

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

- 1. Approval of the September 10, 2018 City Council Meeting Minutes.

Consent

- 2. Approval of the September 19, 2018 Claims in the Amount of \$1,447,594.05 Paid by EFT Transactions and Check Numbers 127187 through 127350 with No Checks Voided.
- 3. Approval of the September 20, 2018 Payroll in the Amount of \$1,263,029.05 Paid by EFT Transactions and Check Numbers 31982 through 32011.
- 4. Approval of the September 26, 2018 Claims in the Amount of \$1,912,141.49 Paid by EFT Transactions and Check Numbers 127351 through 127515 with No Check Numbers Voided.

Review Bids

Public Hearings

New Business

- 5. Consider an **Ordinance** to Adopt Amendments to MMC Chapter 5.02 Business Licenses as Required by Engrossed House Bill 2005.
- 6. Consider a **Resolution** Changing the City's Payment Method for Unemployment Insurance to the Reimbursable Method.
- 7. Consider Two Easement Encroachment Agreements for a Gazebo and a Garage between the City of Marysville and Trevor and Julie Trueax.

Work Sessions are for City Council study and orientation – Public Input will be received at the October 8, 2018 City Council meeting.

Marysville City Council Work Session**October 1, 2018****7:00 p.m.****City Hall**

8. Consider the Proposed Fourth Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016.

9. Consider to Receive JAG/BYRNE Grant Local Funds to Pay for the Sig Sauer Handgun Replacement Project in the Amount of \$12,918.

10. Budget Update

Legal**Mayor's Business****Staff Business****Call on Councilmembers****Adjournment/Recess****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 business days prior to the meeting date if any special accommodations are needed for this meeting.

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember King.	Approved
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Proclamation: Declaring September 2018 as Childhood Cancer Awareness Month in Marysville	Presented
Audience Participation	Held
Approval of Minutes	
Approval of the July 9, 2018 City Council Meeting Minutes	Approved
Approval of the July 23, 2018 City Council Meeting Minutes	Approved
Approval of the July 23, 2018 City Council Special Meeting	Approved
Approval of the August 13, 2018 City Council Special Meeting	Approved
Consent Agenda	
Approval of the August 15, 2018 Claims in the Amount of \$136,892.26 Paid by EFT Transactions and Check Numbers 126562 through 126614 with Check Number 123863 Voided.	Approved
Approval of the August 20, 2018 Payroll in the Amount of \$1,050,757.74, Paid by EFT Transactions and Check Numbers 31789 through 31822 with Check Number 31604 Voided and Reissued with Check Number 31788.	Approved
Approval of the August 22, 2018 Claims in the Amount of \$1,104,664.75, Paid by EFT Transactions and Check numbers 126615 through 126818.	Approved
Approval of the August 22, 2018 Payroll in the Amount of \$2,357.16, Paid by EFT Transactions and Check Numbers 31937 through 31943.	Approved
Approval of the August 24, 2018 Payroll in the Amount of \$415,863.49, Paid by EFT Transactions and Check Numbers 31823 through 31936.	Approved
Consider Approving the Supplemental Agreement No. 2 to the Original Professional Services Agreement with HDR Engineering, Inc., Increasing the Contract Total Amount and Extending the Contract Term.	Approved
Consider Approving the Local Programs State Funding Agreement and Project Prospectus with Washington State Department of Transportation Thereby Securing Design Funding for the Grove Street Overcrossing Project.	Approved
Consider Approving the Professional Services Agreement for 30% Design of the Grove Street Overcrossing Project between the City of Marysville and BergerABAM, Inc. in the Amount of \$896,072.00.	Approved
Consider Approving the Contract with the Department of Commerce thereby Securing Construction Funding for the Ebey Waterfront Trail Project.	Approved
Consider Approving the Quinn Ave Sidewalks Project with SRV Construction, Inc., Starting the 45-day Lien Period for Project Closeout.	Approved
Consider Approving the Cooperative Service Agreement between the City of Marysville and the USDA APHIS Wildlife Services, the Accompanying Work Plan and the Work Initiation Document for Wildlife Damage Management.	Approved

Consider Approving an Amendment No. 1 to the Interlocal Agreement with Snohomish County Relating to the Tourism Promotion Area.	Approved
Consider Approving the Purchase of Filter Feed Pumps from Granich Engineering Products, Inc. in the Amount of \$312,462.40 including Freight and Washington State Sales Tax.	Approved
Consider Approving the Agreement Terminating Interlocal Agreement between City of Marysville and the City of Arlington for Surface Water Billing Services.	Approved
Review Bids	Approved
Consider Awarding the Ebey Waterfront Trail Phase III Project with Taylor Excavators Inc. in the Amount of \$990,092.15, and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,090,092.15.	Approved
Public Hearings	
Consider Approving the Program Year 2017 Consolidated Annual Performance and Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments received during the Public Hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.	Hearing Held & Approved
New Business	
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:34 p.m.
Executive Session	7:45 p.m.
Real Estate – three items (action expected on two)	Approved
Litigation – 2 items (no action expected)	No Action
Adjournment	8:15 p.m.

COUNCIL



DRAFT
MINUTES

Regular Meeting
September 10, 2018

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 Greg Kanehan gave the invocation.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: Tom King

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Asst. Public Works Director Kari Chennault, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Associate Planner Amy Hess, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to excuse the absence of Councilmember King. **Motion** passed unanimously.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously.

Committee Reports

None

Presentations

A. Proclamation: Declaring September 2018 as Childhood Cancer Awareness Month in Marysville

Mayor Nehring read the Proclamation declaring September 2018 as Childhood Cancer Awareness Month in Marysville and encouraging all Marysville residents to learn more about childhood cancers and consider what can be done to support children with cancer and their families and presented a copy to childhood cancer survivor Reese and her family. Reese's dad spoke on behalf of Jessica Beckstrand (mother of Layla Beckstrand) and expressed appreciation for the Proclamation.

Leah Houser, 5308 64th Avenue NE, Marysville, WA 98270, asked the Mayor and councilmembers to take all necessary steps to stop spraying Round Up in the City of Marysville citing health and environmental hazards.

Karmjit Singh, 6020 50th Street NE, Marysville, WA 98270, spoke regarding difficulty he and his coworkers have with parking semi-trucks because police have been giving them tickets.

Approval of Minutes

1. Approval of the July 9, 2018 City Council Meeting Minutes

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve the July 9, 2018 City Council Meeting Minutes. **Motion** passed unanimously.

2. Approval of the July 23, 2018 City Council Meeting Minutes

Motion made by Councilmember James, seconded by Councilmember Stevens, to approve the July 23, 2018 City Council Meeting Minutes. **Motion** passed unanimously.

3. Approval of the July 23, 2018 City Council Special Meeting

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve the July 23, 2018 City Council Special Meeting. **Motion** passed unanimously.

4. Approval of the August 13, 2018 City Council Special Meeting

Motion made by Councilmember Stevens, seconded by Councilmember James, to approve the August 13, 2018 City Council Special Meeting. **Motion** passed unanimously with Councilmember Muller abstaining.

Consent

9. Approval of the August 15, 2018 Claims in the Amount of \$136,892.26 Paid by EFT Transactions and Check Numbers 126562 through 126614 with Check Number 123863 Voided.

10. Approval of the August 20, 2018 Payroll in the Amount of \$1,050,757.74, Paid by EFT Transactions and Check Numbers 31789 through 31822 with Check Number 31604 Voided and Reissued with Check Number 31788.
11. Approval of the August 22, 2018 Claims in the Amount of \$1,104,664.75, Paid by EFT Transactions and Check numbers 126615 through 126818.
12. Approval of the August 22, 2018 Payroll in the Amount of \$2,357.16, Paid by EFT Transactions and Check Numbers 31937 through 31943.
13. Approval of the August 24, 2018 Payroll in the Amount of \$415,863.49, Paid by EFT Transactions and Check Numbers 31823 through 31936.
15. Consider Approving the Supplemental Agreement No. 2 to the Original Professional Services Agreement with HDR Engineering, Inc., Increasing the Contract Total Amount and Extending the Contract Term.
16. Consider Approving the Local Programs State Funding Agreement and Project Prospectus with Washington State Department of Transportation Thereby Securing Design Funding for the Grove Street Overcrossing Project.
17. Consider Approving the Professional Services Agreement for 30% Design of the Grove Street Overcrossing Project between the City of Marysville and BergerABAM, Inc. in the Amount of \$896,072.00.
18. Consider Approving the Contract with the Department of Commerce thereby Securing Construction Funding for the Ebey Waterfront Trail Project.
19. Consider Approving the Quinn Ave Sidewalks Project with SRV Construction, Inc., Starting the 45-day Lien Period for Project Closeout.
20. Consider Approving the Cooperative Service Agreement between the City of Marysville and the USDA APHIS Wildlife Services, the Accompanying Work Plan and the Work Initiation Document for Wildlife Damage Management.
21. Consider Approving an Amendment No. 1 to the Interlocal Agreement with Snohomish County Relating to the Tourism Promotion Area.
22. Consider Approving the Purchase of Filter Feed Pumps from Granich Engineering Products, Inc. in the Amount of \$312,462.40 including Freight and Washington State Sales Tax.
23. Consider Approving the Agreement Terminating Interlocal Agreement between City of Marysville and the City of Arlington for Surface Water Billing Services.

DRAFT

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 9-13 and 15-23. **Motion** passed unanimously.

Review Bids

14. Consider Awarding the Ebey Waterfront Trail Phase III Project with Taylor Excavators Inc. in the Amount of \$990,092.15, and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,090,092.15.

Assistant Public Works Director Kari Chennault reviewed this item. She explained that the bid came in below the engineer's estimate.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the contract for the Ebey Waterfront Trail Phase III Project with Taylor Excavators Inc. in the Amount of \$990,092.15, and Approve a Management Reserve of \$100,000.00 for a Total Allocation of \$1,090,092.15. **Motion** passed unanimously.

Public Hearings

24. Consider Approving the Program Year 2017 Consolidated Annual Performance and Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments received during the Public Hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.

Associate Planner Amy Hess reviewed this item.

Motion made by Councilmember James, seconded by Councilmember Toyer, to approve the Program Year 2017 Consolidated Annual Performance and Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments received during the Public Hearing into the Report, and forward to the U.S. Department of Housing and Urban Development. **Motion** passed unanimously.

New Business

Legal

Mayor's Business

Mayor Nehring:

- He thanked everyone involved with Touch-a-Truck over the weekend.
- Junk in the Trunk was also a great event.
- There was a grand opening for the Hair Bar on 4th Street on Saturday afternoon.
- This morning there was a Coffee Klatch at the Whistle Stop Cafe where he introduced the community to the embedded social worker.
- At 8:30 tomorrow there will be a 9/11 ceremony at the library.

Staff Business

Chief Smith:

- The Mayor's Coffee Klatch was great. The community is very supportive of the City's overall strategy of dealing with the homeless and the addicted.
- School is in session. He reminded everyone to drive slowly at school crossings.

Sandy Langdon:

- The audit exit conference was held last Thursday. It was a clean audit. Mayor Nehring commended Sandy Langdon and her staff for their excellent work.
- The bond sale will be held on Tuesday morning.

Chief McFalls:

- It was nice to hear that Touch-a-Truck went well.
- The Coffee Klatch was very well received.
- Tomorrow's 9/11 ceremony at 8:30 a.m. will feature a bugler from Marysville-Getchell High School, special guests - Lt. Jeff Thorton's family, and an inspiring message from Mayor Nehring.

Amy Hess had no further comments.

Jim Ballew:

- Touch-a-Truck was a great event.
- He commended Andrea Kingsford who put it all together with the Public Works Team.
- Junk in the Trunk was a little slow. The Farmers Market ceased operations last week.

Kari Chennault:

- She gave an update on Highway 9 drilling.
- The City started prepping for the overlays.
- Jesse Perrault, Street Supervisor, is in the audience and will follow up on public comments tonight.

Jon Walker stated the need for an Executive Session to address five items expected to last 15 minutes – three items concerning the acquisition of real estate with action expected on two of those, and two matters involving potential litigation with no action expected.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan:

- He commented that he met with some homeless citizens in Marysville, and they mentioned that the embedded social worker was someone they were working with to work on their situation.
- Regarding the truck parking issue raised by Mr. Singh, he recalled that there are maps that show where truck parking is allowed in Marysville. Kari Chennault indicated she would find that information and make it available to Mr. Singh. Councilmember Vaughan asked if other cities make special accommodations for truck parking for their citizens. Ms. Chennault indicated she would look into it.

Mark James thanked the Mayor and the other department heads for a successful Coffee Klatch this morning. He is looking forward to the next one.

Michael Stevens:

- It's nice to be back.
- Congrats to Sandy and the team for the clean audit.
- He is looking forward to the report on the bond sale.

Rob Toyer had no comments.

Steve Muller said he missed touch a truck, but wore his shirt in Canada.

Kamille Norton had no comments.

Adjournment

Council recessed from 7:34 p.m. and then reconvened in Executive Session at 7:45 p.m. to address five items with action expected on two items expected to last 15 minutes.

Executive Session

Real Estate – 3 items

Litigation – 2 items

Executive Session was extended 15 minutes. Executive Session ended at 8:15 p.m.

Motion made by Councilmember Muller, seconded by Councilmember James, to authorize the Mayor to enter into an agreement with Snohomish County to purchase two tax parcels 00590700028901 and 0059070028800 for \$3,678.74. **Motion** passed unanimously.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to sign the purchase and sale agreement with Naomi Duborko for 1328 8th Street, Marysville for \$290,000 and \$7,500 moving expenses. **Motion** passed unanimously.

Adjournment

The meeting was adjourned at 8:15 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 8, 2018

