

**Marysville City Council Work Session**

**November 6, 2017**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

- A. 2018 Session Preview
- B. Police Recruitment Video
- C. Economic Development Video

**Discussion Items**

- 1. An Ordinance Prohibiting Supervised Drug Consumption Facilities.

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

- 2. Approval of the October 9, 2017 City Council Meeting Minutes.

**Consent**

- 3. Approval of the October 25, 2017 Claims in the Amount of \$574,903.11 Paid by EFT Transactions and Check Number 120197 through 120369 with Check Number's 93664, 93721, 93927, 93945, 94035, 94290, 94322, 94392, 94427, 94468, 94626, 94915, 94943, 94977, 95242, 96238, 96680, 96879, 96902, 97146, 97307, 97916, 98612, 98908, 99512, 99840, 100070, 100117, 100229, 100840, 101230, 101303, 101525, 102172, 102191, 102347, 102467, 102631, 102838, 102915, 102975, 103321, 103522, 103819, 103964, 103992, 104020, 104077, 104148, 104225, 104271, 104583, 104844, 104974, 105154, 105787, 106820, 107195, 107253, 107562, 107571, 107579, 107670, 107949, 108282, 108398, 108588, 108804, 109169, 109188, 109244, 109442 Voided.
- 4. Approval of the October 20, 2017 Payroll in the Amount of \$987,176.58 Paid by EFT Transactions and Check Numbers 31167 through 31188.
- 5. Approval of the November 1, 2017 Claims in the Amount of \$1,294,775.77 Paid by EFT Transactions and Check Numbers 1203700 through 120531 with Check Numbers 111010, 116896, & 119489 Voided.

***Work Sessions are for City Council study and orientation – Public Input will be received at the November 13, 2017 City Council meeting.***

**Marysville City Council Work Session****November 6, 2017****7:00 p.m.****City Hall**

6. Approval of the November 3, 2017 Payroll in the amount of \$1,813,501.86 Paid by EFT Transactions and Check Numbers 31189 through 31215.

**Review Bids**

7. Consider to Award the Bid for the Decant Facility Addition Contract to Road Construction Northwest, Inc. in the Amount of \$309,402.12 including Washington State Sales Tax and Approve a Management Reserve of \$30,000 for a Total Allocation of \$339,402.12.

**Public Hearings****New Business**

8. Consider a **Resolution** Approving the Consolidation of SNOCOM and SNOPAC and Authorizing the Interlocal Agreement Creating Snohomish County 911.

9. Consider a **Resolution** Approving Adjustments to the Parks, Culture, and Recreation 2016-2017 Fee Schedule.

10. Consider Approval to Receive JAG/BYRNE GRANT LOCAL Funds to Purchase a Utility Trailer and ATV for Police Use.

11. Consider Approving Supplemental Agreement No. 1 with Feldman and Lee, P.S. for Public Defense Services.

12. Consider Approving Supplemental Agreement No. 1 with BergerABAM to Provide Additional Professional Services Required for the First Street Bypass Project.

13. Consider Approving the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with Washington State Department of Transportation for the Centennial Trail Connector Project.

14. Consider Approving the Hotel/Motel Committee Recommendation to Award Funding.

**Legal****Mayor's Business****Staff Business****Call on Councilmembers****Adjournment/Recess**

***Work Sessions are for City Council study and orientation – Public Input will be received at the November 13, 2017 City Council meeting.***

**Marysville City Council Work Session****November 6, 2017****7:00 p.m.****City Hall****Executive Session**

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

**Reconvene****Adjournment**

**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.

# *Index #1*

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO GROWTH MANAGEMENT, ADOPTING AN INTERIM OFFICIAL CONTROL PROHIBITING THE SITING OF SUPERVISED DRUG CONSUMPTION FACILITIES, AMENDING SECTIONS 22C.010.060, 22C.020.060, AND 22E.030.090 OF THE MUNICIPAL CODE, DECLARING AN EMERGENCY, AND SETTING A HEARING DATE.**

WHEREAS, in March 2016, King County and the cities of Seattle, Renton, and Auburn convened a Heroin and Opioid Addiction Task Force; and

WHEREAS, in September 2016, the Heroin and Opioid Addiction Task Force released a report with recommendations to prevent opioid addiction and improve opioid use disorder outcomes in King County; and

WHEREAS, one of the recommendations of the Heroin and Opioid Addiction Task Force was to establish, on a pilot program basis, at least two sites for supervised opioid consumption in King County; and

WHEREAS, neither the City of Marysville nor Snohomish County currently regulate the siting and establishment of supervised drug consumption facilities; and

WHEREAS, residents and business owners within the City of Marysville have expressed concerns about negative impacts to communities resulting from supervised drug consumption facilities; and

WHEREAS, the City Council wishes to explore options for regulating the siting and establishment of supervised drug consumption facilities, including potentially prohibiting the siting and establishment of such facilities within the City of Marysville; and

WHEREAS, without adequate regulations and review processes, new supervised drug consumption facilities may locate in areas that would create negative impacts and potential safety issues for the community; and

WHEREAS, the City Council wishes to prevent supervised drug consumption facilities or uses from siting or commencing such use in the City of Marysville during the period of time necessary for the City to consider appropriate regulations for such facilities; and

WHEREAS, Article XI, Section 11 of the Washington Constitution provides that any city may “make and enforce within its limits all such local police, sanitary and other regulations as

are not in conflict with general laws,” which grants counties jurisdiction over land use issues like zoning; and

WHEREAS, RCW 36.70A.390 provides that the City Council may adopt a moratorium, interim zoning ordinance, interim zoning map, or interim official control; and

WHEREAS, moratoria, interim zoning ordinances, interim zoning maps, and interim official controls enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 35A.63.220 provides that the City Council must hold a public hearing on the proposed moratorium or interim zoning ordinance within at least sixty days of its adoption.

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

SECTION 1. The City Council makes the following findings and conclusions:

- A. The City Council adopts and incorporates the foregoing recitals as findings.
- B. Proposals to open supervised drug consumption facilities within the region have highlighted the lack of regulation of such facilities and uses within the City of Marysville.
- C. The interim zoning regulations in MMC 22C.010.060 and MMC 22C.020.060 will prohibit new supervised drug consumption facilities from locating or establishing such a use in the City of Marysville while regulations that address the siting of supervised drug consumption facilities, including prohibiting such facilities entirely, are considered.
- D. It is in the best interest of the City of Marysville to prohibit supervised drug consumption facilities from locating or establishing such a use in the City of Marysville at this time, pending further study and public engagement on potential long-term regulatory changes.
- E. The proposed interim official control will promote the public health, safety, morals, and general welfare, and it is consistent with the goals and policies of the Comprehensive Plan.
- F. This ordinance satisfies the procedural and substantive requirements of and is consistent with the GMA.
- G. Pursuant to WAC 197-11-880 and MMC 22E.030.090, the adoption of this ordinance is exempt from the requirements for a threshold determination under the State Environmental Policy Act (SEPA).

SECTION 2. Pursuant to RCW 35A.12.130, the Marysville City Council finds and concludes that adopting an interim official control to regulate the siting of supervised drug consumption facilities is necessary for the immediate preservation of the public peace, health or

safety. Non-emergency options would not be adequate to prevent supervised drug consumption facilities from opening in neighborhoods where they would be detrimental to the public peace, health and safety. Accordingly, the Marysville City Council declares an emergency exists and this ordinance shall take effect immediately.

SECTION 3. Section 22C.010.060 of the municipal code, is amended to read:

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
<b>Residential Land Uses</b>									
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle									P44
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	

				WR				WR	
<b>Specific Land Use</b>	<b>R-4.5</b>	<b>R-6.5</b>	<b>R-8</b>	<b>R-4-8</b>	<b>R-12</b>	<b>R-18</b>	<b>R-28</b>	<b>R-6-18</b>	<b>R-MHP</b>
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
Accessory Uses:									
Residential accessory uses (1), (9), (10), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
<b>Recreation/Cultural Land Uses</b>									
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Recreational vehicle park									C46
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
<b>General Services Land Uses</b>									
Personal Services:									



Specific Land Use	R-4.5	R-6.5	R-8	WR	R-12	R-18	R-28	WR	R-
				R-4-8				R-6-18	
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24	P24	P24	P24	P24	P24	P24	P24	P24
	C19	C19	C19	C19	C19	C19	C19	C19	C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
<b><u>Supervised drug consumption facility</u></b>									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
<b>Government/Business Service Land Uses</b>									
Government Services:									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26

<b>Specific Land Use</b>	<b>R-4.5</b>	<b>R-6.5</b>	<b>R-8</b>	<b>WR R-4-8</b>	<b>R-12</b>	<b>R-18</b>	<b>R-28</b>	<b>WR R-6- 18</b>	<b>R- MHP</b>
Utility facility	P	P	P	P	P	P	P	P	P
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P
<b>Business Services:</b>									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					
Wireless communication facility (28)	P C	P C	P C	P C	P C	P C	P C	P C	P C
<b>State-Licensed Marijuana Facilities:</b>									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
<b>Retail/Wholesale Land Uses</b>									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
<b>Resource Land Uses</b>									
<b>Agriculture:</b>									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					

<b>Specific Land Use</b>	<b>R-4.5</b>	<b>R-6.5</b>	<b>R-8</b>	<b>WR R-4-8</b>	<b>R-12</b>	<b>R-18</b>	<b>R-28</b>	<b>WR R-6- 18</b>	<b>R- MHP</b>
<b>Forestry:</b>									
Growing and harvesting forest products	P34	P34	P34	P34					
<b>Fish and Wildlife Management:</b>									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
<b>Regional Land Uses</b>									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

SECTION 4. Section 22C.020.060 of the municipal code, is amended to read:

<b>Specific Land Use</b>	<b>NB</b>	<b>CB (63)</b>	<b>GC</b>	<b>DC</b>	<b>MU (63)</b>	<b>BP</b>	<b>LI</b>	<b>GI</b>	<b>REC</b>	<b>P/I</b>
<b>Residential Land Uses</b>										
<b>Dwelling Units, Types:</b>										
Townhouse				P6	P					
Multiple-family	C4	P4, C5	P4, C5	P4, P6	P					

Specific Land Use	NB	CB	GC	DC	MU	BP	LI	GI	REC	P/I
	(63)	(63)	(63)	(63)	(63)	(63)	(63)	(63)	(63)	(63)
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P				C					P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
<b>Group Residences:</b>										
Adult family home	P	P	P	P	P	P70	P70	P70	P70	P
Convalescent, nursing, retirement	C	P	P	P	P					P
Residential care facility	P	P	P	P	P	P70	P70	P70	P70	P
Master planned senior community (10)					C					C
<b>Accessory Uses:</b>										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9	P9		
<b>Temporary Lodging:</b>										
Hotel/motel	P	P	P	P	P	P	P			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P							
<b>Recreation/Cultural Land Uses</b>										
<b>Park/Recreation:</b>										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina				P				P	C	P
Dock and boathouse, private, noncommercial				P				P	P16	P
Recreational vehicle park			C12				C12		C	P
Boat launch, commercial or public				P				P		P

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Boat launch, noncommercial or private				P				P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
<b>Amusement/Entertainment:</b>										
Theater		P	P	P	P					
Theater, drive-in			C							
Amusement and recreation services		P18	P18	P18	P19	P	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P			P	P	P	C	
Shooting range (14)			P15			P15	P15			
Outdoor performance center			C				C		C	C
Riding academy						P	P		C	
<b>Cultural:</b>										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P				C	P
<b>General Services Land Uses</b>										
<b>Personal Services:</b>										
General personal service	P	P	P	P	P	P	P	P		
Dry cleaning plant		P					P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P25		P	P		
Funeral home/crematory		P	P	P	P26	P	P	P		
Cemetery, columbarium or mausoleum	P24	P24	P24,			P	P	P		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
			C20							
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P21	P21			
Veterinary clinic	P	P	P	P	P	P	P	P		
Automotive repair and service	P22	C, P28	P			P	P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P67	P67		P	P		
EV battery exchange station			P				P	P		
Miscellaneous repair		P	P				P	P		
Social services		P	P	P	P					P
Kennel, commercial and exhibitor/breeding (71)		P	P			C	P	P		
Pet daycare (71), (72)		P	P	P	P	P	P	P		
Civic, social and fraternal association		P	P	P	C	P		P		P
Club (community, country, yacht, etc.)						P		P		P
<b>Health Services:</b>										
Medical/dental clinic	P	P	P	P	P					P
Hospital		P	P	P	C					C
Miscellaneous health	P68	P68	P68	P68	P68					P68
<a href="#">Supervised drug consumption facility</a>										
<b>Education Services:</b>										

Specific Land Use	NB	CB	GC	DC	MU	BP	LI	GI	REC	P/I
		(63)			(63)					
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C		P	C		C
Commercial school	P	P		P	P27					C
School district support facility	C	P	P	P	P		P	P		P
Vocational school		P	P	P	P27					P
<b>Government/Business Service Land Uses</b>										
<b>Government Services:</b>										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard			P				P			P
Public safety facilities, including police and fire	P29	P	P	P	P		P			P
Utility facility	P	P	P		C	P	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
<b>Business Services:</b>										
Contractors' office and storage yard			P30	P30	P30		P	P		
Interim recycling facility		P23	P23				P			P
Taxi stands		P	P				P	P		
Trucking and courier service		P31	P31				P	P		
Warehousing and wholesale trade			P			P	P	P		
Mini-storage (36)			P			P	P	P		
Freight and cargo service			P			P	P	P		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P30	P	P	P		
Commercial vehicle storage						P	P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	C38		P30, 37		P	P		
Automotive rental and leasing			P				P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing			P			P	P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard			C				P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39, 40	P39, 40	P	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P		P	P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
<b>State-Licensed Marijuana Facilities:</b>										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										



Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
<b>Retail/Wholesale Land Uses</b>										
Building, hardware and garden materials	P47	P	P	P	P47		P	P		
Forest products sales		P	P				P			
Department and variety stores	P	P	P	P	P		P			
Food stores	P	P	P	P	P45		P			
Agricultural crop sales		P	P		C		P			
Storage/retail sales, livestock feed							P	P		
Motor vehicle and boat dealers		P	P				P	P		
Motorcycle dealers		C	P	P49			P	P		
Gasoline service stations	P	P	P	P			P	P		
Eating and drinking places	P41	P	P	P	P46	P	P	P		
Drug stores	P	P	P	P	P		P	P		
Liquor stores		P	P							
Used goods: antiques/secondhand shops		P	P	P	P					
Sporting goods and related stores		P	P	P	P					
Book, stationery, video and art supply stores	P	P	P	P	P					
Jewelry stores		P	P	P	P					
Hobby, toy, game shops	P	P	P	P	P					
Photographic and electronic shops	P	P	P	P	P					
Fabric and craft shops	P	P	P	P	P					
Fuel dealers			P43			P43	P43	P43		
Florist shops	P	P	P	P	P					

Specific Land Use	NB	CB	GC	DC	MU	BP	LI	GI	REC	P/I
		(63)			(63)					
Pet shops	P	P	P	P	P					
Tire stores		P	P	P			P	P		
Bulk retail		P	P				P			
Auction houses			P42				P			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers			C				P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P48	P44	P44	P44		
Automobile wrecking yards							C	P		
<b>Manufacturing Land Uses</b>										
Food and kindred products		P50, 52	P50				P50	P		
Winery/brewery		P53	P	P53	P53		P	P		
Textile mill products							P	P		
Apparel and other textile products			C				P	P		
Wood products, except furniture			P				P	P		
Furniture and fixtures			P				P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P		P51	P	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products			C			P	P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment			C				P			
Electronic and other electric equipment			C				P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54			P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution			P				P			
<b>Resource Land Uses</b>										
<b>Agriculture:</b>										
Growing and harvesting crops						P	P	P	P	
Raising livestock and small animals						P	P	P	P	
Greenhouse or nursery, wholesale and retail			P			P	P	P	C	
Farm product processing							P	P		
<b>Forestry:</b>										
Growing and harvesting forest products							P			
Forest research							P			

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Wood waste recycling and storage							C	C		
<b>Fish and Wildlife Management:</b>										
Hatchery/fish preserve (55)						P	P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C							P	
<b>Mineral:</b>										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
<b>Regional Land Uses</b>										
Jail		C	C			C	C			
Regional storm water management facility		C	C	C		C	C	C		P
Public agency animal control facility			C				P	P		C
Public agency training facility		C56	C56		C56		C57			C57
Nonhydroelectric generation facility	C	C	C				C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility						C	C	C		C
Transit bus base			C				P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
School bus base	C	C	C				P			C58
Racetrack	C59	C59	C				P			
Fairground						P	P	P		C
Zoo/wildlife exhibit		C	C							C
Stadium/arena			C				C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62			P62	P62		

SECTION 5. A new definition is added to section 22A.020.200 of the municipal code and shall be placed in alphabetical order in that section as follows:

“Supervised drug consumption facility” means a facility designed to provide a location where individuals are able to consume illicit drugs under professional supervision.

SECTION 6. Expiration. The interim zoning regulations in sections 3, 4, and 5 of this ordinance shall automatically expire and be deemed to have been repealed six months from the date of adoption unless renewed or otherwise extended prior to such date in accordance with RCW 35A.63.220.

SECTION 7. Public hearing. The Marysville City Council will hold a public hearing on this matter on \_\_\_\_\_, at the hour of 7:00 p.m. in the Marysville City Hall, 1049 State Avenue, Marysville, Washington, for the purpose of hearing the public testimony on this matter in accordance with RCW 36.70A.390 and RCW 35A.63.220. The notice for the public hearing shall specifically indicate that this ordinance may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

SECTION 8. Renewal. In accordance with RCW 35A.63.220, this ordinance may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

SECTION 9. Severability. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid or unconstitutional by the Growth Management Hearings Board, or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided,

however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_  
Effective Date (5 days after publication): \_\_\_\_\_

# *Index #2*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
<b>Mayor’s Excellence Award – Marcia Kelley and Connie Messerly</b>	Presented
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Approval of the September 11, 2017 City Council Meeting Minutes.	Approved
Approval of the September 25, 2017 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the September 27, 2017 Claims in the Amount of \$2,137,959.82 paid by EFT transactions and Check Numbers 119644 through 119782 with no Check Numbers Voided.	Approved
Consider Approving the Purchase of the 24’ x 40’ Modular Office Building for the Water Resource Division.	Approved
Consider Approving the Purchase of a Replacement Dump Truck, Replacement Step Van, and an Additional Crew Cab as Identified in the 2017/2018 Fleet Budget.	Approved
Consider Approving the 2016 Pavement Preservation Program with Cemex Construction Materials Pacific LLC, Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving the Purchase of Two 20 Hp Fairbanks Morse Vertical Turbine Solids Handling Filter Feed Pumps.	Approved
Consider Approving the Land Use Restriction and Real Property Covenant for the Qwuloolt Area.	Approved
Consider Approving the USDA-APHIS Wildlife Services for the Fiscal Year ending September 30, 2018.	Approved
Consider Approving the 2018 Yakima County Agreement for Jail Services.	Approved
Consider Approving an Interlocal Agreement with Snohomish Health District for the Purpose of Providing for a Per Capita Contribution by the City for Health District Services.	Approved
Consider Approving the October 5, 2017 Payroll in the Amount of \$1,816,216.95; Paid by EFT Transactions and Check Numbers 31139 through 31166.	Approved
<b>Review Bids</b>	
Consider Awarding the Bid for the 2017 Emergency Generator Project to Valley Electric in the Amount of \$326,914.88 including Washington State Sales Tax and Approve a Management Reserve of \$32,691.49 for a Total Allocation of \$359,606.37.	Approved
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Approving an Ordinance Granting Astound Broadband, LLC dba Wave a Nonexclusive Telecommunications Franchise Agreement.	Approved Ord. No. 3067
Consider Approving an Ordinance Granting MCIMetro Access dba Verizon Access a Nonexclusive Telecommunications Franchise	Approved Ord. No. 3068



October 9, 2017

7:00 p.m.

City Hall

Agreement.	
Consider Approving an Ordinance Dedicating Right-of-Way for Public Use on State Avenue in the area of 116th.	Approved Ord. No. 3069
Consider Approving a Resolution Establishing a Stay out of Drug Area (SODA) in the Smokey Point area.	Approved Res. No. 2423
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
Consider directing staff to forward a letter of support on behalf of the Council for the Amazon HQ2 project.	Approved
<b>Call on Councilmembers</b>	
<b>Recess</b>	7:40 p.m.
<b>Executive Session</b>	7:45 p.m.
<b>Real Estate – one item</b>	
<b>Adjournment</b>	7:50 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
October 9, 2017

**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. Pastor Craig Laughlin from Generations Community Church gave the invocation.

**Roll Call**

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

<b>Mayor:</b>	Jon Nehring
<b>Council:</b>	Steve Muller, Kamille Norton (Council President), Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
<b>Absent:</b>	None
<b>Also Present:</b>	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Human Resources Director Bill Kolden, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Toyer, seconded by Councilmember Wright, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports**

Councilmember Seibert reported on the October 6, 2017 Public Works Committee where they received updates on:

- Sunnyside Treatment Plant
- State Avenue 100<sup>th</sup> to 116<sup>th</sup> Street Project

# DRAFT

- 1<sup>st</sup> Street Bypass Project
- Presentation on PW assets management
- Recycling services contract

Councilmember Seibert reported on the October 6, 2017 Economic Development Committee meeting where they received updates on:

- Discussion about the video on city's website
- Amazon HQ2 submittal process
- CERB grant
- Waterfront RFP

## Presentations

### A. Mayor's Employee Excellence Award

Mayor Nehring presented Marcia Kelley and Connie Messerly with the Mayor's Employee Excellence Award for ensuring that all necessary functions of Human Resources were supported over this past year while their director/coworker was out on an extended leave. During this time Marcia and Connie demonstrated a willingness to support new initiatives and objectives that emerged while providing excellent customer service to all departments. Mayor Nehring also recognized CAO Hirashima for her excellent work during this time.

CAO Hirashima introduced new Human Resources Director Bill Kolden who briefly reviewed his background.

## Audience Participation

Monica Larsen, 1617 - 2<sup>nd</sup> Street, Marysville, WA 98270, asked about future plans for the downtown corridor. Mayor Nehring and Director Nielsen reviewed current project and plans. She stated that traffic on her street has increased significant since the 3<sup>rd</sup> Street updates. Ms. Larsen also expressed concern about the safety of the storm water drainage areas. Director Nielsen explained that there are plants coming that will eventually fill in the drainage areas.

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

1. Approval of the September 11, 2017 City Council Meeting Minutes.

**Motion** made by Councilmember Stevens, seconded by Councilmember Norton, to approve the September 11, 2017 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

17. Approval of the September 25, 2017 City Council Meeting Minutes.

# DRAFT

Councilmember Seibert pointed out two places where the Waterfront Park was referred to as the Waterfront Trail – one on the first page under his report on the finance committee and the other was under Gloria Hirashima’s comments.

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to approve the September 25, 2017 City Council Meeting Minutes as corrected. **Motion** passed unanimously (7-0).

## Consent Agenda

2. Approval of the September 27, 2017 Claims in the Amount of \$2,137,959.82 paid by EFT transactions and Check Numbers 119644 through 119782 with no Check Numbers Voided.
4. Consider Approving the Purchase of the 24' x 40' Modular Office Building for the Water Resource Division.
5. Consider Approving the Purchase of a Replacement Dump Truck, Replacement Step Van, and an Additional Crew Cab as Identified in the 2017/2018 Fleet Budget.
6. Consider Approving the 2016 Pavement Preservation Program with Cemex Construction Materials Pacific LLC, Starting the 45-day Lien Filing Period for Project Closeout.
7. Consider Approving the Purchase of Two 20 Hp Fairbanks Morse Vertical Turbine Solids Handling Filter Feed Pumps.
8. Consider Approving the Land Use Restriction and Real Property Covenant for the Qwuloolt Area.
9. Consider Approving the USDA-APHIS Wildlife Services for the Fiscal Year ending September 30, 2018.
11. Consider Approving the 2018 Yakima County Agreement for Jail Services.
16. Consider Approving an Interlocal Agreement with Snohomish Health District for the Purpose of Providing for a Per Capita Contribution by the City for Health District Services.
18. Consider Approving the October 5, 2017 Payroll in the Amount of \$1,816,216.95; Paid by EFT Transactions and Check Numbers 31139 through 31166.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to approve Consent Agenda items 2, 4-9, 11, 16, and 18. **Motion** passed unanimously (7-0).

# DRAFT

## Review Bids

3. Consider Awarding the Bid for the 2017 Emergency Generator Project to Valley Electric in the Amount of \$326,914.88 including Washington State Sales Tax and Approve a Management Reserve of \$32,691.49 for a Total Allocation of \$359,606.37.

Director Nielsen explained that this is to construct two generators in the city, one at the Cedarcrest reservoir and one at Carroll's Creek in Lakewood.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to sign and execute this 2017 Emergency Generator Project to Valley Electric in the Amount of \$326,914.88 including Washington State Sales Tax and Approve a Management Reserve of \$32,691.49 for a Total Allocation of \$359,606.37.

**Motion** passed unanimously (7-0).

## Public Hearings

### New Business

12. Consider Approving an Ordinance Granting Astound Broadband, LLC dba Wave a Nonexclusive Telecommunications Franchise Agreement.

City Attorney Walker explained that this is the franchise they have reviewed at two other meetings.

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to adopt Ordinance No. 3067. **Motion** passed unanimously (7-0).

13. Consider Approving an Ordinance Granting MCIMetro Access dba Verizon Access a Nonexclusive Telecommunications Franchise Agreement.

City Attorney Walker explained that this is also a franchise they have been discussing at previous meetings. He had no new information.

**Motion** made by Councilmember Toyer, seconded by Councilmember Stevens, to adopt Ordinance No. 3068. **Motion** passed unanimously (7-0).

14. Consider Approving an Ordinance Dedicating Right-of-Way for Public Use on State Avenue in the area of 116th.

City Attorney Walker explained that this is a piece of property that the City owns and was obtained for State Avenue improvements. Dedication of this right of way would enable use for State Avenue.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to adopt Ordinance No. 3069. **Motion** passed unanimously (7-0).

# DRAFT

15. Consider Approving a Resolution Establishing a Stay out of Drug Area (SODA) in the Smokey Point area.

City Attorney Walker explained that this is similar to the downtown SODA area and would abut against the new area that Arlington has established. It is one more tool for police to use to keep drug trafficking under control.

**Motion** made by Councilmember Seibert, seconded by Councilmember Toyer, to adopt Resolution No. 2423. **Motion** passed unanimously (7-0).

## Legal

### Mayor's Business

- Staff met with Tulalip Tribes this morning to discuss the Amazon HQ2 submission.
- He attended a presentation regarding Waste Away garbage. This is something they will continue to take a look at. The waterfront was discussed.
- He thanked Community Development Director Dave Koenig for leading the efforts on the Amazon HQ2 submittal.

### Staff Business

Chief Smith:

- He commended Director Koenig for getting the HQ2 submittal together.
- He announced that police are doing "No Shave November" in honor of breast cancer, prostate cancer, and children's cancer. This has been a huge morale booster in the department.
- Department of Homeland Security has come in to support the City on some issues they are facing on the north end. They have been tremendous partners.

Sandy Langdon commented that the City transitioned to the new bank last week.

Mayor Nehring formally announced that Dan Shaw will be replaced with Finance Director Sandy Langdon on the golf course's Merchant Services Account.

Dave Koenig:

- He received an email requesting a letter of support from the City Council regarding the Amazon HQ2 submittal. Action would be needed tonight. Councilmember Toyer asked how the process works. Director Koenig reviewed this.
- The City received an application for a Lowe's store at Soper and Highway 9.

# *DRAFT*

**Motion** made by Councilmember Seibert, seconded by Councilmember Norton to forward a letter of support on behalf of the Council for the Amazon HQ2 project. **Motion** passed unanimously (7-0).

Chief McFalls:

- The Fire Department is also raising funds for the fight against cancer with the Susan G. Komen Foundation's Race for the Cure.
- Marysville Fire District partnered with the City and other volunteers this weekend to reach 58 homes at Glenwood in Marysville to install 122 smoke detectors.

Bill Kolden had no additional comments.

Jim Ballew commented that today there was a recognition ceremony and tree planting for Mark Austin on the new Ebey Trail. They also opened the new trailhead connection from the waterfront park parking lot.

Kevin Nielsen welcomed new Human Resources Director Bill Kolden.

Jon Walker stated the need for one Executive Session item related to real estate with no action requested and expected to last five minutes.

Gloria Hirashima had no additional comments.

## **Call on Councilmembers**

Jeff Vaughan had no comments.

Donna Wright welcomed Bill Kolden.

Jeff Seibert:

- Thanks to Dave Koenig for all the work he has done on the Amazon HQ2 project.
- At the Public Works meeting they talked about the 1<sup>st</sup> Street Bypass and the connection on State Avenue between 100<sup>th</sup> and 116<sup>th</sup>. It would be nice to see both of those projects go forward. He expressed appreciation for all the work that has been done on that.

Michael Stevens welcomed Bill Kolden.

Rob Toyer had no comments.

Steve Muller:

- Welcome to Bill Kolden.
- There was a transitional meeting on Friday to a new Strawberry Festival Board.

Kamille Norton welcomed Bill Kolden to the City.

# *DRAFT*

## **Recess**

Council recessed the regular meeting at 7:43 p.m. for two minutes before reconvening in Executive Session at 7:45 p.m. for five minutes to discuss one item related to real estate with no action expected.

## **Reconvenement**

## **Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate – one item

## **Adjournment**

The meeting was adjourned at 7:50 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Mayor  
Jon Nehring



# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2017**

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 October 25, 2017 claims in the amount of \$574,903.11 paid by EFT transactions and Check No. 120197 through 120369 with Check No.'s 93664, 93721, 93927, 93945, 94035, 94290, 94322, 94392, 94427, 94468, 94626, 94915, 94943, 94977, 95242, 96238, 96680, 96879, 96902, 97146, 97307, 97916, 98612, 98908, 99512, 99840, 100070, 100117, 100229, 100840, 101230, 101303, 101525, 102172, 102191, 102347, 102467, 102631, 102838, 102915, 102975, 103321, 103522, 103819, 103964, 103992, 104020, 104077, 104148, 104225, 104271, 104583, 104844, 104974, 105154, 105787, 106820, 107195, 107253, 107562, 107571, 107579, 107670, 107949, 108282, 108398, 108588, 108804, 109169, 109188, 109244, 109442 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
CLAIMS  
FOR  
PERIOD-10

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 \$574,903.11 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 120197 THROUGH 120369 WITH CHECK NO'S 93664, 93721, 93927, 93945, 94035, 94290, 94322, 94392, 94427, 94468, 94626, 94915, 94943, 94977, 95242, 96238, 96680, 96879, 96902, 97146, 97307, 97916, 98612, 98908, 99512, 99840, 100070, 100117, 100229, 100840, 101230, 101303, 101525, 102172, 102191, 102347, 102467, 102631, 102838, 102915, 102975, 103321, 103522, 103819, 103964, 103992, 104020, 104077, 104148, 104225, 104271, 104583, 104844, 104974, 105154, 105787, 106820, 107195, 107253, 107562, 107571, 107579, 107670, 107949, 108282, 108398, 108588, 108804, 109169, 109188, 109244, 109442 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 13<sup>th</sup> DAY OF NOVEMBER 2017.

