Physical Completion	
BUDGET CODE: 40220594.563000 W0607	AMOUNT: N/A

SUMMARY:

The City Council awarded the "Water Meter Equipment Procurement" contract to Elster AMCO Water, Inc. on May 10, 2010 in the amount of \$726,789.21.

All equipment was received by November 30th, 2010 marking the day of physical completion and installed by City personnel by December 30th, 2010. Since the day of physical completion, the equipment received under this contract has been field inspected by City staff and found to be in accordance with the approved Plans and Specifications.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to accept the Water Meter Equipment Procurement project.



PUBLIC WORKS
Kevin Nielsen, *Director*

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

Elster AMCO Water, Inc.
Attn: Kathie Manning
1100 SW 38th Ave
Ocala, FL 34474

Date: November 30, 2011

Subject: **W0607 – Water Meter Equipment Procurement,
Notice of Physical Completion**

Dear Mrs. Manning,

This letter is to inform you that as of November 30, 2010 the Water Meter Equipment Procurement project was considered Physically Complete by the City. Per the Performance Bond, City staff have inspected the received equipment in the field and found it to meet the approved plans and specifications of the contract.

Recommendation for Final Acceptance will be sent to the City Council for approval on December 12, 2011. This date of final acceptance shall mark the one year after project completion per the Performance Bond allowing its release.

Thank you for your work on this project. Please let me know if you have any questions or concerns.

Sincerely,

Ryan Morrison
Engineering Technician

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/12/2011

AGENDA ITEM: MRSC Roster	
PREPARED BY: April O'Brien DEPARTMENT: Finance Department	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Washington Public Agency Membership Contact	
BUDGET CODE:	AMOUNT: \$400.00

SUMMARY:

City Staff has been handling the Small Works Roster and feel it would benefit the City to join the Municipal Research and Services Center of Washington's (MRSC) Small Works Roster. Joining the MRSC Roster would enable the City to utilize a broader vendor list.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Washington Public Agency Membership Contract.
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Washington Public Agency Membership Contract

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a Washington not-for-profit corporation, and the City of Marysville, WA (the "Public Agency").

Public Agency Information

Name of Public Agency	City of Marysville, WA
County	Snohomish
Mailing Address	1049 State Avenue Marysville, WA 98270
Public Agency Website	www.marysvillewa.gov

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in a Small Public Works Roster ("Small Works Roster") and a Consultant Roster - Consulting Services ("Consultant Roster" and, collectively, "MRSC Rosters"). MRSC is making membership in the MRSC Rosters available to a number of local government agencies in Washington State to provide them with more efficient and cost effective services.

2. Scope of Services. MRSC shall create and maintain the MRSC Rosters as allowed to the Public Agency and other Public Agency members by RCW 39.04.155 and Chapter 39.80 RCW, respectively. MRSC shall advertise at least biannually for the Small Works Roster in accordance with statutory requirements on behalf of all Public Agencies with which MRSC has similarly contracted ("Roster Members"), receive and review small works business applications for compliance with basic statutory eligibility requirements, and maintain lists of small works businesses. MRSC shall advertise at least biannually the Consultant Roster in accordance with statutory requirements on behalf of all Roster Members, receive and review firms' applications for completeness, and maintain lists of architects, engineers, and other consultants on the Consultant Roster.

3. Use of MRSC Rosters by Public Agency. As of the date of the first biannual legal notice in January or June by MRSC occurring after the signing of the membership contract by both parties, the Public Agency will use both the MRSC Rosters' Small Works and Consultant Rosters as its official roster system. If the Public Agency decides to continue use of another roster system in addition to MRSC Rosters, then the Public Agency is responsible to utilize both MRSC Rosters and that other system in their selection process either by contacting small works businesses/consultants from both systems on every project or through a rotation procedure using both systems.

(a) Small Works Roster. The Public Agency will use the Small Works Roster to select small works businesses for public work projects up to \$300,000 in value or as otherwise limited by statutes, ordinances, and laws applicable to the Public Agency. The Public Agency shall be independently responsible for its own and the selected small works businesses compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other appropriate requirements.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected small works businesses are responsible bidders. The Public Agency also shall be independently responsible to conduct a quotation or bid process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the small works business thus selected.