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 19, 2018 claims in the amount of \$1,447,594.05 paid by EFT transactions and Check No.'s 127187 through 127350 with no Check No. voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,447,594.05 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 127187 THROUGH 127350 WITH NO CHECK NO.'S VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **8th DAY OF OCTOBER 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/13/2018 TO 9/19/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127187	US BANK	MARWAT14	ENTERPRISE D/S	647,475.00
127188	FIRST AMERICAN TITLE	EARNST MONEY 1321 5TH STREET	NON-DEPARTMENTAL	2,500.00
127189	LICENSING, DEPT OF	CPL BATCH 9/14/18	GENERAL FUND	531.00
127190	LICENSING, DEPT OF		GENERAL FUND	1,470.00
127191	A1 SURVEILLANCE	GEOVISION GV-BL4713 CAMERA	GOLF COURSE	-44.05
	A1 SURVEILLANCE		MAINTENANCE	528.05
127192	ANDERSON, CALVIN	UB REFUND	GARBAGE	76.91
127193	ANDERSON, MARY	REFUND SOCCER FEES	PARKS-RECREATION	96.00
127194	AOC FINANCIAL SERVIC	INCE CONFERENCE REGISTRATION	MUNICIPAL COURTS	55.00
127195	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	53.35
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.51
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	89.35
127196	AV CAPTURE ALL, INC.	RECORDING LICENSES	PROBATION	648.05
	AV CAPTURE ALL, INC.		MUNICIPAL COURTS	1,944.17
127197	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	8.00
127198	BANK OF AMERICA		ENGR-GENL	11.00
127199	BANK OF AMERICA	TRAINING/SUPPLY REIMBURSEMENT	POLICE TRAINING-FIREARMS	35.00
	BANK OF AMERICA		POLICE PATROL	50.28
	BANK OF AMERICA		POLICE PATROL	99.05
127200	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	ENGR-GENL	184.87
127201	BANK OF AMERICA	UNIFORM/SUPPLY REIMBURSEMENT	POLICE PATROL	21.42
	BANK OF AMERICA		K9 PROGRAM	196.29
127202	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	RECREATION SERVICES	8.72
	BANK OF AMERICA		PARK & RECREATION FAC	8.95
	BANK OF AMERICA		OPERA HOUSE	18.23
	BANK OF AMERICA		PARK & RECREATION FAC	230.98
127203	BANK OF AMERICA	SPECIAL EVENT/MAIL/BANQUET REIMB	PARK & RECREATION FAC	70.68
	BANK OF AMERICA		EXECUTIVE ADMIN	202.88
127204	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE INVESTIGATION	295.65
127205	BANK OF AMERICA	EMBEDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	319.66
127206	BANK OF AMERICA	TRAVEL/SUPPLIES/SUBSCRIPTION REIMB	FINANCE-GENL	8.95
	BANK OF AMERICA		CITY CLERK	30.78
	BANK OF AMERICA		COMPUTER SERVICES	30.88
	BANK OF AMERICA		CITY COUNCIL	92.48
	BANK OF AMERICA		CITY COUNCIL	200.00
127207	BANK OF AMERICA	OPERA HOUSE SUPPLIES/AD/UNIFORM REIMB	RECREATION SERVICES	2.26
	BANK OF AMERICA		OPERA HOUSE	10.01
	BANK OF AMERICA		COMMUNITY CENTER	91.64
	BANK OF AMERICA		OPERA HOUSE	263.24
127208	BANK OF AMERICA	LICENSING/SIGN REIMBURSEMENT	BLDING MAINT	-30.10
	BANK OF AMERICA		EQUIPMENT RENTAL	46.75
	BANK OF AMERICA		EQUIPMENT RENTAL	46.75
	BANK OF AMERICA		FACILITY MAINTENANCE	360.87
127209	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	POLICE TRAINING-FIREARMS	450.00
127210	BANK OF AMERICA		COMMUNITY	470.00
127211	BANK OF AMERICA	JOB POSTING AND OFFICE SUPPLY REIMB	WATER/SEWER OPERATION	-30.17
	BANK OF AMERICA		UTIL ADMIN	361.67
	BANK OF AMERICA		UTIL ADMIN	412.50
127212	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	LEGAL - PROSECUTION	265.00
	BANK OF AMERICA		LEGAL-GENL	520.00
127213	BANK OF AMERICA	TRAVEL/LODGING/RETREAT REIMBURSEMENT	LEGAL-GENL	50.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	50.00
	BANK OF AMERICA		PARK & RECREATION FAC	50.00
	BANK OF AMERICA		POLICE ADMINISTRATION	50.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/13/2018 TO 9/19/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127213	BANK OF AMERICA	TRAVEL/LODGING/RETREAT REIMBURSEMENT	UTIL ADMIN	50.00
	BANK OF AMERICA		COMMUNITY	50.00
	BANK OF AMERICA		EXECUTIVE ADMIN	144.92
	BANK OF AMERICA		EXECUTIVE ADMIN	150.00
	BANK OF AMERICA		CITY COUNCIL	451.17
127214	BENNETT, RANDY & JAN	UB REFUND	WATER/SEWER OPERATION	61.46
127215	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	59,178.18
127216	BOSTEC	PBT SUPPLIES	POLICE PATROL	498.59
127217	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
127218	BOWEN, ROBERT AND SA	UB REFUND	WATER/SEWER OPERATION	32.14
127219	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	WATER CAPITAL PROJECTS	0.30
	BUILDERS EXCHANGE		ARTERIAL STREET-GENL	0.75
	BUILDERS EXCHANGE		GMA-PARKS	49.25
127220	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	202.50
127221	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
127222	CASCADE MACHINERY	SAFETY INSPECTION	WASTE WATER TREATMENT	5,019.27
127223	CENTRAL WELDING SUPP	CAUTION TAPE	ER&R	19.62
	CENTRAL WELDING SUPP	GLOVES	ER&R	27.23
	CENTRAL WELDING SUPP		ER&R	154.38
	CENTRAL WELDING SUPP	EAR PLUGS AND GLOVES	ER&R	216.02
127224	CHUL JOON KIM	INTERPRETER SERVICES	COURTS	125.00
127225	CODING WITH KIDS LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	621.60
	CODING WITH KIDS LLC		RECREATION SERVICES	828.80
	CODING WITH KIDS LLC		RECREATION SERVICES	1,036.00
	CODING WITH KIDS LLC		RECREATION SERVICES	1,243.20
	CODING WITH KIDS LLC		RECREATION SERVICES	1,657.60
127226	COMMERCIAL FIRE	SPRINKLER SYSTEM WORK-PSB	PUBLIC SAFETY BLDG	436.40
127227	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
127228	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,264.81
127229	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	299.21
127230	DIAMOND B CONSTRUCT	AC REPAIR-PW ADMIN	UTIL ADMIN	396.12
	DIAMOND B CONSTRUCT	AC UNIT REPAIR-PSB	PUBLIC SAFETY BLDG	508.74
	DIAMOND B CONSTRUCT	AC UNIT REPAIR-VWWT	WASTE WATER TREATMENT	541.07
	DIAMOND B CONSTRUCT	ADJUST UNIT-HR	COURT FACILITIES	581.42
	DIAMOND B CONSTRUCT	EXHAUST FAN REPAIR-KBCC	COMMUNITY CENTER	674.07
	DIAMOND B CONSTRUCT	CIRCUIT BOARD REPAIR-PW SHOP	MAINT OF GENL PLANT	1,050.37
127231	DICKS TOWING	TOWING EXPENSE-C00300A	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-42661	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-P122	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-J031	EQUIPMENT RENTAL	386.63
127232	DIJULIO DISPLAYS INC	OUTDOOR LIGHTING-OPERA HOUSE	OPERA HOUSE	283.56
127233	DIXIE DIAMOND MANU	SAW BLADES	ROADWAY MAINTENANCE	238.23
127234	DONNELSON ELECTRIC	REPAIR LOOSE CONNECTION-OPERA HOUSE	OPERA HOUSE	732.27
	DONNELSON ELECTRIC	LIGHTING UPGRADE TO LED-STILLY TP	WATER FILTRATION PLANT	5,113.52
127235	DREYER, STACEY	PER DIEM 9/24-9/26	POLICE TRAINING-FIREARMS	147.50
127236	DUNLAP INDUSTRIAL	HARDWARE	WASTE WATER TREATMENT	151.11
127237	E&E LUMBER	LUMBER	PARK & RECREATION FAC	15.71
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	18.54
	E&E LUMBER	CLEANER	PARK & RECREATION FAC	36.35
	E&E LUMBER	CORDS AND ZIPTIES	PARK & RECREATION FAC	38.72
	E&E LUMBER	PLYWOOD	PARK & RECREATION FAC	62.83
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	123.81
	E&E LUMBER	STEP LADDER, SCRAPERS, WIRE BRUSHES	WASTE WATER TREATMENT	186.05
	E&E LUMBER	TABLE HARDWARE	PARK & RECREATION FAC	244.84
127238	EAST JORDAN IRON WOR	CATCHBASIN REPLACEMENT PARTS	STORM DRAINAGE	775.46
	EAST JORDAN IRON WOR		SEWER MAIN COLLECTION	775.46
127239	ECOLOGY, DEPT. OF	WATER QUALITY PROGRAM FEE 7/1/18-6/30/19	STORM DRAINAGE	618.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/13/2018 TO 9/19/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127239	ECOLOGY, DEPT. OF	DAM SAFETY PROGRAM FEE 7/1/18-6/30/19	STORM DRAINAGE	881.00
	ECOLOGY, DEPT. OF	WASTEWATER DISCHARGE PERMIT FEE	UTIL ADMIN	20,667.96
	ECOLOGY, DEPT. OF	WATER QUALITY PROGRAM FEE PHASE	STORM DRAINAGE	21,991.50
127240	EICHHORN, ARMAN	UB REFUND	WATER/SEWER OPERATION	335.49
127241	ENERSPECT MEDICAL	AED BATTERY	EXECUTIVE ADMIN	134.08
127242	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	3,500.00
127243	EVERETT STEEL CO	HARDWARE	GENERAL	23.52
127244	EWING IRRIGATION	FERTILIZER AND SEED	PARK & RECREATION FAC	120.34
	EWING IRRIGATION	SOCCER FIELD PAINT	RECREATION SERVICES	2,060.96
127245	FORSLOF, WALLACE	PER DIEM 9/24-9/26	POLICE TRAINING-FIREARMS	147.50
127246	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	31.61
	FRONTIER COMMUNICATI		RECREATION SERVICES	31.61
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	34.00
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.31
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION	63.75
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATION	86.00
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	118.34
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION	212.27
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	257.50
127247	FULTON, ASHLEY	UB REFUND	GARBAGE	223.14
127248	GALLS, LLC	UNIFORM-PERRY	POLICE PATROL	17.78
127249	GEDDES, BRENDA	REIMBURSE TOUCH A TRUCK EXPENSES	UTIL ADMIN	18.76
	GEDDES, BRENDA	REIMBURSE TOUCH A TRUCK EXPENSES	UTIL ADMIN	960.32
127250	GOHEEN, JUSTIN	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-71.00
	GOHEEN, JUSTIN		WATER/SEWER OPERATION	1,150.00
127251	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	859.74
127252	GREENHAUS PORTABLE	PORTABLE SERVICE	PARK & RECREATION FAC	1,220.00
127253	GREENSHIELDS	RATCHET TIEDOWNS	POLICE INVESTIGATION	37.28
127254	HACH COMPANY	PORTABLE TSS PROBE	WASTE WATER TREATMENT	3,232.73
127255	HD FOWLER COMPANY	DRAIN PIPE RETURN	ARTERIAL STREET-GENL	-3,145.36
	HD FOWLER COMPANY	IRRIGATION REPAIR PARTS	PARK & RECREATION FAC	78.58
	HD FOWLER COMPANY		PARK & RECREATION FAC	147.08
	HD FOWLER COMPANY	DRAIN PIPE	ARTERIAL STREET-GENL	3,199.91
127256	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	242,599.52
127257	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
127258	KAISER PERMANENTE	IMMUNIZATIONS	EXECUTIVE ADMIN	478.00
127259	KAR GOR INC	REPLACEMENT MODULES FOR CONTROLLERS	TRANSPORTATION	3,215.43
127260	KEIL, BARBARA & BRIA	UB REFUND	WATER/SEWER OPERATION	40.66
127261	KELLER SUPPLY COMPAN	FLUSH KIT	PARK & RECREATION FAC	32.61
	KELLER SUPPLY COMPAN	WATER FAUCETS	MAINT OF GENL PLANT	54.72
127262	KING, SHERRY JO	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
127263	KING, THOMAS	WATER/SEWER CONSERVATION REBATE	UTIL ADMIN	50.00
127264	KNEBEL COMPANY	ASBESTOS INSPECTION-1620 1ST ST	GMA - STREET	1,365.00
	KNEBEL COMPANY	ASBESTOS INSPECTION-1632 1ST ST	GMA - STREET	1,500.00
127265	KPFF CONSULTING	PROFESSIONAL SERVICES	GMA - STREET	26,884.59
127266	LABOR & INDUSTRIES	BOILER/PRESSURE VESSEL INSPECTION	PUBLIC SAFETY BLDG	46.60
	LABOR & INDUSTRIES		CITY HALL	69.90
	LABOR & INDUSTRIES		CITY HALL	77.30
	LABOR & INDUSTRIES		PARK & RECREATION FAC	93.20
	LABOR & INDUSTRIES		COMMUNITY CENTER	100.60
	LABOR & INDUSTRIES		GOLF ADMINISTRATION	116.50
	LABOR & INDUSTRIES		UTIL ADMIN	371.70
127267	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	270.00
127268	LASTING IMPRESSIONS	TOUCH A TRUCK TSHIRTS	UTIL ADMIN	224.00
	LASTING IMPRESSIONS		RECREATION SERVICES	224.01
127269	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	107.63
	LOOMIS		UTIL ADMIN	107.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/13/2018 TO 9/19/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127269	LOOMIS	ARMORED TRUCK SERVICE	GOLF ADMINISTRATION	168.32
	LOOMIS		UTILITY BILLING	215.27
	LOOMIS		POLICE ADMINISTRATION	430.53
	LOOMIS		MUNICIPAL COURTS	430.53
127270	LYBARGER, THOMAS & M	UB REFUND	WATER/SEWER OPERATION	45.48
127271	MANUS, ANNETTE	REFUND CLASS FEES	PARKS-RECREATION	10.00
	MANUS, ANNETTE		PARKS-RECREATION	10.00
	MANUS, ANNETTE		PARKS-RECREATION	10.00
127272	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	453.30
127273	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	53.40
127274	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	23.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	49.28
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	73.38
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	120.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5	PARK & RECREATION FAC	127.50
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	148.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OFFICE	PUBLIC SAFETY BLDG	159.77
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE RESTROOM	PARK & RECREATION FAC	160.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE IRR	CITY HALL	188.40
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	204.27
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	215.49
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	412.20
	MARYSVILLE, CITY OF	UTILITY SERVICE-1529 3RD AVE IRR	WATER SERVICES	537.55
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	649.37
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	659.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	822.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-1407 1ST ST IRR	STORM DRAINAGE	1,013.38
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-519 & 523 DELTA AVE	NON-DEPARTMENTAL	1,549.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST ST & STATE AVE IRR	PARK & RECREATION FAC	1,878.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	2,040.33
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	2,109.82
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	2,883.38
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE (SPRAY PARK)	PARK & RECREATION FAC	14,078.01
127275	MICALLEF, GARY & BEV	UB REFUND	GARBAGE	81.30
127276	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	WASTE WATER TREATMENT	16.65
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.66
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.66
127277	NAVARRO, ROSALBA	REFUND CLASS FEES	PARKS-RECREATION	10.00
	NAVARRO, ROSALBA		PARKS-RECREATION	10.00
127278	NAVIA BENEFIT	FLEXPLAN FEES-AUGUST 2018	PERSONNEL ADMINISTRATION	58.10
127279	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	347.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,108.00
127280	NRPA	2019 MEMBERSHIP FOR PARKS	PARK & RECREATION FAC	425.00
127281	NURNBERG SCIENTIFIC	WATER QUALITY TESTING EQUIPMENT	WATER QUAL TREATMENT	643.48
127282	NW ASSESSMENT SERVIC	WELLNESS CHECK	POLICE INVESTIGATION	250.00
127283	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	78.43
	OFFICE DEPOT		POLICE PATROL	105.77
	OFFICE DEPOT		POLICE PATROL	106.53
	OFFICE DEPOT		POLICE PATROL	219.29
127284	PARKSON CORP	FREIGHT CHARGES ON INV # AR1/51022552	WASTE WATER TREATMENT	323.66
127285	PATEY HOLDINGS LLC	UB REFUND 3615 79	WATER/SEWER OPERATION	23.42
127286	PATEY HOLDINGS LLC	UB REFUND 3417 79	WATER/SEWER OPERATION	23.42
127287	PATEY HOLDINGS LLC	UB REFUND 4031 79	WATER/SEWER OPERATION	23.42
127288	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	118.80