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

DATE: 10/25/2017  
TIME: 9:15:33AM

**CITY OF MARYSVILLE  
INVOICE LIST**

PAGE: 1

**FOR INVOICES FROM 10/19/2017 TO 10/25/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120197	LICENSING, DEPT OF	CPL BATCH 10/18/17	GENERAL FUND	255.00
120198	REVENUE, DEPT OF	2017 UNCLAIMED PROPERTY	PARK & RECREATION FAC	1.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	35.90
	REVENUE, DEPT OF		COMMUNITY CENTER	60.00
	REVENUE, DEPT OF		COURTS	107.16
	REVENUE, DEPT OF		GENERAL FUND	200.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	217.01
	REVENUE, DEPT OF		WATER/SEWER OPERATION	3,551.66
120199	REVENUE, DEPT OF		GARBAGE-SERVICES	6.58
	REVENUE, DEPT OF		W/S-OTHER MISC REV	142.45
120200	REVENUE, DEPT OF		W/S-OTHER MISC REV	3.08
	REVENUE, DEPT OF		WATER/SEWER OPERATION	136.98
	REVENUE, DEPT OF		WATER/SEWER OPERATION	242.81
120201	REVENUE, DEPT OF	SALES AND USE TAXES	COMMUNITY DEVELOPMENT-	1.49
	REVENUE, DEPT OF		RECREATION SERVICES	13.20
	REVENUE, DEPT OF		INFORMATION SERVICES	14.71
	REVENUE, DEPT OF		BLDING MAINT	27.87
	REVENUE, DEPT OF		POLICE ADMINISTRATION	36.25
	REVENUE, DEPT OF		GOLF COURSE	41.62
	REVENUE, DEPT OF		GENERAL FUND	348.12
	REVENUE, DEPT OF		WATER/SEWER OPERATION	475.76
	REVENUE, DEPT OF		GOLF ADMINISTRATION	556.94
	REVENUE, DEPT OF		STORM DRAINAGE	5,004.81
	REVENUE, DEPT OF		GOLF COURSE	10,951.92
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	21,059.26
	REVENUE, DEPT OF		UTIL ADMIN	71,440.02
120202	ABELE, NORINA	REFUND CLASS FEES	PARKS-RECREATION	70.00
120203	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	81.19
	ADVANTAGE BUILDING S		COMMUNITY CENTER	811.88
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	811.88
	ADVANTAGE BUILDING S		UTIL ADMIN	811.88
	ADVANTAGE BUILDING S		COURT FACILITIES	1,217.81
	ADVANTAGE BUILDING S		CITY HALL	1,217.81
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,794.25
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
120204	ALDERMAN, ROY A	REIMBURSE PARKING & MILEAGE	UTIL ADMIN	12.10
120205	ALL BATTERY SALES &	HOSES AND BULBS	EQUIPMENT RENTAL	127.10
120206	AMERICAN ELECTRICAL	RELEASE RETAINAGE	CITY STREETS	324.93
120207	AMERICAN LEAK DETEC	LEAK DETECTION SERVICE	PARK & RECREATION FAC	795.00
120208	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
120209	ARLINGTON, CITY OF	SURFACE WATER REVENUE BILLING	WATER/SEWER OPERATION	30,073.93
120210	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL	SOURCE OF SUPPLY	68.21
120211	AUSTRIA, CINDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120212	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	LEGAL - PROSECUTION	220.00
	BANK OF AMERICA		LEGAL-GENL	608.24
	BANK OF AMERICA		LEGAL - PROSECUTION	654.44
120213	BANK OF AMERICA	TRAVEL/SUPPLY/TRAINING REIMBUR	POLICE TRAINING-FIREARMS	938.23
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,979.78
120214	BARRIOS, BRESEYDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120215	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	45,589.38
120216	BERTASH, NIKOLAY & R		GARBAGE	78.85
120217	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	2,464.00
120218	BICKFORD FORD	SEATBELT ASSEMBLY	EQUIPMENT RENTAL	183.39
	BICKFORD FORD		EQUIPMENT RENTAL	281.19
	BICKFORD FORD	2017 FORD F350 EXTENDED CAB	EQUIPMENT RENTAL	47,535.16
120219	BOGUN, VIKTOR		WATER/SEWER OPERATION	26.20
120220	BRAKE AND CLUTCH	SLACK ADJUSTERS	EQUIPMENT RENTAL	401.77

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120221	BRITTON, SHAWN & CHE		WATER/SEWER OPERATION	38.39
120222	BROCK, TINA	REIMBURSE MILEAGE	CITY CLERK	6.53
120223	CALISTA REAL ESTATE		WATER/SEWER OPERATION	29.88
120224	CARDON, SETH & ROXAN		WATER/SEWER OPERATION	31.01
120225	CARROT-TOP INDUSTRIE	REPLACEMENT FLAGS	PARK & RECREATION FAC	398.38
120226	CENTRAL WELDING SUPP	RAIN GEAR	ER&R	128.74
	CENTRAL WELDING SUPP	TSHIRTS	ER&R	150.01
	CENTRAL WELDING SUPP	RAIN GEAR AND GLOVES	ER&R	459.64
	CENTRAL WELDING SUPP	GLOVES	ER&R	546.26
120227	CHAMPION BOLT	RAIL	WASTE WATER TREATMENT F	6.91
	CHAMPION BOLT	BOLTS	WASTE WATER TREATMENT F	21.06
	CHAMPION BOLT	RAILS	WASTE WATER TREATMENT F	27.65
	CHAMPION BOLT	SHACKLES AND PULL TIES	SEWER LIFT STATION	778.95
120228	CHERNE, ALLISON P		WATER/SEWER OPERATION	188.55
120229	CHUPA, KATHY		WATER/SEWER OPERATION	21.09
120230	COHOON, SARAH	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
120231	COOP SUPPLY	TARP	MAINT OF GENL PLANT	20.72
	COOP SUPPLY	GREASE GUN AND HEX KEY	HYDRANTS	31.62
	COOP SUPPLY	RAILROAD TIES	STREET CLEANING	43.62
120232	CORE & MAIN LP	PUMPS AND PINS	WATER SERVICE INSTALL	196.25
120233	CRAIN, JASON	REIMBURSE MEALS	UTIL ADMIN	66.27
120234	CUMMINS NORTHWEST	SERVICE CALL #552	EQUIPMENT RENTAL	760.10
120235	DAGANG, SEAN KYLE SE		WATER/SEWER OPERATION	30.00
120236	DAILY JOURNAL OF COM	BID ADVERTISEMENT	GMA-PARKS	160.00
120237	DCI PAINTING & CONST	DRYWALL REPAIR	WASTE WATER TREATMENT F	7,927.21
120238	DEAL, TONYA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120239	DELL	MDC'S	POLICE PATROL	7,237.49
120240	DELOSREYES, RUBEN &		WATER/SEWER OPERATION	53.72
120241	DENNING, ALLISON		WATER/SEWER OPERATION	26.01
120242	DIRE, CHERYL		WATER/SEWER OPERATION	355.00
120243	DISCOUNTCELL INC	OTTERBOX CASES AND CLIPS	INFORMATION SERVICES	-54.51
	DISCOUNTCELL INC		WATER/SEWER OPERATION	-3.95
	DISCOUNTCELL INC		WATER SERVICES	47.29
	DISCOUNTCELL INC		COMPUTER SERVICES	653.51
120244	DODD, TYSON		WATER/SEWER OPERATION	14.69
120245	DONALDSON, BRENDA	REIMBURSE WSDOT STANDARD SPEC	GENERAL FUND	-0.15
	DONALDSON, BRENDA		ENGR-GENL	81.83
120246	DONNELSON ELECTRIC	FOUNTAIN REPAIR	SURFACE WATER CAPITAL PF	1,264.04
	DONNELSON ELECTRIC	PW ADMIN OUTSIDE LIGHTING	UTIL ADMIN	2,373.32
120247	DOWNIE, JASON & CHE		WATER/SEWER OPERATION	26.55
120248	DUKE, MARCUS & CHRIS		WATER/SEWER OPERATION	72.95
120249	E&E LUMBER	RETURN WOOD AND JOISTS	MAINT OF GENL PLANT	-768.82
	E&E LUMBER	HARDWARE	SEWER LIFT STATION	6.07
	E&E LUMBER	WALL PLATES	MAINT OF GENL PLANT	9.36
	E&E LUMBER	RAGS	ER&R	20.93
	E&E LUMBER	TAPE AND STAKES	PARK & RECREATION FAC	21.97
	E&E LUMBER	SPRINKLER	PARK & RECREATION FAC	28.36
	E&E LUMBER	CAPS AND ANGLES	MAINT OF GENL PLANT	29.00
	E&E LUMBER	SIGNS	WATER RESERVOIRS	41.68
	E&E LUMBER	ROOFING MATERIAL	PARK & RECREATION FAC	47.08
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	72.79
	E&E LUMBER	JOIST, FLANGES AND CLIPS	MAINT OF GENL PLANT	76.77
	E&E LUMBER	CEDAR POSTS	PARK & RECREATION FAC	228.52
	E&E LUMBER	WOOD AND JOISTS	MAINT OF GENL PLANT	768.82
	E&E LUMBER	WOODS AND JOISTS	MAINT OF GENL PLANT	992.67
120250	EAST JORDAN IRON WOR	LIDS AND VALVE COVERS	ARTERIAL STREET-GENL	499.92
120251	EASTON, MARK		GARBAGE	220.73
120252	ECOLOGY, DEPT. OF	WQ PROGRAM, AQUATIC PEST CONTR	STORM DRAINAGE	585.00
	ECOLOGY, DEPT. OF	WATER QUALITY PROGRAM PERMIT F	UTIL ADMIN	19,872.00
120253	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50

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120253	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
120254	EMERGENCY MANAGEMENT	4TH QTR EMERGENCY SERVICES	NON-DEPARTMENTAL	19,176.51
120255	ENGLUND, PAULETTE	REFUND CLASS FEES	PARKS-RECREATION	50.00
	ENGLUND, PAULETTE		PARKS-RECREATION	52.00
120256	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT F	891.00
120257	EVERGREEN SECURITY	MONITORING & COMMUNICATION TES	COURT FACILITIES	117.00
120258	FAST WATER HEATER	REFUND PERMIT FEES	NON-BUS LICENSES AND PEF	69.50
120259	FEDEX	SHIPPING EXPENSE	WASTE WATER TREATMENT F	16.19
120260	FEI	LEAK TABLETS	WATER DIST MAINS	433.91
120261	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	31.06
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	31.07
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	32.79
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLAI	189.29
120262	GARNER, DANIEL		WATER/SEWER OPERATION	17.58
120263	GENUINE AUTO GLASS	REPLACE WINDSHIELD	EQUIPMENT RENTAL	212.16
120264	GEOTEST SERVICES INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	4,303.00
120265	GOLDWING TOURING	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120266	GOVCONNECTION INC	SERVER UPGRADE SWITCHES	COMPUTER SERVICES	2,472.18
120267	GOVERNMENT PORTFOLIO	INVESTMENT ADVISORY SERVICES 3	FINANCE-GENL	4,375.00
120268	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	8,199.96
120269	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
120270	HD FOWLER COMPANY	GAUGES	WASTE WATER TREATMENT F	12.02
	HD FOWLER COMPANY	HARDWARE	WATER SERVICE INSTALL	506.32
	HD FOWLER COMPANY	STAINLESS SECTIONS	WATER DIST MAINS	2,311.13
120271	HOLIMAN, CHELSEA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120272	HUDON, DEREK	REIMBURSE MEALS	TRAINING	43.90
120273	INSEEGO NORTH AMERIC	MODEMS	POLICE PATROL	2,693.76
120274	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	117.29
	IRON MOUNTAIN		WATER DIST MAINS	117.29
	IRON MOUNTAIN		SEWER MAIN COLLECTION	117.30
120275	J & B TOOLS, LLC	IMPACT GUN REPAIR	EQUIPMENT RENTAL	211.21
120276	J. THAYER COMPANY	LAUNDRY SOAP	SOLID WASTE OPERATIONS	77.89
120277	JAMES W FOWLER CO	PAY ESTIMATE #18	WATER CAPITAL PROJECTS	81,164.23
120278	K2 DATA SYSTEMS INC	SUPPORT SERVICES	UTIL ADMIN	9,444.75
120279	KAISER PERMANENTE	DOT PHYSICALS	GENERAL SERVICES - OVERF	95.00
	KAISER PERMANENTE		UTIL ADMIN	190.00
	KAISER PERMANENTE	IMMUNIZATIONS	EXECUTIVE ADMIN	368.00

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120280	KDW SALAS OBRIEN	DESIGN	WASTE WATER TREATMENT F	3,720.00
120281	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	35.00
	KIM, JAMIE S.		PUBLIC DEFENSE	67.50
	KIM, JAMIE S.		PUBLIC DEFENSE	195.00
120282	KUHLMANN, KATHY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120283	LABOR & INDUSTRIES	ELEVATOR OPERATION CERT RENEWA	CITY HALL	129.00
	LABOR & INDUSTRIES		PUBLIC SAFETY BLDG	129.00
120284	LABOR & INDUSTRIES	L & I 3RD QTR 2017	MUNICIPAL COURTS	25.50
	LABOR & INDUSTRIES		OPERA HOUSE	39.25
	LABOR & INDUSTRIES		MUNICIPAL COURTS	159.12
	LABOR & INDUSTRIES		COMMUNITY CENTER	212.69
	LABOR & INDUSTRIES		RECREATION SERVICES	296.49
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	539.00
	LABOR & INDUSTRIES		POLICE PATROL	777.79
120285	LARSON, DOUGLAS		WATER/SEWER OPERATION	408.73
120286	LASTING IMPRESSIONS	SWEATSHIRTS AND TSHIRTS	ER&R	462.82
120287	LAYCOCK, JEFF	REIMBURSE MILEAGE	ENGR-GENL	263.22
120288	LES SCHWAB TIRE CTR	TIRES	ER&R	535.03
	LES SCHWAB TIRE CTR		ER&R	1,099.51
120289	LIND, CURTIS		WATER/SEWER OPERATION	22.95
120290	LINDEMANN, STEVEN C		WATER/SEWER OPERATION	21.74
120291	LONEY, MELISSA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120292	LOWES HIW INC	DRILL	FACILITY MAINTENANCE	14.72
	LOWES HIW INC	LADDER	FACILITY MAINTENANCE	153.18
120293	MARYSVILLE PRINTING	COMMUNITY CARES HANDOUTS	EXECUTIVE ADMIN	534.59
120294	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG	3,321.93
120295	MCDOWELL, MARY		WATER/SEWER OPERATION	72.07
120296	MERENESS, SHONN	REFUND CLASS FEES	PARKS-RECREATION	70.00
120297	MESSERLY, CONNIE	REIMBURSE LUNCH AND LEARN EXPE	PERSONNEL ADMINISTRATIO	289.38
120298	MODERN MACHINERY CO,	FILTERS	ER&R	170.43
120299	MOTOR TRUCKS	FILTER	ER&R	34.10
	MOTOR TRUCKS	FILTERS	ER&R	102.29
120300	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	11.11
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	11.11
	MOUNTAIN MIST		SEWER MAIN COLLECTION	11.11
120301	MUNGER, KARLEE & COL		WATER/SEWER OPERATION	298.07
120302	NAGY, KEVIN		WATER/SEWER OPERATION	35.84
120303	NESTOR, THEODORE		WATER/SEWER OPERATION	41.38
120304	NICKELL, STACEY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120305	NORTHEND EXCAVATING	PAY ESTIMATE #5	GMA-STREET	-50.00
	NORTHEND EXCAVATING		GMA - STREET	1,000.00
120306	NORTHWEST CORROSION	ENGINEERING SERVICES	WATER SUPPLY MAINS	1,500.00
120307	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	13.07
	OFFICE DEPOT		ENGR-GENL	17.68
	OFFICE DEPOT		UTIL ADMIN	32.60
	OFFICE DEPOT		ENGR-GENL	32.60
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	76.35
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	141.77
120308	ONEIL, TIM		WATER/SEWER OPERATION	194.20
120309	OTTO, JASON	REFUND CLASS FEES	PARKS-RECREATION	70.00
120310	PACIFIC GOLF & TURF	BLADE CREDIT	PARK & RECREATION FAC	-35.05
	PACIFIC GOLF & TURF	FILTERS	ER&R	70.47
120311	PARTS STORE, THE	FILTER	ER&R	12.98
	PARTS STORE, THE	SOLENOID	EQUIPMENT RENTAL	26.66
	PARTS STORE, THE	OIL	SMALL ENGINE SHOP	26.88
	PARTS STORE, THE	BELT	EQUIPMENT RENTAL	30.85
	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	36.77
	PARTS STORE, THE		EQUIPMENT RENTAL	36.77
	PARTS STORE, THE	TIE ROD END	EQUIPMENT RENTAL	52.85
	PARTS STORE, THE	TENSIONER	EQUIPMENT RENTAL	68.92
	PARTS STORE, THE	FILTERS AND WIPER BLADES	ER&R	94.37

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120311	PARTS STORE, THE	FILTERS AND BRACKETS	ER&R	174.66
120312	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	118.40
120313	PETTY CASH- PW	REIMBURSE VEHICLE LICENSE FEES	EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
120314	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	9.50
	PGC INTERBAY LLC		PRO-SHOP	28.31
	PGC INTERBAY LLC		MAINTENANCE	63.13
	PGC INTERBAY LLC		PRO-SHOP	80.06
	PGC INTERBAY LLC		PRO-SHOP	95.23
	PGC INTERBAY LLC		MAINTENANCE	718.60
	PGC INTERBAY LLC		MAINTENANCE	790.81
	PGC INTERBAY LLC		PRO-SHOP	1,027.30
	PGC INTERBAY LLC		PRO-SHOP	1,147.61
	PGC INTERBAY LLC		MAINTENANCE	1,685.09
	PGC INTERBAY LLC		GOLF COURSE	1,812.35
	PGC INTERBAY LLC		MAINTENANCE	2,324.76
	PGC INTERBAY LLC		GOLF COURSE	5,604.50
	PGC INTERBAY LLC		MAINTENANCE	6,117.94
120315	PIKE, TRAVIS	REIMBURSE MEALS	TRAINING	47.31
120316	PILCHUCK RENTALS	EXCAVATOR RENTAL	GMA-PARKS	289.12
120317	PLATT ELECTRIC	CAT 5 AND CONDUIT	FACILITY MAINTENANCE	26.18
	PLATT ELECTRIC	LIGHTING	WATER QUAL TREATMENT	71.84
	PLATT ELECTRIC	CAT 5 AND CONDUIT	WASTE WATER TREATMENT F	153.45
120318	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	42.00
120319	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	1,138.41
120320	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	15.88
	PUD	ACCT #2020-3113-4	PUMPING PLANT	16.60
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	24.66
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	31.51
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	36.47
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	43.94
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	44.98
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG	47.39
	PUD	ACCT #2034-3089-7	STREET LIGHTING	48.06
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	59.39
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	61.55
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	63.26
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	99.84
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	117.58
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	158.61
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	182.33
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG	205.22
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	221.14
	PUD	ACCT #2211-9254-5	PUBLIC SAFETY BLDG	230.21
	PUD	ACCT #2012-4769-9	STREET LIGHTING	274.05
	PUD	ACCT #2208-2414-8	WASTE WATER TREATMENT F	529.91
	PUD	ACCT #2213-2008-8	SUNNYSIDE FILTRATION PLAT	1,161.48
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,317.29
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,495.98
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,630.99
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG	2,991.70
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,853.52
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	7,114.56
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	9,254.00
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	13,636.88
120321	QUEEN, RYAN & KIM		WATER/SEWER OPERATION	282.26
120322	RAMOS, NEREIDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120323	RAMSEY, JEFFREY		GENERAL FUND	500.00
120324	REED, KAREN	RFA FACILITATION AUGUST 2017	NON-DEPARTMENTAL	5,265.00



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120325	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER DIST MAINS	1,592.72
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	4,828.53
120326	RING, ANDREW PAUL		WATER/SEWER OPERATION	33.69
	RING, ANDREW PAUL		WATER/SEWER OPERATION	216.59
120327	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	1,429.75
120328	ROLLING GREEN ESTATE	COMMUNITY BEAUTIFICATION GRANT	PROTECTIVE INSPECTIONS	5,000.00
120329	ROY ROBINSON	SWITCH ABD LEVER	EQUIPMENT RENTAL	120.42
	ROY ROBINSON	TENSIONER, BELT AND PULLEY	EQUIPMENT RENTAL	188.85
120330	RUIZ, GILBERT	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120331	RV & MARINE SUPPLY	BILGE PUMP	WATER SERVICE INSTALL	78.51
120332	SEA-ALASKA INDUSTRIA	AERATOR REPAIR	WASTE WATER TREATMENT F	872.80
	SEA-ALASKA INDUSTRIA		WASTE WATER TREATMENT F	1,843.79
	SEA-ALASKA INDUSTRIA		WASTE WATER TREATMENT F	2,072.90
120333	SEATOWN ELECTRIC	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
120334	SHRED-IT US	SHREDDING CREDIT	PERSONNEL ADMINISTRATIOI	-4.56
	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIOI	18.90
120335	SIX ROBBLEES INC	HITCH, MOUNT AND TUBE	EQUIPMENT RENTAL	284.49
120336	SMOKEY POINT CONCRET	COBBLE	GMA-PARKS	1,034.56
120337	SNO CO PUBLIC WORKS	CENTERLINE PAINTING	TRAFFIC CONTROL DEVICES	1,525.42
120338	SNO CO TREASURER	TRAINING-ALDERMAN	UTIL ADMIN	100.00
120339	SODERBERG, LAURA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120340	SOLID WASTE SYSTEMS	SEALS AND RIVETS	SOLID WASTE OPERATIONS	428.53
	SOLID WASTE SYSTEMS	CAMERA SYSTEMS	SOLID WASTE OPERATIONS	2,780.54
120341	SONITROL	SECURITY MONITORING SERVICES	UTIL ADMIN	139.00
	SONITROL		COMMUNITY CENTER	149.00
	SONITROL		PUBLIC SAFETY BLDG	168.00
	SONITROL		PARK & RECREATION FAC	276.00
	SONITROL		MAINT OF GENL PLANT	303.00
	SONITROL		CITY HALL	348.00
	SONITROL		WASTE WATER TREATMENT F	713.19
120342	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	112.32
120343	SOUND PUBLISHING		GMA-PARKS	46.44
	SOUND PUBLISHING		GMA - STREET	101.87
	SOUND PUBLISHING		WATER CAPITAL PROJECTS	120.08
	SOUND PUBLISHING		SEWER CAPITAL PROJECTS	120.08
120344	SOUND PUBLISHING	ADVERTISING	COMMUNITY CENTER	243.00
	SOUND PUBLISHING		OPERA HOUSE	1,080.00
120345	SOUND SAFETY	JACKET	PARK & RECREATION FAC	119.43
	SOUND SAFETY	JEANS AND BOOTS-GESSNER, KEVIN	UTIL ADMIN	219.89
120346	SOUTHERN COMPUTER	POWER SUPPLY	LEGAL - PROSECUTION	47.38
120347	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	84.01
120348	STATE PATROL	FINGERPRINTING ID SERVICES	OFFICE OPERATIONS	50.00
	STATE PATROL		COMMUNITY DEVELOPMENT-	76.00
	STATE PATROL		GENERAL FUND	108.00
	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	264.00
120349	STODDARD, TOM & CARO		WATER/SEWER OPERATION	209.92
120350	STRAUGHEN, DAVID & T		WATER/SEWER OPERATION	287.76
120351	STRUCTURAL DESIGN	CALCULATIONS FOR PSF	MAINT OF GENL PLANT	200.00
120352	STRUTHERS, ANN E & R	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-205.70
	STRUTHERS, ANN E & R		WATER/SEWER OPERATION	1,150.00
120353	TACOMA SCREW PRODUCT	EXTENSION CORDS, ZIP TIES, BRO	ER&R	280.39
120354	TOMEY, JAMES P & SHA		WATER/SEWER OPERATION	145.44
120355	TUSCANY RIDGE HOA	COMMUNITY BEAUTIFICATION GRANT	PROTECTIVE INSPECTIONS	1,600.00
120356	USA BLUEBOOK	PUMP AND SWITCH	PUBLIC SAFETY BLDG	310.74
120357	USDA-APHIS-WILDLIFE	PROFESSIONAL SERVICES	STORM DRAINAGE	413.23
120358	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	606.76
	UTILITIES UNDERGROUN		UTILITY LOCATING	714.56
120359	WATSON, MARIA		WATER/SEWER OPERATION	13.55
120360	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	433.99
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	434.00
120361	WESTERN PETERBILT	FILTER	EQUIPMENT RENTAL	36.43

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2017 TO 10/25/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120362	WETLAND RESOURCES	MONITORING	STORM DRAINAGE	360.00
	WETLAND RESOURCES		STORM DRAINAGE	450.00
120363	WETZEL, JAKE	REIMBURSE MEALS	TRAINING	45.23
120364	WOOD, KAIPO		TRAINING	43.76
120365	WORTH, DANA	REFUND CLASS FEES	PARKS-RECREATION	70.00
120366	YARGUS, DOROTHY		WATER/SEWER OPERATION	227.64
120367	YOUNG, LESLIE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120368	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	UTIL ADMIN	14.45
	ZEE MEDICAL SERVICE		ENGR-GENL	14.46
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVERT	24.35
	ZEE MEDICAL SERVICE		MAINT OF GENL PLANT	24.36
	ZEE MEDICAL SERVICE		WASTE WATER TREATMENT F	30.66
	ZEE MEDICAL SERVICE		COMMUNITY DEVELOPMENT-	35.60
	ZEE MEDICAL SERVICE		SOLID WASTE OPERATIONS	57.31
120369	ZOELLIN, ROBERT		WATER/SEWER OPERATION	217.19

**WARRANT TOTAL: 579,455.63**

CHECK #93664	UNCLAIMED PROPERTY	(6.00)
CHECK #93721	UNCLAIMED PROPERTY	(185.05)
CHECK #93927	UNCLAIMED PROPERTY	(100.00)
CHECK #93945	UNCLAIMED PROPERTY	(15.74)
CHECK #94035	UNCLAIMED PROPERTY	(12.24)
CHECK #94290	UNCLAIMED PROPERTY	(7.53)
CHECK #94322	UNCLAIMED PROPERTY	(7.96)
CHECK #94392	UNCLAIMED PROPERTY	(1.00)
CHECK #94427	UNCLAIMED PROPERTY	(13.36)
CHECK #94468	UNCLAIMED PROPERTY	(15.60)
CHECK #94626	UNCLAIMED PROPERTY	(20.18)
CHECK #94915	UNCLAIMED PROPERTY	(16.00)
CHECK #94943	UNCLAIMED PROPERTY	(11.00)
CHECK #94977	UNCLAIMED PROPERTY	(11.48)
CHECK #95242	UNCLAIMED PROPERTY	(31.47)
CHECK #96238	UNCLAIMED PROPERTY	(62.21)
CHECK #96680	UNCLAIMED PROPERTY	(11.01)
CHECK #96879	UNCLAIMED PROPERTY	(72.44)
CHECK #96902	UNCLAIMED PROPERTY	(13.36)
CHECK #97146	UNCLAIMED PROPERTY	(100.00)
CHECK #97307	UNCLAIMED PROPERTY	(10.75)
CHECK #97916	UNCLAIMED PROPERTY	(24.93)
CHECK #98612	UNCLAIMED PROPERTY	(7.06)
CHECK #98908	UNCLAIMED PROPERTY	(13.30)
CHECK #99512	UNCLAIMED PROPERTY	(57.00)
CHECK #99840	UNCLAIMED PROPERTY	(37.35)
CHECK #100070	UNCLAIMED PROPERTY	(12.30)
CHECK #100117	UNCLAIMED PROPERTY	(60.00)

CONTINUED TO PAGE 8

REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 10/19/2017 TO 10/25/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
		CHECK #100229	UNCLAIMED PROPERTY	(37.68)
		CHECK #100840	UNCLAIMED PROPERTY	(21.87)
		CHECK #101230	UNCLAIMED PROPERTY	(112.15)
		CHECK #101303	UNCLAIMED PROPERTY	(5.32)
		CHECK #101525	UNCLAIMED PROPERTY	(136.98)
		CHECK #102172	UNCLAIMED PROPERTY	(7.77)
		CHECK #102191	UNCLAIMED PROPERTY	(240.30)
		CHECK #102347	UNCLAIMED PROPERTY	(20.78)
		CHECK #102467	UNCLAIMED PROPERTY	(44.64)
		CHECK #102631	UNCLAIMED PROPERTY	(32.33)
		CHECK #102838	UNCLAIMED PROPERTY	(69.18)
		CHECK #102915	UNCLAIMED PROPERTY	(28.84)
		CHECK #102975	UNCLAIMED PROPERTY	(22.99)
		CHECK #103321	UNCLAIMED PROPERTY	(103.90)
		CHECK #103522	UNCLAIMED PROPERTY	(274.96)
		CHECK #103819	UNCLAIMED PROPERTY	(89.02)
		CHECK #103964	UNCLAIMED PROPERTY	(31.19)
		CHECK #103992	UNCLAIMED PROPERTY	(87.42)
		CHECK #104020	UNCLAIMED PROPERTY	(35.16)
		CHECK #104077	UNCLAIMED PROPERTY	(77.18)
		CHECK #104148	UNCLAIMED PROPERTY	(23.50)
		CHECK #104225	UNCLAIMED PROPERTY	(9.61)
		CHECK #104271	UNCLAIMED PROPERTY	(169.00)
		CHECK #104583	UNCLAIMED PROPERTY	(14.72)
		CHECK #104844	UNCLAIMED PROPERTY	(15.71)
		CHECK #104974	UNCLAIMED PROPERTY	(28.42)
		CHECK #105154	UNCLAIMED PROPERTY	(193.58)
		CHECK #105787	UNCLAIMED PROPERTY	(43.94)
		CHECK #106820	UNCLAIMED PROPERTY	(9.82)
		CHECK #107195	UNCLAIMED PROPERTY	(23.22)
		CHECK #107253	UNCLAIMED PROPERTY	(34.71)
		CHECK #107562	UNCLAIMED PROPERTY	(256.85)
		CHECK #107571	UNCLAIMED PROPERTY	(100.45)
		CHECK #107579	UNCLAIMED PROPERTY	(135.56)
		CHECK #107670	UNCLAIMED PROPERTY	(626.20)
		CHECK #107949	UNCLAIMED PROPERTY	(35.90)
		CHECK #108282	UNCLAIMED PROPERTY	(28.66)
		CHECK #108398	UNCLAIMED PROPERTY	(242.81)
		CHECK #108588	UNCLAIMED PROPERTY	(33.98)
		CHECK #108804	UNCLAIMED PROPERTY	(1.88)
		CHECK #109169	UNCLAIMED PROPERTY	(9.96)
		CHECK #109188	UNCLAIMED PROPERTY	(43.64)
		CHECK #109244	UNCLAIMED PROPERTY	(18.39)
		CHECK #109442	UNCLAIMED PROPERTY	(35.63)

REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

574,309.11

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2017**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the October 20, 2017 payroll in the amount \$987,176.58, EFT Transactions and Check No.'s 31167 through 31188.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
PAYROLL  
FOR PERIOD-10

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 **PAYROLL** IN THE AMOUNT OF **\$987,176.58** PAID BY **EFT TRANSACTIONS AND CHECK NO.'S 31167 THROUGH 31188** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **13TH DAY OF NOVEMBER 2017.**

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COUNCILMEMBER COUNCILMEMBER

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COUNCILMEMBER COUNCILMEMBER

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2017**

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:  <b>The Finance and Executive Departments recommend City Council approve the November 1, 2017 claims in the amount of \$1,294,775.77 paid by EFT transactions and Check No. 120370 through 120531with Check No.'s 111010, 116896 &amp; 119489 voided.</b>
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 **\$1,294,775.77 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 120370 THROUGH 120531 WITH CHECK NO'S 111010, 116896 & 119489 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 **13<sup>th</sup> DAY OF NOVEMBER 2017.**