(b) Consultant Roster - Consulting Services. The Public Agency will use the Consultant Roster to select engineering, architectural, or other consultants for negotiations and contracts, and will do so in accord with all applicable laws and regulations. The Public Agency shall be independently responsible for its own and the selected consultants' compliance with all additional or varying laws and regulations governing services, including all selection laws, and any other requirements as appropriate.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected consultants or firms are responsible. The Public Agency also shall be independently responsible to conduct a consultant selection process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the consultant thus selected.

(c) Access to MRSC Rosters. MRSC shall make the MRSC Rosters and associated applications and qualifications for each available to the Public Agency by providing it with a user name and password for access to MRSC's electronic MRSC Rosters.

4. Compensation of Small Works Businesses and Consultants. The Public Agency shall be independently responsible for payments to any business that is selected as a result of its use of the Small Works Roster and to any consultant that is selected as a result of its use of the Consultant Roster. The Public Agency shall make all such payments directly to the small works business or consultant selected by the Public Agency.

5. Effective Date and Term. This Contract shall be effective as of the publication date for the first biannual advertisement in January or June by MRSC after the signing of the membership contract by both parties. MRSC will notify the Public Agency of the publication dates of each biannual legal notice the week prior to the publication dates. This Contract shall be in force until cancelled by either party as provided in Section 10.

6. Compensation of MRSC. The Public Agency will pay MRSC an annual membership fee in the amount of \$400.00 based on the Public Agency's total capital expenditures for the most recent complete fiscal year for the services under this Contract. Total capital expenditures for cities are the total of BARS code lines 594 and 595 and similar BARS codes for other public agencies. The amount will be paid in full prior to the publication by MRSC of the first biannual legal notice after the signing of the Contract, which will be either in January or June for the MRSC Rosters, and on the subsequent anniversary dates of the publication date.

Total Capital Expenditures*	Annual Membership Fee
Less than 5	\$100
5 to 10	\$200
10 to 15	\$300
15 to 25	\$400
25 to 50	\$500
More than 50	\$750

*Total capital expenditures in millions

7. Relationship of Parties. MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

8. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to (i) any contract for public works construction into which the Public Agency may enter as a result of the Public Agency's use of the Small Works Roster; or (ii) any contract for engineering, architectural, or other services into which the Public Agency may enter as a result of the Public Agency's use of the Consultant Roster. MRSC does not accept responsibility or liability for the performance of any small works business or consultant used by the Public Agency as a result of its use of the MRSC Rosters.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

10. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice.

11. Non-assignment. MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

12. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

13. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or the Public Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC or the Public Agency, as the case may be.

14. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

15. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

16. Contacts. For purposes of Contract administration, the Public Agency designates the following contacts:

Primary Contact:

Name: Sandy Langdon

Title: Admin. Services/Finance Director

Email: slangdon@marysvillewa.gov

Telephone: 360-363-8017

Facsimile: 360-363-8042

Alternative Contact:

Name: April O'Brien

Title: Deputy City Clerk

Email: AO'Brien@marysvillewa.gov

Telephone: 360-363-8077

Facsimile: 360-363-8042

17. Signatures. By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated Public Agency Fee Structure and that they agree that the Public Agency shall be bound by and adhere to the Terms and Conditions stated.

MRSC

PUBLIC AGENCY

[Name]

Jon Nehring

[Title]

Mayor
[Title]

[Date]

[Date]

Submit signed contract with annual membership fee to:

MRSC Rosters
Municipal Research and Services Center
2601 Fourth Avenue
Suite 800
Seattle, WA 98121-1280

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; authorizing the issuance of limited tax general obligation bonds to provide the funds necessary to pay a portion of the costs of designing and constructing street improvements as part of the SR9/SR92 Break in Access project; authorizing the issuance of limited tax general obligation bond anticipation notes pending the issuance of those bonds; fixing or setting parameters with respect to certain terms and covenants of those notes and other notes previously authorized by the City; and providing for other matters relating thereto.

Passed December 12, 2011

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

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THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

(a) “2012 Notes” means those Notes authorized herein to be issued in the calendar year 2012 in an amount not to exceed \$10,000,000.

(b) “BIA Bonds” means the not to exceed \$10,000,000 limited tax general obligation bonds authorized by this ordinance for the purpose of providing the funds necessary to pay a portion of the costs of the Break In Access Project and to pay the costs of issuance and sale of the BIA Bonds.

(c) “BIA Notes” means the not to exceed \$10,000,000 limited tax general obligation bond anticipation notes authorized by this ordinance for the purpose of providing interim financing pending the issuance of the BIA Bonds and to pay the costs of issuance and sale of the BIA Notes.