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/13/2018 TO 9/19/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127289	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7.60
	PGC INTERBAY LLC		PRO-SHOP	51.75
	PGC INTERBAY LLC		MAINTENANCE	51.75
	PGC INTERBAY LLC		PRO-SHOP	69.34
	PGC INTERBAY LLC		MAINTENANCE	84.98
	PGC INTERBAY LLC		MAINTENANCE	115.80
	PGC INTERBAY LLC		PRO-SHOP	137.05
	PGC INTERBAY LLC		PRO-SHOP	141.53
	PGC INTERBAY LLC		MAINTENANCE	144.03
	PGC INTERBAY LLC		MAINTENANCE	181.40
	PGC INTERBAY LLC		MAINTENANCE	192.81
	PGC INTERBAY LLC		PRO-SHOP	238.85
	PGC INTERBAY LLC		PRO-SHOP	538.70
	PGC INTERBAY LLC		MAINTENANCE	820.84
	PGC INTERBAY LLC		PRO-SHOP	7,535.34
	PGC INTERBAY LLC		MAINTENANCE	10,654.03
127290	PHELPS, ED	REIMBURSE CDL RENEWAL FEES	PARK & RECREATION FAC	102.00
127291	PILCHUCK RENTALS	UNLOADER KIT AND GREASE	SMALL ENGINE SHOP	130.81
	PILCHUCK RENTALS	TRIMMER LINE	ROADSIDE VEGETATION	141.83
	PILCHUCK RENTALS	PRESSURE WASHER REPLACEMENT PARTS	SMALL ENGINE SHOP	579.24
127292	PLATT ELECTRIC	FLASHLIGHT AND SEAL	TRANSPORTATION	195.98
	PLATT ELECTRIC	RECEPTACLE AND PLUG	WASTE WATER TREATMENT	945.69
127293	POLLARDWATER	D-CHLOR TABLETS	WATER DIST MAINS	843.74
127294	POSTAL SERVICE	POSTAGE	POLICE ADMINISTRATION	1,200.00
127295	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	400.00
127296	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.10
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	16.44
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	16.44
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2020-1181-3	PUMPING PLANT	19.10
	PUD	ACCT #2005-0161-7	TRANSPORTATION	25.23
	PUD	ACCT #2200-2050-7	STREET LIGHTING	27.33
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	32.05
	PUD	ACCT #2011-4215-5	TRANSPORTATION	35.49
	PUD	ACCT #2216-1040-5	STREET LIGHTING	37.59
	PUD	ACCT #2048-2969-1	STREET LIGHTING	44.61
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	47.57
	PUD	ACCT #2035-0002-0	STREET LIGHTING	53.33
	PUD	ACCT #2006-6043-9	STREET LIGHTING	56.55
	PUD	ACCT #2039-9634-3	STREET LIGHTING	59.30
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	65.88
	PUD	ACCT #2032-9121-6	GENERAL	105.44
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	121.95
	PUD	ACCT #2200-2051-1	STREET LIGHTING	222.07
	PUD	ACCT #2008-1280-8	PUMPING PLANT	748.33
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,181.07
	PUD	ACCT #2016-1747-9	CITY HALL	1,332.94
127297	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
127298	RAM SPV II, LLC	TRAILER RENTAL	STORM DRAINAGE	436.40
	RAM SPV II, LLC		SEWER SERV MAINT	436.40
127299	RINKU SINGH	UB REFUND	WATER/SEWER OPERATION	249.55
127300	RMT EQUIPMENT	BLADE KITS	SMALL ENGINE SHOP	102.85
127301	ROY ROBINSON	IGNITION KEYS (4)	EQUIPMENT RENTAL	278.38
127302	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,850.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/13/2018 TO 9/19/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127303	SAFEWAY INC.	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	28.69
127304	SAFEWAY INC.	DAYCAMP/WELLNESS SUPPLIES	PERSONNEL ADMINISTRATION	16.09
	SAFEWAY INC.		RECREATION SERVICES	22.85
127305	SAFEWAY INC.	MEETING/NNO/TRIATHLON SUPPLIES	EXECUTIVE ADMIN	95.68
	SAFEWAY INC.		PERSONNEL ADMINISTRATION	182.22
127306	SCHLEPP, JENNIFER	UB REFUND	WATER/SEWER OPERATION	14.27
127307	SCORE	INMATE HOUSING-AUGUST 2018	DETENTION & CORRECTION	24,000.00
127308	SEA-ALASKA INDUSTRIA	REBUILD AERATOR MOTOR	WASTE WATER TREATMENT	865.16
	SEA-ALASKA INDUSTRIA	REBUILD AERATOR PUMP MOTOR	WASTE WATER TREATMENT	1,451.03
	SEA-ALASKA INDUSTRIA	REPLACED MOTOR-WWTP	WASTE WATER TREATMENT	1,451.03
	SEA-ALASKA INDUSTRIA	REBUILD AERATOR MOTOR	WASTE WATER TREATMENT	1,661.59
	SEA-ALASKA INDUSTRIA	REBUILD PUMP CEDARCREST LIFT STATION	SEWER LIFT STATION	5,336.79
	SEA-ALASKA INDUSTRIA	REBUILD SOPER LIFT STATION PUMP	SEWER LIFT STATION	7,944.66
127309	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		POLICE INVESTIGATION	59.28
127310	SHUMAKER, JON T	UB REFUND	WATER/SEWER OPERATION	474.28
127311	SMITH, BRAD	PER DIEM 9/17-9/19	POLICE PATROL	206.50
127312	SNO CO SUPERIOR	BAIL POSTED	GENERAL FUND	2,500.00
127313	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	617.08
127314	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	84,327.15
127315	SNYDER, CANON	MOTHER/SON DANCE 5/23/19	RECREATION SERVICES	375.00
	SNYDER, CANON	FATHER/DAUGHTER DANCE 2/9/19	RECREATION SERVICES	750.00
127316	SOLID WASTE SYSTEMS	CONTAINER LOCK ARMS	EQUIPMENT RENTAL	225.48
127317	SONITROL	SECURITY MONITORING	STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	575.76
127318	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	100.03
127319	SOUND PUBLISHING	LEGAL AD	GMA-PARKS	112.90
127320	SOUND SAFETY	BOOTS-RASAR	ENGR-GENL	173.86
	SOUND SAFETY	BOOTS AND JEANS-DOUGLAS	SOLID WASTE OPERATIONS	284.39
127321	SRV CONSTRUCTION	PAY ESTIMATE #1	ARTERIAL STREET-GENL	63,475.43
127322	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	168.24
	STAPLES		EXECUTIVE ADMIN	351.30
127323	STATE PATROL	FINGERPRINT ID SERVICES	OFFICE OPERATIONS	32.00
	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	120.00
	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	368.00
127324	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
127325	SUPERIOR PRINTING	BANK BAGS	GENERAL FUND	-9.24
	SUPERIOR PRINTING		FINANCE-GENL	110.83
127326	SUPERIOR SOLE WELDIN	WELD BENCHES AND TABLES	PARK & RECREATION FAC	754.97
127327	SUPPLYWORKS	DEGREASER	ER&R	802.43
127328	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	23.91
127329	TACOMA SCREW PRODUCT	BATTERIES, PAINT STICKS, TORCH AND SPRAY	ER&R	514.00
127330	TETRA TECH INC.	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	5,711.72
127331	THORNE, LISA	REFUND CLASS FEES	PARKS-RECREATION	10.00
	THORNE, LISA		PARKS-RECREATION	10.00
127332	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG	303.96
	THYSSENKRUPP ELEVATO		CITY HALL	303.96

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127333	TRAFFIC SAFETY SUPPL	BAND IT POWER TOOL	TRANSPORTATION	2,872.36
127334	TRANSPORTATION, DEPT	GOOD TO GO FEES	POLICE PATROL	2.75
127335	TRIVETT, MARK A	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
127336	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	29.86
127337	USA BLUEBOOK	SWING SAMPLER POLE	WASTE WATER TREATMENT	170.07
127338	VETCO ELECTRONICS	RESISTORS FOR TEST BOARD	TRANSPORTATION	186.65
127339	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	586.00
	WA STATE TREASURER		GENERAL FUND	37,347.40
127340	WA STATE TREASURER	FORFEITURE QTR 2 2018	DRUG SEIZURE	1,844.36
127341	WALDROP, JOHN K	UB REFUND	WATER/SEWER OPERATION	24.13
127342	WASHINGTON STATE UNV	PESTICIDE RECERTIFICATION-JESSEN	UTIL ADMIN	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERTIFICATION-AKAU	UTIL ADMIN	214.92
127343	WASHINGTON TRACTOR	MOWER BLADES	PARK & RECREATION FAC	1,664.20
127344	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	310.48
127345	WESTERN FACILITIES	DISPENSER AND SPRAY	MAINT OF GENL PLANT	104.72
127346	WESTERN SYSTEMS	BATTERIES (4)	STREET LIGHTING	1,264.17
	WESTERN SYSTEMS	UPS POWER MOD, TRANSFER SWITCH	STREET LIGHTING	1,631.57
	WESTERN SYSTEMS	BATTERY SET CLARY	STREET LIGHTING	1,756.45
	WESTERN SYSTEMS	POLES, BASES AND BOLT SETS	CITY STREET-GENL	1,879.88
	WESTERN SYSTEMS	UPS POWER MOD, SWITCH, BATTERY	STREET LIGHTING	2,953.48
127347	WESTERN TRUCK	INSTALL BACK UP CAMERA #J007	SOLID WASTE OPERATIONS	3,425.84
127348	WILLIAMSON, DONN	UB REFUND	WATER/SEWER OPERATION	109.20
127349	WOOLMAN, DANIEL & AL		WATER/SEWER OPERATION	187.15
127350	YAKIMA COUNTY DOC	INMATE HOUSING-AUGUST 2018	DETENTION & CORRECTION	15,042.65

WARRANT TOTAL:

1,447,594.05

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

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 8, 2018

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 September 20, 2018 payroll in the amount \$1,263,029.05, paid by EFT Transactions and Check No.'s 31982 through 32011.

COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 8, 2018

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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the September 26, 2018 claims in the amount of \$1,912,141.49 paid by EFT transactions and Check No.'s 127351 through 127515 with no Check No. voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,912,141.49 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 127351 THROUGH 127515 WITH NO CHECK NO.'S VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **8th DAY OF OCTOBER 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/20/2018 TO 9/26/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127351	FIRST AMERICAN TITLE	CLOSING FUNDS 1321 5TH ST	NON-DEPARTMENTAL	346,043.61
127352	REVENUE, DEPT OF	SALES AND USE TAXES-AUG 2018	INFORMATION SERVICES	-56.67
	REVENUE, DEPT OF		COMMUNITY	0.96
	REVENUE, DEPT OF		RECREATION SERVICES	6.23
	REVENUE, DEPT OF		POLICE ADMINISTRATION	37.67
	REVENUE, DEPT OF		ER&R	123.18
	REVENUE, DEPT OF		WATER/SEWER OPERATION	243.93
	REVENUE, DEPT OF		GENERAL FUND	597.17
	REVENUE, DEPT OF		GOLF ADMINISTRATION	4,425.79
	REVENUE, DEPT OF		STORM DRAINAGE	6,347.49
	REVENUE, DEPT OF		GOLF COURSE	13,450.46
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	36,276.94
	REVENUE, DEPT OF		UTIL ADMIN	71,836.53
127353	ADAMS, CARL J	UB REFUND	WATER/SEWER OPERATION	420.60
127354	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	84.84
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION	394.10
	ADVANTAGE BUILDING S		COMMUNITY CENTER	848.41
	ADVANTAGE BUILDING S		UTIL ADMIN	848.41
	ADVANTAGE BUILDING S		COURT FACILITIES	1,272.61
	ADVANTAGE BUILDING S		CITY HALL	1,272.61
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	1,660.32
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,696.70
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,873.16
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,817.82
127355	ALFYS PIZZA	CLEAN UP FRIDAY LUNCHEON ON 9/7/18	UTIL ADMIN	242.17
127356	ALL BATTERY SALES &	HEADLAMPS	ER&R	87.19
127357	AM TEST INC	NPDES PRIORITY POLLUTANT SCAN	WASTE WATER TREATMENT	850.00
127358	ANDES LAND SURVEY	CITY CENTER SITE SURVEY	NON-DEPARTMENTAL	35,000.00
127359	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	8.02
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	103.54
127360	AXIS ROOF & GUTTER	ROOF/GUTTERS/SKYLIGHT INSTALLATION	PARK & RECREATION FAC	5,819.39
127361	BAIRD, RETHA	UB REFUND	WATER/SEWER OPERATION	173.92
127362	BANK OF AMERICA	SUPPLY REIMBURSEMENT	SOLID WASTE OPERATIONS	25.31
127363	BANK OF AMERICA	PURCHASE REIMBURSEMENT	GENERAL FUND	39.72
127364	BANK OF AMERICA	TRAVEL REIMBURSEMENT	PERSONNEL ADMINISTRATION	494.06
127365	BARKER, ROCHELLE	REIMBURSE POSTAGE EXPENSE	LEGAL-GENL	7.90
127366	BAY ALARM COMPANY	ANNUAL FIRE INSPECTION	COURT FACILITIES	130.83
127367	BICKFORD FORD	2018 FORD F150	EQUIPMENT RENTAL	33,334.36
	BICKFORD FORD		EQUIPMENT RENTAL	33,334.36
127368	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,618.60
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,087.64
127369	BLAIR, JACK	UB REFUND	WATER/SEWER OPERATION	71.60
127370	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	NON-DEPARTMENTAL	102,475.06
127371	BROOKS, DIANE E	INSTRUCTOR SERVICES	RECREATION SERVICES	36.00
127372	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	161.46
127373	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	450.00
127374	CARD, NICHOLAS D	UB REFUND	WATER/SEWER OPERATION	24.07
127375	CASCADE SEPTIC, LLC	PORTABLE SERVICE	SOURCE OF SUPPLY	326.70
127376	CENTRAL WELDING SUPP	SURVEYOR VESTS	ER&R	20.73
	CENTRAL WELDING SUPP		ER&R	22.09
	CENTRAL WELDING SUPP		ER&R	82.92
	CENTRAL WELDING SUPP	GLOVES	ER&R	88.37
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	157.76
	CENTRAL WELDING SUPP	PADLOCKS AND EAR PLUGS	ER&R	163.98
	CENTRAL WELDING SUPP	FIRST AID KITS	ER&R	185.47
	CENTRAL WELDING SUPP	SURVEYOR VESTS	ER&R	422.79

**CITY OF MARYSVILLE
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FOR INVOICES FROM 9/20/2018 TO 9/26/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127376	CENTRAL WELDING SUPP	GLOVES AND DUCT TAPE	ER&R	521.99
127377	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT	4,089.24
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT	4,101.12
127378	CHHABRA, NARESH & IN	UB REFUND	WATER/SEWER OPERATION	7.78
127379	COASTAL FARM & HOME	HITCH PINS	SUNNYSIDE FILTRATION	4.35
	COASTAL FARM & HOME	TIMER AND PEAT MOSS	WASTE WATER TREATMENT	106.87
	COASTAL FARM & HOME	TORCHES	ROADWAY MAINTENANCE	137.44
127380	COMCAST	CABLE SERVICE-KBCC	COMMUNITY CENTER	50.99
127381	COOP SUPPLY	PEAT MOSS	PARK & RECREATION FAC	41.44
	COOP SUPPLY	SPREADER, FERTILIZER AND HOSE	WASTE WATER TREATMENT	62.75
127382	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	33.60
	COPIERS NORTHWEST		COMMUNITY CENTER	43.45
	COPIERS NORTHWEST		GENERAL	104.07
	COPIERS NORTHWEST		WASTE WATER TREATMENT	131.38
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.55
	COPIERS NORTHWEST		PROBATION	147.57
	COPIERS NORTHWEST		ENGR-GENL	160.19
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.26
	COPIERS NORTHWEST		PARK & RECREATION FAC	346.62
	COPIERS NORTHWEST		POLICE INVESTIGATION	362.55
	COPIERS NORTHWEST		UTIL ADMIN	383.38
	COPIERS NORTHWEST		COMMUNITY	476.59
	COPIERS NORTHWEST		DETENTION & CORRECTION	492.50
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	593.42
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,152.66
127383	CRAIN, LISA	REFUND CLASS FEES	PARKS-RECREATION	30.00
127384	CUZ CONCRETE PROD	CATCH BASINS AND RISERS	ARTERIAL STREET-GENL	531.30
127385	DAILY JOURNAL OF COM	LEGAL AD	GMA-PARKS	168.00
127386	DAY WIRELESS SYSTEMS	CALIBRATIONS	POLICE PATROL	152.74
127387	DEFENDERS - PERMITS	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
127388	DELL	MONITOR	WASTE WATER TREATMENT	215.79
127389	DICKS TOWING	TOWING EXPENSE-MP18-46180	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-47134	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-47171	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-47978	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-49338	POLICE PATROL	71.61
	DICKS TOWING	WINCH TRAILER W/BACKHOE	WATER RESERVOIRS	2,700.23
127390	DRIVELINES NW	FLANGE YOKES AND U-JOINT	EQUIPMENT RENTAL	80.70
127391	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	3.45
	E&E LUMBER	BOLTS AND TAPE	OPERA HOUSE	8.67
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	13.60
	E&E LUMBER	LUMBER	STORM DRAINAGE	14.58
	E&E LUMBER		SEWER MAIN COLLECTION	14.58
	E&E LUMBER	PVC PIPE	WATER SERVICES	14.65
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	18.75
	E&E LUMBER	PLYWOOD	PARK & RECREATION FAC	28.49
	E&E LUMBER	MANIFOLD AND SPRINKLER	WASTE WATER TREATMENT	34.82
	E&E LUMBER	HOSE, NOZZLE AND UTILITY BRUSH	PUBLIC SAFETY BLDG	40.60
	E&E LUMBER	CAULKING AND RAGS	PARK & RECREATION FAC	43.93
	E&E LUMBER	U-BOLTS	TRANSPORTATION	47.08
	E&E LUMBER	SIDING	PARK & RECREATION FAC	62.51
	E&E LUMBER	WEDGE BOLTS	PARK & RECREATION FAC	79.58
	E&E LUMBER	AUTO WASH, NOZZLES, CLEANER AND HOSE	ROADWAY MAINTENANCE	115.19
	E&E LUMBER	GRAFFITI CLEANER	ROADSIDE VEGETATION	219.93