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

DATE: 11/1/2017  
TIME: 9:01:21AM

**CITY OF MARYSVILLE  
INVOICE LIST  
FOR INVOICES FROM 10/26/2017 TO 11/1/2017**

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120370	LICENSING, DEPT OF	CPL BATCH 10/26/17	GENERAL FUND	246.00
120371	AAPP	POLYGRAPH DUES-KING	POLICE PATROL	125.00
120372	ALLIED BODY WORKS	CUSTOM BUILD LIGHTBAR #J049	EQUIPMENT RENTAL	1,299.38
120373	AMERICAN CLEANERS	DRY CLEANING	COMMUNITY SERVICES UNIT	20.62
	AMERICAN CLEANERS		YOUTH SERVICES	22.86
	AMERICAN CLEANERS		POLICE ADMINISTRATION	73.21
	AMERICAN CLEANERS		OFFICE OPERATIONS	86.20
	AMERICAN CLEANERS		DETENTION & CORRECTION	87.93
	AMERICAN CLEANERS		POLICE PATROL	258.68
120374	AMPLIVOX SOUND	RADIO HAILER W/ACCESSORIES	GENERAL FUND	-74.94
	AMPLIVOX SOUND		POLICE PATROL	898.44
120375	ANDERSON, KURT		WATER/SEWER OPERATION	28.12
120376	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	78.46
	ARAMARK UNIFORM		OPERA HOUSE	116.08
120377	BACKSTROM CURB	EBEY TRAIL SIDEWALK	GMA-PARKS	31,237.49
120378	BARRETT, PETER & DAN		WATER/SEWER OPERATION	232.88
120379	BARRETT, SUSAN		WATER/SEWER OPERATION	31.31
120380	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,152.10
120381	BOSER, LEAHA	REFUND CLASS FEES	PARKS-RECREATION	81.07
120382	BRUINGTON, MICHAEL		WATER/SEWER OPERATION	13.76
120383	BUILDERS EXCHANGE	PUBLISH PROJECTS	WATER CAPITAL PROJECTS	117.60
120384	BURKE, MARGARET	ENTERTAINMENT 11/16/17	OPERA HOUSE	300.00
120385	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	228.76
	CADMAN MATERIALS INC	ASPHALT AND TACK	ROADWAY MAINTENANCE	358.51
120386	CALLE, OLIVIER	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
120387	CAPTAIN DIZZYS EXXON	CAR WASHES	ENGR-GENL	13.50
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	13.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	144.00
120388	CASCADE MACHINERY	COMPRESSOR SERVICE	WASTE WATER TREATMENT F	3,352.93
120389	CASCADE SEPTIC, LLC	PORTABLE SERVICE	SOURCE OF SUPPLY	326.70
120390	CENTRAL WELDING SUPP	GLOVES	ER&R	152.63
	CENTRAL WELDING SUPP	FIRST AID KITS	ER&R	186.49
	CENTRAL WELDING SUPP	WYPALL WIPES	ER&R	248.62
	CENTRAL WELDING SUPP	RAIN GEAR	ER&R	301.12
120391	CHAMPION BOLT	HARDWARE	WASTE WATER TREATMENT F	108.33
120392	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,100.42
120393	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	131.21
120394	CONCEPTION, ALISHA &		WATER/SEWER OPERATION	9.40
120395	CONSOLIDATED PRESS	CITY SCENE NEWSLETTER	UTILITY BILLING	1,371.15
120396	COOP SUPPLY	PRUNERS AND RAKES	ROADSIDE VEGETATION	88.32
	COOP SUPPLY	PEAT MOSS	GMA-PARKS	92.68
120397	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	WASTE WATER TREATMENT F	125.12
	COPIERS NORTHWEST		PROBATION	136.38
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		GENERAL SERVICES - OVERH	191.44
	COPIERS NORTHWEST		UTIL ADMIN	191.44

DATE: 11/1/2017  
TIME: 9:01:21AM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 10/26/2017 TO 11/1/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120397	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	POLICE INVESTIGATION	362.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	492.50
	COPIERS NORTHWEST		LEGAL - PROSECUTION	543.22
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIOI	593.42
	COPIERS NORTHWEST		EXECUTIVE ADMIN	595.93
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,059.41
120398	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,957.50
120399	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	632.16
120400	DIAMOND B CONSTRUCT	REPLACE HEATER UNIT	WATER FILTRATION PLANT	3,869.35
120401	DICKS TOWING	TOWING EXPENSE-MP17-39278	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50030	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-52305	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-52454	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-65325	POLICE PATROL	43.64
	DICKS TOWING	RELOCATE CONTAINER	FACILITY REPLACEMENT	327.30
120402	DOVE, ROCHELLE		WATER/SEWER OPERATION	24.92
120403	DUNLAP INDUSTRIAL	BOOTS-GEIBEL	UTIL ADMIN	135.97
120404	E&E LUMBER	PAINT AND BRUSHES CREDIT	HYDRANTS	-851.27
	E&E LUMBER	INSULATION	SIDEWALKS MAINTENANCE	19.20
	E&E LUMBER	PLUGS, ELBOWS, COUPLINGS AND B	WATER DIST MAINS	29.51
	E&E LUMBER	EXTENSION CORD	STORM DRAINAGE	36.65
	E&E LUMBER		SEWER MAIN COLLECTION	36.65
	E&E LUMBER	WHEEL BARROW TIRES	ROADSIDE VEGETATION	104.71
	E&E LUMBER	HOOKS AND TRIM	WASTE WATER TREATMENT F	118.76
	E&E LUMBER	ROOFING SUPPLIES	COMMUNITY CENTER	143.11
	E&E LUMBER	WOOD, SAW BLADES AND NAILS	SIDEWALKS MAINTENANCE	171.52
	E&E LUMBER	PAINT SUPPLIES	PROTECTIVE INSPECTIONS	622.56
	E&E LUMBER	PAINT AND BRUSHES	HYDRANTS	851.27
120405	EAST JORDAN IRON WOR	VALVE TOPS AND COVERS	WATER DIST MAINS	828.07
120406	ECONOMIC ALLIANCE	EASC ANNUAL INVESTMENT 2018	NON-DEPARTMENTAL	15,000.00
120407	ELLIS, KATIE	RENTAL DEPOSIT REFUND	GENERAL FUND	475.00
120408	EVERETT STEEL CO	STEEL TUBE, ANGLE AND FLAT BAR	EQUIPMENT RENTAL	1,170.57
120409	EVERGREEN SECURITY	ANNUAL FIRE TEST	COURT FACILITIES	145.01
120410	FERGUSON, MEGHAN	REFUND CLASS FEES	PARKS-RECREATION	70.00
120411	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	85.03
	FERRELLGAS		TRAFFIC CONTROL DEVICES	85.03
120412	FISCHER, LUKE	REFUND CLASS FEES	PARKS-RECREATION	80.00
120413	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	468.00
120414	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	49.93
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	49.93
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	55.89
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	56.45
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	56.45
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	68.67
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	68.67
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	80.12
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	80.12
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	85.62
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	100.40
120415	FULL SERVICE PROPERT		WATER/SEWER OPERATION	298.49

DATE: 11/1/2017  
TIME: 9:01:21AM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 10/26/2017 TO 11/1/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120416	GALLS, LLC	BATON	POLICE PATROL	131.96
	GALLS, LLC	INTOXIMETERS	POLICE PATROL	2,421.98
120417	GBH COMMUNICATIONS	ANNUAL FEES AND MAINTENANCE	PROBATION	372.85
	GBH COMMUNICATIONS		MUNICIPAL COURTS	1,118.55
120418	GIESBRECHT, BRADFORD	INSTRUCTOR SERVICES	RECREATION SERVICES	30.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	30.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	66.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	120.00
120419	GRAINGER	AIR FRESHENERS	SOLID WASTE OPERATIONS	3.75
	GRAINGER		SOLID WASTE OPERATIONS	3.81
	GRAINGER	REBUILD KIT AND SWITCH	WATER DIST MAINS	114.53
	GRAINGER	PADLOCKS AND AIR FRESHENERS	SOLID WASTE OPERATIONS	219.54
	GRAINGER	HEADLAMPS AND SAFETY GLASSES	WASTE WATER TREATMENT F	257.60
	GRAINGER	SOLENOID AND SILICONE	WASTE WATER TREATMENT F	274.51
120420	GRANDVIEW INC		WATER/SEWER OPERATION	118.46
120421	GRAYBAR ELECTRIC CO	PANEL	COMPUTER SERVICES	53.97
120422	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.19
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.19
	GREATAMERICA FINANCI		FINANCE-GENL	30.19
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIOI	30.19
	GREATAMERICA FINANCI		UTILITY BILLING	30.19
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.19
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.22
	GREATAMERICA FINANCI		POLICE PATROL	36.22
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.22
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.22
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.22
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.54
	GREATAMERICA FINANCI		ENGR-GENL	38.54
	GREATAMERICA FINANCI		UTIL ADMIN	38.55
120423	GREEN RIVER CC	TRAINING-AKAU	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-BILLIEU	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-BROWN	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-CARY	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-LANCE	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-SCHOOLCRAFT	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-BRYANT, R	UTIL ADMIN	300.00
	GREEN RIVER CC	TRAINING-KEEFE	UTIL ADMIN	300.00
	GREEN RIVER CC	CERT EXAM PREP-SPRAGUE	UTIL ADMIN	380.00
120424	GREENHAUS PORTABLE	PORTABLE SERVICE	RECREATION SERVICES	125.00
120425	GREENSHIELDS	HOSE, COUPLING, BAR, CLAMP AND	SEWER MAIN COLLECTION	253.45
120426	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
120427	HACH COMPANY	MP-6 ESSENTIALS PACKAGE	WATER DIST MAINS	2,869.62
120428	HAGGEN INC.	INTERVIEW LUNCHES	UTIL ADMIN	87.19
120429	HARBOR FREIGHT TOOLS	SMALL TOOLS	HYDRANTS	51.46
120430	HARDWICK, BUD A	ENTERTAINMENT 11/28/17	OPERA HOUSE	100.00
120431	HD FOWLER COMPANY	COUPLINGS, SCREWDRIVER AND CLA	WATER SERVICES	56.82
	HD FOWLER COMPANY	PVC	STORM DRAINAGE	64.95
	HD FOWLER COMPANY	METER BOX LIDS	WATER SERVICE INSTALL	325.18
	HD FOWLER COMPANY	BRASS PARTS AND SEALANT	WATER DIST MAINS	416.86

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120431	HD FOWLER COMPANY	BELL JOINT LEAK CLAMP	UTIL ADMIN	421.05
	HD FOWLER COMPANY	VALVE	PUMPING PLANT	526.40
	HD FOWLER COMPANY	METER BUSHINGS	WATER SERVICE INSTALL	557.35
	HD FOWLER COMPANY	RESETTERS AND CURB STOPS	WATER/SEWER OPERATION	2,643.85
120432	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	60,125.69
120433	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	57.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	116.10
	HENNIG, JEANINE TULL		RECREATION SERVICES	122.55
120434	HEWLETT PACKARD	PRINTER CHARGES	STORM DRAINAGE	6.10
	HEWLETT PACKARD		SEWER MAIN COLLECTION	6.11
	HEWLETT PACKARD		PARK & RECREATION FAC	13.21
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	14.32
	HEWLETT PACKARD		POLICE PATROL	15.87
	HEWLETT PACKARD		LEGAL - PROSECUTION	33.47
	HEWLETT PACKARD		POLICE INVESTIGATION	35.80
	HEWLETT PACKARD		CITY CLERK	54.02
	HEWLETT PACKARD		FINANCE-GENL	54.02
	HEWLETT PACKARD		WASTE WATER TREATMENT F	102.73
	HEWLETT PACKARD		MUNICIPAL COURTS	113.36
	HEWLETT PACKARD		UTILITY BILLING	150.86
	HEWLETT PACKARD		COMPUTER SERVICES	399.91
120435	HOUK, AL		WATER/SEWER OPERATION	32.00
120436	INTERSTATE AUTO PART	LED'S	SOLID WASTE OPERATIONS	2,012.46
120437	J. THAYER COMPANY	OFFICE SUPPLIES AND CHAIR	WATER DIST MAINS	395.65
120438	JACOBSEN, MICHAEL		WATER/SEWER OPERATION	49.29
120439	JENKINS, DARRELL		WATER/SEWER OPERATION	341.44
120440	KAR GOR INC	3 CAMERAS REPAIRED	TRANSPORTATION MANAGEM	1,636.50
120441	KING, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
	KING, ANGELA		RECREATION SERVICES	546.00
120442	KING, BOB & SUE		WATER/SEWER OPERATION	56.77
120443	KO EMBROIDERY	T-SHIRTS AND HATS	K9 PROGRAM	290.79
120444	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	122.50
	KUNG FU 4 KIDS		RECREATION SERVICES	350.00
	KUNG FU 4 KIDS		RECREATION SERVICES	1,082.90
120445	LABOR & INDUSTRIES	2017 FEE ASSESSMENT	UTIL ADMIN	642.50
120446	LAKE INDUSTRIES	CONCRETE HAULED	FACILITY REPLACEMENT	300.00
120447	LAMARCHE, GARY		WATER/SEWER OPERATION	29.53
120448	LASTING IMPRESSIONS	UNIFORM-FOOTE	POLICE PATROL	24.00
	LASTING IMPRESSIONS	UNIFORM-LESTER	OFFICE OPERATIONS	41.13
120449	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	240.02
	LES SCHWAB TIRE CTR	TIRES	ER&R	800.90
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	2,389.79
120450	LEWIS, AMY	REFUND CLASS FEES	PARKS-RECREATION	70.00
120451	LIPSKY, DANIEL		WATER/SEWER OPERATION	22.99
120452	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	107.63
	LOOMIS		UTIL ADMIN	107.63
	LOOMIS		GOLF ADMINISTRATION	168.32
	LOOMIS		UTILITY BILLING	215.27
	LOOMIS		POLICE ADMINISTRATION	430.53
	LOOMIS		MUNICIPAL COURTS	430.53

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120453	LYON, DORIS		GARBAGE	31.11
120454	MALLOW, KEVIN		WATER/SEWER OPERATION	30.45
120455	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	207,936.84
	MARYSVILLE FIRE DIST		FIRE-GENL	633,030.46
120456	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	57.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	118.73
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMER RD	PARK & RECREATION FAC	123.38
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	265.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	318.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	841.33
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,063.98
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,400.18
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	3,192.75
120457	MASTRI, BARBARA		WATER/SEWER OPERATION	48.79
120458	MCCAIN TRAFFIC SPLY	ACTUATORS AND SIGNS	TRANSPORTATION MANAGEM	1,250.29
120459	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	683.39
	METCALF, SHELLEY		RECREATION SERVICES	683.39
120460	MONTOYA, LAURA		WATER/SEWER OPERATION	65.14
120461	MOTOR TRUCKS	COOLANT	ER&R	204.62
120462	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	SEWER MAIN COLLECTION	10.14
	MOUNTAIN MIST		WASTE WATER TREATMENT F	10.15
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	10.15
120463	MURRAY, TODD	UB 570681000003 2724 178TH PL	WATER/SEWER OPERATION	191.61
120464	NATURAL RESOURCES	FOREST LAND ASSESSMENT	UTIL ADMIN	66.52
120465	NGUYEN, ALEX	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120466	NORTH SOUND EMERG	INMATE ER MEDICAL EXPENSE	DETENTION & CORRECTION	966.00
120467	NORTH SOUND HOSE	HOSE	WATER SERVICES	28.52
120468	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	3,933.60
120469	NORTHWEST POLYGRAPH	POLYGRAPH DUES-KING	POLICE PATROL	75.00
120470	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #A008	EQUIPMENT RENTAL	2,203.84
	NORTHWESTERN AUTO	REPLACE WINDSHIELD #A008	EQUIPMENT RENTAL	2,490.86
120471	NRPA	MEMBERSHIPS DUES	PARK & RECREATION FAC	425.00
120472	O'BRIEN, APRIL	REIMBURSE MILEAGE AND PARKING	CITY CLERK	42.00
	O'BRIEN, APRIL		POLICE ADMINISTRATION	42.00
120473	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	2.72
	OFFICE DEPOT		ENGR-GENL	2.72
	OFFICE DEPOT		UTIL ADMIN	10.38
	OFFICE DEPOT		ENGR-GENL	10.38
	OFFICE DEPOT		POLICE INVESTIGATION	16.60
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	29.99
	OFFICE DEPOT		UTIL ADMIN	31.63
	OFFICE DEPOT		POLICE INVESTIGATION	36.24
	OFFICE DEPOT		UTIL ADMIN	37.08
	OFFICE DEPOT		FACILITY MAINTENANCE	37.08
	OFFICE DEPOT		SOLID WASTE OPERATIONS	37.12
	OFFICE DEPOT		POLICE INVESTIGATION	56.31
	OFFICE DEPOT		OFFICE OPERATIONS	60.56
	OFFICE DEPOT		POLICE PATROL	66.77
	OFFICE DEPOT		OFFICE OPERATIONS	68.06
	OFFICE DEPOT		OFFICE OPERATIONS	71.78

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120473	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	93.26
	OFFICE DEPOT		OFFICE OPERATIONS	97.10
	OFFICE DEPOT		OFFICE OPERATIONS	115.83
	OFFICE DEPOT		EQUIPMENT RENTAL	171.91
	OFFICE DEPOT		POLICE INVESTIGATION	209.45
	OFFICE DEPOT		DETENTION & CORRECTION	237.19
	OFFICE DEPOT		POLICE PATROL	238.40
	OFFICE DEPOT		POLICE INVESTIGATION	263.61
	OFFICE DEPOT		UTIL ADMIN	266.60
	OFFICE DEPOT		POLICE PATROL	310.86
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	338.30
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	475.01
120474	ONE IDENTITY LLC	PASSWORD MANAGER RENEWAL	COMPUTER SERVICES	1,456.49
120475	OXSTIEN, DENNIS	REFUND RENTAL FEES	PARKS-RECREATION	35.00
	OXSTIEN, DENNIS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120476	PACIFIC PLUMBING	COPPER TUBING CUTTER	WATER SERVICES	113.88
120477	PACWEST MACHINERY	SWEEPER PICK UP HEAD ASSEMBLY	EQUIPMENT RENTAL	5,727.95
	PACWEST MACHINERY		STREET CLEANING	5,727.95
120478	PARTS STORE, THE	ADAPTER	EQUIPMENT RENTAL	3.93
	PARTS STORE, THE	FITTINGS	EQUIPMENT RENTAL	9.82
	PARTS STORE, THE	BLADES	SEWER LIFT STATION	11.76
	PARTS STORE, THE	FILTERS	EQUIPMENT RENTAL	86.00
	PARTS STORE, THE		ER&R	151.02
	PARTS STORE, THE	FILTERS AND WW FLUID	ER&R	293.82
120479	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	112.00
	PEACE OF MIND		CITY CLERK	172.80
120480	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	30.74
	PETROCARD SYSTEMS		ENGR-GENL	54.50
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	60.41
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	181.26
	PETROCARD SYSTEMS		PARK & RECREATION FAC	684.13
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,949.54
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,826.39
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,757.99
	PETROCARD SYSTEMS		POLICE PATROL	5,903.31
120481	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	33.46
	PGC INTERBAY LLC		MAINTENANCE	55.82
	PGC INTERBAY LLC		PRO-SHOP	55.83
	PGC INTERBAY LLC		MAINTENANCE	64.16
	PGC INTERBAY LLC		PRO-SHOP	100.29
	PGC INTERBAY LLC		PRO-SHOP	139.59
	PGC INTERBAY LLC		MAINTENANCE	140.80
	PGC INTERBAY LLC		MAINTENANCE	177.99
	PGC INTERBAY LLC		MAINTENANCE	188.44
	PGC INTERBAY LLC		PRO-SHOP	218.26
	PGC INTERBAY LLC		MAINTENANCE	302.05
	PGC INTERBAY LLC		PRO-SHOP	391.69
	PGC INTERBAY LLC		MAINTENANCE	642.33
	PGC INTERBAY LLC		PRO-SHOP	5,334.55
	PGC INTERBAY LLC		MAINTENANCE	8,140.58

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120482	PICK OF THE LITTER	TOUR OF LIGHTS BANNERS	PRO-SHOP	322.02
120483	PILCHUCK RENTALS	CHAINS AND SHARPENER	ROADSIDE VEGETATION	70.81
	PILCHUCK RENTALS	BLOWER, FILES, BOX AND RING	ROADSIDE VEGETATION	203.47
	PILCHUCK RENTALS	CHAIN SAW RENTAL	WATER DIST MAINS	305.44
120484	PLATT ELECTRIC	LAMPS AND TIPS	SIDEWALKS MAINTENANCE	84.07
	PLATT ELECTRIC	PLUG ASSEMBLY AND POWER PLUG	WASTE WATER TREATMENT F	376.95
	PLATT ELECTRIC	UPS REPLACEMENT PARTS	WASTE WATER TREATMENT F	1,272.34
120485	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	27.00
120486	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	8,249.76
120487	PUBLIC SAFETY TESTIN	SUBSCRIPTION	PERSONNEL ADMINISTRATIO	848.00
120488	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	15.37
	PUD	ACCT #2024-6103-4	UTIL ADMIN	15.66
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	15.88
	PUD	ACCT #2211-0009-2	GMA - STREET	16.44
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	19.65
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	19.96
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	25.08
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	27.31
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	27.78
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	28.64
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	31.11
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	32.00
	PUD	ACCT #2207-9273-3	STREET LIGHTING	36.96
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	38.92
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	40.26
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	46.31
	PUD	ACCT #2030-0516-0	STREET LIGHTING	48.71
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	51.03
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	53.77
	PUD	ACCT #2207-6180-7	OPERA HOUSE	54.45
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	59.69
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	62.48
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	65.87
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	71.53
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	72.01
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	84.25
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	86.06
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	90.34
	PUD	ACCT #2207-6117-5	OPERA HOUSE	99.36
	PUD	ACCT #2025-5745-0	STREET LIGHTING	101.48
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	109.36
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	153.29
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	203.30
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	268.43
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	329.51
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	376.03
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	377.86
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	575.56
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	1,220.49
120489	RAYBON, LATANYA	REFUND CLASS FEES	PARKS-RECREATION	80.00



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120490	RMT EQUIPMENT	FILTERS	SMALL ENGINE SHOP	337.09
120491	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	1,634.00
120492	RONGERUDE, JOHN	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
120493	ROY ROBINSON	BRAKE VACUUM PUMP	EQUIPMENT RENTAL	679.02
120494	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	37.58
120495	SAFEWAY INC. SAFEWAY INC.	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	19.93
120496	SAFEWAY INC. SAFEWAY INC.	MEETING SUPPLIES	OPERA HOUSE	22.21
120497	SAFEWAY INC.	INMATE SUPPLIES	EXECUTIVE ADMIN	20.00
120498	SCHULZE, RAYMOND		EXECUTIVE ADMIN	35.71
120499	SHRED-IT US SHRED-IT US SHRED-IT US SHRED-IT US	MONTHLY SHREDDING SERVICE	DETENTION & CORRECTION	84.60
120500	SIDHU HARKIRAN		GARBAGE	5.81
120501	SIX ROBBLEES INC	WHEEL WEIGHTS	POLICE INVESTIGATION	11.76
120502	SMOKEY POINT CONCRET SMOKEY POINT CONCRET SMOKEY POINT CONCRET	ROCK BLOCKS ROCK	POLICE PATROL	30.00
120503	SNO CO FINANCE	COMPLETE BUILD UP #V043	DETENTION & CORRECTION	40.00
120504	SNO CO PUBLIC WORKS SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	OFFICE OPERATIONS	100.00
120505	SNOOK, MICHAEL	REIMBURSE TRAINING AND MATERIA	WATER/SEWER OPERATION	217.05
120506	SOLID WASTE SYSTEMS	REPAIR #J024	EQUIPMENT RENTAL	22.29
120507	SOUND PUBLISHING	LEGAL ADS	SOURCE OF SUPPLY	296.65
120508	SOUTHERN COMPUTER	LIFEPROOF CASES	GMA-PARKS	1,530.05
120509	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT	GMA-PARKS	3,826.08
120510	STRAWBERRY LANES STRAWBERRY LANES	INSTRUCTOR SERVICES	EQUIPMENT RENTAL	2,237.59
120511	SUMMIT LAW GROUP SUMMIT LAW GROUP	GENERAL LABOR LABOR BARGAINING	ROADSIDE VEGETATION	141.00
120512	SUNNYSIDE NURSERY	PLANTS	SOLID WASTE OPERATIONS	149,748.00
120513	SUPPLYWORKS SUPPLYWORKS SUPPLYWORKS SUPPLYWORKS SUPPLYWORKS	JANITORIAL SUPPLIES	COMMUNITY DEVELOPMENT-	342.08
120514	THOMPSON, JENNIFER	RENTAL DEPOSIT REFUND	EQUIPMENT RENTAL	10,273.52
120515	TREACY, AL TREACY, AL TREACY, AL	REIMBURE MILEAGE REIMBURSE CONFERENCE EXPENSE	COMMUNITY DEVELOPMENT-	965.65
120516	UNITED PARCEL SERVIC UNITED PARCEL SERVIC	SHIPPING EXPENSE	WATER SERVICES	99.37
120517	UNITED RECYCLING UNITED RECYCLING	DEBRIS REMOVAL-1304 ST ST DEMO DEBRIS REMOVAL-1304 1ST ST DEM	OPERA HOUSE	5,279.00
120518	VALANTINE, SHERYL		RECREATION SERVICES	159.25
120519	VANCE, KEVIN S TTEE		RECREATION SERVICES	189.88
120520	VILLAGOMEZ, DIANA	RENTAL DEPOSIT REFUND	PERSONNEL ADMINISTRATIO	1,180.00
			PERSONNEL ADMINISTRATIO	1,898.95
			TRANSPORTATION MANAGEM	228.51
			PUBLIC SAFETY BLDG	162.21
			UTIL ADMIN	205.03
			MAINT OF GENL PLANT	216.32
			CITY HALL	218.30
			COURT FACILITIES	249.35
			PUBLIC SAFETY BLDG	296.34
			GENERAL FUND	100.00
			LEGAL - PROSECUTION	33.60
			LEGAL - PROSECUTION	108.28
			LEGAL - PROSECUTION	123.31
			POLICE PATROL	129.96
			POLICE PATROL	153.09
			FACILITY REPLACEMENT	838.80
			FACILITY REPLACEMENT	1,653.30
			WATER/SEWER OPERATION	279.73
			WATER/SEWER OPERATION	128.34
			GENERAL FUND	100.00

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120521	VIOLET JOHNSON ESTAT		WATER/SEWER OPERATION	41.45
120522	WA REC & PARK ASSN	2018 RISK MANAGEMENT SCHOOL-MU	RECREATION SERVICES	139.50
	WA REC & PARK ASSN		PARK & RECREATION FAC	139.50
120523	WALKER, JON	REIMBURSE CONFERENCE EXPENSE	LEGAL-GENL	102.51
120524	WATCH SYSTEMS	COMMUNITY NOTIFICATIONS	POLICE INVESTIGATION	766.14
120525	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	378.58
120526	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	228.24
120527	WESTERN GRAPHICS	EXTERIOR GRAPHICS #P133	EQUIPMENT RENTAL	483.97
120528	WESTERN SYSTEMS	PROCESSING FEES	STREET LIGHTING	18.03
	WESTERN SYSTEMS	ALPHA CELLS	STREET LIGHTING	683.14
	WESTERN SYSTEMS	MODULE, SWITCH, MOUNT AND KITS	STREET LIGHTING	1,689.91
120529	WRIGHT, MATTHEW	REFUND CLASS FEES	PARKS-RECREATION	80.00
120530	YAPLE, ADAM & KRISTI		WATER/SEWER OPERATION	23.44
120531	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	CITY HALL	132.51

**WARRANT TOTAL: 1,295,522.69**

CHECK #111010	CHECK LOST IN MAIL	(191.61)
CHECK #116896	INITIATOR ERROR	(5.81)
CHECK #119489	CHECK LOST IN MAIL	(549.50)

**REASON FOR VOIDS:**

UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

**1,294,775.77**

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2017**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the November 3, 2017 payroll in the amount \$1,813,501.86, EFT Transactions and Check No.'s 31189 through 31215.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**PAYROLL**  
FOR PERIOD-10

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 **PAYROLL** IN THE AMOUNT OF **\$1,813,501.86** PAID BY **EFT TRANSACTIONS AND CHECK NO.'S 31189 THROUGH 31215** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **13TH DAY OF NOVEMBER 2017.**

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

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COUNCILMEMBER

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COUNCILMEMBER


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COUNCILMEMBER

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COUNCILMEMBER

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2017**

<b>AGENDA ITEM:</b>	
Contract Award – Decant Facility Addition	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Matthew Eyer, Project Manager	
<b>DEPARTMENT:</b>	
Public Works Department	
<b>ATTACHMENTS:</b>	
Certified Bid Tabulation	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40250594.5563000.D1504	\$339,402.12
<b>SUMMARY:</b>	

The Decant Facility Addition project includes the construction of a new 44x26 foot additional bay onto the existing decant facility. The project will complete the original decant facility designed in 2012 and constructed in 2013. This addition will further improve waste handling processes, increase storage areas, and create new standard operating procedures that will increase the amount of material that can be processed at the facility. The project is funded in part by a Department of Ecology Stormwater Grant, which Council authorized on December 14, 2015. Construction funding was originally estimated at \$317,000. Ecology will cover 75% of the cost of construction.

The project was advertised for an October 31, 2017 bid opening. The City received 9 bids as shown on the attached bid tabulation. The low bidder was Road Construction Northwest, Inc. The project was bid with a base bid and bid additive 1 to consider covering the facility. Based on the bids, staff determined to construct the base bid at a total cost of \$309,402.12. The engineer's estimate for the base bid was \$316,324.54. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$309,402.12
<u>Management Reserve:</u>	<u>\$30,000.00</u>
Construction Total:	\$339,402.12
 Ecology Stormwater Grant (est. at 75%):	 (\$254,551.59)
Total Cost to the City (remaining 25%):	\$84,850.53

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to award the bid for the Decant Facility Addition contract to Road Construction Northwest, Inc. in the amount of \$309,402.12 including Washington State Sales Tax and approve a management reserve of \$30,000 for a total allocation of \$339,402.12.



