

Marysville City Council Work Session

March 5, 2007

City Hall

Call to Order 7:00 p.m.

Pledge of Allegiance
Roll Call
Committee Reports
Presentations

Discussion Items

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

1. Approval of February 26, 2007 City Council Meeting Minutes.
2. Approval of March 5, 2007 City Council Work Session Minutes.

Consent

3. Approval of February 28, 2007 Claims.
4. Approval of March 5, 2007 Payroll.
5. Approval of March 7, 2007 Claims.
6. Approval of New Liquor Licenses: Smokes to Go, 1309 State Ave.; Mae Phim Marysville Thai Restaurant, 1212 #E State Ave.; and 7-Eleven, 1114 State Ave..
7. Approval of Renewal of Liquor Licenses: Albertson's No. 412, 11401 State Ave.; Albertson's No. 471, 301 Marysville Mall; Fanny's Restaurant, 505 Cedar Ave. #A1; State Street Food Mart, 1034 State Ave.; 88th Street Shell Food-Mart & Car Wash, 3506 88th Street NE; and Vi and Glynn's Pub, 10321 State Ave.
8. Approval of Renewal of Liquor Licenses: Big Kmart #7253, 9623 State Ave.; Harvest Garden, 1508 – 2nd Street; 7-Eleven #2306-18861E, 1114 State Ave.; Acapulco Mexican Restaurant, 9611 State Ave. Ste. A; and First Stop Food Mart, 70 State Ave. Ste. B.
9. Authorize Mayor to Sign Interlocal government Agreement Between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training.

Review Bids

Public Hearings

Current Business

Work Sessions are for City Council study and orientation – Public Input will be received at the March 12, 2007 City Council meeting.

Marysville City Council Work Session

March 5, 2007

City Hall

10. Purchase and Install Dump Body for New Dump Truck Cab & Chassis.
11. Professional Services Agreement with Perteet Engineering, Inc. for Update of Traffic Impact Study
12. Fiber Optic Lease Agreement with Black Rock Cable, Inc. for data connection to County's Network and to Washington State's Inter Governmental Network.

New Business

Legal

Ordinance and Resolutions

13. A Resolution of the City of Marysville Declaring Certain Items of personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
14. A Resolution of the City of Marysville Authorizing a \$1,170,876.08 Interfund Loan from the Water Works Utility Fund 401 to the Street construction fund 305, And Providing for Payment and a Formula for Payment of Interest.

Mayor's Business

Staff Business

Call on Councilmembers

Information Items

Adjourn

Executive Session

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

Adjourn




Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Kristie Guy, Human Resources Manager, 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 March 12, 2007 City Council meeting.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 12, 2007

AGENDA ITEM: Approval of New Liquor License	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Liquor License Application Notice	APPROVED BY: 	
	MAYOR 	CAO 
BUDGET CODE:	AMOUNT:	

Smokes to Go (1309 State Avenue); Mae Phim Marysville Thai Restaurant (1212 #E State Avenue); and 7-Eleven Store (1114 State Avenue) have applied for a new liquor license. (7-Eleven Store has been acquired by new owners.) The Police Department and the City Clerk's Office have reviewed and approved these requests.

RECOMMENDED ACTION:

The Police Department and the City Clerk's Office recommend City Council approve the liquor license applications for *Smokes to Go (1309 State Avenue); Mae Phim Marysville Thai Restaurant (1212 #E State Avenue); and 7-Eleven Store (1114 State Avenue)*.

COUNCIL ACTION:



NOTICE OF LIQUOR LICENSE APPLICATION

JAK

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MAYOR OF MARYSVILLE
RE: NEW APPLICATION

DATE: 2/01/07

UBI: 602-652-833-001-0001

License: 401278 - 3H County: 31
Tradename: MAE PHIM MARYSVILLE THAI RESTAURANT
Address: 1212 E STATE AVE
MARYSVILLE WA 98270-3644

APPLICANTS:
TIP TOP TYCOON LLC
CHITCHANG, NARISARA
1974-12-20
SUPADIT, RATANAPORN
1961-08-29
BUNYATIPANON, BORDIN
(Spouse) 1972-09-15
REANTHONG, SOMSAK
(Spouse) 1954-06-18

Phone No.: 206-384-3345 NARISARA CHITCHANG

Privileges Applied For:
BEER/WINE REST - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 3000 Pacific, P.O. Box 43075
 Olympia, WA 98504-3075
 Customer Service: (360) 664-1600
 Fax: (360) 753-2710
 Website: www.liq.wa.gov
 DATE: 2/07/07

TO: MAYOR OF MARYSVILLE

RE: ASSUMPTION
 From SINGH, PARMJIT
 KAUR, MANPREET
 7-ELEVEN, INC., FRANCHISOR
 DbA 7-ELEVEN 2306-18861E

APPLICANTS:

7-ELEVEN, INC.