(d) “Bonds” means, collectively, the BIA Bonds and the LTA Bonds.

(e) “Break In Access Project” means the design and construction of certain improvements to the SR9/SR92 intersection, including but not limited to constructing an additional approach. The Break in Access Project shall also include the payment of interest on the BIA Notes.

(f) “City” means the City of Marysville, Washington, a municipal corporation duly organized and existing under the laws of the State.

(g) “City Council” means the governing body of the City, acting in its legislative capacity.

(h) “Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(i) “Finance Director” means the Finance Director of the City or the successor officer.

(j) “Lakewood Triangle Access Project” means the construction of an Interstate 5 overpass at 156th Street NE. The Lakewood Triangle Access Project shall also include payment of interest on the LTA Notes.

(k) “LTA Bonds” means the not to exceed \$8,000,000 limited tax general obligation bonds authorized by Ordinance No. 2868 for the purpose of providing the funds necessary to pay the costs of the Lakewood Triangle Access Project allocated to the City and to pay the costs of issuance and sale of the LTA Bonds.

(l) “LTA Notes” means the not to exceed \$8,000,000 limited tax general obligation bond anticipation notes authorized by Ordinance No. 2868 for the purpose of providing interim financing pending the issuance of the LTA Bonds and to pay the costs of the LTA Notes.

(m) “Note Fund” means the special funds or accounts of the City created by the Finance Director and authorized by this ordinance to provide for payment of the Notes.

(n) “Note Legislation” means: with respect to the BIA Notes, this ordinance; and with respect to the LTA Notes, this ordinance together with Ordinance No. 2868.

(o) “Note Registrar” means the Finance Director.

(p) “Note Register” means the books or records maintained by the Note Registrar for the purpose of identifying ownership of the Notes.

(q) “Notes” means, together, the LTA Notes and the BIA Notes.

(r) “Project Funds” means certain funds or accounts created by the Finance Director for the purpose of paying the costs of the Projects.

(s) “Projects” means, together, the Lakewood Triangle Access Project and the Break In Access Project.

(t) “Registration Ordinance” means Ordinance No. 1405 establishing a system of registration for the City’s bonds and other obligations.

(u) “State” means the State of Washington.

Section 2. Recitals, Findings and Determinations. The City Council makes the findings and determinations set forth below.

(a) For the purpose of providing the funds necessary to pay the costs allocated to the City for the Lakewood Triangle Access Project, the City Council passed Ordinance No. 2868 authorizing the issuance of the LTA Notes and the LTA Bonds.

(b) RCW 39.50.030 provides that the City may designate by ordinance a representative of the City to sell and deliver authorized short-term obligations and to fix the dates, price, interest rates, and other details of the short-term obligations, as may be specified in such ordinance. By Ordinance No. 2868, the City Council designated and authorized the Finance Director to contract for the LTA Notes.

(c) The costs of the Lakewood Triangle Access Project are estimated to be less than originally budgeted and, currently, the City expects to spend less than \$5,800,000 of proceeds from the LTA Notes to pay the costs of the Lakewood Triangle Access Project allocated to the City.

(d) The City is in need of carrying out the Break In Access Project, the total estimated cost of which is \$15,350,000, and the City does not have available sufficient funds to pay its share of the cost.

(e) The Council deems it to be in the best interests of the City to finance a portion of the costs of the Break In Access Project by issuing the BIA Bonds. Pending the issuance of the BIA Bonds, the Council deems it to be in the best interests of the City to issue the BIA Notes, and to pay or refund the BIA Notes with proceeds of the BIA Bonds when issued.

(f) It is desirable to designate and authorize the Finance Director to contract for the BIA Notes, all pursuant to chapter 39.50 RCW.

(g) The maximum rate of interest for the BIA Notes and the standards for the index for the variable interest rates established in this ordinance are in the best interest of the City.

Section 3. Authorization.

(a) BIA Bonds. The City is authorized to borrow money on the credit of the City and issue the BIA Bonds in an aggregate principal amount not to exceed \$10,000,000 for general City purposes to provide the funds necessary to pay a portion of the costs of carrying out the Break In Access Project and to pay the costs of issuance and sale of the BIA Bonds. The BIA Bonds may be issued in one or more series and may be issued in combination with other limited tax general obligation bonds of the City, including the LTA Bonds.