## Decant Facility Addition Project Certified Bid Tab

BASE BID				Engineer's Estimate		Apparent Low Bid		Engineer's Estimate		Road Construction Northwest, Inc		Faber Construction, Corporation		Allied Construction Associates, Inc		Interwest Construction, Inc.		Diverse Construction & Associates, LLC	
				Unit Prices	Total Price	Unit Prices	Total Price												
Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	MINOR CHANGE	1	MC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$34,000.00	\$34,000.00	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00	\$41,000.00	\$41,000.00	\$4,000.00	\$4,000.00	\$2,910.00	\$2,910.00	\$2,910.00	\$2,910.00
3	SURVEY	1	LS	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$7,094.00	\$7,094.00	\$7,094.00	\$7,094.00	\$2,223.00	\$2,223.00	\$2,223.00	\$2,223.00
4	EROSION CONTROL	1	LS	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$850.00	\$850.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$6,686.00	\$6,686.00	\$6,686.00	\$6,686.00	\$6,686.00	\$6,686.00
5	DEWATERING	1	LS	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$29,000.00	\$29,000.00	\$13,087.00	\$13,087.00	\$13,087.00	\$13,087.00	\$13,087.00	\$13,087.00
6	TRENCH EXCAVATION SAFETY SYSTEMS	1	LS	\$3,000.00	\$3,000.00	\$700.00	\$700.00	\$7,700.00	\$7,700.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$582.00	\$582.00	\$582.00	\$582.00	\$582.00	\$582.00
7	UNSUITABLE EXCAVATION	10	CY	\$100.00	\$1,000.00	\$115.00	\$1,150.00	\$80.00	\$800.00	\$100.00	\$1,000.00	\$101.00	\$1,010.00	\$463.00	\$4,630.00	\$463.00	\$4,630.00	\$463.00	\$4,630.00
8	CRUSHED SURFACING BASE COURSE	20	CY	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$63.00	\$1,260.00	\$70.00	\$1,400.00	\$72.00	\$1,440.00	\$229.00	\$4,580.00	\$229.00	\$4,580.00	\$229.00	\$4,580.00
9	CRUSHED SURFACING TOP COURSE	5	TON	\$60.00	\$300.00	\$55.00	\$275.00	\$65.00	\$325.00	\$200.00	\$1,000.00	\$91.00	\$455.00	\$854.00	\$4,270.00	\$854.00	\$4,270.00	\$854.00	\$4,270.00
10	BANK RUN GRAVEL FOR TRENCH BACKFILL	120	TON	\$27.00	\$3,240.00	\$21.25	\$2,550.00	\$35.00	\$4,200.00	\$22.00	\$2,640.00	\$45.00	\$5,400.00	\$58.00	\$6,960.00	\$58.00	\$6,960.00	\$58.00	\$6,960.00
11	HMA CL. 1/2" PG 64-22	20	TON	\$175.00	\$3,500.00	\$250.00	\$5,000.00	\$413.00	\$8,260.00	\$325.00	\$6,500.00	\$236.00	\$4,720.00	\$136.00	\$2,720.00	\$136.00	\$2,720.00	\$136.00	\$2,720.00
12	1-1/2-INCH DIAM. PE WATERLINE	50	LF	\$50.00	\$2,500.00	\$120.00	\$6,000.00	\$119.00	\$5,950.00	\$100.00	\$5,000.00	\$224.00	\$11,200.00	\$52.00	\$2,600.00	\$52.00	\$2,600.00	\$52.00	\$2,600.00
13	8-INCH DI STORM PIPE	35	LF	\$140.00	\$4,900.00	\$96.00	\$3,360.00	\$116.00	\$4,060.00	\$100.00	\$3,500.00	\$250.00	\$8,750.00	\$24.00	\$840.00	\$24.00	\$840.00	\$24.00	\$840.00
14	12-INCH DI STORM PIPE	50	LF	\$150.00	\$7,500.00	\$132.00	\$6,600.00	\$160.00	\$8,000.00	\$110.00	\$5,500.00	\$266.00	\$13,300.00	\$248.00	\$12,400.00	\$248.00	\$12,400.00	\$248.00	\$12,400.00
15	CATCH BASIN TYPE II, 60 IN. DIAM.	1	EA	\$5,000.00	\$5,000.00	\$6,400.00	\$6,400.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$28,675.00	\$28,675.00	\$7,648.00	\$7,648.00	\$7,648.00	\$7,648.00	\$7,648.00	\$7,648.00
16	CATCH BASIN TYPE I	1	EA	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$8,158.00	\$8,158.00	\$4,928.00	\$4,928.00	\$4,928.00	\$4,928.00	\$4,928.00	\$4,928.00
17	PILES	840	VF	\$50.00	\$42,000.00	\$49.00	\$41,160.00	\$55.94	\$46,989.60	\$51.50	\$43,260.00	\$49.00	\$41,160.00	\$57.00	\$47,880.00	\$57.00	\$47,880.00	\$57.00	\$47,880.00
18	DECANT FACILITY (BASE BID)	1	LS	\$160,000.00	\$160,000.00	\$156,000.00	\$156,000.00	\$155,600.00	\$155,600.00	\$165,000.00	\$165,000.00	\$110,950.00	\$110,950.00	\$202,017.00	\$202,017.00	\$202,017.00	\$202,017.00	\$202,017.00	\$202,017.00
SUBTOTAL					\$289,940.00		\$283,595.00		\$287,094.60		\$307,300.00		\$331,312.00		\$336,961.00		\$336,961.00		\$336,961.00
SALES TAX (9.1%)					\$26,384.54		\$25,807.15		\$26,125.61		\$27,964.30		\$30,149.39		\$30,663.45		\$30,663.45		\$30,663.45
TOTAL BASE BID					\$316,324.54		\$309,402.15		\$313,220.21		\$335,264.30		\$361,461.39		\$367,624.45		\$367,624.45		\$367,624.45
BID ADDITIVE NO. 1																			
BID ADDITIVE NO. 1 (DECANT FACILITY ROOF)				1	LS	\$150,000.00	\$150,000.00	\$92,000.00	\$92,000.00	\$92,000.00	\$95,000.00	\$73,000.00	\$73,000.00	\$62,075.00	\$62,075.00	\$85,919.00	\$85,919.00	\$85,919.00	\$85,919.00
ELECTRICAL				1	LS	\$5,000.00	\$5,000.00	\$8,100.00	\$8,100.00	\$8,100.00	\$9,947.50	\$12,000.00	\$12,000.00	\$16,013.00	\$16,013.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
SUBTOTAL					\$155,000.00		\$100,100.00		\$104,947.50		\$85,000.00		\$78,088.00		\$99,419.00		\$99,419.00		\$99,419.00
SALES TAX (9.1%)					\$14,105.00		\$9,109.10		\$9,550.22		\$7,735.00		\$7,106.01		\$9,047.13		\$9,047.13		\$9,047.13
TOTAL OF BID ADDITIVE NO. 1					\$169,105.00		\$109,209.10		\$114,497.72		\$92,735.00		\$85,194.01		\$108,466.13		\$108,466.13		\$108,466.13
TOTAL BASE BID + BID ADDITIVE NO. 1					\$485,429.54		\$418,611.25		\$427,717.93		\$427,999.30		\$446,655.40		\$476,090.58		\$476,090.58		\$476,090.58

Corrected #







## Decant Facility Addition Project Certified Bid Tab

BASE BID	Item	Description	Quantity	Units	Engineer's Estimate		Apparent Low Bid		Road Construction Northwest, Inc		Pellco Construction Inc.		McClure & Sons, Inc.		Colacurcio Brothers Construction Company Inc.		Strider Construction CO., Inc.		
					Engineer's Estimate		Road Construction Northwest, Inc		Pellco Construction Inc.		McClure & Sons, Inc.		Colacurcio Brothers Construction Company Inc.		Strider Construction CO., Inc.				
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price			
	1	MINOR CHANGE	1	MC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$20,000.00	\$20,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$50,000.00	\$50,000.00	\$50,000.00
	3	SURVEY	1	LS	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00
	4	EROSION CONTROL	1	LS	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00
	5	DEWATERING	1	LS	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	6	TRENCH EXCAVATION SAFETY SYSTEMS	1	LS	\$3,000.00	\$3,000.00	\$700.00	\$700.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$8,500.00
	7	UNSUITABLE EXCAVATION	10	CY	\$100.00	\$1,000.00	\$115.00	\$1,150.00	\$100.00	\$1,000.00	\$125.00	\$1,250.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00
	8	CRUSHED SURFACING BASE COURSE	20	CY	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$65.00	\$1,300.00	\$65.00	\$1,300.00	\$55.00	\$1,100.00	\$55.00
	9	CRUSHED SURFACING TOP COURSE	5	TON	\$60.00	\$300.00	\$55.00	\$275.00	\$100.00	\$500.00	\$100.00	\$500.00	\$130.00	\$650.00	\$130.00	\$650.00	\$55.00	\$275.00	\$55.00
	10	BANK RUN GRAVEL FOR TRENCH BACKFILL	120	TON	\$27.00	\$3,240.00	\$21.25	\$2,550.00	\$50.00	\$6,000.00	\$75.00	\$9,000.00	\$30.00	\$3,600.00	\$30.00	\$3,600.00	\$40.00	\$4,800.00	\$40.00
	11	HMA CL. 1/2" PG 64-22	20	TON	\$175.00	\$3,500.00	\$250.00	\$5,000.00	\$250.00	\$5,000.00	\$500.00	\$10,000.00	\$450.00	\$9,000.00	\$450.00	\$9,000.00	\$362.00	\$7,240.00	\$362.00
	12	1-1/2-INCH DIAM. PE WATERLINE	50	LF	\$50.00	\$2,500.00	\$120.00	\$6,000.00	\$100.00	\$5,000.00	\$140.00	\$7,000.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$30.00
	13	8-INCH DI STORM PIPE	35	LF	\$140.00	\$4,900.00	\$96.00	\$3,360.00	\$100.00	\$3,500.00	\$110.00	\$3,850.00	\$100.00	\$3,500.00	\$100.00	\$3,500.00	\$56.00	\$1,960.00	\$56.00
	14	12-INCH DI STORM PIPE	50	LF	\$150.00	\$7,500.00	\$132.00	\$6,600.00	\$120.00	\$6,000.00	\$165.00	\$8,250.00	\$125.00	\$6,250.00	\$125.00	\$6,250.00	\$145.00	\$7,250.00	\$145.00
	15	CATCH BASIN TYPE II, 60 IN. DIAM.	1	EA	\$5,000.00	\$5,000.00	\$6,400.00	\$6,400.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$13,500.00	\$13,500.00	\$13,500.00
	16	CATCH BASIN TYPE I	1	EA	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$23,000.00	\$23,000.00	\$23,000.00
	17	PILES	840	VF	\$50.00	\$42,000.00	\$49.00	\$41,160.00	\$42.00	\$35,280.00	\$92.00	\$77,280.00	\$65.00	\$54,600.00	\$65.00	\$54,600.00	\$42.00	\$35,280.00	\$42.00
	18	DECANT FACILITY (BASE BID)	1	LS	\$160,000.00	\$160,000.00	\$156,000.00	\$156,000.00	\$212,000.00	\$212,000.00	\$207,657.00	\$207,657.00	\$247,000.00	\$247,000.00	\$247,000.00	\$247,000.00	\$245,000.00	\$245,000.00	\$245,000.00
		<b>SUBTOTAL</b>				<b>\$289,940.00</b>		<b>\$283,595.00</b>		<b>\$346,780.00</b>		<b>\$384,787.00</b>		<b>\$404,400.00</b>		<b>\$434,905.00</b>		<b>\$434,905.00</b>	
		<b>SALES TAX (9.1%)</b>				<b>\$26,384.54</b>		<b>\$25,807.15</b>		<b>\$31,556.98</b>		<b>\$35,015.62</b>		<b>\$36,800.40</b>		<b>\$39,576.36</b>		<b>\$39,576.36</b>	
		<b>TOTAL BASE BID</b>				<b>\$316,324.54</b>		<b>\$309,402.15</b>		<b>\$378,336.98</b>		<b>\$419,802.62</b>		<b>\$441,200.40</b>		<b>\$474,481.36</b>		<b>\$474,481.36</b>	
	<b>BID ADDITIVE NO. 1</b>																		
		BID ADDITIVE NO. 1 (DECANT FACILITY ROOF)	1	LS	\$150,000.00	\$150,000.00	\$92,000.00	\$92,000.00	\$140,000.00	\$140,000.00	\$82,100.00	\$82,100.00	\$110,200.00	\$110,200.00	\$97,600.00	\$97,600.00	\$97,600.00	\$97,600.00	\$97,600.00
		ELECTRICAL	1	LS	\$5,000.00	\$5,000.00	\$8,100.00	\$8,100.00	\$16,000.00	\$16,000.00	\$13,500.00	\$13,500.00	\$12,300.00	\$12,300.00	\$8,640.00	\$8,640.00	\$8,640.00	\$8,640.00	\$8,640.00
		<b>SUBTOTAL</b>				<b>\$155,000.00</b>		<b>\$100,100.00</b>		<b>\$156,000.00</b>		<b>\$95,600.00</b>		<b>\$122,500.00</b>		<b>\$106,240.00</b>		<b>\$106,240.00</b>	
		<b>SALES TAX (9.1%)</b>				<b>\$14,105.00</b>		<b>\$9,109.10</b>		<b>\$14,196.00</b>		<b>\$8,699.60</b>		<b>\$11,147.50</b>		<b>\$9,667.84</b>		<b>\$9,667.84</b>	
		<b>TOTAL OF BID ADDITIVE NO. 1</b>				<b>\$169,105.00</b>		<b>\$109,209.10</b>		<b>\$170,196.00</b>		<b>\$104,299.60</b>		<b>\$133,647.50</b>		<b>\$115,907.84</b>		<b>\$115,907.84</b>	
		<b>TOTAL BASE BID + BID ADDITIVE NO. 1</b>				<b>\$485,429.54</b>		<b>\$418,611.25</b>		<b>\$548,532.98</b>		<b>\$524,102.22</b>		<b>\$574,847.90</b>		<b>\$590,389.20</b>		<b>\$590,389.20</b>	

Corrected #



# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/13/17**

<b>AGENDA ITEM:</b> Snohomish County 911 Interlocal Agreement	
<b>PREPARED BY:</b> Jon Walker	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Police/Legal	
<b>ATTACHMENTS:</b> Interlocal with Exhibits, Articles of Incorporation due to Consolidation, Briefing Memo	
<b>BUDGET CODE:</b> (Snohomish County 911 assessment is identical to 2018 SnoPac assessment and already budgeted)	<b>AMOUNT:</b> \$1,011,962.00
<b>SUMMARY:</b>	

On October 12, 2017, the SnoPac and SnoCom boards both approved the merger of the two emergency communications agencies into one combined agency – Snohomish County 911. Snohomish County 911 is expected to begin operation on January 1, 2018, with operations continuing to be provided through the two current locations. In 2018, the SNOPAC facility will be remodeled to accommodate the SNOCOM staff and equipment. Costs of the remodel will be funded from New Agency reserves. The plan is for all employees to be operating from within a single primary location by January 2019. The current SNOCOM facility will continue to be leased from Mountlake Terrace for use as a “warm-back-up” facility in the event the SNOPAC facility becomes unavailable. The SNOPAC facility is large enough to accommodate expected growth of the new agency over at least the next decade.

At the end of 2017, funds on hand at SNOCOM and SNOPAC will be transferred to the New Agency. All funds held today in reserves at SNOCOM and SNOPAC will be placed into reserves of the New Agency. The City of Marysville’s assessment if it chooses to join Snohomish County 911 will be the same as it was projected for SnoPac -- \$1,011,962.00 – so there are no expected budgetary impacts for 2018.

Marysville would join as a “Principal” so that it will participate in the selection of a voting board member. The permanent board will be representative and selected as provided in the interlocal. A Transition Board will oversee the operations until caucuses can be convened to select board members. Chief Smith will be a member of the Transition Board.

**RECOMMENDED ACTION:**

Staff recommends the Council consider authorizing the Mayor to sign and execute the Snohomish County 911 Interlocal Agreement.

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, APPROVING THE CONSOLIDATION OF SNOCOM AND SNOBAC AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE INTERLOCAL AGREEMENT CREATING SNOBOMISH COUNTY 911.**

WHEREAS, the City is authorized by state law to provide emergency communications services to assist with the dispatch of police, fire, medical aid, and emergency management personnel to respond to 911 calls and related services; and

WHEREAS, the City previously obtained dispatch services through the Snohomish County Police Staff and Auxiliary Services Center (SNOBAC), an agency formed with other local jurisdictions; and

WHEREAS, other Snohomish County jurisdictions obtained dispatch services from a separate agency known as SNOCOM; and

WHEREAS, SNOCOM and SNOBAC have worked for over three years to investigate the feasibility of a consolidating the two agencies and, in the last year and a half the Boards of Directors of the two agencies have negotiated terms and conditions for such a consolidation; and

WHEREAS, Mayor Nehring and Police Chief Smith were leaders in the investigation and negotiation of the consolidation and have kept the City Council apprised of progress of this project; and

WHEREAS, the Boards of Directors of SNOCOM and SNOBAC have determined that it is in the public interest to consolidate the two agencies in order to improve public safety and achieve economies of scale; and

WHEREAS, the Boards of Directors of SNOCOM and SNOBAC have each approved (by at least two-thirds affirmative vote) a resolution authorizing the consolidation of SNOCOM and SNOBAC into a new countywide public safety dispatch agency to be known as Snohomish County 911, pursuant to a plan of consolidation as required by chapter 24.06 RCW (the "Plan of Consolidation"); and

WHEREAS, under the Plan of Consolidation, on January 1, 2018 (the "Consolidation Effective Date"), SNOCOM and SNOBAC will become a single new corporation formed as a municipal instrumentality of its members pursuant to RCW 39.34.030 and organized as a nonprofit corporation, and SNOCOM and SNOBAC will cease to exist as separate legal entities; and

WHEREAS, all agencies who are members of SNOCOM and SNOBAC may join Snohomish County 911, either as a full member and co-owner known as a Principal, as an associate agency, or may contract for services as a subscriber; and

WHEREAS, Snohomish County 911 is created and will be governed by the terms of the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, including its exhibits (the "Agreement") in the form of a governmental nonprofit corporation as authorized by chapter 39.34 RCW (the Interlocal Cooperation Act), and chapter 24.06 RCW (the Nonprofit Miscellaneous and Mutual Corporations Act); and

WHEREAS, in 2018 emergency communications dispatch operations will remain largely as they are today, operating out of two existing facilities but with a new unified governance structure under the Agreement; and

WHEREAS, the City meets the qualifications of a Principal as defined in the Agreement; and

WHEREAS, the City has been provided forms of the Agreement, the Articles of Consolidation, the Plan of Consolidation, and other documents related to the consolidation of SNOCOM and SNOBAC in order to determine whether to join Snohomish County 911; and

WHEREAS, consolidating the emergency communications services of SNOCOM and SNOBAC will enhance public health, safety, and welfare; and

WHEREAS, the City of Marysville becoming a Principal of Snohomish County 911 will further enhance public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Council approves the consolidation of SNOCOM and SNOBAC pursuant to the Plan of Consolidation.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Mayor is authorized to sign and execute the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement in substantially the form set forth in Exhibit A so that the City may become a Principal of Snohomish County 911.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

# EXHIBIT A

**SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS  
AGENCY INTERLOCAL AGREEMENT**



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SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS  
AGENCY INTERLOCAL AGREEMENT

THIS SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this "Agreement"), incorporating all exhibits hereto, is entered into by and between the parties that execute this Agreement from time to time.

RECITALS

WHEREAS, the Southwest Snohomish County Public Safety Communication Agency ("SNOCOM") is a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 of the Revised Code of Washington ("RCW") as expressly authorized by RCW 39.34.030(3)(b); and

WHEREAS, the Snohomish County Police Staff and Auxiliary Services Center ("SNOPAC") is a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b); and

WHEREAS, both SNOCOM and SNOPAC provide emergency communication services on behalf of their member agencies and their combined service territory covers the vast majority of Snohomish County; and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have investigated the means by which consolidation of their two emergency communication services operations may be accomplished for the purpose and benefit of enhancing public safety and the safety of police, fire and emergency medical services staff responding to emergencies ("first responders"); and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have determined that consolidation of the two agencies will ensure delivery of emergency communication services at or above current service levels; deliver such services to the public and first responders in a highly efficient manner; improve public safety by eliminating the need to transfer tens of thousands of 911 emergency calls between the two agencies each year; realize economies of scale through consolidation of activities; promote interagency collaboration, communication and interoperability; and support efforts to continually identify means to enhance service delivery over time; and

WHEREAS, the Boards of Directors of SNOCOM and SNOPAC have each taken formal action to approve the consolidation of their respective agencies in accordance with RCW 24.03.195 and RCW 24.06.220, respectively, into a single agency to be known as Snohomish County 911 (“Snohomish County 911”), in order to provide emergency communication services on a regional basis throughout Snohomish County for participating member agencies and other public and private agencies that may contract with Snohomish County 911 for such services; and

WHEREAS, substantial investigation of alternative approaches to the calculation of user fees has resulted in a fee formula which the parties agree is fair and equitable; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

**SECTION 1. CREATION OF SNOHOMISH COUNTY 911; STATUS OF MEMBERS AS OF THE CONSOLIDATION EFFECTIVE DATE.**

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described herein and approved a plan of consolidation (“Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC have or will execute the Articles of Incorporation Due to Consolidation (the “Articles”) and have or will file such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation shall be January 1, 2018 (the “Consolidation Effective Date”).

As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC shall be a single corporation to be known as “Snohomish County 911” as provided in the Articles (“Snohomish County 911”).

ii. Snohomish County 911 shall be formed as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and shall be

organized as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW. This Agreement shall govern the Snohomish County 911.

iii. SNOCOM, SNOPAC and each party to this Agreement hereby delegates to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iv. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, shall cease.

v. Snohomish County 911 shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

vi. Snohomish County 911 shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such consolidation.

vii. Snohomish County 911 shall be responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

viii. Snohomish County 911, as successor to SNOCOM AND SNOPAC, shall have all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

ix. The statements set forth in the Articles shall be deemed to be the articles of incorporation of Snohomish County 911.

b. Status of SNOCOM and SNO PAC Members as of the Consolidation Effective Date. Each member agency of SNOCOM and SNO PAC which, by December 31, 2017, approves, by action of its legislative authority, the execution and delivery of this Agreement and is qualified to become and elects to be a Principal of Snohomish County 911 by making such designation on the services election form attached hereto as **Exhibit A**, shall be deemed a Principal of Snohomish County 911 as of the Consolidation Effective Date.

Alternatively, by December 31, 2017, a member agency of SNOCOM or SNO PAC may (i) elect to be a Subscriber of Snohomish County 911 by providing written notice of same to Snohomish County 911 together with notice of its service election, (ii) provide notice to Snohomish County 911 of its request to be an Associate Agency, or (iii) provide notice to Snohomish County 911 of its intent to provide its own emergency communication services and to not be a Principal, Subscriber or Associate Agency of Snohomish County 911.

The initial Principal, Subscriber, or Associate Agency status of each agency shall remain in place until such status is changed pursuant to the terms of this Agreement. Agencies that elect to become Subscribers shall promptly execute the applicable subscriber contract in a form approved and provided by the Governing Board.

Notwithstanding the foregoing, in the interest of public safety, in the event any member agency of SNOCOM or SNO PAC qualified to be a Principal or Subscriber under this Agreement has not, by December 31, 2017, taken official action to execute this Agreement or notified Snohomish County 911 of its intent prior to this subsection, then such member of SNOCOM or SNO PAC shall be deemed to be a Subscriber of Snohomish County 911 for the period between the Consolidation Effective Date and February 15, 2018 (the "Gap Period"). During the Gap Period Snohomish County 911 agrees to provide Emergency Communication Services to such agency in order to allow the agency to complete its formal notification process to Snohomish County 911, and such agency shall be permitted to execute this Agreement and/or elect to be a Principal, Associate Agency, or Subscriber during the Gap Period; provided, that agencies deemed to be Subscribers during the Gap Period pursuant to this paragraph shall be charged a fee for such services based on the 2018 Assessments as described in **Exhibit E** attached hereto plus a latecomer fee equal to 25% of the pro-rata share of Assessments incurred from the Consolidation Effective Date through the date the agency either executes this Agreement or executes a Subscriber contract with Snohomish County 911. Snohomish County 911 shall seek to promptly resolve the status of any agency deemed to be a Subscriber under this paragraph.

## SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of six (6) years (the "Initial Term"), and shall thereafter be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14, may annex to or join with another Principal as described in Section 6.r, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

## SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. "Additional Services" are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Principals and Subscribers from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and a Participating Agency and require Simple Majority Vote approval of the Governing Board. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

b. Agency Assembly. The "Agency Assembly" is the annual meeting of representatives from the Principals, Subscribers and Associate Agencies, as described in Section 8.

c. Agreement. "Agreement" means this Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

d. Ancillary Services. "Ancillary Services" are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

e. Articles. "Articles" mean the Articles of Incorporation Due to Consolidation of Snohomish County 911 as defined in Section 1.

f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula in provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board. Assessments include costs of Ancillary Services but exclude Additional Services.

g. Associate Agency. “Associate Agency” is a unit of local government that has executed this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services though a contract with a Principal or Subscriber of Snohomish County 911. Associate Agencies participate in the selection of a non-voting Governing Board Member as described in Exhibit B, and may participate in the Agency Assembly.

h. Consolidation Effective Date. “Consolidation Effective Date” means January 1, 2018.

i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

l. Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

m. Executive Director. The “Executive Director” is the chief operating officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.



- n. Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.
- o. Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” is the Snohomish County emergency radio system developed, owned and, as of the Consolidation Effective Date, operated by SERS, including but not limited to base stations and towers for such radio system and microwave backbone.
- p. Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.
- q. Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.
- r. Fully Integrated Services. “Fully Integrated Services” are Emergency Communication Services provided by Snohomish County 911 from and after the date that dispatch services are regularly provided at a single primary facility (which is currently located at 1121 S.E. Everett Mall Way, Everett, WA 98208). Fully Integrated Services are anticipated to begin on or about January 1, 2019.
- s. Gap Period. “Gap Period” means the period between the Consolidation Effective Date and February 15, 2018.
- t. Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.
- u. Initial Term. The “Initial Term” refers to the first six (6) years in which this Agreement shall be in effect.
- v. Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.
- w. Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”
- x. Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.
- y. Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

z. Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

aa. Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

bb. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which has accepted the terms of and has executed this Agreement from time to time.

cc. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

dd. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

ee. SERS. “SERS” is the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as it may thereafter be amended.

ff. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

gg. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber, as confirmed by its election of service form (**Exhibit A**), as it may be updated from time to time per Section 6.c.

hh. SNOCOM. “SNOCOM” is the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

ii. Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed pursuant to chapters 39.34 and 24.06 RCW, this Agreement and the Articles.

jj. SNOPAC. “SNOPAC” is the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

kk. State. “State” means the state of Washington.

ll. Subscriber. A “Subscriber” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a state agency created under the laws of the State, other than a Principal, which has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12 and 14. A Subscriber may also be a tribal government, a specialized public safety operation within County government, or private for profit or non-profit corporation providing services that require use of Emergency Communications Services, for example and without limitation, a private ambulance service, provided further that Subscribers described in this sentence may not become Principals.

mm. Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting, and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

nn. Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

oo. Transition Board. The “Transition Board” is the temporary Governing Board organized for the purpose of providing initial oversight of the start-up of Snohomish County 911 pursuant to Section 6.b.

pp. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies. User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

qq. 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

#### **SECTION 4. SNOHOMISH COUNTY 911 SERVICES.**

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board, providing services then-provided by SERS together with all necessary or advisable additional services and actions directly related to SERS.

b. From the Consolidation Effective Date through December 31, 2019, Snohomish County 911 shall provide Enhanced Police Records Services to Principals and Subscribers who were SNOCOM member agencies with Police Agencies that are Directly Served by Snohomish County 911. During this time, such services will be deemed Ancillary Services and are hereby approved as Ancillary Services. No later than May 2019, the Executive Director will make a written recommendation to the Governing Board as to whether, beginning on January 1, 2020, Enhanced Police Records Services should be: (i) discontinued; (ii) offered to all Participating Agencies; or (iii) continue to be provided only to former SNOCOM Police Agencies, and whether such services should be treated as Ancillary Services or Additional Services. The Governing Board shall make a determination regarding the treatment of Enhanced Police Records Services no later than June 30, 2019.

c. Snohomish County 911 may also, when authorized by a Simple Majority Vote of the Governing Board, provide Additional Services. Additional Services will be offered by separate contract as optional services to Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

#### **SECTION 5. SNOHOMISH COUNTY 911 POWERS.**

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;
- e. Review and approve operating policies and procedures for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;

- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;
- g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);
- h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State and federal records laws and regulations;
- i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;
- j. Retain, terminate, direct and supervise the Executive Director;
- k. Create committees to review and make recommendations for purposes and duties of committees;
- l. Approve strategic plans;
- m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;
- n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;
- o. Establish fees and charges for services provided to Participating Agencies;
- p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;
- s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

- t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;
- u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;
- v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;
- w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;
- x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;
- y. Enter into contracts with Subscribers to provide Emergency Communication Services and Additional Services pursuant to this Agreement;
- z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and
- aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

#### **SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.**

- a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members and one (1) non-voting member. Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies, five (5) Governing Board voting member seats shall be allocated to Fire Agencies, and one (1) non-voting member seat shall be allocated to an Associate Agency or a Single-Service Principal. Governing Board Members and their alternates shall be selected in the manner described in **Exhibit B**. Notwithstanding the foregoing, from the Consolidation Effective date until the first meeting of the Governing Board, Snohomish County 911 shall be governed by the Transition Board described below. The first meeting of the Governing Board shall occur no later than January 31, 2018, at which point the Transition Board member terms and authority shall expire.
- b. Transition Board. To govern the Snohomish County 911 until such time as all Participating Agencies and Associate Agencies have an opportunity to conduct their first caucuses and select initial Governing Board Members, a Transition Board will be

created for the limited time and purposes described in this subsection. The Transition Board shall be composed of six (6) members, including: three (3) members and one alternate from the 2017 SNOPAC Board of Directors members or alternates and three (3) members and one alternate from the 2017 SNOCOM Board of Directors members or alternates, duly selected by the respective boards in 2017 for this service; provided, that all members of the Transition Board must otherwise be qualified to serve as voting Board Members of Snohomish County 911 and their agencies must be Principals of Snohomish County 911 and a party to this Agreement. Alternates shall serve in the absence of a Transition Board member from their appointing agency. The Transition Board shall be responsible for selecting and appointing an interim Executive Director of Snohomish County 911 to oversee the management of Snohomish County 911 until the first elected Governing Board takes action with respect to this position. The Transition Board shall direct the interim Executive Director to convene the Principals and Associate Agencies no later than January 15, 2018, for purposes of meeting as caucuses to elect the initial Governing Board Members and Alternates. The Transition Board shall only take such actions as are immediately necessary for the conduct of business of the Snohomish County 911 in the month of January 2018. Meetings of the Transition Board shall be open to the public to the extent required by chapter 42.30 RCW. The provisions of this Agreement regarding qualifications to serve (Section 6.c), quorum (Section 6.h), voting (Section 6.i) and conduct of meetings (Sections 6.m and 6.o) of the Governing Board shall apply to the Transition Board.

c. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit B** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a Snohomish County Executive Director.

d. Terms of Office. Governing Board Members are elected every two (2) years by caucuses at the Agency Assembly, as described further in **Exhibit B**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May; provided, however, that the first elected Governing Board Members' terms of office shall run from their date of election in January 2018 through May 2020 and provided further that the Transition Board shall serve only until the first elected Governing Board Members' are selected in January 2018.

e. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or



operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form, substantially in the form set forth at **Exhibit A**. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member. Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

f. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

g. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit B**. Alternates must meet the same qualifications as Governing Board Member.

h. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

i. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.j require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

j. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);
- ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index –

Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).

- iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
- iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
- v. Reinstatement of a Principal that has been converted to Subscriber;
- vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
- vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b, including but not limited to acquiring assets held by SERS and providing services then-provided by SERS in accordance with Section 4.a.vii.;
- viii. Adoption or amendment of any bylaws, or amendment of the Articles;
- ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
- x. Modification of this Agreement (except for those items requiring approval of all legislative bodies of the Principals per Section 18);
- xi. Termination or dissolution of Snohomish County 911 per Section 20;
- xii. Approval of debt pursuant to Section 13; and
- xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.

k. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside at the meetings of the Governing Board. The Vice-President shall assume this role in absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall

promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

l. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

m. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

n. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

o. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

p. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each

regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

q. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

r. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or

(ii) have previously been a member of SNOCOM or SNOPAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

s. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

#### **SECTION 7. TECHNICAL ADVISORY COMMITTEES.**

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-third of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of each Technical Advisory Committee after the effective date of this Agreement, by majority vote of the Representatives on the respective Technical Advisory Committee, and shall serve for a one-year term. Annually thereafter, the Vice Chair shall assume the role of Chair and the Joint Operating Board shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Technical Advisory Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of a Technical Advisory Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any

means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

#### **SECTION 8. ANNUAL AGENCY ASSEMBLY.**

a. Purpose. To provide a forum for an exchange of information and ideas between Snohomish County 911 and its Principals, Subscribers and Associate Agencies, the Governing Board shall in April of each year convene an Agency Assembly, at which the Executive Director shall present an annual report outlining:

- i. Activities of Snohomish County 911 for the previous calendar year;
- ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
- iii. Results of Governing Board adopted performance benchmarks; and
- iv. The proposed budget policy for the upcoming year.

Also at the Agency Assembly, Board President shall offer remarks on behalf of the Board. The Agency Assembly shall be open to the public to the extent required by chapter 42.30 RCW.

b. Governing Board Meeting at the Agency Assembly. The required annual Governing Board meeting shall occur immediately after the Agency Assembly.

c. Caucuses for Election of Board Members. Every two (2) years, beginning in 2020, the Agency Assembly agenda will include a time for caucuses to meet and elect governing Board Members and their alternates as provided in Section 6 and **Exhibit B**, and to announce the results of the caucus deliberations.

d. Attendance. Each Principal, Subscriber, and Associate Agency may send one or more elected officials as well as police chiefs, fire chiefs, their deputies or assistants or other personnel to participate in the Agency Assembly. Participation in caucuses for election of Governing Board Members is governed by **Exhibit B**.

e. Action by Attendees. Attendees of the Agency Assembly may vote to recommend changes to the proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Governing Board. Voting by attendees shall be based on one-vote per each Principal, Subscriber, and Associate Agency, with a simple majority vote of all agencies represented at the

meeting required to approve any recommendation to be forwarded to the Governing Board. The actions and recommendations of attendees at the annual Agencies' Assembly shall be advisory to the Governing Board.