 DEPINTO, JOSEPH MICHAEL 1962-11-03
 HUEY, DAVID GEORGE 1952-03-24
 DAVIS, MICHAEL RILEY 1943-11-26
 HENRY, JANET ELAINE 1955-05-24
 BERGER, MICHAEL HENRY 1969-04-01

License: 361486 - 3H County: 31
 UBI: 578-070-490-001-0388
 Tradename: 7-ELEVEN STORE
 Loc Addr: 1114 STATE AVE WA 98270-4243
 MARYSVILLE
 Mail Addr: 20819 72ND AVE S STE 80
 KENT WA 98032-2393
 Phone No.: 253-796-7153 LORI LUSKO

Privileges Applied For:
 GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATED: March 12, 2007

AGENDA ITEM: Liquor License Renewals	AGENDA SECTION: Consent
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:
ATTACHMENTS: 1. Liquor License Renewal Listing	APPROVED BY: 
	MAYOR  CAO 
BUDGET CODE:	AMOUNT:

The following establishments have applied for liquor license renewals: *Albertson's No. 412 (11401 State Avenue); Albertson's No. 471 (301 Marysville Mall); Fanny's Restaurant (505 Cedar Avenue #A1); State Street Food Mart (1034 State Avenue); 88th Street Shell Food-Mart & Car Wash (3506 – 88th Street NE); The Village (220 Ash Avenue); Smokeys Cascadia Lounge (210 State Avenue); and Vi and Glynn's Pub (10321 State Avenue).* The Police Department and the City Clerk's Office have reviewed and approved these requests.

RECOMMENDED ACTION:

The Police Department and the City Clerk's Office recommend City Council approve the liquor license renewals for *Albertson's No. 412 (11401 State Avenue); Albertson's No. 471 (301 Marysville Mall); Fanny's Restaurant (505 Cedar Avenue #A1); State Street Food Mart (1034 State Avenue); 88th Street Shell Food-Mart & Car Wash (3506 – 88th Street NE); The Village (220 Ash Avenue); Smokeys Cascadia Lounge (210 State Avenue); and Vi and Glynn's Pub (10321 State Avenue).*

COUNCIL ACTION:

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 1/03/07




LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF MARYSVILLE
(BY ZIP CODE) FOR EXPIRATION DATE OF 20070430

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	NEW ALBERTSON'S, INC.	ALBERTSON'S NO. 412 11401 STATE AVE MARYSVILLE WA 98270 0000	079759	GROCERY STORE - BEER/WINE
2	NEW ALBERTSON'S, INC.	ALBERTSON'S NO. 471 301 MARYSVILLE MALL MARYSVILLE WA 98270 0000	073870	GROCERY STORE - BEER/WINE
3	FANNY'S, INC.	FANNY'S RESTAURANT 505 CEDAR ST #A1 MARYSVILLE WA 98270 0000	073415	SPIRITS/BR/WN REST SERVICE BAR
4	BD & LS, INC.	STATE STREET FOOD MART 1034 STATE AVE MARYSVILLE WA 98270 0000	369114	GROCERY STORE - BEER/WINE
5	SMW INC.	88TH ST SHELL FOOD-MART AND CAR WASH 3506 88TH ST NE MARYSVILLE WA 98270 0000	082351	GROCERY STORE - BEER/WINE
6	SMYTHE, DESIREE J SMYTHE, CURRY M	THE VILLAGE 220 ASH AVE MARYSVILLE WA 98270 4920	359406	SPIRITS/BR/WN REST LOUNGE + CATERING
7	CAFE KOKOMO, A PARTNERSHIP LIU, SHU-CHEN ELLISTON, RICHARD EDWARD	SMOKEYS CASCADIA LOUNGE 210 STATE AVE MARYSVILLE WA 98270 5108	353962	SPIRITS/BR/WN REST LOUNGE -
8	VI AND GLYNN'S PUB, INC	VI AND GLYNN'S PUB 10321 STATE AVE MARYSVILLE WA 98271 7213	352949	SPIRITS/BR/WN REST LOUNGE -

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATED: March 12, 2007

AGENDA ITEM: Liquor License Renewals	AGENDA SECTION: Consent	
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:	
ATTACHMENTS: 1. Liquor License Renewal Listing	APPROVED BY: 	
	MAYOR 	CAO 
BUDGET CODE:	AMOUNT:	

The following establishments have applied for liquor license renewals: *Big Kmart #7253 (9623 State Avenue)*; *Harvest Garden (1508 – 2nd Street)*; *7-Eleven #2306 – 18861E (1114 State Avenue)*; *Acapulco Mexican Restaurant (9611 State Avenue, Ste. A)*; and *First Stop Food Mart (70 State Avenue, Ste. B)*. (7-Eleven #2306 – 18861E has been sold to new owners who have applied for a new license.) The Police Department and the City Clerk’s Office have reviewed and approved these requests.