(b) BIA Notes. For the purpose of providing the funds necessary to carry out the Break In Access Project pending the issuance of the BIA Bonds, the City is authorized to issue the BIA Notes in the aggregate principal amount not to exceed \$10,000,000. The general

indebtedness to be incurred shall be within the limit of up to 1 1/2% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein.

The Finance Director is hereby designated and authorized to negotiate and enter into contracts for the BIA Notes, all as provided by chapter 39.50 RCW. The BIA Notes may bear a fixed rate or rates or a variable rate or rates of interest which may be based on a bank prime rate, LIBOR rate, or any other rate index, but in any event shall not exceed a net effective interest rate of 6% per annum. The BIA Notes may be issued in one or more series and may be issued in combination with other series of authorized short-term obligations of the City, including the LTA Notes. The BIA Notes shall be dated as of the date of their issuance and shall not be outstanding, together with any other short-term obligations issued to redeem the same, for longer than the time permitted by chapter 39.50 RCW.

The BIA Notes may be subject to prior redemption, may be sold at a discount, at par, or at a premium, and shall be in such denominations and bear such other covenants respecting payment as the Finance Director may determine. The Finance Director may provide for any other terms and conditions that the Finance Director determines are reasonably necessary for issuing the BIA Notes, including, but not limited to the payment of bank fees, commitment fees, financial advisor fees, bond counsel fees and other costs of issuance.

(c) The 2012 Notes. During the calendar year 2012, the aggregate principal amount of Notes issued shall not exceed \$10,000,000 and such Notes may be combined and issued as a single note or as multiple notes (the "2012 Notes"). The Finance Director shall allocate the proceeds from the 2012 Notes between the Projects in accordance with the Note Legislation. In no event shall proceeds from the 2012 Notes be allocated to the Lakewood Triangle Access Project and the Break In Access Project that exceed the principal amount authorized for the LTA Notes and the BIA Notes, respectively.

Section 4. Note Registrar; Registration and Transfer of Notes.

(a) Note Registrar. The Finance Director is designated to act as Note Registrar for the Notes. The Note Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Notes. The Note Registrar shall serve as the City's authenticating agent, transfer agent, registrar and paying agent for the Notes and shall comply fully with applicable federal and state laws and regulations respecting the carrying out of those duties. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Notes in accordance with the provisions of the Notes and this ordinance and to carry out all of the Note Registrar's powers and duties under this ordinance and the Registration Ordinance.

(b) Registration of Notes. The Notes shall be issued only in registered form as to both principal and interest and shall be recorded on the Note Register, which shall contain the name and mailing addresses of the owners of the Notes and the principal amounts and numbers of the Notes. The Notes shall state on their face that the principal of and interest on the Note shall be paid only to the owner thereof registered as such on the Note Register as of the record date set forth therein and to no other person or entity, and that the Note may not be assigned except on the books of the Note Registrar. When each Note has been paid in full, both

principal and interest, such Note shall be surrendered to the Note Registrar, who shall cancel the Note.

(c) Transfer and Exchange of Notes. The Notes shall be transferable and exchanged in the manner approved by the Finance Director.

Section 5. Pledge of Taxes. The City irrevocably pledges to redeem the Notes on or before their stated maturity from the proceeds of the Bonds, other short-term obligations, or other money of the City legally available for such purpose, and to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of the electors of the City on all of the taxable property within the City in an amount sufficient, together with the proceeds from the Bonds, other short-term obligations and other money legally available and to be used therefor, to pay when due the principal of and interest on the Notes, and the full faith, credit and resources of the City are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Section 6. Form and Execution of Notes. The Notes shall be prepared in a form consistent with the provisions of this ordinance and State law and shall be signed by the Mayor and City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon.

Only Notes bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate Of Authentication. This Note is one of the fully registered City of Maryville, Washington, Limited Tax General Obligation Bond Anticipation Notes, 2012, described in the Note Legislation.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

If any officer whose manual or facsimile signature appears on the Notes ceases to be an officer of the City authorized to sign notes before the Notes bearing his or her manual or facsimile signature are authenticated or delivered by the Note Registrar or issued by the City, those Notes nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign notes. Any Note also may be signed on behalf of the City by any person who, on the actual date of signing of the Note, is an officer of the City authorized to sign notes, although he or she did not hold the required office on the date of issuance of the Notes.