#### **SECTION 9. EXECUTIVE DIRECTOR.**

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director shall be appointed by the Transition Board as provided in Section 6.b. The interim Executive Director shall serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

#### **SECTION 10. PERSONNEL POLICY**

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board's approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.



**SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION.**

The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.

**SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

b. Budget Policy Direction. The Executive Director shall present a proposed outline of the policy approach to the budget for the upcoming budget to the attendees of the Agency Assembly. Input received from attendees at the Agency Assembly shall be reported to the Governing Board. After receiving such reports, the Governing Board shall adopt a budget policy as direction for the Executive Director in preparing the budget.

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 15**. Thereafter and in no event later than **September 25**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the "Assessment formula", shall be initially approved as set forth in **Exhibit C** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance

with Section 6.j. In the event the Snohomish County 911 assumes the authorities of SERS as authorized in Section 4.c., the costs associated with delivering that expansion of services shall be incorporated into the Assessment formula and the User Fee for Subscribers as the Board shall determine by Supermajority Vote. Additional Services require only Simple Majority Vote of the Governing Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Assessments not paid when due by a Principal shall begin to accrue interest on the date the Assessment was originally due and shall continue until the Assessment is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment, during which period the Assessment shall accrue interest as provided in the immediately preceding sentence. If such Assessments and accrued interest are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber and subject to penalty as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments and interest owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with interest.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees, or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves. Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus

3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems. All amounts held in reserve funds held by SNOCOM and SNOPAC as of the Consolidation Effective Date shall be transferred to Snohomish County 911 to be placed in a reserve fund or funds at Snohomish County 911.

i. Snohomish County 911 2018 Budget and User Fees. Notwithstanding the requirements in this Agreement regarding approval of budgets, Assessments and User Fees to the contrary, the following terms and conditions will apply with respect to the budget, Assessments and User Fees for Snohomish County 911 in 2018.

i. The budget for Snohomish County 911 for 2018 shall be adopted substantially as set forth in **Exhibit D**; essentially, the adopted SNOCOM 2018 budget plus the adopted SNOPAC 2018 budget, including an amount to pay for transition costs to be funded from reserves.

ii. The 2018 budget shall be subject to amendment as the Governing Board deems necessary or appropriate.

iii. Assessments for Principals for Emergency Communication Services provided under this Agreement through December 31, 2018 shall be as set forth in **Exhibit E**, and are based on the assessments each agency would have paid had the consolidation of SNOCOM and SNOPAC not occurred. Such assessments shall be payable not less frequently than quarterly in accordance with regular practice of SNOCOM and SNOPAC, and shall be subject to such delinquency and other penalties as provided herein.

iv. Any Principals or Subscriber purchasing Additional Services in 2018 shall do so through entering into a separate contract with Snohomish County 911.

j. Rate Smoothing. As further described in **Exhibit F**, “rate smoothing” will be applied in the first budget year in which the Assessment formula defined in **Exhibit C** is applied.

### **SECTION 13. ISSUANCE OF DEBT.**

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority. To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be “arbitrage bonds” within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

### **SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.**

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

- i. lose its right to participate in a caucus for selecting a voting Governing Board member;
- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;

- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County

911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

**SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.**

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

**SECTION 16. INVENTORY AND PROPERTY.**

Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

**SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.**

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that

Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

#### **SECTION 18. AMENDMENT OF AGREEMENT.**

The following terms of this Agreement may only be amended in writing after receipt of the approval of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.
- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require

affirmative approval of the legislative authorities of all Principals, the parties to this Agreement authorize the Governing Board to modify this Agreement from time to time in order to carry out the corporate purposes of Snohomish County 911. Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

**SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.**

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

**SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.**

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those Principals still participating in the Snohomish County 911 on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.



ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

#### **SECTION 21. DISPUTE RESOLUTION.**

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

#### **SECTION 22. INSURANCE.**

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating

Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

**SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.**

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or

lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

#### **SECTION 24. INTERGOVERNMENTAL COOPERATION.**

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911's operations and minimize costs of service delivery.

**SECTION 25. NOTICE.**

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911  
 c/o Snohomish County 911  
 1121 S.E. Everett Mall Way, Suite 200  
 Everett, WA 98208

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

**SECTION 26. COMPLIANCE WITH LAWS.**

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

**SECTION 27. VENUE.**

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

**SECTION 28. NO THIRD PARTY BENEFICIARIES.**

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

**SECTION 29. SEVERABILITY.**

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of this Agreement.

**SECTION 30. RATIFICATION.**

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

**SECTION 31. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.**

This Agreement may be executed from time to time in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. Further, this Agreement may be executed from time to time, without official action of the legislative body of each party hereto, in order to add a new Principal to Snohomish County 911. This Agreement shall be executed from time to time on behalf of each Principal [and Associate Agency] by its duly authorized representative following approval of this Agreement by motion, resolution or ordinance of its legislative authority. This Agreement may be amended as provided herein.

This Agreement shall be deemed adopted and effective as of January 1, 2018. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the date set forth below:

*[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]*

**PRINCIPALS:**

SNOHOMISH COUNTY

APPROVED AS TO FORM:

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Snohomish County Prosecuting Attorney

CITY OF ARLINGTON

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Arlington City Attorney

CITY OF BRIER

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF EDMONDS

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF EVERETT

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

S-1

CITY OF LAKE STEVENS

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF LYNNWOOD

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF MARYSVILLE

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF MILL CREEK

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

CITY OF MONROE

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF MOUNTLAKE TERRACE

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

CITY OF MUKILTEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF WOODWAY

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

NORTH COUNTY REGIONAL FIRE  
AUTHORITY

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Governance Board

\_\_\_\_\_  
Attorney for North County RFA

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 4

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Attorney for District 4

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 5

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Attorney for District 5



SNOHOMISH COUNTY FIRE DISTRICT  
NO. 7

APPROVED AS TO FORM:

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Chair, Board of Commissioners

---

Attorney for District 7

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 8

APPROVED AS TO FORM:

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Chair, Board of Commissioners

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Attorney for District 8

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 12

APPROVED AS TO FORM:

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Chair, Board of Commissioners

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Attorney for District 12

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 15

APPROVED AS TO FORM:

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Chair, Board of Commissioners

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Attorney for District 15

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 16

APPROVED AS TO FORM:

---

Chair, Board of Commissioners

---

Attorney for District 16

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 17

APPROVED AS TO FORM:

---

Chair, Board of Commissioners

---

Attorney for District 17

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 19

APPROVED AS TO FORM:

---

Chair, Board of Commissioners

---

Attorney for District 19

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 21

APPROVED AS TO FORM:

---

Chair, Board of Commissioners

---

Attorney for District 21

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 22

APPROVED AS TO FORM:

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Chair, Board of Commissioners

---

Attorney for District 22

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 23

APPROVED AS TO FORM:

---

Chair, Board of Commissioners

---

Attorney for District 23

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 24

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Attorney for District 24

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 25

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Attorney for District 25

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 26

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Attorney for District 26

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 27

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Attorney for District 27

SNOHOMISH COUNTY FIRE DISTRICT  
NO. 28

APPROVED AS TO FORM:

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Attorney for District 28

SOUTH SNOHOMISH COUNTY FIRE &  
RESCUE REGIONAL FIRE AUTHORITY

APPROVED AS TO FORM:

---

Chair, Governance Board

---

Attorney for South Snohomish Fire & Rescue

S-7

**ASSOCIATE AGENCIES:**

CITY OF DARRINGTON

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF GOLD BAR

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF GRANITE FALLS

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

TOWN OF INDEX

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF SNOHOMISH

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF STANWOOD

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

CITY OF SULTAN

APPROVED AS TO FORM:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**Initial Election to Receive Emergency Communication Services  
from Snohomish County 911**

To be returned to: Snohomish County 911  
1121 S.E. Everett Mall Way, Suite 200  
Everett, WA 98208

*For Agencies becoming Principals:*

The undersigned, as party to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement (the "Agreement") and a Principal in Snohomish County 911, hereby confirms that it elects to receive from Snohomish County 911 Emergency Communication Services as defined in the Agreement, for its

\_\_\_\_\_ Police department/operation  
\_\_\_\_\_ Fire/Emergency Medical Services department/operation  
as and when such service becomes available in accordance with the Agreement.

(Cities and Towns: If both services are **not** checked above, please indicate below the service provider that will be providing such service, and whether that is being provided per a service contract with your jurisdiction or as a matter of law (i.e., annexation into a Fire District).

\_\_\_\_\_

*For Agencies becoming Associate Agencies:*

The undersigned, as party to the Agreement hereby confirms that it will be an Associate Agency of Snohomish County 911. Associate Agency receives

\_\_\_ Local Policing services by contract with \_\_\_\_\_.  
\_\_\_ Fire/Emergency Medical Services by contract with \_\_\_\_\_.

*For all signatory agencies:*

Contact information for the elected department/operation(s) is set forth below

Signed this \_\_\_ day of \_\_\_\_\_, 2017.

Agency Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**City of Marysville Contact**

Richard Smith  
Chief of Police  
1635 Grove Street  
Marysville, WA 98270  
360-363-8300  
RSmith@marysvillewa.gov

## EXHIBIT B

### Process for Selecting Governing Board Members and Alternates

Governing Board Members are selected every two (2) years in April as part of the Agency Assembly, through the process described below; provided, that the first caucuses shall be held in January 2018, and the Governing Board Member terms for persons elected at such caucuses shall last from their date of election through the first meeting of the Governing Board in May 2020.

If not defined in this **Exhibit B**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit B**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.

#### Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by **Population Served** from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of Population Served, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on Population Served, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:
  - i. No Police Agency shall be divided into two caucuses.
  - ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the population target to the extent necessary to completely include the target population and not divide any Police Agency between caucuses), and the larger Police Agency

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caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

**Step 2. Fire Agencies are divided into three (3) caucuses**

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, *provided, however*, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
  - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
  - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
  - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

**Step 3. Each Caucus selects Board Members**

- a. At the Agency Assembly, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
  - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.
  - ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
  - iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
  - iv. Voting by proxy will not be allowed.

- v. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
  - vi. Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives present at the Agency Assembly, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office.
- b. Designated representatives from each Associate Agency and each Single-Service Principal shall also form a caucus at the Agency Assembly to select a single non-voting Board Member. Representatives to the caucus shall be designated in the same manner as described in Step 3.a.i, one from each Associate Agency and each Single-Service Principal. The caucus rules described in Step 3.a apply, as do rules for selecting an alternate as described in Step 4. In no event shall the Governing Board Member appointed by this caucus be from an agency that also has a voting Governing Board Member elected for the same board term.
- c. The number of Governing Board Members to be selected by each caucus shall be as follows:

**Police Agencies (10 Board Members)**

<b>Caucus 1:</b> Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
<b>Caucus 2:</b> Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
<b>Caucus 3:</b> Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
<b>Caucus 4:</b> Small Police Agencies	3 Governing Board Members, of which one must be an operational

	staff and one of must be an elected official
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**Fire Agencies (5 Board Members)**

<b>Caucus 1: Large Fire/EMS Agencies</b>	3 Governing Board Members
<b>Caucus 2: Medium Fire/EMS Agencies</b>	1 Governing Board Member
<b>Caucus 3: Small Fire/EMS agencies</b>	1 Governing Board Member

**Associate Agencies and Single-Service Principals (1 non-voting Governing Board Member)**

1 Caucus	1 non-voting Board Member
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**Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.**

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

**Vacancies**

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve the remainder of the vacant position’s unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

## EXHIBIT C

### Principal Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police or Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

The **Transition Period** is the time period beginning on the date which Snohomish County 911 has been legally formed through the beginning of the budget year in which Snohomish County 911 begins delivering **Fully Integrated Services**, anticipated to be calendar year 2019.

This **Exhibit C** sets forth Assessment Formulas applicable from and after the point that Fully Integrated Services begin, anticipated to be January 1, 2019, or whichever date is otherwise selected by the Governing Board for simplicity of budgeting purposes. *For example*, if Fully Integrated Services become operational in February 2019, the Governing Board may nevertheless apply the User Fee formula to fund the Net Budget for all of calendar year 2019.

Capitalized terms used in **Exhibit C** not defined in this **Exhibit C** have the meaning set forth in the body of the Interlocal Agreement.

#### Description of the formula to derive Assessments for individual Principals.

##### **Step 1: Divide the Net Adopted Budget into four cost pools:**

- **Administration and Technology**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see “Definitions”)

##### **Step 2: Apply Revenues to cost pools according to the following guidelines:**

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration and Technology** cost pool.
- Subscriber Contract revenues will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example,

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revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool.

- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch and/or Fire Dispatch Cost pool, based upon where the costs of those services are allocated.

**Step 3: Divide the four cost pools between Police Agencies and Fire Agencies:**

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
  - Police 62%
  - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
  - Police 75%
  - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

**Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:**

- **Police Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.

- **Fire Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal
2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Member's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Members Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Member's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

#### DEFINITIONS

**Fire Agency or Fire Agencies:** unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

**Police Agency or Police Agencies:** unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911

**Cost-Per-Console** Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

**Net Adopted Budget** means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less* **Other Revenues**.

**Other Revenues** mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

**Administration and Technology Costs** include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

**Call Taker Costs** include all **labor costs** associated with the prescribed number of operational staff assigned to staff the call taking function.

**Police Dispatch Costs** include all **labor costs** associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

**Fire Dispatch Costs** include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

**Shared Dispatch Stations** are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

**Dedicated Dispatch Stations** are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

**Labor Costs** are direct costs of salary and benefits.

**E-911 tax revenues** mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

**Calls for Service** are defined on Appendix C-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in **Appendix C-1**.

**Charged Operation** refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

**Population Served** has the meaning set forth in Exhibit B.

**Assessed Value** is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.



**Appendix C-1**  
**Definition of "Calls for Service"**

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

**Section 1. Call for Service Defined:** Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department's jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include "cleared incidents"*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

**Section 2: Assignment of CFS:** As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

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- b. **Traffic Stops:** assigned to the initiating agency.
- c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOPAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

**EXHIBIT D****2018 Budget for Snohomish County 911**

Combining SNOCOM/SNOPAC 2018 Approved Budgets

	<u>SNOPAC</u>	<u>SNOCOM</u>	<u>TOTAL</u>
<b><u>Revenues</u></b>			
Dispatch Services (Assessments)	\$ 10,857,878	\$ 4,459,270	\$ 15,317,148
E911 Excise Tax & Other	\$ 3,990,570	\$ 1,709,962	\$ 5,700,532
	<b><u>\$ 14,848,448</u></b>	<b><u>\$ 6,169,232</u></b>	<b><u>\$ 21,017,680</u></b>
<b><u>Expenses</u></b>			
Payroll Expenses	\$ 12,790,908	\$ 4,947,029	\$ 17,737,937
Professional Fees	\$ 246,000	\$ 109,955	\$ 355,955
Administrative Support	\$ 44,000	\$ 11,093	\$ 55,093
Rent	\$ 317,152	\$ 104,450	\$ 421,602
Repairs & Maintenance	\$ 1,055,167	\$ 610,410	\$ 1,665,577
Insurance	\$ 60,000	\$ 42,650	\$ 102,650
Communication	\$ 107,492	\$ 50,952	\$ 158,444
Travel & Training	\$ 114,730	\$ 41,360	\$ 156,090
Minor Capital Equipment	\$ 68,000	\$ 228,668	\$ 296,668
Office Supplies	\$ 45,000	\$ 22,665	\$ 67,665
Total Expense	<b><u>\$ 14,848,448</u></b>	<b><u>\$ 6,169,232</u></b>	<b><u>\$ 21,017,680</u></b>

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**EXHIBIT E****2018 Assessments****Based on adopted SNOPAC / SNOCOM 2018 Budget Assessments**

<b>Jurisdiction</b>	<b>2018 Budget Assessments</b>
City of Brier --Police	\$93,177
City of Brier --Fire	\$25,297
City of Edmonds --Police	\$804,597
City of Edmonds --Fire	\$247,607
City Lynnwood -- Police	\$920,963
City of Mill Creek-- Police	\$360,175
City of Mill Creek --Fire	\$98,066
City of Mountlake Terrace --Police	\$355,851
City of Mountlake Terrace --Fire	\$115,679
City of Mukilteo -- Police	\$406,100
City of Mukilteo --Fire	\$109,545
Town of Woodway --Police	\$32,133
South Snohomish County Fire & Rescue RFA	\$890,080
City of Arlington --Fire	\$173,517
City of Arlington --Police	\$275,503
City of Everett --Fire	\$1,115,004
City of Everett --Police	\$1,910,126
Marysville Fire District	\$605,700
City of Marysville --Police	\$1,011,926
City of Stanwood --Fire	\$76,849
City of Stanwood --Police*	\$79,907
Snohomish County Fire District # 15	\$36,537
Snohomish County Fire District # 16	\$18,490
Snohomish County Fire District # 17	\$87,376
Snohomish County Fire District # 19	\$25,134
Snohomish County Fire District # 21	\$49,255
Snohomish County Fire District # 22	\$30,722
Snohomish County Fire District # 23	\$2,931
Snohomish County Fire District # 24	\$22,092
Snohomish County Fire District # 25 (Oso)	\$6,825
Snohomish County Fire District # 26	\$30,542
Snohomish County Fire District # 27	\$3,211
Snohomish County Fire District # 28	\$5,674
Snohomish County Fire District # 4	\$227,557

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Snohomish County Fire District # 5	\$54,272
Snohomish County Fire District # 7	\$624,868
Snohomish County Fire District # 8	\$290,126
Snohomish County Airport Fire	\$15,222
Snohomish County Fire Marshall	\$4,423
North County Regional Fire Authority	\$122,180
City of Darrington --Police*	\$17,388
City of Gold Bar --Police*	\$28,860
City of Granite Falls --Police*	\$49,329
City of Lake Stevens --Police	\$357,594
City of Monroe --Police	\$277,017
Snohomish County Sheriff's Office (Unincorporated)	\$2,985,551
City of Snohomish Police*	\$129,805
City of Sultan --Police*	\$63,473
Stillaguamish Tribe --Police (Subscriber agency)	\$42,892

\*Snohomish County Sheriff's Office provides service to these agencies.

## EXHIBIT F

### Assessment Smoothing in First Year of Fully Integrated Services

Rate Smoothing will be applied in the **first budget year in which the Assessment Formula defined in Exhibit C is applied (“Smoothing Year”)**. It is anticipated that on or about January 1, 2019, Snohomish County 911 will begin Fully Integrated Services and the Principal’s Assessment formula in **Exhibit C** will be applied for the full calendar/budget year of 2019. It is expressly contemplated that the Smoothing Year may include less than 12 but more than 10 months of Fully Integrated Services.

Smoothing payments and contributions will be calculated as follows:

After adopting the budget for the Smoothing Year and calculating the assessments to be paid by each Principal and Subscriber:

1. Identify which Principals and Subscribers will see their User Fee increase in an amount equal or greater to 9% as compared to their assessment in the immediately preceding year. These Principals are “Smoothing Recipients.”
2. Identify which Principals and Subscribers will see their User Fee decrease in an amount equal or greater to 9% as compared to their assessment in the immediately preceding year. These Principals are “Smoothing Contributors.”
3. Determine the sum of all User Fee increases experienced by Smoothing Recipients, provided that the sum will be capped at \$281,785. This is the **Maximum Total Smoothing Allocation**.
4. For each Smoothing Contributor, identify the amount which is 25% of its User Fee—this is the **Maximum Smoothing Contribution** for that Smoothing Contributor.
5. Determine the sum of all Maximum Smoothing Contributions. This is the **Maximum Total Smoothing Contribution**.
6. The lesser of the Maximum Total Smoothing Allocation and the Maximum Total Smoothing Contribution is the **Actual Total Smoothing Allocation**.
7. Increase the User Fee for the Smoothing Year of each Smoothing Contributor by an amount equal to the amount necessary such that each Smoothing Contributor contributes the same percentage of its User Fee decrease towards the Actual Total Smoothing Allocation.
8. Decrease the Use Fee for the Smoothing Year of each Smoothing Recipient by an amount equal to the amount necessary such that each Smoothing Recipient receives the same percentage of its User Fee increase from the Actual Total Smoothing Allocation.

BRIEFING MEMO PREPARED BY SNOPAC/SNOCOM REGARDING THE CONSOLIDATION  
OF THE TWO AGENCIES INTO SNOHOMISH COUNTY 911

SNOCOM<sup>1</sup> and SNOPAC<sup>2</sup> are both local government interlocal agencies formed in the 1970s to provide emergency call taking and dispatch services. The Interlocal Agreement consolidating SNOCOM and SNOPAC and creating a single combined regional agency for emergency communications is the culmination of over a year and a half of work by the SNOCOM and SNOPAC Boards.

In October 2017, both Boards unanimously approved the consolidation of SNOCOM and SNOPAC into a new agency to be called "Snohomish County 911" ("New Agency"). Both Boards have approved the related Interlocal Agreement defining the governance and financing for the New Agency and recommend its approval by their respective member agencies.

The New Agency will provide countywide emergency communications services (9-1-1 and other emergency call response and dispatch) to agencies who sign onto the Interlocal Agreement, and to "subscribers" who elect to contract for service with the New Agency. The New Agency will be established effective January 1, 2018, at which point SNOCOM and SNOPAC will cease to exist as separate legal entities. The New Agency will assume all the powers, rights and responsibilities of both SNOCOM and SNOPAC.

The rationale for consolidation is to improve public safety service levels and capture economies of scale that will be realized from combining operations of SNOCOM and SNOPAC.

- Consolidation will increase public safety by eliminating the need to transfer 40,000 to 50,000 9-1-1 calls each year --a problem created by the currently overlapping service territory of the two agencies. Today, each 9-1-1 call transferred results in over 20 seconds of delay in response time which can impact public safety and is far from ideal in terms of public service; the call-transfer process also ties up staff that could be working to answer other 9-1-1 calls.
- A fully-integrated dispatch operation will require less staff than two separate operations. Consolidation is anticipated to save up to a million dollars a year once optimal agency size is met, as compared to current operations. Optimal agency size will be

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<sup>1</sup> SNOCOM (Southwest Snohomish County Public Safety Communications Agency) provides emergency communications services to seven cities and one regional fire authority in southwest Snohomish County.

<sup>2</sup> SNOPAC (Snohomish County Police Staff and Auxiliary Services Center) provides emergency communications services to the majority of cities, towns and fire districts in Snohomish County as well as the County Sheriff's Department.

accomplished through natural attrition over the next 1-2 years--the Boards have both committed to a no-lay-off policy for this project.

- The two agencies already operate on identical, integrated software platforms, which greatly simplifies the process of consolidation.
- The existing SNOPAC facility is large enough to accommodate both operations for at least the next decade and will be remodeled in 2018 to accommodate SNOCOM staff and equipment. The existing SNOCOM facility will be maintained as a back-up location to maintain resiliency in the operations.

More background and details on the project are provided below and in the attachments to this briefing memo. (There is no **Attachment A.**)

#### Schedule:

The schedule adopted by the Boards calls for each member agency of SNOCOM and SNOPAC to make a decision, by the end of calendar year 2017, whether to join the New Agency and become a party to the Interlocal Agreement.

#### Fiscal Impact

In 2018, [Jurisdiction's] fees will be consistent with the approved [*as applicable*: SNOCOM / SNOPAC] 2018 budget, which allocates to [Jurisdiction] a total annual assessment of [\$\_\_\_\_\_], based on the current [SNOCOM/SNOPAC] assessment formula.

For each future budget, [Jurisdiction] will be asked to approve its share of the New Agency budget as part of the [Jurisdiction's] regular budget process. Beginning in 2019, a new assessment formula will be in place, discussed further below. The new assessment formula is based on combining aspects of the current SNOCOM and SNOPAC assessment formulas with the goal of implementing a cost allocation approach that accurately reflects the workload and cost imposed by each member agency on the regional dispatch operation.

#### Background:

Consolidation of the two agencies has been a topic of discussion for several years. The Interlocal Agreement reflects the deliberations of the SNOCOM and SNOPAC Boards over the past approximately eighteen months. Both Boards unanimously approved the consolidation of the two agencies on October 12, 2017.



The consolidation project process has been lengthy and iterative. A "Joint Task Force" (JTF) composed of three members from each Board and two non-voting members from the SERS<sup>3</sup> Board was tasked with developing recommendations for review and approval by the SNOCOM and SNOAC Boards. At each step, the JTF brought forward recommended policies and options for consideration by the Boards, and then moved forward based on the Boards' direction. Membership of the SNOCOM and SNOAC Boards and the JTF is set forth at **Attachment B**.

The JTF and Boards have worked to make the process inclusive and transparent. All meeting agendas and materials of the JTF and related SNOCOM and SNOAC Joint Board meeting packets have been posted online and are accessible to the public, member agencies and employees. The JTF has been supported in its work by the two Executive Directors, Terry Peterson of SNOCOM and Kurt Mills of SNOAC, as well as an independent facilitator and agency staff. Most member agencies of SNOCOM and SNOAC have received individual briefings on the project in the last five months. Local online and print media have published several news articles about the effort. Employees and labor leaders at SNOCOM and SNOAC have been kept in the loop with regular briefings. Employees were surveyed early in the process as to their ideas and concerns regarding consolidation, and employees were also polled to help select the name for the New Agency.

#### Transitioning to the New Agency

The Boards have adopted an operational plan to guide consolidation of SNOCOM and SNOAC. In summary, the operational consolidation plan provides as follows:

**Employees:** All employees will become employees of the New Agency on January 1 2018; their terms of employment will remain unchanged. A major task for the first year will be to negotiate a new unified collective bargaining agreement covering all unionized employees.

**Operations:** For most of 2018, operations will continue essentially "as-is," in the two current locations.

**Facilities:** In 2018, the SNOAC facility will be remodeled to accommodate the SNOCOM staff and equipment. Costs of the remodel will be funded from New Agency reserves. The plan is for all employees to be operating from within a single primary location by January 2019. The current SNOCOM facility will continue to be leased from Mountlake Terrace for use as a "warm-back-up" facility in the event the SNOAC facility becomes unavailable. The SNOAC facility is

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<sup>3</sup> SERS is the Snohomish Emergency Radio System agency, which owns and operates the radio towers and related equipment to support the current 800 MHz emergency radio system used by SNOCOM, SNOAC and local police and fire/EMS agencies. SERS members include the County and 10 other cities and the South Snohomish County Fire & Rescue RFA.

large enough to accommodate expected growth of the new agency over at least the next decade.

**Equipment and Technology Systems:** Since both SNOCOM and SNOPAC operate on the same software platforms, there is little in the way of technology or equipment adjustment.

**Funds currently held by SNOCOM and SNOPAC:** At the end of 2017, funds on hand at SNOCOM and SNOPAC will be transferred to the New Agency. All funds held today in reserves at SNOCOM and SNOPAC will be placed into reserves of the New Agency.

**Paying for the cost of the consolidation:** The costs of consolidation – legal, space remodeling, moving, etc. - will be paid for from reserve funds held by SNOCOM, SNOPAC and the New Agency.

#### Overview of Terms of the Interlocal Agreement

Once the major deal points had been agreed upon by the SNOCOM and SNOPAC Boards, the agencies engaged outside legal counsel, Deanna Gregory and Jay Reich of Pacifica Law Group, to assist with drafting the Interlocal Agreement and Articles of Consolidation. The Interlocal Agreement is reproduced in full at **Attachment F**. The related Articles of Consolidation and Plan of Consolidation (incorporating statutory requirements and reflecting the terms of the ILA) are reproduced at **Attachment G and H**. In approving the Interlocal Agreement, [Jurisdiction] is also approving the Plan of Consolidation.

The key terms in the Interlocal Agreement are described below. Capitalized terms are defined in the Interlocal Agreement.

1. **Consolidation of SNOCOM and SNOPAC into a new nonprofit corporation.** Both SNOCOM and SNOPAC are interlocal agencies structured as nonprofit corporations. This structure will be replicated with the New Agency: SNOCOM and SNOPAC will be consolidated into a new nonprofit corporation under chapter 24.06 RCW. One benefit of the consolidation approach<sup>4</sup> is that as a matter of law, the New Agency seamlessly acquires all the rights and obligations, contracts, properties and employees of its component agencies.
2. **Effective Date.** The Interlocal Agreement is dated to become effective as of January 1, 2018—this is the date that the New Agency will be created and SNOCOM and SNOPAC will cease to exist as separate legal entities.

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<sup>4</sup> As opposed to dissolving the two existing agencies and creating a new one.

3. **Term of Agreement.** The initial term of the Interlocal Agreement – during which time no Principal member can terminate its participation — is 6 years. Thereafter, the Agreement has a perpetual term.
4. **Withdrawal.** A Principal can withdraw from the Agreement by giving at least 18 months' advance notice (termination date coinciding with the last upon last day of the next budget year). The earliest termination date is the end of the initial 6 year term.
5. **Services and Programs Offered by the new Agency.** The main function of the New Agency is to provide Emergency Communications Service – essentially, 9-1-1 call taking and dispatch of police and fire/EMS response. All programs currently offered by SNOCOM and SNOAC will be offered by the New Agency.
  - a. SNOAC offers some special services by separate agreement, such as a managed laptop program. These "Additional Services" are optional, and the cost of providing them is not included in the assessment formula charged to Principals.
  - b. SNOCOM offers Enhanced Police Records Services to its police agencies. These services are not offered by SNOAC.<sup>5</sup> SNOCOM members receiving this service today will continue to receive the service through 2019. In 2019, the Board of the New Agency will decide how and whether to provide and charge for this service in 2020 and beyond.
  - c. Over time, as technology and service expectations evolve, the New Agency may provide additional services integrally related to emergency communications dispatch. These "Ancillary Services" will be incorporated into the assessment formula for allocating costs to Principals.
6. **Potential acquisition of SERS (owner/operator of the Snohomish County emergency public radio system).** Upon a Supermajority Vote of the Board, the New Agency could choose to acquire SERS without re-opening the Agreement. The acquisition would also require the consent of the SERS board.
7. **Members of the New Agency.** There are two types of membership in the New Agency: Principals and Associate Agencies. In addition, agencies may contract for service from the new agency as Subscribers.
  - a. "Principals"—are signators to the Interlocal Agreement. Principals are co-owners of the New Agency and have a vote in appointing Board members. "Single Service Principals" are cities or towns that provide *either* police or fire/EMS service *but not both*, and receive the service which they do not Directly Provide from a Principal or Subscriber: these Single Service Principals participate in the

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<sup>5</sup> Most SNOAC member police agencies purchase enhanced police records services from Snohomish County.

selection of a voting Board member as well as in the selection of a non-voting Board member.

- b. "Associate Agencies" are local governments that do not Directly Provide police or fire/EMS services but instead purchase it via contract from another local government who is a Principal or Subscriber of the new agency. Signing the Interlocal Agreement is optional for these jurisdictions. Associate Agencies participate in selection of a non-voting Board member and are guaranteed acceptance as a Principal without a latecomer fee in the event they decide to Directly Provide police or fire/EMS service. Associate Agencies will pay a nominal annual fee, to be set each year by the Governing Board.
- c. "Subscribers" are agencies which Directly Provide police or fire/EMS service but choose not to sign the Interlocal Agreement and instead purchase service from the New Agency. If any agency provides notice that it wishes to be a Subscriber, a form of contract will be prepared for them; execution of any Subscriber contracts would occur in early 2018. A Subscriber that could have opted to be Principal will have a minimum of a 6% risk premium added to its annual user fees. See **Attachment C** for a summary of this membership structure.