RECOMMENDED ACTION:

The Police Department and the City Clerk’s Office recommend City Council approve the liquor license renewals for *Big Kmart #7253 (9623 State Avenue)*; *Harvest Garden (1508 – 2nd Street)*; *7-Eleven #2306 – 18861E (1114 State Avenue)*; *Acapulco Mexican Restaurant (9611 State Avenue, Ste. A)*; and *First Stop Food Mart (70 State Avenue, Ste. B)*.

COUNCIL ACTION:

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 2/05/07








LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF MARYSVILLE
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20070531

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	KMART OF WASHINGTON LLC	BIG KMART # 7253 9623 STATE AVENUE MARYSVILLE WA 98270 0000	366323	GROCERY STORE - BEER/WINE
2	HARVEST GARDEN, INC.	HARVEST GARDEN 1508 2ND ST MARYSVILLE WA 98270 0000	361003	SPIRITS/BR/WN REST LOUNGE +
3	SINGH, PARMJIT KAUR, MANPREET 7-ELEVEN, INC., FRANCHISOR	7-ELEVEN 2306-18861E 1114 STATE AVE MARYSVILLE WA 98270 0000	361486	GROCERY STORE - BEER/WINE
4	ACAPULCO INC	ACAPULCO MEXICAN RESTAURANT 9611 STATE AVE,SUITE A MARYSVILLE WA 98270 2201	083391	SPIRITS/BR/WN REST SERVICE BAR
5	SO, DENNIS JUNGMIN SO, HEE KYUNG	FIRST STOP FOOD MART 70 STATE AVE STE B MARYSVILLE WA 98270 5164	367463	GROCERY STORE - BEER/WINE

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM: Interlocal Government Agreement between the City of Everett and Snohomish County with the City of Marysville	AGENDA SECTION: Consent		
PREPARED BY: Robb Lamoureux, Interim Chief of Police	AGENDA NUMBER:		
ATTACHMENTS: 1. Interlocal Agreement	APPROVED BY Robb Lamoureux  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> MAYOR  </td> <td style="width: 50%; text-align: center;"> CAO  </td> </tr> </table>	MAYOR 	CAO 
MAYOR 	CAO 		
BUDGET CODE:	AMOUNT:		

The Interlocal Government Agreement between the City of Everett and Snohomish County with the City of Marysville is a renewal of the prior similar agreement. This interlocal allows for the police department to be included in the Snohomish County-wide in-service training provided to all commissioned police officers in Snohomish County on an annual basis. This new agreement commences January 01, 2007 and is effective through December 31, 2012.

The training, typically hosted by the Everett Police Department, encompasses a variety of law enforcement related topics. The training has been deemed mandatory by department Command Staff and is provided to all commissioned police officers of the department throughout each year.

The total costs to the City of Marysville for the refresher training is \$200.00 annually for as long as the size of the police department remains below 50 commissioned officers. It is anticipated the number of commissioned officers will rise above 50 during the effective dates of this agreement at which time the annual costs for the training will increase to \$300.00.

The terms and conditions of this agreement have not changed from previous agreements which had been approved as to form by the City Attorney's office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the renewal Interlocal Agreement with the City of Everett and Snohomish County.
COUNCIL ACTION:

INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY AND CITIES LOCATED WITHIN SNOHOMISH, KING AND SKAGIT COUNTIES FOR IN-SERVICE TRAINING.

THIS AGREEMENT is made and entered into this _____ day of _____ 2006, by and between the City of Everett and the city of _____.

RECITALS:

WHEREAS, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each agency is authorized by law to perform; and

WHEREAS, public agencies located in the Snohomish County , King County and Skagit County including the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the Town of Granite Falls and Snohomish County (herein after collectively referred to as the "Participating Entities") comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and the use of facilities, and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting and participating in the regular in-service training sessions;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows;

1.0 Payment

The undersigned Participating Entities shall contribute fees at the rates indicated below* per year toward paying for the costs of equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2007 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2007. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

- Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$200.00 per year
50-100 officers	\$300.00 per year
Over 100 officers	\$400.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

2.0 Scope of Services

2.1 Until notice of a change is given, in accordance with Section 4 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement –related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training sessions.

2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

3.0 Effective Date

The initial term of this Agreement shall commence on January 1, 2007 and it shall continue in effect through December 31, 2012, unless sooner terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew and continue on a year to year basis, until terminated as provided under this Agreement.