Section 7. Payment of Notes. The Finance Director is authorized to create the Note Fund for the payment of the Notes. All Bond proceeds, proceeds from other short-term obligations issued for the payment of the principal of and interest on the Notes, and taxes collected for and allocated to payment of the principal of and interest on the Notes shall be deposited in the Note Fund. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America solely out of the Note Fund from the proceeds of the Bond authorized by this ordinance to be deposited in such account, or of other short-term obligations or from other money legally available and to be used therefor. Both interest on and

principal of the Notes is payable by check or draft of the City mailed or by immediately available funds delivered on or before the interest payment date and/or maturity date or date of prior redemption to the registered owner thereof. Upon the final payment of all principal and interest on any Note, such Note shall be surrendered to the Note Registrar for cancellation.

Section 8. Tax Matters.

(a) Preservation of Tax Exemption for Interest on Notes. The City covenants that it will take all actions necessary to prevent interest on the Notes from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Notes or other funds of the City treated as proceeds of the Bonds at any time during the term of the Notes which will cause interest on the Notes to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Notes, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Notes, including the calculation and payment of any penalties that the City has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Notes from being included in gross income for federal income tax purposes. The Finance Officer is authorized and directed to adopt and implement on behalf of the City procedures to facilitate compliance by the City with the covenants in this Section 8(a) and the applicable requirements of the Code that must be satisfied after the issue date to maintain the tax exemption for interest on the Notes after the issue date.

(b) Designation of the 2012 Notes as “Qualified Tax-Exempt Obligation.” The City has determined and certifies that (a) the 2012 Notes are not “private activity bonds” within the meaning of Section 141 of the Code; (b) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) which the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during 2012 (the calendar year in which the 2012 Notes are issued) will not exceed \$10,000,000; and (c) the amount of tax-exempt obligations, including the 2012 Notes, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the 2012 Notes are issued does not exceed \$10,000,000. The City designates the 2012 Notes as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code.

Section 9. Deposit of Note Proceeds. The Finance Director is authorized to create the Project Funds and is authorized and directed to deposit into the Project Funds the principal proceeds of the Notes to be used to pay the costs of carrying out the Projects and costs of issuance and sale of the Notes. Until needed to pay the costs of the Projects and costs of issuance and sale of the Notes, the City may invest principal proceeds temporarily in any legal investment, and the investment earnings may be retained in the Project Funds and be spent for the purposes of those funds.

Section 10. Supplemental Ordinances. The Council from time to time and at any time may pass an ordinance or ordinances supplemental to this ordinance which supplemental ordinance or ordinances thereafter shall become a part of this ordinance, in order to: (a) add covenants and agreements that do not adversely affect the interests of the holders and owners of the Notes, or to surrender any right or power herein reserved to or conferred upon the City; or (b) cure any ambiguities or cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the holders and owners of the Notes.

Section 11. General Authorization and Ratification. The Finance Director, the Mayor and other appropriate officers of the City are each authorized to do everything as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by, the Bond Legislation.

Section 12. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

PASSED by the City Council of the City of Marysville, Washington, and signed in authentication of its passage this 12th day of December, 2011.

Jon Nehring, Mayor

ATTEST:

April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:

Foster Pepper PLLC, Bond Counsel

CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on December 12, 2011, as that ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect five days after publication in the City's official newspaper; and

2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of December, 2011.

CITY OF CITY, WASHINGTON

April O'Brien, Deputy City Clerk

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12, 2011

AGENDA ITEM: Professional Services Agreement Between City of Marysville and Strategies 360 Inc. for Consultant Services	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Professional Services Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide general government lobbyist services. The scope of services is attached as Exhibit A. Strategies 360 has provided general lobbying services for the city since 2007.

RECOMMENDED ACTION: Approve proposed professional services agreement.
COUNCIL ACTION:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND STRATEGIES 360, INC.
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Strategies 360, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained hereinbelow, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with Public Relations and Consultant Services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is described in Exhibit A.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall

accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TIME OF PERFORMANCE. This Agreement shall commence on January 1, 2012 and end December 31, 2012. Extension of the services contract will be by written agreement, signed by both parties.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall

be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts of the Consultant in performance of Consultant's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all

coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have

been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement at the rate of \$7500 per month. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the

hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
C/O Gloria Hirashima
1049 State Avenue
MARYSVILLE, WA 98270

Notices to the Consultant shall be sent to the following address:

STRATEGIES 360 INC.
C/O RON DOTZAUER
1505 Westlake Ave N, Suite 1000
Seattle, WA 98109

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, 2011.

By _____
JON NEHRING, Mayor

By _____
STRATEGIES 360, INC.