8. **Governance.** With potentially over forty member agencies, it was necessary to develop a representative board structure. After months of deliberation, the SNOCOM and SNOBAC Boards agreed that the New Agency will be governed by a Board of fifteen (15) voting members plus one (1) non-voting member. Ten (10) voting members will be chosen by Principals that operate police agencies; five (5) voting members will be chosen by Principals with fire/EMS operations. This allocation of Board seats generally matches the workload imposed by the two disciplines and the revenues they will contribute to the New Agency. In addition:

- a. Each of the voting Board members has 1 vote. There is no weighted voting.
- b. Terms of office are two years.
- c. Board members are chosen through a caucus process, where similarly-sized police agencies, and similarly sized fire/EMS agencies meet together to appoint 1-3 representatives (number of representatives depends on the caucus). The rules for forming caucuses are slightly different for police agencies as compared to the process used for fire/EMS agencies.
- d. Police caucuses also have rules that require them to appoint a mix of lead operational staff and elected officials to the Board. Fire/EMS caucuses are not subject to this rule and may choose to appoint elected officials or lead operational staff to the Board.
- e. Associate Agencies and Single-Service Principals jointly select a single non-voting board member.
- f. Membership in caucuses is fluid—it will shift as population and New Agency membership shifts over time.

- g. A six (6) member Transition Board has been chosen by the SNOCOM and SNOPAC Boards – 3 members plus 1 alternate from each Board -- to oversee the New Agency for the first few weeks of 2018 until caucuses can be convened to select Board members. The Transition Board members are:
- Tom Mesaros, Councilmember, Edmonds President
  - Ty Trenary, Snohomish County Sheriff, Vice President
  - Bob Colinas, Mayor of Brier
  - Pam Pruitt, Mayor of Mill Creek
  - Steve Guptill, Asst. Fire Chief, FD 7
  - Rick Smith, Police Chief, Marysville
  - George Hurst, Councilmember, Lynnwood (Alternate for SNOCOM appointees)
  - Dan Templeman, Police Chief, Everett (Alternate for SNOPAC appointees)
- h. See **Attachment D** for diagrams of how the Board caucuses and membership would be structured *if all current members in SNOCOM and SNOPAC eligible to be Principals become party to the Interlocal Agreement, and the Board was in place this year.*
9. **Annual Assembly.** An Annual Assembly will be held each April, for all Principals, Subscribers and Associate Agencies to hear about New Agency accomplishments of the last year, major work items for the coming year and proposed budget policies for the next year. Every other year, the Annual Assembly will also host the caucuses at which the next slate of Board members is chosen.
10. **Approval of Major Decisions by Governing Board.** Major decisions will require a Supermajority Vote of the Board, defined as a vote securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Board present constituting a quorum and voting; and (2) not less than one Board Member representing a fire agency.
- a. The Board is allowed to amend operational and administrative terms of the Interlocal Agreement by Supermajority Vote. However, core structural provisions, for example, around governance, scope of agency authority and risk allocation cannot be changed by the Board: they require approval of all legislative bodies of all Principals. Any amendment of the Interlocal Agreement requires 30-days advance notice to all Principals.
  - b. Among the other items requiring a Supermajority Vote are:
    - i. Amendment to the Principals' Assessment formula;
    - ii. Approval or Amendment of the bylaws;
    - iii. Accepting a new Principal member of the Agency;
    - iv. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June -

June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4%

- v. A decision to acquire assets, equipment, real or personal property valued at over \$500,000.
- vi. A decision to dissolve the agency, or to merge, consolidate or sell all or substantially all its assets.

11. **Assessments and User Fees.** Principals will pay according to an Assessment formula that is basically an amalgam of the current assessment formulas at SNOCOM and SNOPAC. The formula allocates costs to individual agencies based on three factors: (1) Calls for Service processed for each agency, (2) Population Served, and (3) Assessed Value.

- a. A hypothetical assessment run applying the proposed rate formula to a hypothetical 2017 consolidated agency budget was shared with the Boards in January 2017 and has been reviewed at several sessions with finance directors and other staff from interested agencies.
- b. The new assessment formula results are similar to assessments for most SNOPAC members; however, SNOCOM police agencies will see a sizeable reduction in their fees and the South Snohomish County Fire & Rescue RFA will see a sizeable increase in its fees. To address this, one-time "rate-smoothing" is proposed for 2019, where any Principals or Subscribers seeing more than a 9% reduction in fees will have their fees adjusted in order to fund a mitigation payment for any Principals and Subscribers with more than a 9% increase in fees. The contribution obligation and payment amounts are both capped.
- c. In 2018, Principals will pay assessments based on their current agency formulas from either SNOCOM or SNOPAC (as applicable).
- d. Transition/consolidation costs will be funded from reserves.
- e. The assessment formula is depicted at **Attachment E**. It is described in text at Exhibit C of the Interlocal Agreement.

12. **Budgets.** Each year, the Agency will adopt a budget for the following year by no later than September 15. The [Jurisdiction] will then be asked to approve its Assessment as part of its regular budget process. If [Jurisdiction] does not approve its Assessment, it may be converted to a Subscriber by action of the Board. The 2018 budget for the New Agency is basically the proposed 2018 SNOCOM and SNOPAC budgets combined. (See Exhibit D of Interlocal Agreement).

Attachments:

**Attachment A:** [Ordinance/Resolution] Authorizing [Jurisdiction] to enter into the Interlocal Agreement and execute the Articles of Consolidation.

**Attachment B:** Members of SNOCOM Board, SNOPAC Board, and Joint Task Force

**Attachment C:** New Agency membership structure

**Attachment D:** Board structure -- caucuses and agency membership (based on 2016 population, assuming all agencies qualified to become Principals do so)

**Attachment E:** Diagram of Principals Assessment Formula

**Attachment F:** Interlocal Agreement

**Attachment G:** Articles of Consolidation

**Attachment H:** Plan of Consolidation

**Attachment B: Members of SNOCOM Board, SNOPAC Board, and Joint Task Force**

<b>SNOPAC Board Members</b>	<b>SNOPAC Alternate Board Members</b>
Steve Guptill, Fire District 7, Chair	Darryl Neuhoff, Marysville Fire
Dan Templeman, Everett Police	James Lever, Everett Police, Vice-Chair
Ty Trenary, SCSO	Susy Johnson, SCSO
Keith Rogers, Snohomish Police	John Flood, SCSO
Tim Key, Everett Fire	Jim Nagle, Everett Fire
Susan Neely, Snohomish County	Brian Haseleu, Snohomish County
Rick Smith, Marysville Police	Jeff Goldman, Marysville Police
Jonathan Ventura, Arlington Police	Daniel Cone, Arlington Police
John Dyer, Lake Stevens Police	Ron Brooks, Lake Stevens
Roy Waugh, Fire Commissioner, District 7	Paul Taylor, Fire Commissioner, District 22
Murray Gordon, Citizen-at-Large	

<b>SNOCOM Board Members</b>	<b>SNOCOM Alternate Members</b>
Jerry Smith, Mountlake Terrace Mayor, President	Scott Hugill, Mountlake Terrace City Manager
Bob Colinas, Brier Mayor, Vice-President	Mike Catlett, Brier Police Chief Paula Swisher, Brier City Clerk
Al Compaan, Edmonds Police Chief	Don Anderson, Edmonds Asst. Police Chief
Tom Mesaros, Edmonds Councilmember	Jim Lawless, Edmonds Asst. Police Chief
George Hurst, Lynnwood Councilmember	Bryan Stanifer, Lynnwood Deputy Police Chief
Ian Cotton, Lynnwood Councilmember	
Pam Pruitt, Mill Creek Mayor	Greg Elwin, Mill Creek Police Chief



Seun Richards, Mountlake Terrace Councilmember	Greg Wilson, Mountlake Terrace Police Chief
Jennifer Gregerson, Mukilteo Mayor	Chris Alexander, Mukilteo Fire Chief Steve Edin, Mukilteo Management Services Director
Kent Saltonstall, Woodway Councilmember	Tom Howard, Woodway Councilmember Tom Whitson, Woodway Councilmember
David Chan, Commissioner, South Snohomish County Fire & Rescue RFA	Brad Reading, Fire Chief, South Snohomish County Fire & Rescue RFA

<b>Joint Task Force on Consolidation</b>	
<b>SNOCOM Representatives</b>	<b>SNOPAC Representatives</b>
Bob Colinas (Vice-Chair)	Steve Guptill
Brad Reading	Rick Smith
Bryan Stanifer	Roy Waugh (Chair)
<b>SERS Representatives</b>	
Al Compaan	
Jon Nehring (SERS Board Chair)	
Ralph Krusey	
<b>Staff Support:</b> Terry Peterson, Executive Director, SNOCOM; Kurt Mills, Executive Director SNOPAC	

**Attachment C: New Agency membership structure**

<b>Type of Member</b>	<b>Definition</b>	<b>Payment Basis</b>	<b>Notes:</b>
<b>Principal</b>	<p>Direct provider of police or fire/EMS services. Must be a unit of local government or the County. (RFA will qualify; joint operating agency like Marysville Fire District will qualify).</p> <p>These agencies must sign the ILA.</p>	<p>Directly billed for their service under the assessment formula, as well as for any additional services they contract for with New Agency.</p>	<p><b>“Single Service Principals”</b>—a subset of Principals-- Cities or Towns that directly provide either police or fire service <b>but not both, and which</b> receive their non-directly provided service <b>by contract</b> (as opposed to being annexed into a fire district or RFA). Single Service Principals participate with Associate Agencies in the selection of the non-voting board member seat.</p>
<b>Associate Agency</b>	<p>A city or town that does <b>not directly provide either fire /EMS service or police service</b> and receives such service by a contract with a Principal or a Subscriber. These agencies may choose whether or not to sign the ILA.</p>	<p>May be directly billed if their service provider agrees.</p> <p>Will also pay a nominal annual fee as consideration for waiving of possible latecomer fees.</p>	<p>Associate Agencies participate in selecting a non-voting board member, together with Single Service Principals.</p>
<b>Subscriber</b>	<p>An agency that is neither a Principal or Associate Agency that wants to instead contract for services on a periodic basis on terms to be negotiated with the agency</p> <p>These agencies do not sign the ILA.</p>	<p>Will pay on negotiated basis.</p> <p>A 6% risk premium will be added to contracts for Subscribers who could have chosen to be Principals but elected to be Subscribers.</p>	<p>Fees may or may not be the same as the Principals’ fee formula.</p>

**Attachment D: Board structure** -- caucuses and agency membership (based on 2016 population, assuming all agencies qualified to become Principals do so)

**Police Service Providers –10 seats**

	<b>Police Services providers</b> (excludes Bothell)  <i>All these agencies could choose to become Principals or Subscribers</i>	<b>OFM Population 2016</b>	<b>%</b>	<b>4 caucuses</b>  <i>Caucuses are created working up from smallest agencies to largest – smaller three caucuses are roughly evenly sized after deducting population of largest caucus.</i>
Caucus 1	Unincorp. Snohomish County ( <b>pop. includes contract cities</b> )	367,150	<b>48.6%</b>	48.6% <b>2 seats</b> 1 appointee must be operational staff or sheriff
Caucus 2	Everett	108,300	14.3%	14.3% <b>2 seats</b> 1 appointee must be operational staff and one must be elected
Caucus 3	Marysville	64,940	8.6%	18.8% <b>3 seats</b> 1 appointee must be operational staff and one must be elected
	Edmonds	40,900	5.4%	
	Lynnwood	36,590	4.8%	
Caucus 4	Lake Stevens	30,900	4.1%	18.3% <b>3 seats</b> 1 appointee must be operational staff and one must be elected
	Mountlake Terrace	21,090	2.8%	
	Mukilteo	21,070	2.8%	
	Mill Creek	19,900	2.6%	
	Arlington	18,620	2.5%	
	Monroe	18,120	2.4%	
	Brier	6,555	0.9%	
	Woodway	1,335	0.2%	
	Total Pop. Served	<b>755,470</b>	<b>100.00%</b>	

- Agency membership within a caucus may shift over time depending the relative population served of each agency and the number of agencies participating.
- Caucuses composed of one representative from each agency. Caucus representatives are designated by legislative body of the agency, or if local rules require, the executive. Each caucus meets to select its board members (terms of office are two years).
- Sheriff contract cities and towns —Stanwood, Snohomish, Gold Bar, Darrington, Index, Granite Falls and Sultan-- may join the new agency as Associate Agencies and participate in the selection of a non-voting Board member
- Unless otherwise noted, seats can be given to either elected officials or senior staff (Chief/Deputy/Asst.)
- There will be a single designated alternate for each board seat; each caucus will prioritize the order in which its will be called in the event of any absence in the caucus's board members.
- Where multiple board seats are shared amongst multiple agencies, no single agency will have more than 1 seat.

**Attachment D (cont'd. ) Fire Service Providers –5 seats**

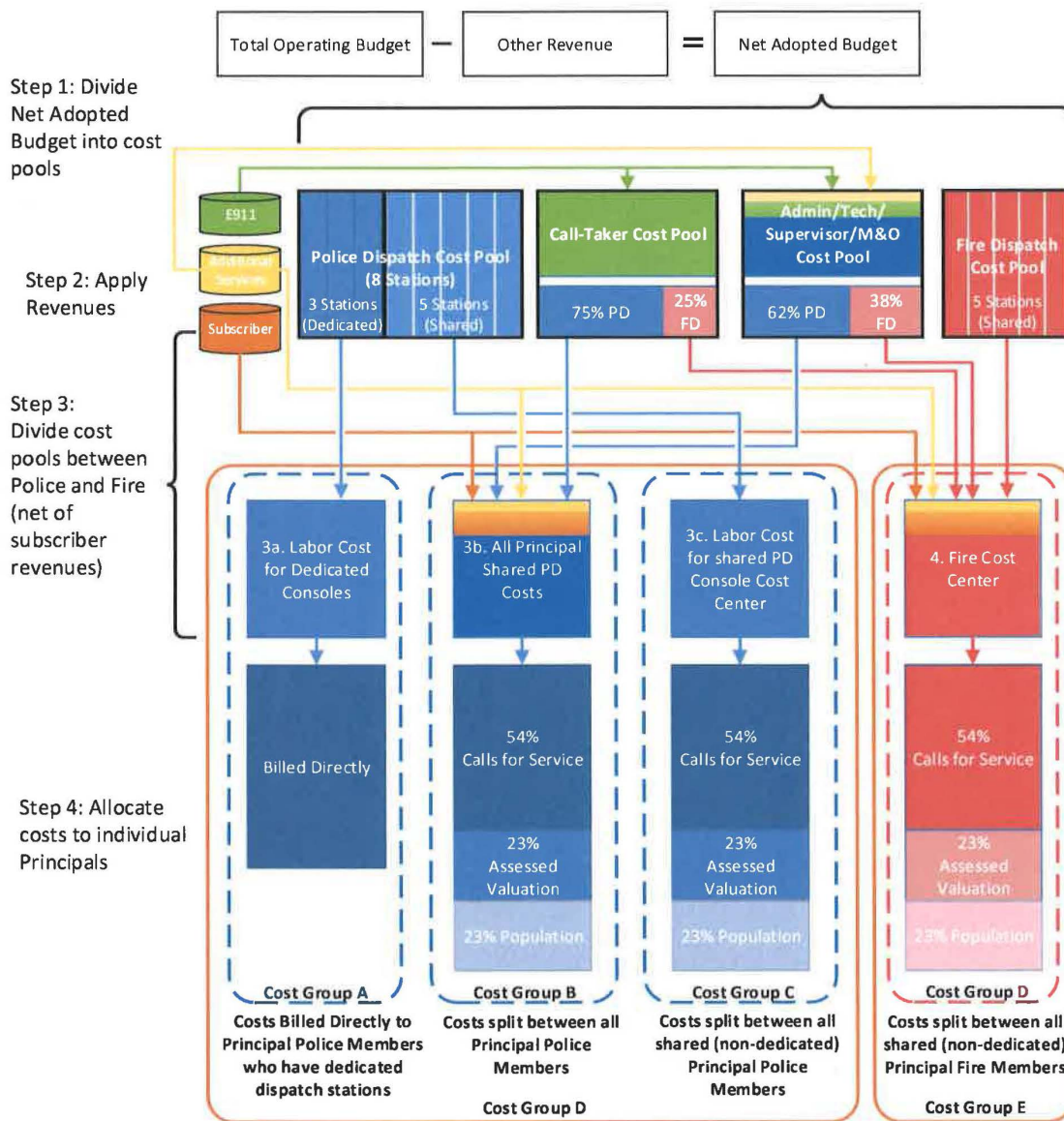
	<b>Fire Service Providers, by population served --excl. Bothell</b>	<b>Based on 2016 OFM Pop.</b>	<b>%</b>	<i>Caucuses based on share of total population served:</i>  <i>Large (14%+ )</i> <i>Medium (&gt;3% &lt;14%)</i> <i>Small (3% or less)</i>
Caucus 1	South County Fire & Rescue Regional Fire Authority (created from FD1 and Lynnwood Fire)	251,430	33.8%	<b>3 seats</b>  (58.7% of total pop. Served)
	FD #7 (incl. FD#3)	112,696	15.2%	
	Everett	108,300	14.6%	
Caucus 2	FD #12	79,452	10.7%	<b>1 seat</b>  (20.7% of total pop. served)
	FD#8	45,846	6.2%	
	FD #4	28,005	3.8%	
Caucus 3	North County RFA	22,493	3.0%	<b>1 seat</b>  (15.69% of total pop. Served)
	Mukilteo	21,070	2.8%	
	Arlington	18,620	2.5%	
	FD #17	12,591	1.7%	
	FD #21	8,517	1.1%	
	FD #5	8,437	1.1%	
	FD #15	4,942	0.7%	
	FD #22	4,883	0.7%	
	FD #26	4,546	0.6%	
	FD #19	3,300	0.4%	
	FD #24	3,112	0.4%	
	FD #16	2,783	0.4%	
	FD #25	919	0.1%	
	FD #28	541	0.1%	
FD #23	352	0.05%		
	FD #27	69	0.009%	
	<b>Total Pop. served</b>	<b>742,904</b>	<b>99.96%</b>	

- Agency membership within a caucus may shift over time depending the relative population served of each agency and the number of agencies participating.
- Caucuses composed of one representative from each agency. Caucus representatives are designated by legislative body of the agency, or if local rules require, the executive. Each caucus meets to select its board members (terms of office are two years).
- Unless otherwise noted, seats can be given to either elected officials or senior staff (Chief/Deputy/Asst.)
- There will be a single designated alternate for each board seat; each caucus will prioritize the order in which its will be called in the event of any absence in the caucus's board members.

Where multiple board seats are shared amongst multiple agencies, no single agency will have more than 1 seat.

**Attachment E:** Diagram of Principals' Assessment Formula

**[NEW AGENCY] Assessment Formula Diagram**



**Principal Assessment Calculation:**

Principal Police Non-Dedicated = Cost Group B + Cost Group C  
 Principal Police Dedicated = Cost Group A + Cost Group B  
 Principal Fire Non-Dedicated = Cost Group C

**Subscriber Assessment Calculation:**

Subscriber = Cost-Per-Call (Calculated using Cost Group D for Police and Group E for Fire (less any subscriber revenues); Subscribers who are eligible to be a Principal, who have a cost cap, will pay an additional risk premium

**SNOHOMISH COUNTY 911**  
**ARTICLES OF INCORPORATION**  
**DUE TO CONSOLIDATION**  
**CONSOLIDATION DATE:**  
**JANUARY 1, 2018**

**ARTICLES OF INCORPORATION  
DUE TO CONSOLIDATION**

**OF**

**SNOHOMISH COUNTY 911**

We, the undersigned, acting as the incorporators of a consolidated corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation Due to Consolidation (“Articles”) for such corporation.

**Article I:  
Consolidation; Plan of Consolidation;  
Name and Place of Business of Consolidated Organization**

Pursuant to Resolution No. 2017-02 adopted on October 12, 2017 by the board of directors of the Southwest Snohomish County Public Safety Communication Agency (“SNOCOM”), a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW, and Resolution No. 2017-02 adopted on October 12, 2017 by the board of directors of the Snohomish County Police Staff and Auxiliary Services Center (“SNOPAC”), a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW, at least two-thirds of each board voted in favor of consolidating SNOCOM and SNOPAC and approved a plan of consolidation (“Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW, and at such meetings a quorum was present throughout. The Plan of Consolidation approved by each board is attached hereto as Exhibit A and is incorporated herein by this reference.

Pursuant to chapters 24.03 and 24.06 RCW, as of Consolidation Effective Date (as defined in Article XIV of these Articles), SNOCOM and SNOPAC shall cease to independently exist and the consolidated corporation shall be formed as a municipal instrumentality of its members (“Principals”) pursuant to RCW 39.34.030 and shall be organized as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

The name of the corporation consolidated hereunder shall be “Snohomish County 911.” The principal place of business of this corporation shall be 1121 S.E. Everett Mall Way, Suite 200, Everett, WA, 98208, subject to change by the Governing Board (as defined below).

**Article II:  
Duration**

Snohomish County 911 shall have perpetual existence.

**Article III:  
Registered Office and Agent**

The name and address of the initial registered agent of Snohomish County 911 is: Deanna Gregory, Esq. c/o Pacifica Law Group LLP 1191 2nd Ave., Suite 2000, Seattle, WA 98101.

**Article IV:  
Purposes and Powers**

Section 1. Purposes. The purpose for which Snohomish County 911 is organized is to provide police, fire, and emergency medical services support communications to its Principals and other public and private agencies that may contract with Snohomish County 911 for such services pursuant to the terms of the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may be amended from time to time (the "Interlocal Agreement"). Snohomish County 911 shall engage in all such activities as are incidental or conducive to the attainment of the objectives of Snohomish County 911, as set out in the Interlocal Agreement.

Section 2. Definitions. All terms used in these Articles shall have the same meaning as in the Interlocal Agreement, unless specifically indicated to the contrary.

Section 3. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles, in the bylaws of Snohomish County 911 or in the Interlocal Agreement, Snohomish County 911 shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of Snohomish County 911's purposes.

Section 4. Limitation of Power. Notwithstanding any of the provisions of these Articles, Snohomish County 911 shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 or the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of Snohomish County 911 shall inure to the benefit of any director (as defined herein), officer (as defined herein) or private individual. No substantial part of the activities of Snohomish County 911 shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and Snohomish County 911 shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. Snohomish County 911 shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

**Article V:  
Amendments**

These Articles may be amended by a Supermajority Vote of the Governing Board present at any regular meeting or special meeting called for that purpose. Notice of any proposed



amendment to these Articles shall be the same notice as prescribed in the Interlocal Agreement for proposed amendments to the Interlocal Agreement.

**Article VI:  
Distribution of Assets Upon Dissolution or Liquidation**

No director, trustee, or officer of Snohomish County 911, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of Snohomish County 911 or the winding up of its affairs. Upon dissolution of Snohomish County 911, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of Snohomish County 911 and after returning, transferring, or conveying assets held by Snohomish County 911 requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of Snohomish County 911 shall be distributed by the Governing Board as provided for in the Interlocal Agreement.

“Dissenting members,” as that term is used in RCW 24.06.245 through .255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

**Article VII:  
Principals**

Principals of the Consolidated Corporation must be general purpose municipal corporations or other general purpose municipal corporations or agencies meeting the requirements of the definition of “Principal” as set forth in the Interlocal Agreement. As used in these Articles, the responsibilities of the Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. Voting by members of the Governing Board shall be as provided for in the Interlocal Agreement.

**Article VIII:  
Directors of Snohomish County 911**

Snohomish County 911 shall be governed by a governing board (the “Governing Board”) comprised of its members in the number and selected as provided in the Interlocal Agreement. For purposes of these Articles and chapter 24.06 RCW, the “members” of the Governing Board shall constitute the “directors” of Snohomish County 911 and the “Governing Board” shall serve as the “board of directors” of Snohomish County 911 as defined in RCW 24.06.005.

Under the terms of the Interlocal Agreement, a temporary transition board (the "Transition Board") shall serve as the initial Governing Board and shall be responsible for governing the Snohomish County 911 during its start-up period. The names and addresses of the members of the Transition Board (and the two designated alternates) are as follows:

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TRANSITION BOARD MEMBERS

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Bob Colinas	Mayor, City of Brier 2901 228 <sup>th</sup> St. S.W. Brier WA 98036
Steve Guptill	Asst. Fire Chief, Snohomish County Fire District #7 163 Village Court, Monroe, WA 98272
Thomas Mesaros	Councilmember, City of Edmonds 121 5 <sup>th</sup> Ave. N., Edmonds, WA 98020
Pam Pruitt	Mayor, City of Mill Creek 15728 Main Street, Mill Creek, WA 98012
Rick Smith	Police Chief, City of Marysville 1635 Grove St., Marysville, WA 98270
Ty Trenary	Sheriff, Snohomish County 3000 Rockefeller Ave., M/S 606, Everett, WA 98201

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TRANSITION BOARD ALTERNATES

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George Hurst	Councilmember, City of Lynnwood 19100 44th Ave W, Lynnwood WA 98046
Dan Templeman	Police Chief, City of Everett 3002 Wetmore Ave., Everett, WA 98201

**Article IX:  
Officers**

Officers of the Governing Board of Snohomish County 911 (“officers”) shall be selected as provided in the Interlocal Agreement. The names and addresses of the persons who are to serve as the initial officers are:

OFFICER	ADDRESS
President: Thomas Mesaros	City of Edmonds, 121 5 <sup>th</sup> Ave. N., Edmonds, WA 98020
Vice President: Ty Trenary	Snohomish County Sheriff Dept. 3000 Rockefeller Ave., M/S 606 Everett, WA 98201
Secretary: Terry Peterson	Snohomish County 911 1121 S.E. Everett Mall Way, Suite 200, Everett, WA, 98208
Treasurer: Angie Baird	Snohomish County 911 1121 S.E. Everett Mall Way, Suite 200, Everett, WA, 98208

**Article X:  
Director Liability Limitations**

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of these Articles or may be amended from time to time), a director of Snohomish County 911 may not be personally liable to Snohomish County 911 for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of Snohomish County 911 to eliminate or limit the personal liability of directors, then without any further requirement of action by the directors of Snohomish County 911, the liability of a director shall be limited to the full extent permitted by the Washington Nonprofit Miscellaneous and Mutual Corporations Act.

**Article XI:  
Indemnification**

Snohomish County 911 shall indemnify any director and officer of Snohomish County 911 who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in Snohomish County 911 to the full extent allowed by law, as presently in effect and as hereafter amended. By means of the Interlocal Agreement or a resolution or of a contract specifically approved by the Governing Board, Snohomish County 911 may also indemnify an employee, or agent to such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911.

The Governing Board of Snohomish County 911 shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of Snohomish County 911, a vote of the Governing Board of Snohomish County 911, or otherwise. No amendment to or repeal of these Articles shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Indemnification of directors and officers by Snohomish County 911 shall be consistent with the terms of the Interlocal Agreement, the Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause Snohomish County 911 to lose its exemption from federal income taxation.

**Article XII:  
Bylaws**

Bylaws of Snohomish County 911 may be adopted by the Governing Board at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles or the Interlocal Agreement. The authority to make, alter, amend or repeal bylaws is vested in the Governing Board and may be exercised at any regular or special meeting of the Governing Board. Notwithstanding anything in the foregoing, the bylaws initially approved by the Governing Board shall include a provision for the creation of an advisory budget review group comprised of some number of finance directors from Principal agencies, or other Principals' staff members with equivalent expertise, to conduct a review of the proposed budget of the Consolidated Corporation and provide timely comment and recommendations to the Governing Board with respect to the proposed budget. Membership of the advisory budget review group may be merged into a standing budget committee in the future at the Board's discretion.

**Article XIII:  
Conflicts**

In the case of any conflict between any of these Articles and the bylaws of Snohomish County 911, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

**Article XIV:  
Date of Consolidation**

As permitted by RCW 23.95.210, the effective date for the consolidation for Snohomish County 911 shall be January 1, 2018 (the "Consolidation Effective Date").

**Article XV:  
Incorporators**

The name and address of the incorporator representing SNOPAC is:

Steve Guphill, Assistant Chief, Snohomish County Fire District # 7 and Chair,  
SNOPAC Board, SNOPAC, 1121 S.E. Everett Mall Way, Suite 200, Everett, WA,  
98208.

The name and address of the incorporator representing SNOCOM is:

Jerry Smith, Mayor, City of Mountlake Terrace and Chair, SNOCOM Board,  
6204 215<sup>TH</sup> St. S.W., Mountlake Terrace, WA 98043

*[remainder of page intentionally left blank, signature page follows]*

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation  
Due to Consolidation this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Steve Gupfill, Incorporator

\_\_\_\_\_  
Jerry Smith, Incorporator

**Exhibit A**  
**Plan of Consolidation**

**(attached)**

**SECRETARY OF STATE  
STATE OF WASHINGTON  
OLYMPIA, WASHINGTON 98504**

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**CONSENT TO SERVE AS REGISTERED AGENT**

I, Deanna Gregory, attorney at Pacifica Law Group LLP, hereby consent to serve as Registered Agent, in the State of Washington, for the following:

SNOHOMISH COUNTY 911

I understand that as agent, it will be my responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the Registered Office address.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Registered Agent

Printed Name: Deanna Gregory  
Title: Attorney at Law  
Address: Pacifica Law Group LLP  
2nd Ave, Suite 2000  
Seattle, WA 98101



# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/13/2017**

<b>AGENDA ITEM:</b>	
Park Facility Fee Revision	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

On October 23, 2017, the Council approved Resolution No. 2424 revising park facility rental fees. However, the resolution contained scrivener’s errors in the form of an incorrect exhibit being attached. This resolution would correct that and the exhibit attached to this resolution accurately reflects the changes that Parks, Recreation, and Culture Director Jim Ballew described to the Council on October 23<sup>rd</sup>.

**RECOMMENDED ACTION:**  
Staff recommends that the Council approve the resolution revising park facility fees.

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, MAKING ADJUSTMENTS TO THE CITY OF MARYSVILLE  
PARKS, CULTURE, AND RECREATION 2016-2017 FEE SCHEDULE.**

WHEREAS, the City Council through Ordinance No. 3040 adopted the City of Marysville Parks, Culture, and Recreation 2016-2017 fee schedule; and

WHEREAS, the Parks, Culture, and Recreation Advisory Board (“Board”) has reviewed the fee schedule; and

WHEREAS, the Board has consider the actual costs of providing services, the Parks and Recreation Element of the City Comprehensive Plan, and budget levels set by the City Council; and

WHEREAS, the Board recommended that the City Council consider adjusting the rental fees and charges as reflected in Exhibit A; and

WHEREAS, the City Council approves of the adjustments as recommended by the Board; and

WHEREAS, the City Council approved Resolution No. 2424, but that Resolution contained scrivener’s errors; and

WHEREAS, the City Council wishes to correct the errors that appeared in Resolution 2424.

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

The City of Marysville Parks, Culture, and Recreation 2016-2017 fee schedule is amended to reflect the adjustments in park facility rental fees and charges as set forth in Exhibit A.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that this Resolution and its Exhibit A replaces Resolution No. 2424.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

**PARKS, CULTURE AND RECREATION FEE SCHEDULE  
2017 – 2018**

<u>Description</u>	<u>Time(s)</u>	<u>Fees</u>
<b><u>Rental Facilities</u></b>		
<b>Jennings Barn</b>	Hourly	\$20 per hour - up to 4 hours
	Full Day	\$125
	Non Profit Weekday	\$30 for 3 hours
<b>Picnic Shelters</b>	Full Day	\$75
<b>Ken Baxter Community Center</b>	Hourly M-Th	\$35 per hr
	Hourly Fri-Sun	\$45 per hr with 3 hour minimum
	Deposit	\$200 w/alcohol - Permit Required
<b>Marysville Opera House</b>	Full Day M-Th	\$760
	Hourly M-Th	\$95 per hr - 4 hr min.
	Non Profit Hourly M-Th	\$47.50 per hr – 4 hr min.
	Full Day Fri & Sun	\$1,550 9 am to 10 pm
	Sat & Hol.	\$2,050 9 am to 10 pm
	Deposit	\$250 w/o alcohol
	Deposit	\$500 w/alcohol - Permit Required
Down Payment		
	M-Th	\$200
	Fri-Sun	\$400

Other support costs may be assessed including security, cleanup etc.