4.0 Changes

- 4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.
- 4.2 The fund custodian and regular in-service site may be changed by the majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

5.0 Waiver

No waiver by any party of any term of condition of this Agreement shall be deemed or construed as a waiver of any other term of condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Allocation of Liability / Insurance

- 6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of participating in an insurance pool providing equivalent or greater coverage acceptable to the city.
- 6.2 This Section 6 shall survive termination of this Agreement.

7.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

8.0 Termination

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension.

8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in section 6 and shall not entitle it to any refund.

9.0 Entire Agreement – Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Agreement- Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

11.0 Execution of Multiple Counterparts

This Agreement may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor.

13.0 Interlocal Cooperation Act

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purposes of the Interlocal Cooperation ACT, Ch. 39.34 RCW, by an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this

Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

14.0 Liability

No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF EVERETT



Ray Stephanson, Mayor

Participating Entity

By: _____

Its: Mayor


ATTEST:


Clerk


ATTEST:

Clerk

APPROVED AS TO FORM:




City Attorney
Elmer E. "Ned" Johnston, Jr.

APPROVED AS TO FORM:


By:

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: March 12, 2007

AGENDA ITEM: Purchase and Install Dump Body for New Dump Truck Cab & Chassis	AGENDA SECTION:
PREPARED BY: Mike Shepard , Fleet & Facilities Manager	AGENDA NUMBER:
ATTACHMENTS: Purchase Order No. F 4567, State Contract 12304, and quote from Northend Truck Equipment, Inc.	APPROVED BY:
	MAYOR  CAO 
BUDGET CODE: 50100048.564000	AMOUNT \$41,922.23

The 2007 budget included a replacement dump truck for vehicle #223. On January 8, 2007 City Council authorized the Mayor to sign a Purchase Order in the amount of \$112,188.76 for a new dump truck cab & chassis. The second procurement phase for the dump truck is to purchase and install a dump body on the new cab & chassis.

The dump body will be purchased and installed by Northend Truck Equipment, Inc. located in Marysville using State Contract #12304 for the amount of \$41,922.23

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign Purchase Order No. F 4567 in the amount of \$41,922.23 to purchase and install a dump body on a new dump truck cab and chassis.
COUNCIL ACTION:



FLEET MAINTENANCE DIVISION
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250

Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F_ 4567**

COPY

TO: Northend Truck Equipment Inc.
14919 - 40th Ave N.E.
Marysville, WA 98271

DATE <u>2-20-07</u>	ACCT. CODE <u>50100048.564000</u>	ORDER NO.
SHIP TO <u>City of Marysville</u>		
<u>80 Columbia Ave</u>		
<u>Marysville, WA 98270</u>		

ATTENTION: Jim O'Brien (360)653-6066

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<u>Bob Scott</u>	<u>7-13-07</u>		<u>DRIVER</u>		<u>J018</u>

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			10/12 Yd Dump Bodies For Western Wash	33032.00	33032.00				
1			INCREASE BODY LENGTH TO 16'	1045.00	1045.00				
1			TAPERED SIDEWALLS	361.00	361.00				
1			Sloped Tailgate	195.00	195.00				
1			ASPHALT DOORS IN TAILGATE (2)	858.00	858.00				
1			FEDERAL 520112 FMK-A HD BEACON LITE	125.00	125.00				
1			6" HYDRAULIC CYLINDER	193.00	193.00				
1			P-50 COMMERCIAL PUMP & A35 VALVE	358.00	358.00				
1			A35 Valve Sections FOR Plow & SANDER	499.00	499.00				
1			H. Duty Hitch Reinforcement w/370A Hitch	1524.00	1524.00				
1			Plow LIGHT PACKAGE	650.00	650.00				
1			DELETE FOLD DOWN LADDER	202.00	202.00				
INVOICE TOTAL AMOUNT →				38638.00	38638.00	3284.23	\$41,922.23		

NOTES: Dump Truck Body - INSTALLED - WITH ABOVE OPTIONS AS PER STATE
OF WASHINGTON CONTRACT # 12304 - TO BE INSTALLED ONTO INT'L 7600 CAB & CHASSIS

X

AUTHORIZED BY:

RECEIVED BY:

NORTHEND TRUCK EQUIPMENT ,INC.

14919 – Ave. NE

Marysville, WA 98271

Ph: (360) 653-6066 Fax: (360) 653-0100

1-800-653-6066

Bob Scott

CITY OF MARYSVILLE.

80 Columbia Ave.

Marysville, WA 98270

February 15, 2007

Ref. CONTRACTOR STYLE 10/12YD DUMP BODY.