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127392	EAST JORDAN IRON WOR	CB LIDS	ARTERIAL STREET-GENL	381.24
127393	EDGE ANALYTICAL	LAB ANALYSIS	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	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	21.00
	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	29.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	31.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	36.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	58.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	114.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	114.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	114.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	242.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	535.00
127394	EMME, KYLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	27.91
127395	ENCHANTING PRINCESS	ENTERTAINMENT 9/30/18	RECREATION SERVICES	1,350.00
127396	ENVIRO-CLEAN EQUIP	VAC-CON TRASH PUMP REPAIR/TRAINING	STORM DRAINAGE	329.48
	ENVIRO-CLEAN EQUIP		SEWER MAIN COLLECTION	329.48
127397	ENVIRONMENTAL PRODUC	50' HULK HOSE	WATER/SEWER OPERATION	-356.87
	ENVIRONMENTAL PRODUC	ALUMINUM TUBE FLANGES	WATER/SEWER OPERATION	-66.80
	ENVIRONMENTAL PRODUC	HALOGEN SPOTLIGHTS	WATER/SEWER OPERATION	-24.13
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	144.64
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	144.65
	ENVIRONMENTAL PRODUC	ALUMINUM TUBE FLANGES	WATER DIST MAINS	800.92
	ENVIRONMENTAL PRODUC	50' HULK HOSE	STORM DRAINAGE	2,139.23
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	2,139.24
127398	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	1,893.20
	EVERETT, CITY OF		WASTE WATER TREATMENT	3,189.60
127399	EVERGREEN RURAL WATE	EMPLOYMENT AD	UTIL ADMIN	50.00
127400	FASTENAL COMPANY	FASTENERS	PARK & RECREATION FAC	45.27
	FASTENAL COMPANY		PARK & RECREATION FAC	45.27
127401	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	576.00
127402	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	50.45
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	56.28
	FRONTIER COMMUNICATI		COMMUNITY	56.28
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	69.17
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	69.17
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	80.53
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	80.53
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	85.62
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	100.78
127403	GALLS, LLC	UNIFORM-PERRY	POLICE PATROL	184.11

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127403	GALLS, LLC	UNIFORM-PERRY	POLICE PATROL	208.15
	GALLS, LLC		POLICE PATROL	289.54
127404	GEIST, LOIS	REIMBURSE MEAL-TRAINING	WATER DIST MAINS	7.69
127405	GIESBRECHT, BRADFORD	INSTRUCTOR SERVICES	RECREATION SERVICES	210.00
127406	GOBLE SAMPSON ASSOC	QDOS PUMPHEAD (4)	PUMPING PLANT	970.58
127407	GOTCHA PEST CONTROL	PEST CONTROL	UTIL ADMIN	109.10
	GOTCHA PEST CONTROL		MAINT OF GENL PLANT	109.10
	GOTCHA PEST CONTROL		COMMUNITY CENTER	109.10
	GOTCHA PEST CONTROL		COURT FACILITIES	109.10
	GOTCHA PEST CONTROL		CITY HALL	109.10
	GOTCHA PEST CONTROL		WASTE WATER TREATMENT	218.20
	GOTCHA PEST CONTROL		PUBLIC SAFETY BLDG	218.20
127408	GRAINGER	RESPIRATORS, EAR PLUGS, SOAP & GLOVES	ER&R	214.14
	GRAINGER	EYE WASH/SHOWER ASSEMBLY	EQUIPMENT RENTAL	944.66
127409	GRANICH ENGINEERED	FILTER FEED PUMPS	WASTE WATER TREATMENT	312,462.40
127410	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	14,687.19
127411	GREENSHIELDS	COUPLINGS	EQUIPMENT RENTAL	73.63
127412	HA, ELIZABETH JEAN	INSTRUCTOR SERVICES	RECREATION SERVICES	36.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	112.80
127413	HACH COMPANY	CARTRIDGE	SUNNYSIDE FILTRATION	18.43
	HACH COMPANY	TURBIDITY SENSOR	WATER FILTRATION PLANT	951.62
	HACH COMPANY	REGENT KITS, TUBING KITS AND CYLINDERS	SUNNYSIDE FILTRATION	3,697.04
127414	HD FOWLER COMPANY	T-BOLT	WATER RESERVOIRS	13.07
	HD FOWLER COMPANY	GASKET	SOURCE OF SUPPLY	22.99
	HD FOWLER COMPANY	PVC PIPE, ADAPTER AND CAP	WASTE WATER TREATMENT	27.13
	HD FOWLER COMPANY	BRASS PARTS	SUNNYSIDE FILTRATION	199.07
	HD FOWLER COMPANY	ADAPTERS	WATER SERVICES	505.82
	HD FOWLER COMPANY	BRASS PARTS	SUNNYSIDE FILTRATION	556.58
	HD FOWLER COMPANY	METER BOX COVERS (40)	WATER SERVICES	650.35
	HD FOWLER COMPANY	CONCRETE LIDS (20)	WATER DIST MAINS	882.62
127415	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	16,518.04
	HDR ENGINEERING		GMA - STREET	54,063.08
127416	HERC RENTALS INC	BOOM TRUCK RENTAL	WATER RESERVOIRS	2,008.27
127417	HEWLETT PACKARD	PRINTER/COPIER CHARGES	UTIL ADMIN	0.22
	HEWLETT PACKARD		POLICE INVESTIGATION	3.83
	HEWLETT PACKARD		SEWER MAIN COLLECTION	4.73
	HEWLETT PACKARD		STORM DRAINAGE	4.73
	HEWLETT PACKARD		POLICE PATROL	5.53
	HEWLETT PACKARD		PARK & RECREATION FAC	12.10
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	22.66
	HEWLETT PACKARD		LEGAL - PROSECUTION	48.40
	HEWLETT PACKARD		CITY CLERK	71.86
	HEWLETT PACKARD		FINANCE-GENL	71.86
	HEWLETT PACKARD		MUNICIPAL COURTS	76.82
	HEWLETT PACKARD		WASTE WATER TREATMENT	81.46
	HEWLETT PACKARD		UTILITY BILLING	151.47
	HEWLETT PACKARD		COMPUTER SERVICES	378.08
127418	HOLMSTEAD, COLBY & E	UB REFUND	WATER/SEWER OPERATION	16.57
127419	HUMAN SERVICES	EMBEDDED SW PAYMENT 2ND QTR 2018	EMBEDDED SOCIAL WORKER	15,058.50
127420	HUMPHRI, HEATHER	UB REFUND	WATER/SEWER OPERATION	3.31
127421	INLAND POTABLE SERVI	PAY ESTIMATE #1	WATER/SEWER OPERATION	-2,050.50
	INLAND POTABLE SERVI		WATER RESERVOIRS	44,741.91
127422	INT'L CODE COUNCIL	MEMBERSHIP DUES-DORCAS	COMMUNITY	410.00
127423	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	144.90
127424	JAMMEH, BINTOU	REFUND WABO INSPECTION FEE	NON-BUS LICENSES AND	300.00
127425	JOHNSON, SAMANTHA	RENTAL FEE REFUND	PARKS-RECREATION	70.00
127426	KAR GOR INC	TRAFIRADAR AND TIX-EDGE CARD	TRANSPORTATION	3,709.40

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127427	KENCO CORP KENCO CORP	CUSTOM CURB LIFTER	CITY STREETS GENERAL	-204.75 2,454.75
127428	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	STORM DRAINAGE	6,512.00
127429	KING, ANGELA KING, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES RECREATION SERVICES	90.00 138.00
127430	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	966.68
127431	KUNG FU 4 KIDS KUNG FU 4 KIDS KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES RECREATION SERVICES RECREATION SERVICES	249.20 312.90 749.70
127432	LASTING IMPRESSIONS LASTING IMPRESSIONS LASTING IMPRESSIONS LASTING IMPRESSIONS	EMPLOYEE BBQ BAKE-OFF APRON MESH STRETCH CAPS (30)	PERSONNEL ADMINISTRATION UTIL ADMIN UTIL ADMIN STORM DRAINAGE	35.33 179.25 179.25 179.25
127433	LAYFIELD USA CORP LAYFIELD USA CORP	PAY ESTIMATE #1	WATER/SEWER OPERATION WATER RESERVOIRS	-11,012.30 240,288.29
127434	LES SCHWAB TIRE CTR	TIRES (8)	ER&R	2,110.65
127435	LESTER, TERI	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATION	51.56
127436	LOOMIS LOOMIS LOOMIS LOOMIS LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY UTIL ADMIN GOLF ADMINISTRATION UTILITY BILLING POLICE ADMINISTRATION MUNICIPAL COURTS	112.98 112.98 176.69 225.97 451.93 451.93
127437	LOOMIS, TODD	PIANO TUNING	OPERA HOUSE	556.85
127438	LOWES HIW INC LOWES HIW INC LOWES HIW INC	SEALANT WOOD FERTILIZER AND SPRAY GREEN	SUNNYSIDE FILTRATION OPERA HOUSE WASTE WATER TREATMENT	27.92 82.87 123.65
127439	MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING	ENVELOPES COUPON BOOK PRINTING BASKETBALL FLYERS	WATER FILTRATION PLANT COMMUNITY OPERA HOUSE RECREATION SERVICES RECREATION SERVICES	102.12 153.18 336.12 430.64 430.64
127440	MARYSVILLE SCHOOL MARYSVILLE SCHOOL MARYSVILLE SCHOOL MARYSVILLE SCHOOL MARYSVILLE SCHOOL	FACILITY USEAGE-GROVE FACILITY USEAGE-MPHS FACILITY USEAGE-GROVE FACILITY USEAGE-TMS FACILITY USEAGE-ACE	RECREATION SERVICES RECREATION SERVICES RECREATION SERVICES RECREATION SERVICES RECREATION SERVICES	27.00 96.00 516.00 682.50 1,572.00
127441	MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE UTILITY SERVICE-5626 61ST ST NE UTILITY SERVICE-TUSCAN RIDGE IRR	GOLF ADMINISTRATION PARK & RECREATION FAC PARK & RECREATION FAC	203.02 213.01 359.45
127442	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
127443	MCCLURE, LES & TIFFA	UB REFUND	WATER/SEWER OPERATION	8.76
127444	MCCORMICK, SUSIE	REFUND CLASS FEES	PARKS-RECREATION	15.00
127445	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY	2,000.88
127446	MCLOUGHLIN & EARDLEY	WELEN EMMITTER CONTROLS	ER&R	831.35
127447	MILES SAND & GRAVEL	CEMENT	TRANSPORTATION	564.60
127448	MORSE, KAREN J	UB REFUND	WATER/SEWER OPERATION	369.70
127449	MOTOR TRUCKS MOTOR TRUCKS MOTOR TRUCKS	RETURN VALVE VALVE RELEASE VALVE	ER&R ER&R ER&R	-37.80 11.22 37.80
127450	NATIONAL BARRICADE	SIGNS AND STANDS	ROADWAY MAINTENANCE	50.64
127451	NELSON, CASHE NELSON, CASHE	FILL STATION PERMIT REFUND	WATER-UTILITIES/ENVIRONMN WATER/SEWER OPERATION	-4.90 100.00
127452	NORTH SOUND HOSE NORTH SOUND HOSE NORTH SOUND HOSE	RETURN HARDWARE HOSES PVC AND HARDWARE	SUNNYSIDE FILTRATION SUNNYSIDE FILTRATION SUNNYSIDE FILTRATION	-1,388.01 48.31 2,713.99
127453	NORTHEND TRUCK EQUIP	REPLACED HITCH AND HARDWARE	EQUIPMENT RENTAL	823.71

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127454	NORTHSTAR CHEMICAL	COARSE SOLAR SALT	SUNNYSIDE FILTRATION	5,043.40
127455	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #P185	EQUIPMENT RENTAL	1,168.41
127456	NWCICC	MEMBERSHIP RENEWAL-DORCAS	COMMUNITY	25.00
127457	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	3.84
	OFFICE DEPOT		ENGR-GENL	3.84
	OFFICE DEPOT		STORM DRAINAGE	4.01
	OFFICE DEPOT		SUNNYSIDE FILTRATION	4.01
	OFFICE DEPOT		UTILITY BILLING	7.92
	OFFICE DEPOT		UTIL ADMIN	30.66
	OFFICE DEPOT		ENGR-GENL	30.67
	OFFICE DEPOT		UTIL ADMIN	86.61
	OFFICE DEPOT		UTIL ADMIN	96.22
	OFFICE DEPOT		STORM DRAINAGE	103.81
	OFFICE DEPOT		SUNNYSIDE FILTRATION	103.81
	OFFICE DEPOT		POLICE PATROL	114.52
	OFFICE DEPOT		COMMUNITY	120.41
	OFFICE DEPOT		POLICE PATROL	146.95
	OFFICE DEPOT		COMMUNITY	169.07
	OFFICE DEPOT		UTILITY BILLING	231.39
127458	OTAK	PROFESSIONAL SERVICES	GMA - STREET	6,575.00
	OTAK		GMA - STREET	113,702.25
127459	PANG BIN ZHANG YING	UB REFUND	WATER/SEWER OPERATION	35.93
127460	PARTS STORE, THE	AXLE SEAL	EQUIPMENT RENTAL	21.37
	PARTS STORE, THE	BRAKE ROTORS, BRAKE PADS & SPARK PLUGS	EQUIPMENT RENTAL	236.40
	PARTS STORE, THE	AIR, OIL, FUEL FILTERS AND ADDITIVE	ER&R	269.15
	PARTS STORE, THE	GREASE GUNS	SOLID WASTE OPERATIONS	567.30
	PARTS STORE, THE	TRANSMISSION FLUID	SOLID WASTE OPERATIONS	960.08
127461	PEACE OF MIND	HEARING EXAMINER MEETING MINUTES	COMMUNITY	128.70
127462	PENNINGTON, PHIL L &	UB REFUND	WATER/SEWER OPERATION	99.57
127463	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	70.03
	PETROCARD SYSTEMS		STORM DRAINAGE	112.37
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	187.24
	PETROCARD SYSTEMS		COMMUNITY	383.67
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,405.60
	PETROCARD SYSTEMS		GENERAL	2,749.02
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,736.23
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,783.55
	PETROCARD SYSTEMS		POLICE PATROL	8,752.65
127464	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	136.38
	PGC INTERBAY LLC		PRO-SHOP	178.49
	PGC INTERBAY LLC		PRO-SHOP	234.00
	PGC INTERBAY LLC		PRO-SHOP	690.15
	PGC INTERBAY LLC		MAINTENANCE	725.96
	PGC INTERBAY LLC		PRO-SHOP	737.65
	PGC INTERBAY LLC		MAINTENANCE	1,255.45
	PGC INTERBAY LLC		MAINTENANCE	1,275.36
	PGC INTERBAY LLC		MAINTENANCE	1,476.97
	PGC INTERBAY LLC		MAINTENANCE	1,581.29
	PGC INTERBAY LLC		MAINTENANCE	2,032.59
	PGC INTERBAY LLC		GOLF COURSE	3,698.04
127465	PICK OF THE LITTER	BANNERS	COMMUNITY CENTER	182.78
	PICK OF THE LITTER		OPERA HOUSE	182.79
127466	PILCHUCK RENTALS	GENERATOR RENTAL	SUNNYSIDE FILTRATION	1,418.30
127467	PLATT ELECTRIC	PLUG	SUNNYSIDE FILTRATION	76.29
	PLATT ELECTRIC	FUSES	SEWER LIFT STATION	170.81
127468	POLLARDWATER	FLUSHING PROGRAM TESTING ITEMS	WATER DIST MAINS	134.80
127469	POSTAL SERVICE	POSTAGE	COMPUTER SERVICES	25.61