**Concessionaire Fees**

Concerts	\$100 per season
Special Events	\$50 - \$300
Daily Fee	\$10-\$50

**Parks, Culture and Recreation Classes and Programs**

Most classes and programs are offered through Instructor Contract Agreements with fees established based upon direct costs to offer the program.

The Director of Parks, Culture and Recreation shall have the authority to approve program fees.

**PARKS, CULTURE AND RECREATION FEE SCHEDULE  
2017 – 2018**

**Athletics**

**Softball Leagues**

Summer League	\$500
Co-Ed Spring League	\$660
Men's Spring League	\$710

**Tournament /Athletics**

Single Day Tournament Fee	\$250
Two Day Tournament Fee	\$400
Softball Per Game Fee	\$16
Tennis Team Fee	\$139

**Strawberry Fields Athletic Park**

**Field Rental**

Youth Non-Lighted	Full Field 2 hour	\$26
Youth Lighted	Full Field 2 hour	\$40
Adult Non-Lighted	Full Field 2 hour	\$31
Adult Lighted	Full Field 2 hour	\$45

**Youth Spring Soccer League Fee**

Youth League Fee	\$70
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**Youth Basketball League Fee**

Youth League Fee	\$85
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**Miscellaneous Recreation Fees**

Ultimate Sports Camp	\$95
Ultimate Sports Basketball Camp	\$55
Day Camps	\$99-\$109
Mini Camps	\$49
Tiny Tot Camps	\$50-\$60
Specialty Camps	
Various Camp Offerings	\$32 - \$140

**PARKS, CULTURE AND RECREATION FEE SCHEDULE  
2017 – 2018**

**Cedarcrest Golf Course Fall Winter Rates 2016-2017 Nov-Feb**

	<b>Adult</b>	<b>Senior/Military</b>	<b>Junior</b>
18 Holes WD	\$28	\$23	\$15
18 Holes WE	\$31		
9 Holes WD	\$20	\$17	\$15
Twilight WD	\$22	\$22	\$15
Twilight WE	\$22		
Tw-Late WD/WE	\$15		
Early Bird	\$23		
9 Holes WE after noon	\$22		
18 Hole Playcard	\$300	\$225	
Playcard WE Surcharge	\$5		
Adult Annual	\$1,775	No Restrictions	
Senior Annual		\$1,155	M-F 55+ yrs
Senior Qtr Pass		\$241	M-F 80+ yrs
Fall/Winter Pass			
WD only Adult	\$275		
WD only Senior		\$200	
WE/WD	\$375	No Restrictions	
Junior pass			
Fall / Winter Pass			\$200
Rental Fees ( Per Person)			
18 Hole Cart	\$15		
9 Hole Cart	\$9		
18 Hole Twilight	\$10		
9 Hole Twilight	\$9		
Trail Fee per cart	\$9		
Pull Cart	\$6		
Rental Clubs	\$15		

**PARKS, CULTURE AND RECREATION FEE SCHEDULE  
2017 – 2018**

**Cedarcrest Golf Course Spring Summer Rates 2017 Feb-October**

	<b>Adult</b>	<b>Senior/Military</b>	<b>Junior</b>
18 Holes WD	\$33	\$26	\$15
18 Holes WE	\$38		
9 Holes WD	\$23	\$20	\$15
Twilight WD	\$23	\$23	\$15
Twilight WE	\$24		
Tw-Late WD/WE	\$15		
Early Bird	\$23		
9 Holes WE after noon	\$25		
18 Hole Playcard	\$300	\$225	
Playcard WE Surcharge	\$5		
Adult Annual	\$1,775	No Restrictions	
Senior Annual		\$1,155	M-F 55+yrs
Senior Qtr Pass		\$241	M-F 80+yrs
Junior pass			
Fall / Winter Pass			\$200
<b>Rental Fees ( Per Person)</b>			
18 Hole Cart	\$15		
9 Hole Cart	\$9		
18 Hole Twilight	\$10		
9 Hole Twilight	\$10		
Trail Fee per cart	\$8		
Pull Cart	\$6		
Rental Clubs	\$15		



# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/06/2017**

<b>AGENDA ITEM:</b>	
JAG GRANT APPLICATION	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Chief Richard Smith	
<b>DEPARTMENT:</b>	
Police	
<b>ATTACHMENTS:</b>	
Yes	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00103 010.549000	\$21,300.00
<b>SUMMARY:</b>	

Each year the DOJ provides a formulated amount of funding to local law enforcement through the JAG/BYRNE GRANT PROGRAM. This year grant funding in the amount of \$12,427.00 has been allocated to the City of Marysville. These funds will be used for the purchase a utility trailer and a ATV for police use. The utility trailer will be used for transporting equipment for training purposes and community events. The ATV will be used for patrolling the parks and other areas such as homeless encampments.

**RECOMMENDED ACTION:**

Approval to receive JAG/BYRNE GRANT LOCAL Funds to purchase a utility trailer and an ATV for police use.

**PROGRAM ABSTRACT FY 2017**

**NAME:** Marysville Police Department, City of Marysville  
**TITLE:** Officer Safety Trailer and ATV  
**GOALS:** Increased Officer Safety

**Proposed Purchases:** The Marysville Police Department needs to purchase a utility trailer for patrol use, as well as an ATV that will be used for patrol. Our SWAT Team attends training yearly and must rent a vehicle to transport the equipment and supplies for training. In addition to this use, our officers go to community events with police vehicles and it is necessary to bring other items to provide for community interests and public meetings. The city of Marysville has a growing number of homeless encampments and drug related transients. Our demographics include many wooded areas and trails around our parks. The ATV will be painted with police logo and patch clearly indicating it is a police vehicle. This will be used specifically for patrol officers to go into areas that are not accessible by four wheeled patrol vehicles. For the safety of the community it is vital that officers are able to contact and remove any illegal campers and transients. The parks and trails are part of our community's attractiveness and they must be clear of drug users and the homeless. Our citizens rely on police to keep all areas of our city safe and to increase the presence of police even in unpopulated areas.

**Budgetary Need:** In 2017, the Marysville Police Department hired five additional officers to meet the demand of our growing city. We currently have three (3) vacant police officer positions that we will be filling this year. The budget priority is the salary and benefits for these positions. For that reason, funds are not budgeted for such items as a trailer or ATV. Neither of these purchases are budgeted for in 2017 or 2018. Marysville is a growing city with a population of 64,400 and growing. With public safety our priority, with the approval of our funding expenditures, we will increase safety, to both citizens and officers.

2017 WASHINGTON LOCAL JAG ALLOCATIONS				
<p>Listed below are all jurisdictions in the state that are eligible for FY 2017 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: <a href="https://www.bja.gov/jag/pdfs/JAG-Technical-Report.pdf">https://www.bja.gov/jag/pdfs/JAG-Technical-Report.pdf</a> and current JAG Frequently Asked Questions here: <a href="https://www.bja.gov/Funding/JAGFAQ.pdf">https://www.bja.gov/Funding/JAGFAQ.pdf</a></p> <p><b>Finding your jurisdiction:</b></p> <p>(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.</p> <p>(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.</p> <p>(3) Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <a href="https://www.bja.gov/Funding/JAGMOU.pdf">https://www.bja.gov/Funding/JAGMOU.pdf</a>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.</p>				
State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WA	BREMERTON CITY	Municipal	\$22,211	
WA	EVERETT CITY	Municipal	\$42,224	
WA	KITSAP COUNTY	County	\$37,212	
WA	LAKEWOOD CITY	Municipal	\$41,537	
WA	MARYSVILLE CITY	Municipal	\$12,427	
WA	MASON COUNTY	County	\$10,058	
WA	OLYMPIA CITY	Municipal	\$18,503	
WA	PUYALLUP CITY	Municipal	\$11,157	
WA	SKAGIT COUNTY	County	\$10,608	
WA	SNOHOMISH COUNTY	County	\$43,906	
WA	SPOKANE VALLEY CITY	Municipal	\$26,193	
WA	THURSTON COUNTY	County	\$24,579	
	<b>Local total</b>		<b>\$1,660,846</b>	

WASHINGTON LOCAL GOVERNMENTS				
State	Local Government Name	Government Type	2017 Value	2018 Value
WA	BENTON COUNTY	County	*	
WA	BLENHEWICK CITY	Municipal	\$20,219	\$20,219
WA	CLALLAM COUNTY	County	*	
WA	PORT ANGELES CITY	Municipal	\$10,024	\$10,024
WA	CLARK COUNTY	County	\$30,243	
WA	VANCOUVER CITY	Municipal	\$63,302	\$93,545
WA	COWLITZ COUNTY	County	*	
WA	LONGVIEW CITY	Municipal	\$15,448	\$15,448
WA	FRANKLIN COUNTY	County	*	
WA	PASCO CITY	Municipal	\$17,061	\$17,061
WA	GRANT COUNTY	County	*	
WA	MOSES LAKE CITY	Municipal	\$10,813	\$10,813
WA	KING COUNTY	County	\$39,993	
WA	AUBURN CITY	Municipal	\$31,514	
WA	BELLEVUE CITY	Municipal	\$14,555	
WA	BURIEN CITY	Municipal	\$21,730	
WA	DES MOINES CITY	Municipal	\$11,466	
WA	FEDERAL WAY CITY	Municipal	\$35,393	
WA	KENT CITY	Municipal	\$35,049	
WA	RENTON CITY	Municipal	\$26,948	
WA	SEATAC CITY	Municipal	\$17,954	
WA	SEATTLE CITY	Municipal	\$406,964	
WA	TUKWILA CITY	Municipal	\$16,409	\$657,975
WA	PIERCE COUNTY	County	\$109,233	
WA	TACOMA CITY	Municipal	\$175,075	\$284,308
WA	SPOKANE COUNTY	County	\$18,812	
WA	SPOKANE CITY	Municipal	\$124,681	\$143,493
WA	WALLA WALLA COUNTY	County	*	
WA	WALLA WALLA CITY	Municipal	\$12,942	\$12,942
WA	WHATCOM COUNTY	County	\$13,113	
WA	BELLINGHAM CITY	Municipal	\$22,828	\$35,941
WA	YAKIMA COUNTY	County	\$10,333	
WA	YAKIMA CITY	Municipal	\$48,129	\$58,462

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
<b>5. APPLICANT INFORMATION</b>			
Legal Name City of Marysville		Organizational Unit Marysville Police Department	
Address 1635 Grove Street Marysville, Washington 98270-4301		Name and telephone number of the person to be contacted on matters involving this application  Langdon, Sandy (360) 363-8000	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 91-6001459		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA: Edward Byrne Memorial Justice Assistance Grant TITLE: Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Community Policing: ATV for Parks Patrol, Utility Trailer for Training, Event Response, Community Events	
12. AREAS AFFECTED BY PROJECT Snohomish County, City of Marysville			
13. PROPOSED PROJECT Start Date: September 01, 2017 End Date: September 01, 2019		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project WA02	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$12,427		
Applicant	\$8,873		
State	\$0		
Local	\$0		

Other	\$0	Program is not covered by E.O. 12372
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$21,300	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program  
FY 2017 Local Solicitation

Certifications and Assurances  
by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3733 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

Approved as to form

\_\_\_\_\_  
Jon Walker, City Attorney



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373**

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1554 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
  - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3735a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDJ, including by OJP and by the USDJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction
Name of Applicant Government Entity (i.e., the applicant to the FY 2017 OJP Program identified below)	

*FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program*

Approved as to form

38

BJA-2017-11301

Jon Walker, City Attorney

**PROGRAM NARRATIVE FY 2017**

**NAME:** Marysville Police Department, City of Marysville  
**TITLE:** COMMUNITY POLICING  
**GOALS:** Increased Public Awareness

**Statement of the Problem:** The city of Marysville has a growing number of homeless encampments and drug related transients. Our demographics include many wooded areas and trails around our parks. We will purchase an ATV with trailer that will be painted with police logo and patch clearly indicating it is a police vehicle. This will be used specifically for patrol officers to go into areas that are not accessible by four wheeled patrol vehicles. For the safety of the community it is vital that officers are able to contact and remove any illegal campers and transients. The attached trailer will allow for immediate removal of refuse from the illegal campsites. The parks and trails are part of our community's attractiveness and they must be clear of drug users and the homeless. The ATV will provide officer safety in these areas so that they do not have to approach on foot thereby leaving their patrol vehicle a great distance away. We will purchase a utility trailer that will allow our SWAT Team to attend training yearly which previously we had to rent a vehicle to transport the equipment and supplies for training. This trailer will also be used by our Crisis Intervention Team, our Hostage Negotiations Team and School Resource Officers as needed at major crime events. In addition this trailer will allow our officers go to community events and bring other items for presentation for community gatherings and crime prevention education. Neither of the above purchases are budgeted for in 2017 or 2018.

**Project Design and Implementation:** These officer safety and community awareness purposes are in line with our vision, mission, and goals as a Department. Community Policing is one of

the highest priority that is held by the Marysville Police Department. Our officers have a high visibility throughout the city. The utility trailer and the ATV will be clearly marked with police emblems and city logo. Whether the trailer is used for attending training or public events, and the ATV in use for crime prevention and homeless reduction, citizens will see that the police are present and approachable. Marysville has a population of 64,400, and is growing at a rate faster than any other city in Snohomish County. With public safety our priority, with the approval of our funding expenditures, we will increase safety to both citizens and officers. We will purchase these items prior to 12/31/2018.

**Budgetary Need:** In 2017, the Marysville Police Department hired five additional officers to help meet the demand of our growing city. There are still three (3) vacant patrol officer positions that need to be filled to bring our agency to full capacity per budgetary allowance. Hiring has been the priority for 2017. That being said salary and benefits remain a priority over supplies, or items such as a utility trailer and ATV. Our SWAT Team attends training yearly and must rent a vehicle to transport the equipment and supplies for training. This purchase will be fiscally responsible and avoid rental fees. In addition to this use, our officers go to community events with police vehicles and it is necessary to bring other items to provide for community interests and public meetings. The cost of this trailer will be a result of a State bid.

The vision of the Marysville Police Department is that the men and women of the Marysville Police Department are dedicated to providing the highest caliber of police work for the citizens of Marysville, as we strive to be one of the finest law enforcement organizations in the State of Washington. This requires officer safety and wellness be our priority when providing service.

The vision of the Marysville Police Department is "Service with Honor". The mission of the Marysville Police Department is our team is committed to providing outstanding service in partnership with our community to enhance our city's safety, growth, and livability.

The values of the Marysville Police Department are:

- Accountability, we value the trust that has been placed in us by those we are sworn to serve, and are committed to holding ourselves to a higher standard to continually earn their respect.
- Courage, we recognize the hazards inherent in our profession and we shall not hesitate to step forward and protect those who cannot protect themselves.
- Leadership, we commit to empowering others by providing purpose, direction, motivation, and opportunity while striving to accomplish our mission and improving the organization.
- Integrity, we are dedicated to maintaining the highest professional and ethical standards by embracing the principles of honesty, trust, and respect.
- Professionalism, we do not waiver from the path of our obligations; serving others by protecting life, rights, and property while obeying and enforcing the law without bias or prejudice.

With staffing needs a priority at this time, we do not have the funds within the budget to purchase these community policing purchases. With the use of Seizure Funds to augment our purchase both the utility trailer and the ATV will be used in drug reduction related functions.

**Timeline:** These items will be purchased when we receive the JAG Award letter. All items will be purchased prior to 12/31/2019.



# MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



## BUDGET Narrative

### Budget :

A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Equipment	\$12,427

- (1) Utility trailer for police use, and an ATV for patrol

The City of Marysville prepared a 2017-2018 bi-annual budget that does not include funds for the requested purchases. The budget for small tools this year was 12K and that has been expended with items related to hiring five new officers. We anticipate hiring three additional officers to fill vacant positions.

The Marysville Police Department would like to purchase a utility trailer for police patrol use. This trailer will be towed to police events such as SWAT Training, firearms training, community events, and other police functions. The City of Marysville will purchase this trailer under the “State Bid” system to ensure we are able to get this trailer at the lowest possible price. The trailer will be detailed with the Marysville Police logo and badge and any other accessories as needed. This purchase eliminates the cost of vehicle rentals throughout the year.

We would also like to purchase an ATV. The ATV will be painted with police logo and patch clearly indicating it is a police vehicle. This will be used specifically for patrol officers to go into areas that are not accessible by four wheeled patrol vehicles. For the safety of the community it is vital that officers are able to contact and remove any illegal campers and transients. This will

1635 Grove Street, Marysville, Washington 98270  
360-363-8300



# MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



allow for the collection of removal of illegal camp refuse. The parks and trails are part of our community's attractiveness and they must be clear of drug users and the homeless. All costs that exceed the grant allocation of \$12,427 will be paid out of Drug Seizure Funds.

Description	Quantity	Cost	Total
Utility Trailer purchased on State Bid	1	8,300	8,300
Polaris ATV	1	13,000	13,000
<b>Total</b>			<b>\$21,300</b>
<b>PAID FOR WITH SEIZURE FUNDS</b>			<b>\$8,873</b>

1635 Grove Street, Marysville, Washington 98270  
360-363-8300

# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 11/13/17**

<b>AGENDA ITEM:</b>	
Supplemental Agreement #1 for Feldman & Lee, P.S.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
Supplemental Agreement #1	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The proposed supplemental agreement No. 1 provides for a three year (2018-2020) extension of the professional services agreement between the City and Feldman & Lee, P.S. for public defender services for indigent criminal defendants charged under the city of Marysville Municipal Court who qualify for appointed counsel. Marysville has utilized the services of Feldman & Lee, P.S. since 2010. The firm is contracted to provide qualified personnel and facilities necessary for the work and services identified within the contract. The work must be performed City’s specifications, guidelines and/or rules specified by the State Office of Public Defense, and/or the Washington State Supreme Court.

The agreement addresses the caseload limits established by the Washington State Supreme Court and in effect since January 1, 2015. In addition, the Memorandum Decision dated December 4, 2013, in Wilbur v. City of Mount Vernon, United States District Court for the Western District of Washington Case No. C11-1101RSL, provides additional guidance on the delivery of public defense services, including municipal responsibilities for funding, administering and monitoring a constitutionally adequate public defense program under the Sixth Amendment to the U.S. Constitution.

The proposed fee for 2018 is \$48,000 per month, or \$576,000 annually. Based on the caseload limits established by the Supreme Court, this provides for four attorneys at \$12,000 per attorney per month. The prior contract amount established in 2014 was \$42,000 per month, or \$504,000 annually. The 2017 increase provides for both inflation and costs of providing the full services identified through the 2015 standards.

The proposed fee for 2019 is \$50,000 per month, or \$600,000 annually. This assumes caseload will remain at current 2017 levels, providing for four attorneys at \$12,500 per month.

The proposed fee for 2020 is \$52,000 per month, or \$624,000 annually, providing for four attorneys at \$13,000 per attorney per month.

<b>RECOMMENDED ACTION:</b> Staff recommends that City Council approve the public defense service agreement with Feldman & Lee, P.S.
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**SUPPLEMENTAL AGREEMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND FELDMAN AND LEE, P.S.**

**THIS SUPPLEMENTAL AGREEMENT NO. 1** (“Supplemental Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Feldman and Lee, P.S., a professional services corporation (“Firm”).

WHEREAS, the parties hereto have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the “Original Agreement”), said Original Agreement being dated December 15, 2014; and

WHEREAS, both parties desire to supplement the Original Agreement, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement, by extending the Contract Term;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Section 2 of the Original Agreement, “COMPENSATION”, is amended to read:

“Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2018 Forty-eight thousand dollars (\$48,000.00) per month. This flat monthly fee is based on twelve thousand dollars (\$12,000.00) per attorney.

For 2019 Fifty thousand dollars (\$50,000.00) per month. This flat monthly fee is based on twelve thousand five hundred dollars (\$12,500.00) per attorney.

For 2019 Fifty-two thousand dollars (\$52,000.00) per month. This flat monthly fee is based on thirteen thousand dollars (\$13,000.00) per attorney.

2. Section 3 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2020.

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3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

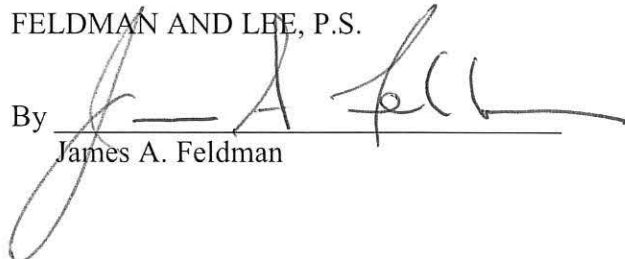
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CITY OF MARYSVILLE

FELDMAN AND LEE, P.S.

By \_\_\_\_\_  
Jon Nehring, Mayor

By \_\_\_\_\_  
James A. Feldman



ATTEST/AUTHENTICATED:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

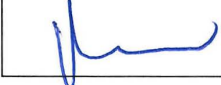
Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2017**

<b>AGENDA ITEM:</b> First Street Bypass Project Supplement No. 1 to Professional Services Agreement with BergerABAM, Inc.	
<b>PREPARED BY:</b> Steve Miller, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works / Engineering	
<b>ATTACHMENTS:</b> PSA Supplement No. 1	
<b>BUDGET CODE:</b> 30500030.563000, R0901	<b>AMOUNT:</b> \$62,766.00
<b>SUMMARY:</b>	

On February 13, 2017, Council authorized the Mayor to execute a contract with BergerABAM, Inc. to provide professional engineering design services for the First Street Bypass project. The scope under this contract included development of plans, specifications and cost estimate for roadway replacement and improvement between State Avenue and Alder Avenue along the existing First Street alignment, and for a new roadway link extending First Street from Alder to 47<sup>th</sup> Avenue NE.

Additional engineering services are requested for the design of a new water line as part of the roadway improvements. The existing line between State and Alder is over 50 years old and near the end of its service life. In addition, the roadway improvements include bioinfiltration facilities to handle and infiltrate stormwater, and excavation and installation of these is expected to disturb and destabilize the existing water line. Adding the design scope will allow replacement of the line during construction of the roadway at an economical cost, while roadway work is being done, and while the Contractor is onsite and can efficiently perform the work at reduced impact to the traveling public.

Additional engineering services are also requested to develop an irrigation and planting plan necessary to support low impact development (LID) biofiltration facilities between State and Alder, and to support the planting strip incorporated as part of the shared use path, between Alder and 47<sup>th</sup> Avenue. Use of both LID facilities and the shared use path were not included in the original scope, but were identified as part of the effort to develop the preferred alignment during the 30% design phase. Development of a planting plan and use of drip irrigation will provide a basis to develop a suitable and interesting mix of ornamental plants that will be attractive and enhance user experience and will minimize use of City staff time needed for maintenance.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the attached Supplement No. 1 to the City’s agreement with BergerABAM, Inc. to provide additional professional services required for the First Street Bypass project.</p>
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**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE  
AND BERGERABAM, INC.**

This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of November, 2017, between the City of Marysville, hereinafter called the "City" and BergerABAM, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for consulting services to prepare and deliver 100% plans, specifications and a final cost estimate for the First Street Bypass project and to provide related engineering, permitting, and right-of-way acquisition services, hereinafter called the "Project," said Agreement being dated February 13<sup>th</sup>, 2017; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for the replacement of the existing water main, and to provide an irrigation and planting plan, and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated February 13<sup>th</sup>, 2017, shall remain in full force and effect, except as modified in the following sections:

1. Section 1 of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Section 3 of the Original Agreement, "COMPENSATION", is amended to include the additional Consultant fee of \$62,766.00 as described in Exhibit A1. The second sentence shall be amended and shall read as follows: "...shall the compensation paid to the Consultant under this Agreement exceed One Million Six Hundred Fifty Eight Thousand One Hundred Eighty Seven Dollars and Zero Cents (**\$1,658,187.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$1,595,421.00
Supplemental Agreement No.1	\$62,766.00
Supplemental Agreement No.2	\$ _____
Supplemental Agreement No.3	\$ _____
Grand Total	\$1,658,187.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

\_\_\_\_\_

By: \_\_\_\_\_  
Jon Nehring, Mayor

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jon Walker, City Attorney

EXHIBIT A1

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT

EXHIBIT A1

SCOPE OF WORK FEE  
DETERMINATION

SUPPLEMENTAL AGREEMENT NO. 1  
FIRST STREET BYPASS PROJECT

**EXHIBIT A1 - SCOPE OF WORK FOR PLANS, SPECIFICATIONS, AND ESTIMATE  
MODIFICATIONS CITY OF MARYSVILLE FIRST STREET BYPASS  
PROJECT NO. R0901**

**PROJECT BACKGROUND AND OBJECTIVES**

No changes to this section.



**EXHIBIT A1  
SCOPE OF WORK FOR ENGINEERING SERVICES  
FIRST STREET BYPASS**

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## **INTRODUCTION**

### **GENERAL PROJECT ASSUMPTIONS**

The following additional list of assumptions is included to confirm the understanding between the CITY and the CONSULTANT and will be used to guide the work.

- Because of the adjacent soil conditions, it is anticipated that low-impact design (LID) will be possible along First Street between State and Alder avenues.

The following detailed task descriptions define the scope of work (and associated engineering fee estimate) for the authorized tasks addressing the final design phase of the project.

#### **1.0 GENERAL ACTIVITIES**

No change to this task.

#### **2.0 SURVEY AND BASE MAPPING**

No change to this task.

#### **3.0 TRAFFIC ANALYSIS**

No change to this task.

#### **4.0 GEOTECHNICAL ENGINEERING**

No change to this task. See subtask changes below.

##### **4.1 Geotechnical Investigation and Reports**

No change to this subtask.

##### **4.1.1 Data Collection and Review**

No change to this subtask.

##### **4.1.2 Field Investigation**

This subtask is supplemented with the following.

The SUBCONSULTANT will use results from soils testing on adjacent projects (First Street LID and Third Street improvements) to establish baseline infiltration rates. The CITY will also core existing pavement sections as needed for SUBCONSULTANT use in pavement design.

##### **Assumptions**

- The CITY will provide infiltration testing results from adjacent projects. This is currently assumed to be 2 inches per hour.
- CITY crews will core existing pavement as needed by the SUBCONSULTANT for their pavement design efforts. The SUBCONSULTANT expects to require three cores.

##### **Deliverables**

- Infiltration results will be included in the geotechnical data and engineering report.

#### **4.1.3 Laboratory Testing**

No change to this subtask.

#### **4.1.4 Geotechnical Analysis**

No change to this subtask.

#### **4.1.5 Geotechnical Data and Engineering Report**

No change to this subtask.

### **5.0 SCHEMATIC DESIGN**

#### **5.1 Preliminary Concepts**

Based on meetings and discussions with the CITY, the CONSULTANT shall provide a single (rather than up to three) preliminary concept for the First Street corridor. The concept will identify critical design elements for the First Street Bypass corridor and will address First Street intersections; roadway alignment; cross section; all roadway features within the ROW, including illumination; and any improvements to adjacent roadways. No screening will be required.

##### **Assumptions**

- The concept will provide a 12-foot shared use path on the south side of First Street, with a bicycle lane but no sidewalk on the north side between Alder Avenue and 47th Avenue.
- Bioretention facilities of 6 feet 6 inches will be provided on the north and south side of First Street between State Avenue and Alder Avenue.

A boulevard strip will be provided on the south side of First Street between Alder Avenue and 47th Avenue.

##### **Deliverables**

- Draft summary design memorandum
- Final summary design memorandum

### **6.0 PERMITTING PS&E**

No change to this task.

#### **6.7 Waterline (NEW SUBTASK)**

The CONSULTANT shall propose a waterline to be installed in the First Street roadway from State Avenue to 47th Avenue to the CITY for review and comment at the completion of the preliminary design phase of the project. The CONSULTANT shall provide a preliminary water system schematic for CITY review. The CONSULTANT shall incorporate the CITY's comments for final PS&E submittal.

##### **Assumptions**

- Water facilities will be located approximately four feet from the face of curb on the north side of First Street.
- Hydrants will be included in the layout.
- Water service stub locations will be coordinated with the CITY.
- CONSULTANT will make waterline connections at Quinn Avenue and 47th Avenue NE to create loops and eliminate dead ends.
- Waterline shall be located to avoid impacts and/or relocation due to future widening of First Street to the north in the future.

## **7.0 STORM DRAINAGE DESIGN**

### **7.1 Storm Drain Design**

The CONSULTANT shall perform the following.

- Design project stormwater facilities, including pipes, inlets, catch basins, associated structures, and biofiltration facilities.

#### **Assumptions**

- Stormwater runoff from the project will be conveyed to bioretention facilities between State Avenue and Alder Avenue on both sides of First Street.
- Stormwater runoff will infiltrate between State and Alder avenues. The infiltration rate will be tested during geotechnical investigations.
- Flow increases to the downstream onsite system from First Street shall be quantified and provided to the CITY for review and consideration. The CITY is prepared to manage flow increases with ongoing stormwater management practices.

### **7.2 Stormwater Treatment Pond and/or LID Facilities**

This subtask is supplemented with the following.

The CONSULTANT shall also perform an analysis of areas adjacent to the roadway corridor and within the project footprint to determine their appropriateness and feasibility to install LID facilities, such as biofiltration facilities. It is expected the analysis will indicate that the available area for LID facilities is adequate for treating runoff, and the CONSULTANT shall develop contract documents to include these facilities.

#### **Assumptions**

- Stormwater runoff from the project will be collected and conveyed to biofiltration facilities located between State Avenue and Alder Avenue, on both sides of First Street.

**Deliverables**

- Draft drainage report (one electronic and two hard copy)
- Final drainage report (one electronic and two hard copy)

**7.3 Stormwater Hydroperiod Analysis (NEW SUBTASK)**

The CONSULTANT shall perform a hydroperiod analysis of stormwater runoff flowing into existing wetland areas to determine the impact on the wetland hydrology.

**Assumption(s)**

- All necessary stormwater runoff information is currently available to the CONSULTANT through the city.

**Deliverable(s)**

- Draft hydroperiod analysis (one electronic and two hard copy)
- Final hydroperiod analysis (one electronic and two hard copies)

**8.0 RIGHT-OF-WAY AND PLAN PREPARATION**

No change to this task.

**9.0 90 PERCENT AND FINAL ROADWAY DESIGN PS&E**

The CONSULTANT shall propose plantings to be installed in the bioretention facilities and street trees and plantings for the boulevard and wetland seeding to the CITY for review and comment at the completion of the preliminary design phase of the project. The CONSULTANT shall provide a preliminary irrigation system schematic for CITY review. The CONSULTANT shall incorporate the CITY's comments for final plans, specifications, and cost estimates (PS&E) submittal.

**Assumptions**

- Bioretention facilities between State and Alder Avenues will be planted to match the character shown between State Avenue and Cedar Avenue for the First Street Low Impact Development and Road Improvement Project.
- Ornamental plantings will be provided in the boulevard on the south side of First Street between Alder Avenue and 47th Avenue. An irrigation system will be designed for this area.
- Underground drip irrigation will be provided for temporary irrigation of the planted bioretention facilities and boulevard along First Street.
- Only seeding will be required in the temporarily impacted wetland areas.
- No temporary irrigation will be required to establish wetland plants.

New utility plans, including relocation of the waterline from State Avenue to 47th Avenue, will also be included.

**10.0 STRUCTURAL ENGINEERING**

No change to this task.

**11.0 ENVIRONMENTAL PERMITTING AND SUPPORT**

No change to this task.

**12.0 UTILITY COORDINATION**

No change to this task.

**13.0 SIGNAL AND ILLUMINATION DESIGN**

No change to this task.

**14.0 DIRECTED SERVICES**

No change to this task.

**15.0 AD, BID, AND AWARD**

No change to this task.

**DESIGN CRITERIA TO BE USED FOR THE PROJECT**

No change to the design criteria.

**ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY**

No change to this list.

**SCHEDULE**

No change to the schedule.