Per State DOT Dump Body Contract # 12304 Category I

10/12 Yd. Dump bodies for western Washington ... (14.5' body) ...	\$ 33,032.00
Increase body length to 16' (check overhang and consult with OB)	\$ 1,045.00
Tapered sidewalls.	\$ 361.00
Sloped tailgate.	\$ 195.00
Asphalt doors in tailgate. (2)	\$ 858.00
Federal 520112 FMK-A-HD Beacon. Fixed mount center of cab guard.	\$ 125.00
6" hydraulic cylinder.	\$ 193.00
P-50 commercial pump and A35 valve.	\$ 358.00
A35 valve sections for plow and sander circuits.	\$ 499.00
Heavy duty drop style hitch reinforcement w/370A hitch w/pony package.	\$ 1,524.00
Delete fold down ladder on passenger side.	<\$ 202.00>
Plow light package.	\$ 650.00
	<hr/>
Sub-Total	\$ 38,638.00
Sales tax 8.5%	3,284.23
Total	\$ 41,922.23

Note: Body to be painted Silver

Reference City PO # F 4567

Mounted on customer supplied IH Chassis with 132" c/a, front frame extensions, front PTO provisions and stationary grill

If you have any questions or need additional information please call me at 206-953-8124.



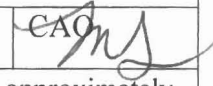
Sincerely,
NORTHEND TRUCK EQUIPMENT

James E. O'Brien
GOVERNMENT SALES.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 12, 2007

AGENDA ITEM: Authorizing the Mayor to sign Fiber Optic Lease Agreement with Black Rock Cable, Inc.	AGENDA SECTION: Consent
PREPARED BY: Worth Norton, Information Services Manager	AGENDA NUMBER:
ATTACHMENTS 1. Fiber Optic Lease Agreement, Black Rock Cable, Inc.	APPROVED BY: 
	MAYOR  CAO 
BUDGET CODE: 50300090 542000	AMOUNT: approximately \$494.00 per month and \$1000.00 one time.

We are proposing to make a fiber connection from the Marysville Public Safety Building to Snohomish County's Data Center. This connection will allow us to connect to the County's Network and to Washington State's Inter Governmental Network (IGN).

We are mandated by the Washington State Patrol to update our WSP Access connection to the State. One method of connection to the WSP Access program is through the IGN, which we are recommending. We also propose using this connection to replace the Court's JIS connection and thereby offsetting some of the monthly costs.

Other applications that may use the IGN connection are the PD's Live Scan and Palm Scan. There are also potential uses of the fiber connection directly to the County's Network including GIS, Property Tax data and the new CAD/RMS/AFR system.

RECOMMENDED ACTION:

City staff recommends that the City Council authorizes the Mayor to sign the attached Black Rock Cable Fiber Optic Lease Agreement.

COUNCIL ACTION:

FIBER OPTIC LEASE AGREEMENT

This Fiber Optic Lease Agreement ("**Agreement**") is made and entered into this _____ day of February, 2007, ("**Execution Date**") by and between City of Marysville, ("**Customer**") and Black Rock Cable, a Nevada Corporation DBA Black Rock Cable, Inc., registered as a foreign corporation in the State of Washington ("**Black Rock**").

Whereas, Black Rock has the authority under various municipal and county franchise ordinances to construct and maintain various wire line facilities within the rights-of-way of certain counties and municipalities;

Whereas, Black Rock is offering for compensation fiber optic connectivity ("**Fiber**") to customers;

Whereas, the Customer desires to obtain from Black Rock certain Fiber connectivity between locations within Black Rock's franchise authority. Black Rock is willing to do so under the terms and conditions set forth herein.

Accordingly, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. BLACK ROCK RESPONSIBILITIES FOR FIBER FACILITY

Black Rock shall arrange for the installation and shall install, own, operate and maintain the facility necessary to provide Fiber to the Customer between the demarcation point at the locations, under specific terms and conditions for each such location, described in Exhibit A attached to and made part of this Agreement.

The demarcation point shall be the termination cabinet at each Customer location and shall be the point of separation of responsibility between Black Rock and the Customer. Black Rock shall be responsible for everything including operations and maintenance between the demarcation points and the Customer shall be responsible for everything including operations and maintenance on the Customer side of each demarcation point.

During the term of this Agreement, Black Rock will be responsible for securing and maintaining any and all necessary franchises, permits, easements or agreements necessary for the use of public and private property and the use of utility poles for the construction and maintenance of the Fiber facility. Black Rock will deploy a standard single mode fiber optic product and will perform all work using industry standards.

2. FIBER ROUTE AND LOSS BUDGET

Black Rock at all times maintains the discretion to choose the route of the fiber optic lines and such route may not be the most direct route between the locations desired by the Customer. Prior to the execution of this Agreement, Black Rock shall notify the Customer of the proposed fiber footage distance between the locations and the maximum loss budget, which shall be included on Exhibit A to this Agreement. Black Rock reserves the right to change the route of the Fiber that is used for the Customer's connections, provided that the actual optical loss for the re-routed connection is less than the maximum loss budget, which shall be included on Exhibit A to this Agreement.