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127469	POSTAL SERVICE	POSTAGE	UTIL ADMIN	51.81
	POSTAL SERVICE		COMMUNITY	58.50
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	128.92
	POSTAL SERVICE		EXECUTIVE ADMIN	234.11
	POSTAL SERVICE		PARK & RECREATION FAC	268.55
	POSTAL SERVICE		LEGAL-GENL	897.80
	POSTAL SERVICE		FINANCE-GENL	1,063.00
	POSTAL SERVICE		UTILITY BILLING	1,271.70
127470	POSTAL SERVICE		COMMUNITY	-0.03
	POSTAL SERVICE		COMMUNITY	7.33
	POSTAL SERVICE		UTIL ADMIN	8.23
	POSTAL SERVICE		COMMUNITY	28.49
	POSTAL SERVICE		UTIL ADMIN	34.03
	POSTAL SERVICE		COMMUNITY	36.85
	POSTAL SERVICE		UTIL ADMIN	148.55
	POSTAL SERVICE		COMMUNITY	180.00
	POSTAL SERVICE		UTIL ADMIN	320.00
127471	POTTER, BRENT	REIMBURSE MEAL-TRAINING	WATER DIST MAINS	10.03
127472	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	28.80
	POTTERY NOOK, THE		RECREATION SERVICES	43.20
127473	PUD	ACCT #205136245	SEWER LIFT STATION	17.49
	PUD	ACCT #205195373	PARK & RECREATION FAC	17.58
	PUD	ACCT #202461034	UTIL ADMIN	17.82
	PUD	ACCT #202461026	MAINT OF GENL PLANT	18.71
	PUD	ACCT #202031134	PUMPING PLANT	18.89
	PUD	ACCT #200973956	SEWER LIFT STATION	21.93
	PUD	ACCT #203569751	STORM DRAINAGE	27.21
	PUD	ACCT #202794657	TRANSPORTATION	41.37
	PUD	ACCT #200448801	TRANSPORTATION	47.75
	PUD	ACCT #202524690	PUMPING PLANT	52.15
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	52.34
	PUD	ACCT #203430897	STREET LIGHTING	52.67
	PUD	ACCT #201628880	WASTE WATER TREATMENT	60.39
	PUD	ACCT #202288585	TRANSPORTATION	63.78
	PUD	ACCT #200625382	SEWER LIFT STATION	66.45
	PUD	ACCT #221115934	MAINT OF GENL PLANT	77.36
	PUD	ACCT #220681340	STORM DRAINAGE	91.41
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	95.18
	PUD	ACCT #201225067	PARK & RECREATION FAC	102.52
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	110.38
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	171.13
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	216.03
	PUD	ACCT #200223857	PARK & RECREATION FAC	220.52
	PUD	ACCT #201247699	STREET LIGHTING	256.36
	PUD	ACCT #201147253	PUMPING PLANT	307.61
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	413.33
	PUD	ACCT #201675634	WASTE WATER TREATMENT	487.42
	PUD	ACCT #200303477	WATER FILTRATION PLANT	548.38
	PUD	ACCT #220824148	WASTE WATER TREATMENT	567.77
	PUD	ACCT #202177333	MAINT OF GENL PLANT	734.21
	PUD	ACCT #201587284	WASTE WATER TREATMENT	939.24
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,009.12
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,087.54
	PUD	ACCT #201577921	PUMPING PLANT	5,573.22
	PUD	ACCT #202075008	WASTE WATER TREATMENT	7,061.13
	PUD	ACCT #201420635	WASTE WATER TREATMENT	7,301.58

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127473	PUD	ACCT #201721180	WASTE WATER TREATMENT	14,597.14
127474	PUGET SOUND SECURITY	KEYS MADE	CITY HALL	10.91
127475	RAIN FOR RENT	BACK UP PUMP PROJECT PARTS-WWTP	WASTE WATER TREATMENT	1,758.21
127476	RANCOURT, JENNIFER	PRO-TEM SERVICES	MUNICIPAL COURTS	740.00
127477	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	13,613.52
127478	RMT EQUIPMENT	FEE ON INVOICE #P02815	PARK & RECREATION FAC	19.48
127479	ROMAINE ELECTRIC	STARTER	EQUIPMENT RENTAL	388.27
127480	SACAPANO-SMITH, MARI	UB REFUND	WATER/SEWER OPERATION	60.48
127481	SAFEWAY INC. SAFEWAY INC. SAFEWAY INC.	BATTERIES/VINEGAR/GATORADE	SOURCE OF SUPPLY PUMPING PLANT SUNNYSIDE FILTRATION	17.41 31.62 35.91
127482	SCCFOA	MEETING 9/27/18 (2)	CITY CLERK	40.00
127483	SHRED-IT US	MONTHLY SHREDDING SERVICES	PERSONNEL ADMINISTRATION	4.56
127484	SIX ROBBLEES INC SIX ROBBLEES INC	AIR TOOL FITTINGS	EQUIPMENT RENTAL EQUIPMENT RENTAL	36.14 50.51
127485	SKC COMM PRODUCTS SKC COMM PRODUCTS	LIFESIZE EXPRESS 220 AMS RENEWAL	PROBATION MUNICIPAL COURTS	662.04 1,986.14
127486	SMITH, CATE	REFUND CLASS FEES	PARKS-RECREATION	15.00
127487	SMITH, RICHARD	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,020.00
127488	SNAP-ON INCORPORATED	TOOL BOX LOCKER	SMALL ENGINE SHOP	1,184.65
127489	SNO CO FINANCE SNO CO FINANCE SNO CO FINANCE SNO CO FINANCE	COMPLETE BUILD UP OF 4 POLICE VEHICLES	EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL	1,175.61 2,314.74 3,086.92 3,262.47
127490	SOLID WASTE SYSTEMS	DIAGNOSE AND REPAIR #J025	EQUIPMENT RENTAL	1,875.41
127491	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	261.07
127492	SOUND PUBLISHING		GMA-PARKS	92.89
127493	SOUND SAFETY	JEANS AND BOOTS-WESSEL	COMMUNITY	242.69
127494	STANWOOD REDI-MIX	AREA PEA/SAND MIX	SIDEWALKS MAINTENANCE	464.77
127495	STATE AUDITORS OFFIC STATE AUDITORS OFFIC	AUDIT PERIOD 17-17	UTIL ADMIN NON-DEPARTMENTAL	6,416.84 6,416.85
127496	STEELE, ERICA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	24.91
127497	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	31.00
127498	TECHPOWER SOLUTIONS	PRINTER	POLICE PATROL	114.56
127499	TOCCO, LEAH	REIMBURSE BBQ EXPENSES	PERSONNEL ADMINISTRATION	182.57
127500	TREACY, AL	REIMBURSE WORKSHOP EXPENSE	LEGAL - PROSECUTION	159.00
127501	TROJAN TECHNOLOGIES	SENSOR AND AMALGAM 40 DEG	PUMPING PLANT	1,942.95
127502	TULALIP TRIBES OF WA	INVASIVE VEGETATION TREATMENT	STORM DRAINAGE	3,799.95
127503	UNDERHILL, DAVID & V	UB REFUND	WATER/SEWER OPERATION	208.91
127504	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	119.97
127505	USA BLUEBOOK USA BLUEBOOK USA BLUEBOOK	DRYING RACK AND WIPES CYLINDER AND FLASKS AMPULES	WASTE WATER TREATMENT WASTE WATER TREATMENT WASTE WATER TREATMENT	222.90 322.00 460.97
127506	UTILITIES SERVICE CO	REBUILD PUMP #1 MARYSVILLE WEST-WWTP	SEWER LIFT STATION	5,726.55
127507	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	922.46
127508	VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON	WIRELESS CHARGES	CRIME PREVENTION PURCHASING/CENTRAL SOLID WASTE OPERATIONS UTILITY BILLING PERSONNEL ADMINISTRATION EQUIPMENT RENTAL PROPERTY TASK FORCE FACILITY MAINTENANCE FINANCE-GENL RECREATION SERVICES LEGAL - PROSECUTION PARK & RECREATION FAC	24.00 24.00 40.01 48.00 50.95 103.23 110.46 110.46 120.46 175.23 175.69 182.46

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127508	VERIZON	WIRELESS CHARGES	OFFICE OPERATIONS	206.46
	VERIZON		LEGAL-GENL	207.36
	VERIZON		MUNICIPAL COURTS	245.71
	VERIZON		COMMUNITY SERVICES UNIT	260.93
	VERIZON		YOUTH SERVICES	276.15
	VERIZON		EXECUTIVE ADMIN	286.15
	VERIZON		SOLID WASTE CUSTOMER	311.24
	VERIZON		WATER SUPPLY MAINS	320.14
	VERIZON		DETENTION & CORRECTION	324.15
	VERIZON		WATER QUAL TREATMENT	349.73
	VERIZON		COMMUNITY	487.23
	VERIZON		GENERAL	517.70
	VERIZON		COMPUTER SERVICES	522.97
	VERIZON		STORM DRAINAGE	534.50
	VERIZON		WASTE WATER TREATMENT	579.16
	VERIZON		ENGR-GENL	708.21
	VERIZON		POLICE ADMINISTRATION	736.77
	VERIZON		POLICE INVESTIGATION	851.15
	VERIZON		UTIL ADMIN	2,013.82
	VERIZON		POLICE PATROL	4,877.14
127509	WA AUDIOLOGY SRVCS	CLINIC TESTS	POLICE ADMINISTRATION	20.00
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	40.00
127510	WASHINGTON STATE UNV	PESTICIDE RECERTIFICATION-MECHLING	TRAINING	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERTIFICATION-PIKE	TRAINING	120.00
127511	WASTE MANAGEMENT	YARD WASTE/RECYCLING SERVICE	RECYCLING OPERATION	125,779.23
127512	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	867.99
127513	WESTERN GRAPHICS	PATROL CAR GRAPHICS	EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
127514	WESTERN SYSTEMS	PUSHBUTTON CROSSWALK ASSEMBLY	CITY STREET-GENL	1,722.43
127515	WHITE CAP CONSTRUCT	CEMENT	ROADWAY MAINTENANCE	73.65

WARRANT TOTAL: 1,912,141.49

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 8, 2018

AGENDA ITEM:	
Amendments to MMC Chapter 5.02 <i>Business Licenses</i>	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Final City Business License Model Threshold Fact Sheet 2. Model Business License Threshold – FINAL Version 3. EHB 2005 4. MMC Chapter 5.02 Amendments (redline) 5. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

In the 2017 Legislative Session, Engrossed House Bill (EHB) 2005 (RCW 35.90) was passed requiring three actions by cities with business licenses and local B&O taxes:

1. Requires cities with business licenses to establish a workgroup to create a model business license with a licensing threshold;
2. Requires all cities with business licenses to administer their business license through the state’s Business Licensing System (BLS);
3. Establish a task force on local B&O tax service appointment under RCW 35.102.130 to report to the Legislature by October 2018.

EHB 2005 includes a mandatory definition of “engaging in business” and a minimum threshold exemption of \$2,000 to establish when out-of-town or transient businesses are required to be licensed.

The attached amendments include a business license exemption for businesses whose gross proceeds of sales, or gross income is equal to or less than \$2,000. This includes both businesses located within the city and businesses that do not maintain a place of business within the city. The amendments also include the required “engaging in business” definition and some general code clean-up.A

Marysville currently administers business licenses through the state’s BLS service. Therefore, the model business threshold revisions are required to be adopted, no later than October 17, 2018.

RECOMMENDED ACTION:

Adopt amendments to MMC Chapter 5.02 *Business Licenses* as required by Engrossed House Bill 2005.



Final city business license model threshold

Contact: Victoria Lincoln, Andrew Pittelkau, Sheila Gall

Business license and city B&O tax simplification

In the 2017 session, **EHB 2005** (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law:

1. Requires cities with business licenses to establish a workgroup to create a model business license with a licensing threshold by July 2018 for adoption by all business license cities by January 1, 2019;
2. Requires all cities with business license to administer their business license through the state's Business Licensing System (BLS) by 2022 or FileLocal by 2020; and
3. Establishes a task force on local B&O tax service apportionment under RCW 35.102.130 to report to the Legislature by October 2018.

Final model ordinance for local business licenses – minimum threshold

Cities were required to develop a model ordinance for business licensing by July 1, 2018. The ordinance includes a mandatory definition of “engaging in business” and a minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities must adopt it by the end of the year ([RCW 35.90.080](#)).

What is in the model?

The [model threshold](#) has two pieces: a model threshold and a definition of “engaging in business.”

1. The model business license threshold language would:
 - Apply a minimum threshold of \$2,000 per year in the city for businesses that do not have a location in the city;
 - Require a license for businesses with a location in the city without regard to the threshold;
 - Allow cities the option to require registration with no fee for businesses under the threshold; and
 - Only apply to general business licenses, not regulatory licenses or local taxes.
2. The definition of “engaging in business” includes examples of what constitutes business activities in cities that would subject a business to license requirements, as well as those activities that would not. The model language is adapted from the definition that the 45 cities with local B&O taxes have already adopted for the definition of “engaging in business” in the B&O tax model ordinance.

What are the deadlines for all cities with business licenses to adopt the model?

Cities with a business license must adopt the model by January 1, 2019. However, cities that currently partner with the state's Business Licensing Service (BLS) for business licensing administration have a deadline of October 17, 2018, because they must provide BLS 75-day notice of any changes to their business licenses (including this mandatory change).

Where can I learn more about implementing the threshold?

AWC is hosting a webinar to tell you everything you need to know to comply with the mandatory model threshold.

[Prepare to streamline your business license](#)

August 8 at 10 am | Webinar

AWC also held a presentation on this topic at its [Annual Conference](#) in June and will present at the WFOA Annual Conference on September 19 and EWFOA on October 12.

What happens if we don't enact the threshold by the deadline?

RCW 35.90.090 provides that a city cannot enforce its business license after January 1, 2019, until it has adopted the mandatory threshold.

RCW 35.90.090: "A city that has not complied with the requirements of this section by January 1, 2019, may not enforce its general business licensing requirements on any person until the date that the mandatory provisions of the model ordinance take effect within the city."

What if my city wants a higher threshold?

Cities can choose to enact a higher threshold. The \$2,000 threshold level per city per year for out-of-city businesses is the minimum level that every city must enact.

How was the business license threshold developed?

Section 8 of **EHB 2005** required cities to work through the Association of Washington Cities (AWC) to develop a model business license threshold by July 1, 2018 with a focus on determining a threshold for when a license should be required for out-of-city businesses. The bill also required input from the business community.

AWC convened a task force of city business license officials to begin drafting a model license threshold in August 2017. The group met monthly in person or via conference call to research city business license systems and existing options for establishing a model threshold and to review feedback on the proposed model from cities and the business community. AWC sent a survey to cities last fall on preferences for approaching the

model threshold and sent a draft for review to cities in March 2018. In April-June 2018, AWC sent drafts of the model to the business community for comment, and the task force met in person with business community representatives.

In response to business community concerns about the level of the threshold, the committee proposed doubling its initial proposed level to \$2,000 per year in the city for businesses without a location in the city. The committee agreed to review the threshold level in four years when the model B&O tax model ordinance will also be due for review and more information on impacts of the license threshold is known. In late June, the committee finalized the model language.

Business license model threshold implementation timeline

July 2017 – EHB 2005 takes effect

August 2017 – First meeting of city workgroup

July 1, 2018 – Deadline for city work group to develop model ordinance with minimum threshold to get a license

August 8, 2018 – AWC webinar on implementing model threshold

October 17, 2018 – Deadline for current BLS partner cities to adopt model minimum threshold and notify DOR of changes to business license for threshold adoption

(Cities on BLS plan but not yet onboarded would have later deadline of January 1, 2019)

January 1, 2019 – Deadline for all other cities to adopt model minimum threshold

How many cities does this impact?

More than 230 cities issue local business licenses.

Where can I find more information on the Business Licensing Service or FileLocal?

Business licensing service: citypartners.dor.wa.gov

FileLocal: filelocal.org

What about the provision of EHB 2005 and the scope of work for the B&O service apportionment task force?

The two-factor formula for B&O tax service apportionment was required by RCW 35.102.130, effective in 2008. The two factors, payroll and service income, have complicated multi-part tests to determine how much of business service revenues should be apportioned to a city.

EHB 2005 created a seven-member task force to make recommendations to simplify two-factor service apportionment by October 2018 with the following members:

- One Department of Revenue, non-voting chair
- Three cities with local B&O taxes
- Three business representatives

The task force has been meeting monthly since August 2017, and the deadline by which it must submit a report to the Legislature is October 31, 2018. The city representatives are:

- Chris Bothwell, Lake Forest Park
- Joseph Cunha, Seattle
- Danielle Larson, Tacoma

How did this legislation come about?