EXHIBIT A1  
**EXHIBIT E-1: CONSULTANT FEE DETERMINATION**  
**FIRST STREET BYPASS**

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT  
**BergerABAM Costs**

**DIRECT SALARY COSTS (DSC) for BergerABAM, Inc.**

<u>Personnel</u>	<u>Hours</u>		<u>Hourly Rate</u>		<u>Direct Salary Cost</u>
1 Principal	0	X	\$90.63	= \$	-
2 Project Manager	64	X	\$59.86	= \$	3,831.04
3 Project Engineer	180	X	\$41.35	= \$	7,443.00
4 Civil Designer	0	X	\$40.10	= \$	-
5 Natural Resources	4	X	\$49.60	= \$	198.40
6 Landscape Architect	55	X	\$48.50	= \$	2,667.50
7 CADD/Graphics	160	X	\$38.14	= \$	6,102.40
8 Proj Coord/Admin	0	X	\$34.72	= \$	-
	<u>463</u>				
<b>TOTAL DIRECT SALARY COSTS (DSC) = \$</b>					<b>20,242</b>
Escalation = 7.50%					\$ 21,761
Overhead (OH) 168.00% of (DSC ) = \$					36,558
Profit 10.00% of (DSC + OH) = \$					5,832
<b>TOTAL SALARY COSTS (DSC + OH + FF) = \$</b>					<b>62,632</b>

**DIRECT NONSALARY COSTS (DNSC)**

Mileage for Site Visits & Meetings	250	miles @ \$ 0.535	\$	134
<b>TOTAL REIMBURSABLE EXPENSES (DNSC) = \$</b>				<b>134</b>

<b>TOTAL BERGER/ABAM FEE = \$</b>	<b>62,766</b>
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**SUBCONSULTANTS**

DKS Associates		
Shannon and Wilson	\$	-
Beyler Consulting	\$	-
Universal Field Services		
Drayton Archaeology		
Louis Berger Group		

<b>TOTAL SUBCONSULTANT FEES = \$</b>	<b>-</b>
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<b>TOTAL AUTHORIZED AMOUNT = \$</b>	<b>62,766</b>
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<b>TOTAL CONTRACT AMOUNT = \$</b>	<b>62,766</b>
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EXHIBIT A1 SUPPLEMENTAL AGREEMENT NO. 1 FIRST STREET BYPASS PROJECT  
**EXHIBIT E - PROJECT FEE DETERMINATION**  
**BERGERABAM INC - BLENDED HOURLY RATES BY JOB CLASSIFICATION**

Classification	Name	Base Wage Rate	% Participation	Blended Hourly Rate
Officer	Bob Fernandes	\$90.63	100%	\$90.63
			100%	
Project Manager	Ross French	\$59.86	100%	\$59.86
			100%	
Project Engineer	Jessica Aquilar	\$52.93	20%	\$41.35
	Susann Babaei	\$38.46	80%	
			100%	
Civil Designer	John Reyes	\$39.81	80%	\$40.10
	Lee Childress	\$41.20	20%	
			100%	
Environmental Scientist	Dan Roscoe	\$45.34	80%	\$49.60
	Brian Carrico	\$66.82	20%	
			100%	
Landscape Architecture	Sam Jones	\$32.36	20%	\$48.50
	Dan Wojtala	\$46.83	60%	
	David Sacamano	\$69.57	20%	
			100%	
CADD Operators/Graphics	Jef Blake	\$53.32	20%	\$38.14
	Mark Enos	\$33.70	70%	
	Aaron Savage	\$38.85	10%	
			100%	
Project Coordinator/Admin	Nora Bretana	\$33.70	10%	\$34.72
	Kelly Robinson	\$34.23	70%	
	Madeleine Dulemba	\$49.00	10%	
	Laura Townsend	\$24.90	10%	
			100%	



	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
<b>1.0 GENERAL ACTIVITIES</b>									
<b>1.1 Project Management and Invoicing</b>									
Assume 24 months duration @ 4 hours each month									
Subtotal: Subtask 1.1	---	---	---	---	---	---	---	---	---
<b>1.2 Consultant Team Meetings and Coordination</b>									
Assume 2 meetings per month for 2 months @ 1 hrs each									
Subtotal: Subtask 1.2	---	---	---	---	---	---	---	---	---
<b>1.3 Meetings and Coordination with City of Marysville</b>									
Assume 1 meeting per month for 2 months @ 4 hours each									
Subtotal: Subtask 1.3	---	---	---	---	---	---	---	---	---
<b>1.4 Quality Assurance</b>									
Subtotal: Subtask 1.4	---	---	---	---	---	---	---	---	---
Subtotal: Task 1.0 General Activities	---	---	---	---	---	---	---	---	---
<b>2.0 SURVEY AND BASE MAPPING</b>									
Coordination with Surveyor and Review of Data		0							
Subtotal: Task 2.0 Survey And Base Mapping	---	---	---	---	---	---	---	---	---
<b>3.0 TRAFFIC ANALYSIS</b>									
Coordination with Traffic Engineer and Review of Data		0							
Subtotal: Task 3.0 Traffic Analysis	---	---	---	---	---	---	---	---	---
<b>4.0 GEOTECHNICAL ENGINEERING</b>									
Coordination with Geotechnical Engineer and Review of Data		0							
Subtotal: Task 4.0 Geotechnical Engineering	---	---	---	---	---	---	---	---	---
<b>5.0 SCHEMATIC DESIGN</b>									
Draft Alternatives Analysis Meetings (3), includes preparation									
Draft Summary Memo									
Comment Resolution & Final Memo									
Subtotal: Task 5.0 Schematic Design	---	---	---	---	---	---	---	---	---
<b>6.0 PERMITTING PLANS (30% PS&amp;E)</b>									
<b>6.1 Preliminary Roadway Plan (7 sheets)</b>									

	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
Subtotal: Subtask 6.1 Preliminary Roadway Plan (7 Sheets)	---	---	---	---	---	---	---	---	---
<b>6.2 Preliminary Roadway Profile (7 sheets)</b>									
Subtotal: Subtask 6.2 Preliminary Roadway Profile (7 Sheets)	---	---	---	---	---	---	---	---	---
<b>6.3 Cross Sections (2 sheets)</b>									
Subtotal: Subtask 6.3 Cross Sections (2 Sheets)	---	---	---	---	---	---	---	---	---
<b>6.4 Channelization Plans (7 sheets)</b>									
Subtotal: Subtask 6.4 Channelization Plans (7 Sheets)	---	---	---	---	---	---	---	---	---
<b>6.5 Drainage Plans and Profiles (10 sheets)</b>									
Subtotal: Subtask 6.5 Drainage Plans And Profiles (10 Sheets)	---	---	---	---	---	---	---	---	---
<b>6.6 Reviews and Draft Summary of Design Criteria</b>									
Subtotal: Subtask 6.6 Reviews And Draft Summary Of Design Criteria	---	---	---	---	---	---	---	---	---
<b>6.7 Irrigation and Landscape (New Subtask)</b>									
Subtotal: Subtask 6.7 Irrigation And Landscape (New Subtask)	---	---	---	---	---	---	---	---	---
<b>6.8 Waterline (New Subtask)</b>			4	20			20		
Subtotal: Subtask 6.8 Waterline (New Subtask)	---	4	20	---	---	---	20	---	44
Subtotal: Task 6.0 Permitting Plans (30% Ps&E)	---	4	20	---	---	---	20	---	44
<b>7.0 STORM DRAINAGE DESIGN</b>									
<b>7.1 Storm Drainage Design</b>									
Collect Existing Information									
Draft Drainage Report									
Address Comments									
Final Drainage Report									
<b>7.2 Stormwater Treatment Pond and/or LID Facilities</b>									
<b>7.3 Hydroperiod Analysis</b>			4	16		4			
Subtotal: Task 7.0 Storm Drainage Design	---	4	16	---	4	---	---	---	24

EXHIBIT A1  
EXHIBIT E-1 - CONSULTANT FEE DETERMINATION  
FIRST STREET BYPASS

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT

BergerABAM Labor  
10/30/2017

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	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
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**8.0 RIGHT OF WAY AND PLAN PREPARATION**

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**8.1 Research**

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	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
Subtotal: Subtask 8.1 Research									
<b>8.2 Right of Way Plans</b>									
<i>See Sheet Count Below</i>									
Subtotal: Subtask 8.2 Right Of Way Plans									
<b>8.3 Right of Way Acquisition Services</b>									
<i>To be performed by Universal Field Services</i>									
Coordination with Universal Field Services									
Subtotal: Subtask 8.3 Right Of Way Acquisition Services									
Subtotal: Task 8.0 Right Of Way And Plan Preparation									
<b>9.0 90 PERCENT, AND FINAL P,S&amp;E</b>									
<b>9.0 90 Percent, and Final P,S&amp;E</b>									
<i>Prepare Construction Drawings - See Sheet Count Below</i>									
Special Provisions			56	140			35	140	
Engineers' Estimate				4			12		
							8		
Subtotal: Subtask 9.0 90 Percent, And Final P,S&E									
9.0 90 Percent, And Final P,S&E									
Subtotal: 9.0 90 Percent, And Final P,S&E									
<b>10.0 STRUCTURAL ENGINEERING</b>									
Design and PS&E for Structural Earth Walls Supporting the Roadway									
Subtotal: Task									
Subtotal: Task 10.0 Structural Engineering									
<b>11.0 ENVIRONMENTAL DOCUMENTATION AND COMMITMENTS</b>									
<b>11.1 Geotechnical Investigation Permits</b>									
Subtotal: Subtask 11.1 Geotechnical Investigation Permits									
<b>11.2 State Environmental Policy Act</b>									
Subtotal: Subtask 11.2 State Environmental Policy Act									
<b>11.3 USACE Section 404 Permit (Wetland Fill)</b>									
Subtotal: Subtask 11.3 Usace Section 404 Permit (Wetland Fill)									
<b>11.4 WDFW Hydraulic Project Approval</b>									

	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
Subtotal: Subtask 11.4 Wdfw Hydraulic Project Approval	---	---	---	---	---	---	---	---	---
<b>11.5 City of Marysville Permits</b>									
Subtotal: Subtask 11.5 City Of Marysville Permits	---	---	---	---	---	---	---	---	---
Subtotal: Task 11.0 Environmental Documentation And Commitments	---	---	---	---	---	---	---	---	---
<b>12.0 UTILITY COORDINATION</b>									
Subtotal: Task 12.0 Utility Coordination	---	---	---	---	---	---	---	---	---
<b>13.0 SIGNAL AND ILLUMINATION DESIGN</b>									
Coordination with Traffic Engineer									
									<i>To be performed by DKS</i>

EXHIBIT A1  
EXHIBIT E-1 - CONSULTANT FEE DETERMINATION  
FIRST STREET BYPASS

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT

BergerABAM Labor  
10/30/2017

	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
Subtotal: Task 13.0 Signal And Illumination Design	---	---	---	---	---	---	---	---	---
<b>14.0 DIRECTED SERVICES</b>									
Subtotal: Task 14.0 Directed Services	---	---	---	---	---	---	---	---	---
<b>15.0 AD, BID, AND AWARD</b>									
Subtotal: Task 15.0 Ad, Bid, And Award	---	---	---	---	---	---	---	---	---
<b>PROJECT TOTAL</b>	---	64	180	---	4	55	160	---	463

90% PS&E		
<b>General Sheets</b>		
COVER SHEET AND VICINITY MAP - SHEET 1		-
DRAWING INDEX AND GENERAL NOTES - SHEET 1		-
LEGEND AND ABBREVIATIONS - SHEET 1		-
<b>Civil Sheets</b>		
SURVEY CONTROL AND ALIGNMENT - SHEET 1		-
SURVEY CONTROL AND ALIGNMENT - SHEET 2		-
SURVEY CONTROL AND ALIGNMENT - SHEET 3		-
SURVEY CONTROL AND ALIGNMENT - SHEET 4		-
ROADWAY SECTIONS - SHEET 1		-
ROADWAY SECTIONS - SHEET 2		-
ROADWAY SECTIONS - SHEET 3		-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 1		-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 2		-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 3		-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 4		-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 5		-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 6		-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 7		-
SITE PREPARATION AND EROSION CONTROL DETAILS - SHEET 1		-
ROADWAY PLAN AND PROFILE - SHEET 1		-
ROADWAY PLAN AND PROFILE - SHEET 2		-
ROADWAY PLAN AND PROFILE - SHEET 3		-
ROADWAY PLAN AND PROFILE - SHEET 4		-
ROADWAY PLAN AND PROFILE - SHEET 5		-
ROADWAY PLAN AND PROFILE - SHEET 6		-
ROADWAY PLAN AND PROFILE - SHEET 7		-

EXHIBIT A1  
EXHIBIT E-1 - CONSULTANT FEE DETERMINATION  
FIRST STREET BYPASS

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT

BergerABAM Labor  
10/30/2017

	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
DRAINAGE DETAILS - SHEET 1									-
DRAINAGE DETAILS - SHEET 2									-
DRAINAGE DETAILS - SHEET 3									-
DRAINAGE DETAILS - SHEET 4									-
CHANNELIZATION AND SIGNING PLANS - SHEET 1									-
CHANNELIZATION AND SIGNING PLANS - SHEET 2									-
CHANNELIZATION AND SIGNING PLANS - SHEET 3									-
CHANNELIZATION AND SIGNING PLANS - SHEET 4									-
CHANNELIZATION AND SIGNING PLANS - SHEET 5									-
CHANNELIZATION AND SIGNING PLANS - SHEET 6									-
CHANNELIZATION AND SIGNING PLANS - SHEET 7									-
CHANNELIZATION AND SIGNING DETAILS - SHEET 1									-
INTERSECTION PLAN - SHEET 1									-
INTERSECTION PLAN - SHEET 2									-
INTERSECTION PLAN - SHEET 3									-
GRADING AND PAVING PLAN - SHEET 1									-
GRADING AND PAVING PLAN - SHEET 2									-
GRADING AND PAVING PLAN - SHEET 3									-
GRADING AND PAVING PLAN - SHEET 4									-
GRADING AND PAVING PLAN - SHEET 5									-
GRADING AND PAVING PLAN - SHEET 6									-
GRADING AND PAVING PLAN - SHEET 7									-
MISCELLANEOUS DETAILS - SHEET 1									-
MISCELLANEOUS DETAILS - SHEET 2									-
MISCELLANEOUS DETAILS - SHEET 3									-
PLANTING PLANS - SHEET 1									-
PLANTING PLANS - SHEET 2									-
PLANTING PLANS - SHEET 3									-
PLANTING PLANS - SHEET 4							4		4
PLANTING PLANS - SHEET 5							4		4
IRRIGATION PLANS - SHEET 1									-
IRRIGATION PLANS - SHEET 2									-
IRRIGATION PLANS - SHEET 3									-
IRRIGATION PLANS - SHEET 4							6		6
IRRIGATION PLANS - SHEET 5							6		6
LANDSCAPE DETAILS - SHEET 1							2		2
IRRIGATION DETAILS - SHEET 2									-
IRRIGATION DETAILS - SHEET 3									-
UTILITY PLANS - SHEET 1			4	10			10		24
UTILITY PLANS - SHEET 2			4	10			10		24
UTILITY PLANS - SHEET 3			4	10			10		24
UTILITY PLANS - SHEET 4			4	10			10		24
UTILITY PLANS - SHEET 5			4	10			10		24

EXHIBIT A1  
 EXHIBIT E-1 - CONSULTANT FEE DETERMINATION  
 FIRST STREET BYPASS

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT

BergerABAM Labor  
 10/30/2017

	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
UTILITY DETAILS - SHEET 1		8	20				20		48
<b>Structural Sheets</b>									
STRUCTURAL EARTH WALL PLAN AND PROFILE - SHEET 1									-
STRUCTURAL EARTH WALL PLAN AND PROFILE - SHEET 2									-
STRUCTURAL EARTH WALL PLAN AND PROFILE - SHEET 3									-
STRUCTURAL EARTH WALL SECTION - SHEET 1									-



	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
RAILING DETAILS - SHEET 1									-
RAILING DETAILS - SHEET 2									-
<b>SUBTOTAL PS&amp;E 90% DRAWINGS</b>	-	28	70	-	-	22	70	-	190
<b>100%/FINAL PS&amp;E</b>									
<b>General Sheets</b>									
COVER SHEET AND VICINITY MAP - SHEET 1									-
DRAWING INDEX AND GENERAL NOTES - SHEET 1									-
LEGEND AND ABBREVIATIONS - SHEET 1									-
<b>Civil Sheets</b>									
SURVEY CONTROL AND ALIGNMENT - SHEET 1									-
SURVEY CONTROL AND ALIGNMENT - SHEET 2									-
SURVEY CONTROL AND ALIGNMENT - SHEET 3									-
SURVEY CONTROL AND ALIGNMENT - SHEET 4									-
ROADWAY SECTIONS - SHEET 1									-
ROADWAY SECTIONS - SHEET 2									-
ROADWAY SECTIONS - SHEET 3									-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 1									-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 2									-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 3									-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 4									-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 5									-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 6									-
SITE PREPARATION AND EROSION CONTROL PLAN - SHEET 7									-
SITE PREPARATION AND EROSION CONTROL DETAILS - SHEET 1									-
ROADWAY PLAN AND PROFILE - SHEET 1									-
ROADWAY PLAN AND PROFILE - SHEET 2									-
ROADWAY PLAN AND PROFILE - SHEET 3									-
ROADWAY PLAN AND PROFILE - SHEET 4									-
ROADWAY PLAN AND PROFILE - SHEET 5									-
ROADWAY PLAN AND PROFILE - SHEET 6									-
ROADWAY PLAN AND PROFILE - SHEET 7									-
DRAINAGE DETAILS - SHEET 1									-
DRAINAGE DETAILS - SHEET 2									-
DRAINAGE DETAILS - SHEET 3									-
DRAINAGE DETAILS - SHEET 4									-
CHANNELIZATION AND SIGNING PLANS - SHEET 1									-
CHANNELIZATION AND SIGNING PLANS - SHEET 2									-
CHANNELIZATION AND SIGNING PLANS - SHEET 3									-
CHANNELIZATION AND SIGNING PLANS - SHEET 4									-
CHANNELIZATION AND SIGNING PLANS - SHEET 5									-
CHANNELIZATION AND SIGNING PLANS - SHEET 6									-

EXHIBIT A1  
EXHIBIT E-1 - CONSULTANT FEE DETERMINATION  
FIRST STREET BYPASS

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT  
BergerABAM Labor  
10/30/2017

	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
CHANNELIZATION AND SIGNING PLANS - SHEET 7									-
CHANNELIZATION AND SIGNING DETAILS - SHEET 1									-
INTERSECTION PLAN - SHEET 1									-
INTERSECTION PLAN - SHEET 2									-
INTERSECTION PLAN - SHEET 3									-
GRADING AND PAVING PLAN - SHEET 1									-
GRADING AND PAVING PLAN - SHEET 2									-
GRADING AND PAVING PLAN - SHEET 3									-
GRADING AND PAVING PLAN - SHEET 4									-
GRADING AND PAVING PLAN - SHEET 5									-
GRADING AND PAVING PLAN - SHEET 6									-
GRADING AND PAVING PLAN - SHEET 7									-
MISCELLANEOUS DETAILS - SHEET 1									-
MISCELLANEOUS DETAILS - SHEET 2									-
MISCELLANEOUS DETAILS - SHEET 3									-
PLANTING PLANS - SHEET 1									-
PLANTING PLANS - SHEET 2									-
PLANTING PLANS - SHEET 3									-
PLANTING PLANS - SHEET 4							2		2
PLANTING PLANS - SHEET 5							2		2
IRRIGATION PLANS - SHEET 1									-
IRRIGATION PLANS - SHEET 2									-
IRRIGATION PLANS - SHEET 3									-
IRRIGATION PLANS - SHEET 4							4		4
IRRIGATION PLANS - SHEET 5							4		4
LANDSCAPE DETAILS - SHEET 1							1		1
IRRIGATION DETAILS - SHEET 2									-
IRRIGATION DETAILS - SHEET 3									-
UTILITY PLANS - SHEET 1		4	10				10		24
UTILITY PLANS - SHEET 2		4	10				10		24
UTILITY PLANS - SHEET 3		4	10				10		24
UTILITY PLANS - SHEET 4		4	10				10		24
UTILITY PLANS - SHEET 5		4	10				10		24
UTILITY DETAILS - SHEET 1		8	20				20		48
<b>Structural Sheets</b>									
STRUCTURAL EARTH WALL PLAN AND PROFILE - SHEET 1									-
STRUCTURAL EARTH WALL PLAN AND PROFILE - SHEET 2									-
STRUCTURAL EARTH WALL PLAN AND PROFILE - SHEET 3									-
STRUCTURAL EARTH WALL SECTION - SHEET 1									-
RAILING DETAILS - SHEET 1									-
RAILING DETAILS - SHEET 2									-
<b>SUBTOTAL PS&amp;E 100%/FINAL DRAWINGS</b>	-	28	70	-	-	13	70	-	181

EXHIBIT A1  
EXHIBIT E-1 - CONSULTANT FEE DETERMINATION  
FIRST STREET BYPASS

SUPPLEMENTAL AGREEMENT NO. 1

FIRST STREET BYPASS PROJECT  
BergerABAM Labor  
10/30/2017

	Project Exec	Proj Mgr	Project Engr	Civil Designer	Environ Scientist	Landscape Architect	Graphics/ CADD	Project Coord/ Admin	Berger ABAM Hours
<b>ROW</b>									
<b>General Sheets</b>									
COVER SHEET WITH VICINITY MAP AND INDEX - SHEET 1									-
GENERAL NOTES AND ABBREVIATIONS - SHEET 1									-
<b>Civil Sheets</b>									
RIGHT OF WAY OVERVIEW - SHEET 1									-
RIGHT OF WAY PLAN - SHEET 1									-
RIGHT OF WAY PLAN - SHEET 2									-
RIGHT OF WAY PLAN - SHEET 3									-
RIGHT OF WAY PLAN - SHEET 4									-
RIGHT OF WAY PLAN - SHEET 5									-
RIGHT OF WAY PLAN - SHEET 6									-
<b>SUBTOTAL PS&amp;E CIVIL/ROADWAY DRAWINGS</b>	-	-	-	-	-	-	-	-	-

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** November 13, 2017

<b>AGENDA ITEM:</b> Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT for the Centennial Trail Connector project	
<b>PREPARED BY:</b> Kyle Woods, Project Engineer	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
<b>BUDGET CODE:</b> Budget Code TBD	<b>AMOUNT:</b> N/A

**SUMMARY:**

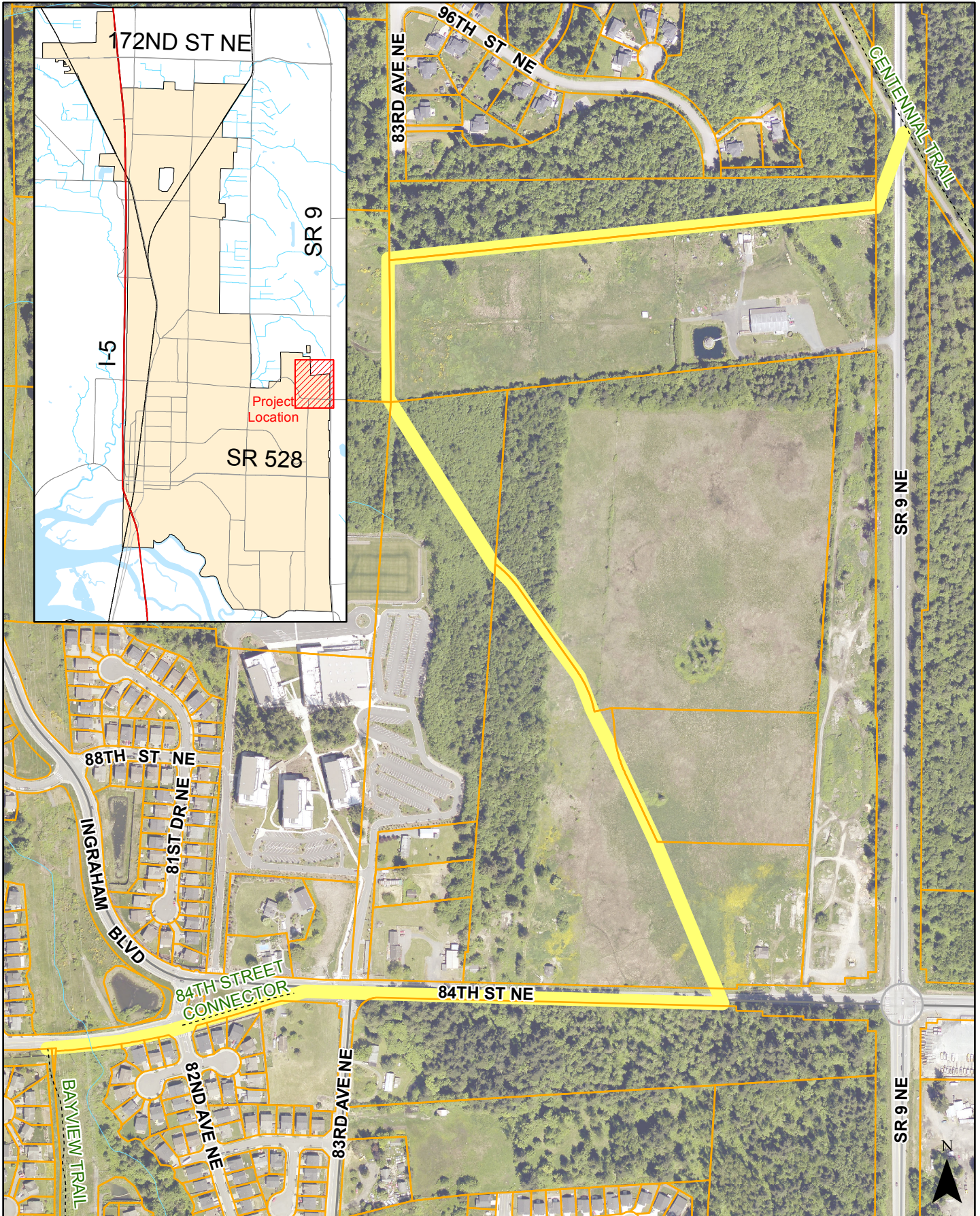
The City was awarded \$500,000 in state funds under the State Transportation Budget. This project will connect the City of Marysville's local Bayview Trail to the 30-mile Centennial Trail. The Centennial Trail Connector is the third phase of the existing Bayview Trail, located between SR 528 and 84<sup>th</sup> ST NE, and will include 1.34 miles of a shared-use pedestrian and bicycle trail connecting from 84<sup>th</sup> ST NE to the Centennial Trail where it crosses just under State Route 9.

Since this is a State funded project, the funds is administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

WSDOT will only obligate the design portion of the funding at this time, and funding for the right-of-way and construction portions will be obligated separately. The cost for design will be funded with \$35,000.00 in State funds, and \$35,000.00 in City funds, for a total of \$75,000.00.

**RECOMMENDED ACTION:**

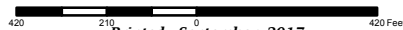
Staff recommends that Council authorize the Mayor to sign and execute the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing design funding for the Centennial Trail Project.



- Project Area
- Trails
- Parcels

## Centennial Trail Connector

### Vicinity Map



Printed: September, 2017

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## Local Agency State Aid Project Prospectus

	Prefix	Route	( )	Date	9/26/2017
Federal Aid Project Number				DUNS Number	076658673
Local Agency Project Number	TBD	( WSDOT Use Only )		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Centennial Trail Connector		Start Latitude N 48-4-17.09	Start Longitude W 122-7-2.78		
		End Latitude N 48-4-48.37	End Longitude W 122-6-41.50		
Project Termini From-To 84th AVE NE Hwy 9		Nearest City Name Marysville		Project Zip Code (+4) 98270-8063	
Begin Mile Post N/A	End Mile Post N/A	Length of Project 1.3 Miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38,39		Congressional District(s) 2		Urban Area Number 1

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$75,000	\$37,500	\$37,500	10	17
R/W	\$325,000	\$162,500	\$162,500	2	18
Const.	\$617,500	\$317,500	\$300,000	9	18
<b>Total</b>	<b>\$1,017,500</b>	<b>\$517,500</b>	<b>\$500,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies	Number of Lanes Varies between 4 lanes and no lanes
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The proposed multi-use trail will follow 84th ST NE, which varies between 2 and 4 lanes. The trail will then head north along an undeveloped portion of land which consists of grass and forested areas.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

This multi-use trail will connect the existing section of the local Bayview Trail in Marysville, WA to an existing section of the regional Centennial Trail in Snohomish County. The proposed multi-use trail will include approximately 7000' of asphalt/concrete paved surface.

Local Agency Contact Person Kyle Woods		Title Project Engineer	Phone 360-363-8286	
Mailing Address 80 Columbia Ave		City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority			
	Title Mayor, City of Marysville			Date

Agency City of Marysville	Project Title Centennial Trail Connector	Date 9/26/2017
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**Type of Proposed Work**

Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	12' (Trail)	N/A

**Geometric Design Data**

Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	35
Design Speed	35	35
Existing ADT	N/A	N/A
Design Year ADT	N/A	N/A
Design Year	N/A	N/A
Design Hourly Volume (DHV)	N/A	N/A

**Performance of Work**

Preliminary Engineering Will Be Performed By City Staff	Others	Agency
	%	100 %
Construction Will Be Performed By Contractor	Contract	Agency
	100 %	%

**Environmental Classification**

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Class II - Categoricaly Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations



Agency City of Marysville	Project Title Centennial Trail Connector	Date 9/26/2017
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<b>Right of Way</b>		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project  Existing utilities, either City owned or privately owned, may require relocation as part of this project. Privately owned facilities will be relocated prior to construction. City owned utilities will be relocated during construction.
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FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Remarks
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This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date \_\_\_\_\_ By \_\_\_\_\_  
Mayor/Chairperson



**Washington State  
Department of Transportation**

<b>Local Programs State Funding Agreement</b> Work by Public Agencies		Agency and Address City of Marysville 80 Columbia Ave Marysville, WA 98270
Agreement Number	Maximum Amount Authorized 500,000.00	Location and Description of Work (See also Exhibit "A") The Centennial Trail Connector project will include approximately 7000' of a multi-use trail that will connect the local city trail network to the Centennial Trail.
Participating Percentage 100.00%	Project Number	

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	37,500.00		37,500.00
	b. Other	35,000.00	35,000.00	
	c. Other			
	d. State	2,500.00	2,500.00	
	e. Total PE Cost Estimate (a+b+c+d)	\$ 75,000.00	\$ 37,500.00	\$ 37,500.00
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State			
	J. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate (e+j+q)	\$ 75,000.00	\$ 37,500.00	\$ 37,500.00

**I  
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II  
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III  
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**AGENCY**

By: \_\_\_\_\_

Title: Mayor, City of Marysville

Date: \_\_\_\_\_

**IV  
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V  
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI  
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII  
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII  
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX  
Supplement**

This agreement may be modified or supplemented only in writing by parties.

**STATE**

By: \_\_\_\_\_  
Director, Local Programs


Date: \_\_\_\_\_

# *Index #14*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2017**

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: New Business	
PREPARED BY: Leah Tocco, Executive Program Analyst	AGENDA NUMBER:	
ATTACHMENTS:  1. Hotel/Motel Committee Scoring Criteria	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee convened on October 30, 2017 to review grant applications. The committee interviewed grant applicants and then scored all proposals. Funding available through 2016 is \$135,000. The committee recommended awarding \$110,953 to the grant applicants.

The Committee recommends the following funding for projects:

Snohomish County Tourism Bureau – Visitor Information Center (VIC)	\$5,000
Marysville Dog Owners Group – 2018 Poochapalooza	\$3,000
City of Marysville Parks Department – Utility Equipment/Tour of Lights	\$7,473
Red Curtain Foundation for the Arts – second half 2017/2018 Play Season	\$2,300
Maryfest – 2018 Marysville Strawberry Festival	\$20,000
Marysville Tulalip Chamber – 2018 Marysville Brew & Cider Fest	\$7,975
City of Marysville Parks Department – Fourth of July Festival	\$15,000
City of Marysville Parks Department – Great Girls’ Getaway	\$12,000
City of Marysville Police Department – Special Event Services	\$20,000
City of Marysville Public Works Department – Special Event Services	\$18,205

RECOMMENDED ACTION: Approve Hotel/Motel Committee Recommendation to award funding.
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COUNCIL ACTION:
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