3. DELIVERY OF FIBER FACILITY

When required by Black Rock, the Customer shall promptly facilitate Black Rock's access to the Customer buildings to construct and maintain the Fibers. Black Rock shall notify the Customer in writing that the Fiber has been placed and is ready for use. The date of such notification ("**Start Date**") shall be the first day that the Customer must pay Black Rock a payment under this Agreement for the Fiber.

Black Rock shall provide the Fiber to the Customer within the following time frame: Between 6 and 12 weeks after this agreement is completed. If Black Rock cannot provide the Fiber to the Customer within the aforementioned time frame, the Customer will have the option to void this Agreement and all terms conditions and payments required herein, provided that the reason for Black Rock's inability to deliver the Fiber within the time frame was not force majeure, pursuant to this Agreement.

4. TERM

The Term of this Agreement ("**Term**") shall be for one (1) year(s) from the Start Date of this Agreement.

This Agreement shall automatically renewed for one (1) year term ("**Extension Term**") unless either party gives written notice to the other party at least ninety (90) days prior to the expiration of the existing Term or Extension Term.

5. COMPENSATION

Customer will be billed for Fiber service from the Start Date on a monthly basis. If necessary, the first invoice for service commencing on the Start Date shall be prorated. Thereafter, monthly lease payments will be invoiced at the beginning of each monthly period. Such payment will be due in thirty (30) days from the date of the invoice. Exhibit A shall contain the monthly lease payment amount and amounts for all non-recurring charges. Payments received after the thirty (30) day period are subject to a 2% penalty on the total including taxes and fees. If payment is not received for any given month within forty-five (45) days of invoice, Fiber connectivity will be subject to suspension for non-payment.

6. FIBER CONNECTIVITY RESTORATION, REPAIR & MAINTENANCE

Black Rock must maintain continuity of the Fiber at all times. If the Customer becomes aware that Fiber continuity is lost between locations ("**Failure Event**"), the Customer shall notify Black Rock immediately. Once Black Rock has been notified, Black Rock will inspect the Fiber and report back to the Customer within four (4) hours after gaining access to each terminated end of the Fiber. Black Rock must reestablish continuity of the Fiber as soon as possible or notify the Customer that problems encountered are not due to lack of Fiber continuity. If Black Rock cannot provide continuity within twenty-four (24) hours after notification by the Customer, then the Customer will be allowed a credit equaling two times the effective outage length. This is the Customers sole remedy for loss of continuity.

Black Rock must have the ability to perform emergency and regular maintenance of the Fiber. Such maintenance may require that the Fiber continuity be disrupted for a period of time. Black Rock shall coordinate with the Customer to schedule regular maintenance at times that are mutually convenient to both parties.

Within fourteen (14) days of the Failure Event the Customer shall document in a written notice to Black Rock the date, time and duration of the Failure Event.

If during a thirty (30) day period there is one (1) Failure Event not caused by emergency and or regular maintenance of the Fiber the customer shall give written notice to Black Rock within fourteen (14) days of the latest Failure Event documenting the Failure Event.

During the term of this Agreement, Black Rock will provide all outside plant maintenance of the Fiber at no additional cost to the Customer. If maintenance is required due to any acts of the Customer or employees or agents of the Customer, the Customer will be responsible for all costs of maintenance related to the specific act.

Black Rock will need access to interior areas to access the demarcation points. The customer shall provide 24/7 escorted access as necessary to repair and maintain the Customer Fiber.

7. CREDITS FOR LOSS OF CONTINUITY

Credits for loss of continuity will not be issued by Black Rock, if failure to restore connectivity is attributable to any of the following: (a) unavailability during any regular maintenance of the Fiber; (b) unavailability caused by the Customers applications, equipment, or facilities; (c) unavailability due to acts or omissions of a Customer; (d) unavailability due to electronics associated with the actual transport or conversion of information moving through the Fiber; (e) unavailability due to any other factor other than unavailability due solely and directly as a result of the physical facilities comprising the Fiber; or (f) unavailability due to reasons of Force Majeure.