During the 2016 legislative session, lawmakers passed [HB 2959](#), establishing a task force to evaluate options to continue local business tax and licensing simplification. On December 30, 2016, the task force released its final report on local tax and licensing simplification with four main recommendations. The task force did not recommend that all cities with a business license be required to participate in the state's Business Licensing Service, nor did it recommend any centralized collection of city B&O tax at the state level. However, some of the items recommended represented a significant compromise on the part of cities.

Where can I find more information on the 2016 task force?

The report included four recommendations related to licensing, establishing a business license threshold, recommending a task force on service income apportionment, and providing for data sharing between DOR and FileLocal. Read the [full report](#).

Model Business License Threshold Final Version

June 2018

Model business license threshold options: (cities would adopt one of the options)

1. Threshold Exemption:

To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license and/or license fee requirements as outlined in this chapter:

- (1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 (or higher threshold as determined by city) and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

2. Threshold with Fee-free License/Registration-only Option:

For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 (or higher threshold as determined by city) and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

[City would list this fee-free license in its business license rates section as \$0 or no fee.]

Engaging in business model definition:

"Engaging in business"

(1) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the City.

(e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the City.

(5) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 2005

Chapter 209, Laws of 2017

65th Legislature
2017 Regular Session

MUNICIPAL BUSINESS LICENSING--STATE PARTNERSHIP--TAX APPORTIONMENT

EFFECTIVE DATE: 7/23/2017

Passed by the House April 17, 2017
Yeas 97 Nays 0

FRANK CHOPP

Speaker of the House of Representatives

Passed by the Senate April 12, 2017
Yeas 49 Nays 0

CYRUS HABIB

President of the Senate

Approved May 5, 2017 10:37 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED HOUSE BILL 2005** as passed by House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 5, 2017

**Secretary of State
State of Washington**

ENGROSSED HOUSE BILL 2005

AS AMENDED BY THE SENATE

Passed Legislature - 2017 Regular Session

State of Washington 65th Legislature 2017 Regular Session

By Representatives Lytton, Nealey, Kagi, and Ormsby

Read first time 02/07/17. Referred to Committee on Finance.

1 AN ACT Relating to improving the business climate in this state
2 by simplifying the administration of municipal general business
3 licenses; adding a new chapter to Title 35 RCW; and creating a new
4 section.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** The definitions in this section apply
7 throughout this chapter unless the context clearly requires
8 otherwise.

9 (1) "Business licensing service," "business licensing system,"
10 and "business license" have the same meaning as in RCW 19.02.020.

11 (2) "City" means a city, town, or code city.

12 (3) "Department" means the department of revenue.

13 (4) "General business license" means a license, not including a
14 regulatory license or a temporary license, that a city requires all
15 or most businesses to obtain to conduct business within that city.

16 (5) "Partner" means the relationship between a city and the
17 department under which general business licenses are issued and
18 renewed through the business licensing service in accordance with
19 chapter 19.02 RCW.

20 (6) "Regulatory business license" means a license, other than a
21 general business license, required for certain types of businesses

1 that a city has determined warrants additional regulation, such as
2 taxicab or other for-hire vehicle operators, adult entertainment
3 businesses, amusement device operators, massage parlors, debt
4 collectors, door-to-door sales persons, trade-show operators, and
5 home-based businesses.

6 NEW SECTION. **Sec. 2.** (1) Except as otherwise provided in
7 subsection (7) of this section, a city that requires a general
8 business license of any person that engages in business activities
9 within that city must partner with the department to have such
10 license issued, and renewed if the city requires renewal, through the
11 business licensing service in accordance with chapter 19.02 RCW.

12 (a) Except as otherwise provided in subsection (3) of this
13 section, the department must phase in the issuance and renewal of
14 general business licenses of cities that required a general business
15 license as of July 1, 2017, and are not already partnering with the
16 department, as follows:

17 (i) Between January 1, 2018, and December 31, 2021, the
18 department must partner with at least six cities per year;

19 (ii) Between January 1, 2022, and December 31, 2027, the
20 department must partner with the remaining cities; or

21 (iii) Between July 1, 2017 and December 31, 2022, the department
22 must partner with all cities requiring a general business license if
23 specific funding for the purposes of this subsection (iii) is
24 appropriated in the omnibus appropriations act.

25 (b) A city that imposes a general business license requirement
26 and does not partner with the department as of January 1, 2018, may
27 continue to issue and renew its general business licenses until the
28 city partners with the department as provided in subsection (4) of
29 this section.

30 (2)(a) A city that did not require a general business license as
31 of July 1, 2017, but imposes a new general business license
32 requirement after that date must advise the department in writing of
33 its intent to do so at least ninety days before the requirement takes
34 effect.

35 (b) If a city subject to (a) of this subsection (2) imposes a new
36 general business license requirement after July 1, 2017, the
37 department, in its sole discretion, may adjust resources to partner
38 with the imposing city as of the date that the new general business
39 licensing requirement takes effect. If the department cannot

1 reallocate resources, the city may issue and renew its general
2 business license until the department is able to partner with the
3 city.

4 (3) The department may delay assuming the duties of issuing and
5 renewing general business licenses beyond the dates provided in
6 subsection (1)(a) of this section if:

7 (a) Insufficient funds are appropriated for this specific
8 purpose;

9 (b) The department cannot ensure the business licensing system is
10 adequately prepared to handle all general business licenses due to
11 unforeseen circumstances;

12 (c) The department determines that a delay is necessary to ensure
13 that the transition to mandatory department issuance and renewal of
14 general business licenses is as seamless as possible; or

15 (d) The department receives a written notice from a city within
16 sixty days of the date that the city appears on the department's
17 biennial partnership plan, which includes an explanation of the
18 fiscal or technical challenges causing the city to delay joining the
19 system. A delay under this subsection (3)(d) may be for no more than
20 three years.

21 (4)(a) In consultation with affected cities and in accordance
22 with the priorities established in subsection (5) of this section,
23 the department must establish a biennial plan for partnering with
24 cities to assume the issuance and renewal of general business
25 licenses as required by this section. The plan must identify the
26 cities that the department will partner with and the dates targeted
27 for the department to assume the duties of issuing and renewing
28 general business licenses.

29 (b) By January 1, 2018, and January 1st of each even-numbered
30 year thereafter, the department must submit the partnering plan
31 required in (a) of this subsection (4) to the governor; legislative
32 fiscal committees; house local government committee; senate
33 agriculture, water, trade and economic development committee; senate
34 local government committee; affected cities; association of
35 Washington cities; association of Washington business; national
36 federation of independent business; and Washington retail
37 association.

38 (c) The department may, in its sole discretion, alter the plan
39 required in (a) of this subsection (4) with a minimum notice of
40 thirty days to affected cities.

1 (5) When determining the plan to partner with cities for the
2 issuance and renewal of general business licenses as required in
3 subsection (4) of this section, cities that notified the department
4 of their wish to partner with the department before January 1, 2017,
5 must be allowed to partner before other cities.

6 (6) A city that partners with the department for the issuance and
7 renewal of general business licenses through the business licensing
8 service in accordance with chapter 19.02 RCW may not issue and renew
9 those licenses.

10 (7) A city may decline to partner with the department for the
11 issuance and renewal of a general business license as provided in
12 subsection (1) of this section if the city participates in the online
13 local business license and tax filing portal known as "FileLocal" as
14 of July 1, 2020. For the purposes of this subsection (7), a city is
15 considered to be a FileLocal participant as of the date that a
16 business may access FileLocal for purposes of applying for or
17 renewing that city's general business license and reporting and
18 paying that city's local business and occupation taxes. A city that
19 ceases participation in FileLocal after July 1, 2020, must partner
20 with the department for the issuance and renewal of its general
21 business license as provided in subsection (1) of this section.

22 (8) By January 1, 2019, and each January 1st thereafter through
23 January 1, 2028, the department must submit a progress report to the
24 legislature. The report required by this subsection must provide
25 information about the progress of the department's efforts to partner
26 with all cities that impose a general business license requirement
27 and include:

28 (a) A list of cities that have partnered with the department as
29 required in subsection (1) of this section;

30 (b) A list of cities that have not partnered with the department;

31 (c) A list of cities that are scheduled to partner with the
32 department during the upcoming calendar year;

33 (d) A list of cities that have declined to partner with the
34 department as provided in subsection (7) of this section;

35 (e) An explanation of lessons learned and any process
36 efficiencies incorporated by the department;

37 (f) Any recommendations to further simplify the issuance and
38 renewal of general business licenses by the department; and

39 (g) Any other information the department considers relevant.

1 NEW SECTION. **Sec. 3.** (1) A general business license that must
2 be issued and renewed through the business licensing service in
3 accordance with chapter 19.02 RCW is subject to the provisions of
4 this section.

5 (2)(a) A city has broad authority to impose a fee structure as
6 provided by RCW 35.22.280, 35.23.440, and 35A.82.020. However, any
7 fee structure selected by a city must be within the department's
8 technical ability to administer. The department has the sole
9 discretion to determine if it can administer a city's fee structure.

10 (b) If the department is unable to administer a city's fee
11 structure, the city must work with the department to adopt a fee
12 structure that is administrable by the department. If a city fails to
13 comply with this subsection (2)(b), it may not enforce its general
14 business licensing requirements on any person until the effective
15 date of a fee structure that is administrable by the department.

16 (3) A general business license may not be renewed more frequently
17 than once per year except that the department may require a more
18 frequent renewal date as may be necessary to synchronize the renewal
19 date for the general business license with the business's business
20 license expiration date.

21 (4) The business licensing system need not accommodate any
22 monetary penalty imposed by a city for failing to obtain or renew a
23 general business license. The penalty imposed in RCW 19.02.085
24 applies to general business licenses that are not renewed by their
25 expiration date.

26 (5) The department may refuse to administer any provision of a
27 city business license ordinance that is inconsistent with this
28 chapter.

29 NEW SECTION. **Sec. 4.** The department is not authorized to
30 enforce a city's licensing laws except to the extent of issuing or
31 renewing a license in accordance with this chapter and chapter 19.02
32 RCW or refusing to issue a license due to an incomplete application,
33 nonpayment of the appropriate fees as indicated by the license
34 application or renewal application, or the nonpayment of any
35 applicable penalty for late renewal.

36 NEW SECTION. **Sec. 5.** Cities whose general business licenses are
37 issued through the business licensing system retain the authority to
38 set license fees, provide exemptions and thresholds for these

1 licenses, approve or deny license applicants, and take appropriate
2 administrative actions against licensees.

3 NEW SECTION. **Sec. 6.** Cities may not require a person to obtain
4 or renew a general business license unless the person engages in
5 business within its respective city. For the purposes of this
6 section, a person may not be considered to be engaging in business
7 within a city unless the person is subject to the taxing jurisdiction
8 of a city under the standards established for interstate commerce
9 under the commerce clause of the United States Constitution.

10 NEW SECTION. **Sec. 7.** A general business license change enacted
11 by a city whose general business license is issued through the
12 business licensing system takes effect no sooner than seventy-five
13 days after the department receives notice of the change if the change
14 affects in any way who must obtain a license, who is exempt from
15 obtaining a license, or the amount or method of determining any fee
16 for the issuance or renewal of a license.

17 NEW SECTION. **Sec. 8.** (1)(a) The cities, working through the
18 association of Washington cities, must form a model ordinance
19 development committee made up of a representative sampling of cities
20 that impose a general business license requirement. This committee
21 must work through the association of Washington cities to adopt a
22 model ordinance on general business license requirements by July 1,
23 2018. The model ordinance and subsequent amendments developed by the
24 committee must be adopted using a process that includes opportunity
25 for substantial input from business stakeholders and other members of
26 the public. Input must be solicited from statewide business
27 associations and from local chambers of commerce and downtown
28 business associations in cities that require a person that conducts
29 business in the city to obtain a general business license.

30 (b) The department, association of Washington cities, and
31 municipal research and services center must post copies of, or links
32 to, the model ordinance on their internet web sites. Additionally, a
33 city that imposes a general business license requirement must make
34 copies of its general business license ordinance or ordinances
35 available for inspection and copying as provided in chapter 42.56
36 RCW.

1 (c) The definitions in the model ordinance may not be amended
2 more frequently than once every four years, except that the model
3 ordinance may be amended at any time to comply with changes in state
4 law or court decisions. Any amendment to a mandatory provision of the
5 model ordinance must be adopted with the same effective date by all
6 cities.

7 (2) A city that imposes a general business license requirement
8 must adopt the mandatory provisions of the model ordinance by January
9 1, 2019. The following provisions are mandatory:

10 (a) A definition of "engaging in business within the city" for
11 purposes of delineating the circumstances under which a general
12 business license is required;

13 (b) A uniform minimum licensing threshold under which a person
14 would be relieved of the requirement to obtain a city's general
15 business license. A city retains the authority to create a higher
16 threshold for the requirement to obtain a general business license
17 but must not deviate lower than the level required by the model
18 ordinance.

19 (3)(a) A city may require a person that is under the uniform
20 minimum licensing threshold as provided in subsection (2) of this
21 section to obtain a city registration with no fee due to the city.

22 (b) A city that requires a city registration as provided in (a)
23 of this subsection must partner with the department to have such
24 registration issued through the business licensing service in
25 accordance with chapter 19.02 RCW. This subsection (3)(b) does not
26 apply to a city that is excluded from the requirement to partner with
27 the department for the issuance and renewal of general business
28 licenses as provided in section 2 of this act.

29 NEW SECTION. **Sec. 9.** Cities that impose a general business
30 license must adopt the mandatory provisions of the model ordinance as
31 provided in section 8 of this act by January 1, 2019. A city that has
32 not complied with the requirements of this section by January 1,
33 2019, may not enforce its general business licensing requirements on
34 any person until the date that the mandatory provisions of the model
35 ordinance take effect within the city.

36 NEW SECTION. **Sec. 10.** Cities must coordinate with the
37 association of Washington cities to submit a report to the governor;
38 legislative fiscal committees; house local government committee; and

1 the senate agriculture, water, trade and economic development
2 committee by January 1, 2019. The report must:

3 (1) Provide information about the model ordinance adopted by the
4 cities as required in section 8 of this act;

5 (2) Identify cities that have and have not adopted the mandatory
6 provisions of the model ordinance; and

7 (3) Incorporate comments from statewide business organizations
8 concerning the process and substance of the model ordinance.
9 Statewide business organizations must be allowed thirty days to
10 submit comments for inclusion in the report.

11 NEW SECTION. **Sec. 11.** (1) The legislature directs cities,
12 towns, and identified business organizations to partner in
13 recommending changes to simplify the two factor apportionment formula
14 provided in RCW 35.102.130.

15 (2)(a) The local business and occupation tax apportionment task
16 force is established. The task force must consist of the following
17 seven representatives:

18 (i) Three voting representatives selected by the association of
19 Washington cities that are tax managers representing municipalities
20 that impose a local business and occupation tax, including at least
21 one jurisdiction that has performed an audit where apportionment
22 errors were discovered.

23 (ii) Three voting representatives selected by the association of
24 Washington business, including at least one tax practitioner or legal
25 counsel with experience representing business clients during
26 municipal audits that involved apportionment errors or disputes.

27 (iii) One nonvoting representative from the department.

28 (b) The task force may seek input or collaborate with other
29 parties, as it deems necessary. The department must serve as the task
30 force chair and must staff the task force.

31 (c) Beginning in the first month following the effective date of
32 this section, the task force must meet no less frequently than once
33 per month until it reports to the legislature as provided under
34 subsection (3) of this section.

35 (3) By October 31, 2018, the task force established in subsection
36 (2) of this section must prepare a report to the legislature to
37 recommend changes to RCW 35.102.130 and related sections, as needed,
38 to develop a method for assigning gross receipts to a local
39 jurisdiction using a market-based model. The task force must focus on

1 methods that rely on information typically available in commercial
2 transaction receipts and captured by common business recordkeeping
3 systems.

4 (4) The task force terminates January 1, 2019, unless legislation
5 is enacted to extend such termination date.

6 NEW SECTION. **Sec. 12.** Sections 1 through 10 of this act
7 constitute a new chapter in Title 35 RCW.

Passed by the House April 17, 2017.

Passed by the Senate April 12, 2017.

Approved by the Governor May 5, 2017.

Filed in Office of Secretary of State May 5, 2017.