Approved as to form:

GRANT K. WEED, City Attorney

Exhibit A

Marysville Scope of Work - January thru December 2012

State Legislative Work (2012 session)

1. Participate in state budgetary process to advocate for retention of state shared revenues for cities.
2. Seek funding for any transportation projects that are a high priority.
3. Follow state legislation and standards review for composting facilities and participate in efforts to create tighter regulation of composting facilities.
4. Advocate for the City with the Governor's Office of Regulatory Assistance and other state agencies to advance regulatory reforms and permit streamlining for a north Marysville manufacturing area.
5. Participate in efforts to advance the for AWC legislative agenda to affect issues of interest to cities.
6. Participate in efforts to advance the Snohomish County Cities legislative agenda.
7. Keep Marysville abreast of other legislation, policy issues and news that may affect the City.
8. Advocate for clarification of medical marijuana laws.
9. Seek ways for Marysville to partner with or support the Tulalip Tribes on legislative issues.
10. Advocate for transportation mitigation projects to mitigate the adverse impacts of increased train travel through Marysville.
11. Advocate for retention of Recreation Conservation Office grant programs particularly ALEA (Aquatic Lands Enhancement Account).

Federal Legislative Work (2012 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects to mitigate the adverse impacts of increased train travel through Marysville.
3. Be available, in the event Marysville staff or elected officials visit Washington D.C. for a business trip, to develop message points, schedule and attend meetings in Washington D.C.
4. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.
5. Look for situations where Marysville can partner with the Tulalip Tribes and other jurisdictions on federal issues.

6. Keep Marysville staff abreast of key federal policy issues that may affect the city.

Non-Legislative Work

1. Work associated with Cedar Grove. This includes communications strategy, work with various regulatory agencies, advisory role with citizens committee, engagement of various elected officials, and other work.
2. Work associated with transportation funding, such as communications strategy for a transportation benefit district utilizing an election method.
3. Work to advance the manufacturing and industrial center creation in North Marysville.
4. Be available as a resource to the City for unanticipated issues that arise.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12, 2011

AGENDA ITEM: Professional Services Agreement Between City of Marysville and Weed, Graafstra & Benson, Inc., P.S. for Legal Services.	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. City Attorney Retainer Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed agreement establishes a professional services agreement for Weed, Graafstra & Benson, Inc., P.S. for 2012 City Attorney and general legal services for the City of Marysville. No rate changes have been proposed from 2011 rates.

RECOMMENDED ACTION: Approve proposed City Attorney retainer agreement.
COUNCIL ACTION:

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

21 AVENUE A
SNOHOMISH, WASHINGTON 98290-2962

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

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

November 16, 2011

Mayor Jon Nehring
City of Marysville
1049 State Avenue
Marysville, WA 98270

Gloria Hirashima
Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville, WA 98270

Re: 2012 Legal Services

Dear Jon and Gloria:

Enclosed please find duplicate originals of our proposed City Attorney Retainer Agreement for calendar year 2012. We are proposing no change in our rates or fees. Except for the effective date of the Agreement there are no changes proposed in 2012.

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

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

Very truly yours,



GRANT K. WEED
City Attorney

GKW/kkl
Enclosures

cc: Sandy Langdon, Finance Director/City Clerk (w/encls.)

CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEAR 2012

I - PARTIES/EMPLOYMENT

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

II - QUALITY OF SERVICES

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

III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$6,400.00 per month, which retainer shall be compensation for up to 40 hours of work per month for the following legal services:

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

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

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

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$170.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$130.00 per hour:

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

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

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

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$180.00 per hour.

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

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

IV - REIMBURSEMENT

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

V - EXCEPTIONS

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

VI - INSURANCE COVERAGE

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

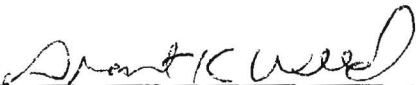
parties against the CITY ATTORNEY in said capacity.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2012 and shall continue in effect until December 31, 2012 unless earlier terminated or renegotiated by either party upon 60 days' written notice. This contract shall also be renegotiable within the final 90 days of calendar year 2012 for the succeeding year. If no such renegotiation is undertaken, this contract shall be renewed automatically for one calendar year upon the same terms and conditions.

DATED this _____ day of _____, 2011.

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

By 

GRANT K. WEED, PRESIDENT

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

ATTEST:

By _____
SANDY LANGDON, CITY CLERK