8. TERMINATION FOR REPEATED LOSS OF CONTINUITY

After giving written notice of three (3) Failure Events in a three month period, the Customer shall have the option to terminate this Agreement if the Failure Events are not attributable to any of the following: (a) unavailability during any regular scheduled maintenance of the Fiber; (b) unavailability caused by the Customers applications, equipment, or facilities; (c) unavailability due to acts or omissions of a Customer; (d) unavailability due to electronics associated with the actual transport or conversion of information moving through the Fiber; (e) unavailability due to any other factor other than unavailability proximately caused by Black Rocks breach of and obligation under this agreement; or (f) unavailability due to reasons of Force Majeure. If the Customer exercises this option to terminate this agreement because of repeated Failure Events then the Customer must within thirty (30) days of latest Failure Event provide written notice to Black Rock of its intent to terminate and Black Rock shall provide the Fiber to the Customer for up to sixty (60) days in order that the Customer may transition to another provider or service, provided that the Customer is otherwise in compliance with this Agreement. If the Customer does not provide written notice of its intent to exercise the option to terminate within thirty (30) days, the Customer shall lose its option to terminate this Agreement only with respect to any previous loss of Failure Events.

9. LIMITATIONS OF LIABILITY

Notwithstanding any provision of this Agreement to the contrary, except to the extent caused by its own willful misconduct, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages including, but not limited to, loss of profits or revenue, cost of capital, or claims of customers, (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), whether foreseeable or not, arising out of, or in connection with either party's performance or non performance of its respective obligations under this Agreement or any other cause or nature whatsoever and all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

10. CUSTOMER RESTRICTIONS ON USE OF FIBER

Black Rock will provide Fiber to the Customer with no bandwidth restrictions. The Customer warrants that it will use the Fiber only for legal and authorized purposes. The Fiber optic connection will be provided as a discreet and dedicated connection for the Customer. The Customer must use the Fiber for internal purposes only and cannot resell the Fiber to any other without the written consent of Black Rock.

11. INDEMNIFICATION

Subject to the provisions of this Agreement, Black Rock hereby releases and agrees to indemnify, defend, protect and hold harmless Customer, its directors, officers, stockholders, agents, and employees, and its respective successors or permitted assigns from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively "**Damages**") which may be brought by or asserted by any third party against Customer related to Black Rock's design, construction, maintenance or operation or use of the Fiber, or (ii) each and every breach, or material default by Black Rock of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Black Rock of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Black Rock's performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Black Rock.

Subject to the provisions of this Agreement, Customer hereby releases and agrees to indemnify, defend, protect and hold harmless Black Rock, its directors, officers, stockholders, agents, and employees, and its respective successors or permitted assigns from and against: (i) any and all causes of action, demands, claims, suits, losses, judgments or costs (collectively "**Damages**") which may be brought by or asserted by any third party against Black Rock related to Customer's maintenance, operation or use of the Fibers, or (ii) each and every breach, or material default by Customer of any of its covenants, agreements, duties or obligations hereunder, or (iii) any violation by Customer of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with Customer's performance of its obligations under this Agreement, or (iv) damages directly attributable to the negligent act or omission or willful misconduct of Customer.

12. RESOLUTION OF DISPUTES

The parties shall attempt to resolve by negotiation and compromise any disputes as to the validity or enforcement of any term or provision of this Agreement. Failing such compromise, such claim or assertion shall be settled by binding arbitration. Venue of any such proceeding shall be in Bellingham, Whatcom County, Washington. There shall be one arbitrator agreed upon by the parties, or if the parties cannot agree on that arbitrator within two (2) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association ("AAA") office closest to Bellingham, Washington. The arbitrator selected by AAA shall reside in, or as close to, Bellingham as practical. The arbitration shall be conducted under the AAA Commercial Arbitration Rules with Expedited Procedures in effect. The arbitrator may award injunctive relief or any other remedy available from a judge, including temporary restraining orders or injunctions or the joinder of parties or consolidation of the arbitration proceedings with any other proceedings involving common issues of law or fact or which may promote judicial economy. Pending appointment of an arbitrator, any party to a claim or assertion may apply to a court of competent jurisdiction for such interim order or relief as may be appropriate, including temporary restraining orders or injunctions, provided that once the arbitrator is appointed, all further interim relief, including temporary restraining orders or injunctions, shall be awarded by the arbitrator whose powers in that regard shall include the power to vary or dissolve any temporary order or relief granted by the court. The arbitrator in such proceedings shall award to the substantially prevailing party reasonable attorney's fees and costs incurred by the substantially prevailing party in conjunction with such dispute.

13. ASSIGNMENT & TRANSFER

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto and all of the parties shall be jointly and severally liable hereunder. The Customer may not assign this Agreement without the written consent of Black Rock, which consent shall not be unreasonably withheld.

14. REPRESENTATION & WARRANTY

The signatories of this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the entities which are party to this Agreement, bind their respective entities to this Agreement; that the parties are registered to do business in the State of Washington and that the execution of this Agreement has been approved by the governing boards, members or partners, if any, of the parties to this Agreement.