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Chapter 5.02 BUSINESS LICENSES

Sections:

5.02.010	Definitions.
5.02.020	Business license required.
<u>5.02.030</u>	<u>Activities that constitute engaging in business.</u>
5.02.030 5.02.040	Exempt businesses.
5.02.040 5.02.050	Application procedure.
5.02.045 5.02.060	Procedures for issuance or denial of license.
5.02.050 5.02.070	Term of license.
5.02.060 5.02.080	Procedure for renewing licenses.
5.02.070 5.02.090	Fees – Penalty.
5.02.080 5.02.100	Ineligible activities.
5.02.090 5.02.110	Standards of conduct.
5.02.100 5.02.120	New location.
5.02.110 5.02.130	Suspension or revocation of licenses.
5.02.111 5.02.140	Summary suspension.
5.02.130 5.02.150	Sale or transfer of business – New license required.
5.02.140 5.02.160	Penalties for violation.

5.02.010 Definitions.

Except as otherwise expressly declared or clearly apparent from the context in which used, the following definitions shall be applied in construing the provisions of this chapter:

“Business” means all services, activities, occupations, pursuits or professions located and/or performed within the city with the object of pecuniary gain, benefit or advantage to the person, or to another person or class, directly or indirectly, whether part-time or full-time. This definition includes, without limitation, home occupations, peddlers, hawkers, and the rental of four or more residential dwelling units. It also includes the activities of businesses which are located outside the city where sales or services are solicited by the physical presence of business representatives inside the city, and it includes general and specialty contractors with offices outside the city who do work on property located inside the city. Businesses which are exempt from this chapter are listed in MMC 5.02.030 5.02.040.

“Director” means the means the director of the community development department or his or her designee.

“Engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business. The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts. See MMC 5.02.030 for a list of example activities that constitute “engaging in business.”

“Person” means one or more natural persons of either sex, corporations, partnerships, associations or other entities capable of having an action at law brought against such entity, but shall not include employees of persons licensed pursuant to this chapter.

5.02.020 Business license required.

It is unlawful for any person to ~~conduct, operate, engage in or practice any business~~ engage in business in the city without having first obtained a business license from the city. If more than one separate business is conducted on a single premises, a separate license shall be

required for each such business. If a business actively operates from more than one location in the city, a separate license shall be required for each location.

5.02.030 Activities that constitute engaging in business.

This section sets forth examples of activities that constitute engaging in business in the City. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business." If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(1) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(2) Section 5.02.040 establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee.

~~5-02-0305.02.040~~ Exempt businesses.

~~The following businesses shall be exempt from the licensing provisions of this chapter. To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license, and/or license fee requirements as outlined in this chapter:~~

- ~~(1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.~~
- (12) Nonprofit activities carried on by religious, charitable, benevolent, fraternal or social organizations;
- (23) Public utility companies;
- (34) Any instrumentality of the United States, state of Washington, or political subdivision thereof with respect to the exercise of governmental functions;
- (45) National banks, state banks, trust companies, mutual savings banks, credit unions and building and loan associations, with respect to their banking business, trust business, or savings and loan business;
- (56) Farmers or gardeners selling their own unprocessed farm products raised or grown exclusively upon lands owned or occupied by them;
- (67) Garage sales conducted on residential premises in compliance with the city zoning code;
- ~~(7) Businesses where the sale, or contract for services, occurred on business premises outside of the city, and the only event occurring within the city was the mere delivery of the goods or services to the customer or client;~~
- ~~(8) Any business which is owned and operated by a person under the age of 18, and which does not generate a net income of more than \$1,500 per year;~~
- (98) Any business which operates only during the annual Strawberry Festival, and which is authorized by the entity which holds the Strawberry Festival Master Permit;
- ~~(109) Any business which sublets or purchases space from a farmer's market where the sponsor leases property owned by the city of Marysville; provided, the sponsor/lessee shall not be exempt from the business license requirements of this chapter.~~
- ~~(10) Any person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, that engages in no other activities in or with the City but the following:~~
- ~~(a) Meeting with suppliers of goods and services as a customer.~~
- ~~(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.~~
- ~~(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.~~
- ~~(d) Renting tangible or intangible property as a customer when the property is not used in the City.~~
- ~~(e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.~~
- ~~(f) Conducting advertising through the mail.~~
- ~~(g) Soliciting sales by phone from a location outside the City.~~
- (11) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (10).

~~5-02-0405.02.050~~ Application procedure.

- (1) No business license shall be issued or renewed except upon written application made to the city of Marysville community development department or designated licensing official. Each application shall be signed by the person who intends to conduct, operate or engage in the business for which the license is to be issued, and shall state the nature of the business, its proposed address and telephone number, the names and addresses of all owners of the business (or their registered agent), and such other information as may be required by the city of Marysville community development department or designated licensing official. A nonrefundable application fee, as identified in MMC ~~5.02.070(1)~~5.02.090(1), shall accompany the application. In the event that the license is granted, the application fee shall be credited toward payment of the annual license fee.
- (2) If the applicant is a partnership, the application must be made and signed by one of the partners; if a corporation, by one of the officers thereof; if a foreign corporation, partnership or nonresident individual, by the resident agent or local manager of the corporation, partnership or individual.
- (3) If the business premises are to be located on property owned by another person, the application shall include written evidence of the property owner's consent.
- (4) If the applicant or the business applying for a license is regulated, licensed or certified by any other governmental agency or professional association, the application must include written evidence of good standing with said regulatory authority. In such cases the continuing validity of the city business license shall be conditioned upon compliance with the requirements of the regulatory authority.
- (5) Neither the filing of an application for a license or the renewal thereof, nor any payment of any application or renewal fee, shall authorize a person to engage in or conduct a business until such license has been granted or renewed.

~~5.02.045~~5.02.060 Procedures for issuance or denial of license.

After receiving a complete application for a business license the city shall follow the following procedures:

- (1) The city of Marysville community development department or designated licensing official shall forward copies of the application to appropriate city officials for their comments regarding compliance with regulations under their jurisdiction. The city of Marysville community development department or designated licensing official shall consider all materials and comments submitted and shall issue or deny the license within 20 working days after the date on which a completed application was filed unless the applicant agrees to an extension of said time period in writing.
- (2) A business license may only be denied by the city of Marysville community development department or designated licensing official on one or more of the following grounds:
 - (a) If the business or the premises on which it is located do not comply with all applicable regulatory codes of the city, the Snohomish health district, and the state of Washington;
 - (b) If the application is incomplete or if it contains any material misrepresentation;
 - (c) If the application does not propose adequate measures for the protection of public health, safety and welfare in terms of pedestrian and vehicular traffic control, security, avoidance of public nuisances and avoidance of consumer fraud;
 - (d) If the person making the application, if licensed, is likely to present a danger to the public health, safety, or welfare by reason of any of the following:
 - (i) The applicant or his or her employee or agent has committed a crime or other violation of law which bears a direct relationship to the conduct of the business under the license issued pursuant to this title. The director may consider any relevant violation of law regardless of whether the same act was charged as a civil infraction or crime or resulted in a finding of committed or conviction or if it is deferred or subject to pretrial

diversion. If an applicant appeals a denial of a license under this subsection, the violation must be proved by a preponderance of the evidence; provided, however, that a finding of not committed on a civil infraction or a verdict of not guilty on a criminal charge precludes use of that act as a basis for a violation under this chapter.

(ii) The applicant has had a similar license revoked or suspended by the city or has had a similar license revoked or suspended by any other jurisdiction or administrative authority.

(iii) The director has reasonable grounds to believe applicant to be dishonest or to desire such license to enable applicant to practice some illegal act or some act injurious to the public health or safety;

(e) If the applicant is not qualified under this chapter or is in violation of this chapter.

(3) If the city of Marysville community development department or designated licensing official denies a license, written notice of said denial, stating the reasons therefor, shall be sent to the applicant within one working day thereafter. The applicant shall have a period of 10 working days after the date of license denial to appeal the same to the city's hearing examiner. Upon receiving written notice of appeal the hearing examiner shall hold a public hearing within 21 days thereafter to consider, de novo, whether to issue or deny the license. The applicant shall be given not less than seven days' advance written notice of the hearing. The decision of the hearing examiner shall be announced at the conclusion of the hearing and shall be final, subject only to a petition for writ of certiorari being filed with the Snohomish County superior court within 14 days following the date of the hearing examiner's decision.

5.02.0505.02.070 Term of license.

All business licenses issued pursuant to the provisions of this chapter shall be valid for a period of one year after the receiving date is stamped on the application at City Hall; all renewals thereafter shall be for a period of one year commencing on the anniversary of said receiving date.

5.02.0605.02.080 Procedure for renewing licenses.

All business licenses issued pursuant to the provisions of this chapter may be renewed by following the procedures specified above for original applications; provided, that application forms for renewals may be abbreviated by only requesting updated or changed information.

5.02.0705.02.090 Fees – Penalty.

(1) The annual fee for each business license required by this chapter, and each renewal thereof, shall be as follows:

- (a) All new businesses: \$65.00;
- (b) Renewals: \$40.00;
- (c) Short-term businesses: \$7.00 per day.

(2) There shall be assessed a late payment penalty of \$20.00 for each 30 days of delinquency after a license fee or renewal fee is due. This penalty shall be added to the license fee.

(3) Any business relocating to another address in the city shall pay an administrative transfer fee of \$5.00 to have its business license reissued to reflect the new address.

5.02.0805.02.100 Ineligible activities.

Notwithstanding any other provisions of this chapter, a license hereunder may not be issued to or held by any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of any ordinance of the city or the statutes of the state of Washington or any

other applicable law or regulation. The granting of a business license shall not authorize any person to engage in any activity prohibited by a federal, state or local law or regulation.

~~5.02.09~~5.02.110 Standards of conduct.

Every licensee under this chapter shall:

- (1) Permit reasonable inspections of the business premises by governmental authorities for the purpose of enforcing the provisions of this chapter;
- (2) Comply with all federal, state and city statutes, laws, regulations and ordinances relating to the business premises and the conduct of the business thereon;
- (3) Refrain from unfair or deceptive acts or practices, or consumer fraud, in the conduct of the business, and avoid maintaining a public nuisance on the business premises;
- (4) Refrain from operating the business after expiration of a license or during the period that the license may be suspended or revoked.

~~5.02.10~~5.02.120 New location.

A licensee shall have the right to change the location of the licensed business. Prior to such a change, the licensee shall notify the city of Marysville community development department or designated licensing official, in writing, and shall pay the administrative transfer fee specified above.

~~5.02.11~~5.02.130 Suspension or revocation of licenses.

- (1) The director may suspend a business license whenever the licensee, or any manager, officer, director, agent or employee of the licensee, has caused, permitted, or knowingly done any of the following:
 - (a) Failed to keep the building structure or equipment of the licensed premises in compliance with the applicable health, building, fire or safety laws, regulations or ordinances in a way which relates to or affects public health or safety on the business premises;
 - (b) Failed to comply with the standards of conduct specified in this chapter;
 - (c) Whenever the licensee or any manager, officer, director, agent or employee of the licensee engages in or knowingly permits conduct on the licensed premises that violates any federal, state or city law or ordinance;
 - (d) Whenever operation of the business constitutes a public nuisance.

Such suspension shall remain in effect until the conditions causing the suspension are cured and reasonable measures are taken to ensure that the same will not recur, as determined by the director.

- (2) The director may revoke a business license on any one or more of the following grounds:
 - (a) Whenever the city learns that the licensee or any manager, officer, director, agent or employee of the licensee made a material false statement or representation, or failed to disclose any material information to the city, in connection with any application for a business license or any renewal thereof;
 - (b) Whenever the licensee or any manager, officer, director, agent or employee of the licensee fails within a reasonable time to cure a condition that caused a license suspension;
 - (c) Whenever the licensee or any manager, officer, director, agent or employee of the licensee knowingly permits conduct on the licensed premises that violates any federal, state or city law or ordinance;
 - (d) Whenever the licensee or any manager, officer, director, agent or employee of the licensee knowingly engages in unfair or deceptive acts or practices in the conduct of the business;
 - (e) Whenever operation of the business constitutes a public nuisance.

(3) Whenever the director determines that there is probable cause for suspending or revoking a business license, he or she shall notify the licensee of the suspension or revocation and specify the grounds for suspension or revocation. The director will notify a licensee of the suspension or revocation of that person's license by personal service or by mailing. If by mailing, the notice shall be mailed first class and certified mail to the address used in the licensee's license application or current address provided by the license holder in writing. A licensee may, within 10 days from the date that the suspension or revocation notice was delivered or mailed to the licensee, appeal such suspension or revocation by filing a written notice of appeal ("petition") setting forth the grounds therefor with the city clerk. The licensee must provide a copy of the petition to the director and to the city attorney on or before the date the petition is filed with the city clerk. The hearing will be before the hearing examiner and be conducted in accordance with the procedures for adjudicative proceedings under Chapter 34.05 RCW. The hearing examiner shall set a date for hearing the appeal and notify the licensee by mail of the time and place of the hearing. The hearing shall be set no later than 21 days after the receipt of an appeal. After the hearing, the hearing examiner shall enter appropriate findings of fact and conclusions of law, and affirm, modify, or reverse the decision to suspend or revoke the license.

No suspension or revocation of a license or registration shall take effect until 10 days after the mailing or hand delivery of the notice to the licensee. If appeal is taken in accordance with this section, the suspension or revocation shall be stayed pending final action by the hearing examiner. A license that is suspended or revoked must be surrendered to the city on the effective date of such suspension or revocation. The decision of the hearing examiner is final. The licensee or the director may seek review of the decision by the superior court of Washington in and for Snohomish County within 14 days from the date of the decision. The suspension or revocation will be stayed pending final action by the superior court on the petition for review.

No portion of the license fee will be returned to the licensee due to suspension or revocation of the license.

5.02.1115.02.140 Summary suspension.

(1) Where conditions exist that are deemed hazardous to life or property, or where the owner or his or her employee or agent has knowingly permitted a violation of the Uniform Controlled Substances Act, a violation of any law against gambling, a violation of any law against prostitution within the business, or a violation of any law against unlawful public exposure, the director is authorized to immediately stop such hazardous conditions that are in violation of this code, up to and including closing the business operation. Such order and demand may be oral or written. A police officer or code enforcement officer or fire marshal also may order a business to close under this section. The effect of the closure shall be to suspend the owner's business license until such time it is reinstated by the director.

(2) At the time the director notifies the licensee of the summary suspension, either by mail or hand delivery, the director shall also schedule a hearing to be held within three business days from the date of the notice of summary suspension. Where an oral summary suspension is ordered or demanded by another public official, the director will schedule a hearing to be held within three business days from the date of the summary suspension and the licensee will be notified by at least one of the following means: mail, facsimile, email, personal service, or hand delivery. Such notices shall state the time and place of the hearing.

(3) The decision of the director shall be final. The licensee may, within 10 days from the date of the director's decision, appeal such suspension or revocation by filing a written notice of appeal setting forth the grounds therefor with the city clerk. A copy of the notice of appeal must be provided by the licensee to the director and the city attorney on or before

the date it is filed with the city clerk. The hearing examiner will set a date for hearing the appeal and notify the licensee by mail of the time and place of the hearing. After the hearing, the hearing examiner will make appropriate findings of fact and conclusions of law and affirm, modify, or reverse the summary suspension and reinstate the license, and may impose conditions on the continuance of the license.

(4) The decision of the hearing examiner shall be final. The licensee and/or the director may seek review of the decision by the superior court of Washington in and for Snohomish County within 21 days from the date of hearing examiner's decision.

~~5.02.130~~5.02.150 Sale or transfer of business – New license required.

Upon the sale or transfer of any business which is licensed pursuant to this chapter, the license issued to the prior owner shall automatically expire on the date of such sale or transfer and the new owner shall apply for and obtain a new business license prior to engaging in, conducting or operating the business.

~~5.02.140~~5.02.160 Penalties for violation.

(1) ~~(a)~~—Any person, including an employee, who conducts, operates, practices, or engages in a business knowing that the license for that business is suspended or revoked or was denied is guilty of a gross misdemeanor.

~~(b2)~~ Any person, including an employee, who fails to obey an order to close a business under MMC ~~5.02.111~~5.02.140 is guilty of a gross misdemeanor.

~~(23)~~ Other violations of, or failure to comply with, any provision of this chapter shall constitute a commercial violation and any person found to have violated any provision of this chapter is punishable by a penalty as set forth in MMC 4.02.040(3)(g). Each day that a violation continues shall constitute a new and separate violation.