15. FORCE MAJEURE

Neither party shall be in default under this Agreement if, and to the extent that, any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, each of which shall constitute a force majeure, and the affected party shall be released from liability and shall suffer no prejudice for the failure of performance of its obligation or obligations, and, if the construction schedule is affected, the Start Date shall be excused and extended for and during the period of any such delay: any circumstance beyond the reasonable control of the affected party, including without limitation, any change of circumstances not reasonably foreseen at the time this Agreement was executed which is beyond the reasonable control of the affected party, and which materially affects the ability of the

affected party to perform its obligations hereunder; any act of God; fire; flood; lack of or delay in transportation; the adoption or amendment of government codes, ordinances, laws, rules, regulations or restrictions that materially impair the affected party's performance hereunder; war or civil disorder; strikes, lock-outs or other labor disputes; failure of a third party to grant or recognize an obligation to Black Rock (provided Black Rock has made timely and reasonable commercial efforts to obtain the same).

16. ENTIRE AGREEMENT

This Agreement constitutes the full and final agreement between the parties hereto and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner whatsoever, except upon the written agreement of all parties hereto.

FOR
CUSTOMER

FOR
BLACK ROCK CABLE, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

TO FIBER OPTIC LEASE AGREEMENT BETWEEN BLACK ROCK CABLE, INC. AND CUSTOMER

LOCATIONS / WORK PROVIDED

The Customer has indicated a desire for a single wavelength of a single mode fiber optic connectivity between:

City of Marysville
Public Safety
1635 Grove Street
Marysville WA

And

Snohomish County
Data Center
3000 Rockefeller
Everett, WA

FIBER DISTANCE AND LOSS BUDGET

The proposed distance of the Fiber is less than 22 km and the maximum loss budget at 1310nm is 16 db.

INSTALLATION CHARGES

The one-time charge to install the Fiber shall be as follows:

County DataCenter	n/c
Public Safety	\$1,000.00

PRICING

The monthly price for the lease of the facility and maintenance is \$470.00 plus applicable fees and taxes (currently franchise fee of 5%). Taxes and fees are subject to change.

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: March 12, 2007

AGENDA ITEM: Surplus Fleet Vehicle #514 – Ford Jet Truck	AGENDA SECTION:	
PREPARED BY: Mike Shepard , Fleet & Facilities Manager	AGENDA NUMBER:	
ATTACHMENTS: Resolution declaring certain items to be surplus	APPROVED BY:	
	MAYOR <i>JZK</i>	CAO <i>MS</i>
BUDGET CODE: 501186365.359000 (Fleet Replacement Fund)	AMOUNT TBD	

This Ford Jet Truck was purchased by Public Works back in 1974 and it was used to jet out debris in sewer and surface water utility systems. This vehicle is obsolete and it has not been used in the last two years. The City now uses the more efficient vector truck to perform removal of debris from the City's utility systems.

RECOMMENDED ACTION:

Staff recommends that Marysville City Council authorize the Mayor to sign Resolution No. ____ declaring items of personal property to be surplus and authorizing the sale or disposal thereof.

COUNCIL ACTION:



CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

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

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

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

Asset #	Year	Make	Model	Description	Serial Number
514	1974	Ford	Jet Truck	Operational	F61DCT05057

The City is hereby authorized to sell or dispose of the above referenced items in
a manner, which in the discretion of the Fleet and Facilities Manager nets the
greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____ 2007.

CITY OF MARYSVILLE

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A
\$1,170,876.08 INTERFUND LOAN FROM THE WATER WORKS
UTILITY FUND 401 TO THE STREET CONSTRUCTION FUND 305,
AND PROVIDING FOR PAYMENT AND A FORMULA FOR PAYMENT
OF INTEREST.**

WHEREAS, it was determined to seek long-term financing to fund on going and new street construction projects; and

WHEREAS, the need for short-term financing is necessary and accordingly, establish an interfund loan from the Water Works Utility Fund 401 to the Street Construction Fund 305; and

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

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

WHEREAS, the Street Construction Fund 305 is obtaining permanent financing and will have the ability to repay said loan and interest when permanent financing is complete;

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

Section 1. Loan.

There is established an interfund loan in the amount of \$1,170,876.08 from the Water Works Utility Fund 401 to the Street Construction Fund 305.

Section 2. Interest.

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

Section 3. Repayment.

The Loan shall be repaid with interest from the Street Construction Fund 305 to the Water Works Utility Fund 401 on or before December 31, 2007.

Section 4. Ratification.

RESOLUTION 2007 INTERFUND LOAN FROM FUND 401 TO FUND 305
/wpf/mv/res.2007.Interfund Loan Fund 401 to Fund 305 r

1 of 2

Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed

Section 5. Severability.

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

Section 6. Effective Date.

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2007.

CITY OF MARYSVILLE

By _____
Dennis Kendall, MAYOR

Attest:

By _____
CITY CLERK

Approved as to from:

By _____
Grant K. Weed CITY ATTORNEY