~~(34)~~ The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation, and any premises upon which a business is operated in violation of this chapter is hereby declared to be a public nuisance.

~~(45)~~ Any license fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

~~(56)~~ The city shall not enter into any contract or conduct any trade or commerce with any business which fails to comply with this chapter.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, REPEALING MARYSVILLE MUNICIPAL CODE 5.02 BUSINESS LICENSES, IN ITS ENTIRETY, AND ADOPTING A NEW MARYSVILLE MUNICIPAL CODE CHAPTER 5.02 BUSINESS LICENSES RELATED TO AMENDMENTS REQUIRED PURSUANT TO ENGROSSED HOUSE BILL 2005.

WHEREAS, in the 2017 Legislative Session, Engrossed House Bill 2005 (RCW 35.90) was adopted as a business license and tax simplification bill; and

WHEREAS, Engrossed House Bill 2005 requires adoption of a model business license threshold, utilization of business licensing portals, such as the state's Business Licensing Services (BLS) and FileLocal, and B&O tax service apportionment; and

WHEREAS, Marysville currently utilizes the state's BLS, which requires adoption of the amendments required in Engrossed House Bill 2005, no later than October 17, 2018; and

WHEREAS, at a public meeting on October 8, 2018, the Marysville City Council reviewed and considered repealing MMC Chapter 5.02 *Business Licenses* and adopting a new MMC Chapter 5.02 *Business Licenses*, including revisions required by Engrossed House Bill 2005.

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

Section 1. MMC Chapter 5.02 *Business Licenses* is hereby repealed in its entirety.

Section 2. **Amendment of Municipal Code.** In order to comply with Engrossed House Bill 2005 (RCW 35.90), a new MMC Chapter 5.02 *Business Licenses*, is hereby adopted as outlined in **Exhibit A**, attached hereto.

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. **Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2018.

CITY OF MARYSVILLE

By: _____
 JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Exhibit A

Chapter 5.02 BUSINESS LICENSES

Sections:

5.02.010	Definitions.
5.02.020	Business license required.
5.02.030	Activities that constitute engaging in business.
5.02.040	Exempt businesses.
5.02.050	Application procedure.
5.02.060	Procedures for issuance or denial of license.
5.02.070	Term of license.
5.02.080	Procedure for renewing licenses.
5.02.090	Fees – Penalty.
5.02.100	Ineligible activities.
5.02.110	Standards of conduct.
5.02.120	New location.
5.02.130	Suspension or revocation of licenses.
5.02.140	Summary suspension.
5.02.150	Sale or transfer of business – New license required.
5.02.160	Penalties for violation.

5.02.010 Definitions.

Except as otherwise expressly declared or clearly apparent from the context in which used, the following definitions shall be applied in construing the provisions of this chapter:

“Business” means all services, activities, occupations, pursuits or professions located and/or performed within the city with the object of pecuniary gain, benefit or advantage to the person, or to another person or class, directly or indirectly, whether part-time or full-time. This definition includes, without limitation, home occupations, peddlers, hawkers, and the rental of four or more residential dwelling units. It also includes the activities of businesses which are located outside the city where sales or services are solicited by the physical presence of business representatives inside the city, and it includes general and specialty contractors with offices outside the city who do work on property located inside the city. Businesses which are exempt from this chapter are listed in MMC5.02.040.

“Director” means the means the director of the community development department or his or her designee.

"Engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business. The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts. See MMC 5.02.030 for a list of example activities that constitute “engaging in business.”

“Person” means one or more natural persons of either sex, corporations, partnerships, associations or other entities capable of having an action at law brought against such entity, but shall not include employees of persons licensed pursuant to this chapter.

5.02.020 Business license required.

It is unlawful for any person to engage in business in the city without having first obtained a business license from the city. If more than one separate business is conducted on a single premises, a separate license shall be required for each such business. If a business actively operates from more than one location in the city, a separate license shall be required for each location.

5.02.030 Activities that constitute engaging in business.

This section sets forth examples of activities that constitute engaging in business in the City. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business." If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(1) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(2) Section 5.02.040 establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee.

5.02.040 Exempt businesses.

To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license, and/or license fee requirements as outlined in this chapter:

(1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

(2) Nonprofit activities carried on by religious, charitable, benevolent, fraternal or social organizations;

(3) Public utility companies;

(4) Any instrumentality of the United States, state of Washington, or political subdivision thereof with respect to the exercise of governmental functions;

(5) National banks, state banks, trust companies, mutual savings banks, credit unions and building and loan associations, with respect to their banking business, trust business, or savings and loan business;

(6) Farmers or gardeners selling their own unprocessed farm products raised or grown exclusively upon lands owned or occupied by them;

(7) Garage sales conducted on residential premises in compliance with the city zoning code;

(8) Any business which operates only during the annual Strawberry Festival, and which is authorized by the entity which holds the Strawberry Festival Master Permit;

(9) Any business which sublets or purchases space from a farmer's market where the sponsor leases property owned by the city of Marysville; provided, the sponsor/lessee shall not be exempt from the business license requirements of this chapter.

(10) Any person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, that engages in no other activities in or with the City but the following:

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the City.

(e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the City.

(11) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (10).

5.02.050 Application procedure.

- (1) No business license shall be issued or renewed except upon written application made to the city of Marysville community development department or designated licensing official. Each application shall be signed by the person who intends to conduct, operate or engage in the business for which the license is to be issued, and shall state the nature of the business, its proposed address and telephone number, the names and addresses of all owners of the business (or their registered agent), and such other information as may be required by the city of Marysville community development department or designated licensing official. A nonrefundable application fee, as identified in MMC 5.02.090(1), shall accompany the application. In the event that the license is granted, the application fee shall be credited toward payment of the annual license fee.
- (2) If the applicant is a partnership, the application must be made and signed by one of the partners; if a corporation, by one of the officers thereof; if a foreign corporation, partnership or nonresident individual, by the resident agent or local manager of the corporation, partnership or individual.
- (3) If the business premises are to be located on property owned by another person, the application shall include written evidence of the property owner's consent.
- (4) If the applicant or the business applying for a license is regulated, licensed or certified by any other governmental agency or professional association, the application must include written evidence of good standing with said regulatory authority. In such cases the continuing validity of the city business license shall be conditioned upon compliance with the requirements of the regulatory authority.
- (5) Neither the filing of an application for a license or the renewal thereof, nor any payment of any application or renewal fee, shall authorize a person to engage in or conduct a business until such license has been granted or renewed.

5.02.060 Procedures for issuance or denial of license.

After receiving a complete application for a business license the city shall follow the following procedures:

- (1) The city of Marysville community development department or designated licensing official shall forward copies of the application to appropriate city officials for their comments regarding compliance with regulations under their jurisdiction. The city of Marysville community development department or designated licensing official shall consider all materials and comments submitted and shall issue or deny the license within 20 working days after the date on which a completed application was filed unless the applicant agrees to an extension of said time period in writing.
- (2) A business license may only be denied by the city of Marysville community development department or designated licensing official on one or more of the following grounds:
 - (a) If the business or the premises on which it is located do not comply with all applicable regulatory codes of the city, the Snohomish health district, and the state of Washington;
 - (b) If the application is incomplete or if it contains any material misrepresentation;
 - (c) If the application does not propose adequate measures for the protection of public health, safety and welfare in terms of pedestrian and vehicular traffic control, security, avoidance of public nuisances and avoidance of consumer fraud;
 - (d) If the person making the application, if licensed, is likely to present a danger to the public health, safety, or welfare by reason of any of the following:
 - (i) The applicant or his or her employee or agent has committed a crime or other violation of law which bears a direct relationship to the conduct of the business under the license issued pursuant to this title. The director may consider any relevant violation of law regardless of whether the same act was charged as a civil infraction or crime

or resulted in a finding of committed or conviction or if it is deferred or subject to pretrial diversion. If an applicant appeals a denial of a license under this subsection, the violation must be proved by a preponderance of the evidence; provided, however, that a finding of not committed on a civil infraction or a verdict of not guilty on a criminal charge precludes use of that act as a basis for a violation under this chapter.

(ii) The applicant has had a similar license revoked or suspended by the city or has had a similar license revoked or suspended by any other jurisdiction or administrative authority.

(iii) The director has reasonable grounds to believe applicant to be dishonest or to desire such license to enable applicant to practice some illegal act or some act injurious to the public health or safety;

(e) If the applicant is not qualified under this chapter or is in violation of this chapter.

(3) If the city of Marysville community development department or designated licensing official denies a license, written notice of said denial, stating the reasons therefor, shall be sent to the applicant within one working day thereafter. The applicant shall have a period of 10 working days after the date of license denial to appeal the same to the city's hearing examiner. Upon receiving written notice of appeal the hearing examiner shall hold a public hearing within 21 days thereafter to consider, de novo, whether to issue or deny the license. The applicant shall be given not less than seven days' advance written notice of the hearing. The decision of the hearing examiner shall be announced at the conclusion of the hearing and shall be final, subject only to a petition for writ of certiorari being filed with the Snohomish County superior court within 14 days following the date of the hearing examiner's decision.

5.02.070 Term of license.

All business licenses issued pursuant to the provisions of this chapter shall be valid for a period of one year after the receiving date is stamped on the application at City Hall; all renewals thereafter shall be for a period of one year commencing on the anniversary of said receiving date.

5.02.080 Procedure for renewing licenses.

All business licenses issued pursuant to the provisions of this chapter may be renewed by following the procedures specified above for original applications; provided, that application forms for renewals may be abbreviated by only requesting updated or changed information.

5.02.090 Fees – Penalty.

(1) The annual fee for each business license required by this chapter, and each renewal thereof, shall be as follows:

- (a) All new businesses: \$65.00;
- (b) Renewals: \$40.00;
- (c) Short-term businesses: \$7.00 per day.

(2) There shall be assessed a late payment penalty of \$20.00 for each 30 days of delinquency after a license fee or renewal fee is due. This penalty shall be added to the license fee.

(3) Any business relocating to another address in the city shall pay an administrative transfer fee of \$5.00 to have its business license reissued to reflect the new address.

5.02.100 Ineligible activities.

Notwithstanding any other provisions of this chapter, a license hereunder may not be issued to or held by any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of any ordinance of the city or the statutes of the state of Washington or any

other applicable law or regulation. The granting of a business license shall not authorize any person to engage in any activity prohibited by a federal, state or local law or regulation.

5.02.110 Standards of conduct.

Every licensee under this chapter shall:

- (1) Permit reasonable inspections of the business premises by governmental authorities for the purpose of enforcing the provisions of this chapter;
- (2) Comply with all federal, state and city statutes, laws, regulations and ordinances relating to the business premises and the conduct of the business thereon;
- (3) Refrain from unfair or deceptive acts or practices, or consumer fraud, in the conduct of the business, and avoid maintaining a public nuisance on the business premises;
- (4) Refrain from operating the business after expiration of a license or during the period that the license may be suspended or revoked.

5.02.120 New location.

A licensee shall have the right to change the location of the licensed business. Prior to such a change, the licensee shall notify the city of Marysville community development department or designated licensing official, in writing, and shall pay the administrative transfer fee specified above.

5.02.130 Suspension or revocation of licenses.

(1) The director may suspend a business license whenever the licensee, or any manager, officer, director, agent or employee of the licensee, has caused, permitted, or knowingly done any of the following:

- (a) Failed to keep the building structure or equipment of the licensed premises in compliance with the applicable health, building, fire or safety laws, regulations or ordinances in a way which relates to or affects public health or safety on the business premises;
- (b) Failed to comply with the standards of conduct specified in this chapter;
- (c) Whenever the licensee or any manager, officer, director, agent or employee of the licensee engages in or knowingly permits conduct on the licensed premises that violates any federal, state or city law or ordinance;
- (d) Whenever operation of the business constitutes a public nuisance.

Such suspension shall remain in effect until the conditions causing the suspension are cured and reasonable measures are taken to ensure that the same will not recur, as determined by the director.

(2) The director may revoke a business license on any one or more of the following grounds:

- (a) Whenever the city learns that the licensee or any manager, officer, director, agent or employee of the licensee made a material false statement or representation, or failed to disclose any material information to the city, in connection with any application for a business license or any renewal thereof;
- (b) Whenever the licensee or any manager, officer, director, agent or employee of the licensee fails within a reasonable time to cure a condition that caused a license suspension;
- (c) Whenever the licensee or any manager, officer, director, agent or employee of the licensee knowingly permits conduct on the licensed premises that violates any federal, state or city law or ordinance;
- (d) Whenever the licensee or any manager, officer, director, agent or employee of the licensee knowingly engages in unfair or deceptive acts or practices in the conduct of the business;
- (e) Whenever operation of the business constitutes a public nuisance.

(3) Whenever the director determines that there is probable cause for suspending or revoking a business license, he or she shall notify the licensee of the suspension or revocation and specify the grounds for suspension or revocation. The director will notify a licensee of the suspension or revocation of that person's license by personal service or by mailing. If by mailing, the notice shall be mailed first class and certified mail to the address used in the licensee's license application or current address provided by the license holder in writing. A licensee may, within 10 days from the date that the suspension or revocation notice was delivered or mailed to the licensee, appeal such suspension or revocation by filing a written notice of appeal ("petition") setting forth the grounds therefor with the city clerk. The licensee must provide a copy of the petition to the director and to the city attorney on or before the date the petition is filed with the city clerk. The hearing will be before the hearing examiner and be conducted in accordance with the procedures for adjudicative proceedings under Chapter 34.05 RCW. The hearing examiner shall set a date for hearing the appeal and notify the licensee by mail of the time and place of the hearing. The hearing shall be set no later than 21 days after the receipt of an appeal. After the hearing, the hearing examiner shall enter appropriate findings of fact and conclusions of law, and affirm, modify, or reverse the decision to suspend or revoke the license.

No suspension or revocation of a license or registration shall take effect until 10 days after the mailing or hand delivery of the notice to the licensee. If appeal is taken in accordance with this section, the suspension or revocation shall be stayed pending final action by the hearing examiner. A license that is suspended or revoked must be surrendered to the city on the effective date of such suspension or revocation. The decision of the hearing examiner is final. The licensee or the director may seek review of the decision by the superior court of Washington in and for Snohomish County within 14 days from the date of the decision. The suspension or revocation will be stayed pending final action by the superior court on the petition for review.

No portion of the license fee will be returned to the licensee due to suspension or revocation of the license.

5.02.140 Summary suspension.

(1) Where conditions exist that are deemed hazardous to life or property, or where the owner or his or her employee or agent has knowingly permitted a violation of the Uniform Controlled Substances Act, a violation of any law against gambling, a violation of any law against prostitution within the business, or a violation of any law against unlawful public exposure, the director is authorized to immediately stop such hazardous conditions that are in violation of this code, up to and including closing the business operation. Such order and demand may be oral or written. A police officer or code enforcement officer or fire marshal also may order a business to close under this section. The effect of the closure shall be to suspend the owner's business license until such time it is reinstated by the director.

(2) At the time the director notifies the licensee of the summary suspension, either by mail or hand delivery, the director shall also schedule a hearing to be held within three business days from the date of the notice of summary suspension. Where an oral summary suspension is ordered or demanded by another public official, the director will schedule a hearing to be held within three business days from the date of the summary suspension and the licensee will be notified by at least one of the following means: mail, facsimile, email, personal service, or hand delivery. Such notices shall state the time and place of the hearing.

(3) The decision of the director shall be final. The licensee may, within 10 days from the date of the director's decision, appeal such suspension or revocation by filing a written notice of appeal setting forth the grounds therefor with the city clerk. A copy of the notice of appeal must be provided by the licensee to the director and the city attorney on or before

the date it is filed with the city clerk. The hearing examiner will set a date for hearing the appeal and notify the licensee by mail of the time and place of the hearing. After the hearing, the hearing examiner will make appropriate findings of fact and conclusions of law and affirm, modify, or reverse the summary suspension and reinstate the license, and may impose conditions on the continuance of the license.

(4) The decision of the hearing examiner shall be final. The licensee and/or the director may seek review of the decision by the superior court of Washington in and for Snohomish County within 21 days from the date of hearing examiner's decision.

5.02.150 Sale or transfer of business – New license required.

Upon the sale or transfer of any business which is licensed pursuant to this chapter, the license issued to the prior owner shall automatically expire on the date of such sale or transfer and the new owner shall apply for and obtain a new business license prior to engaging in, conducting or operating the business.

5.02.160 Penalties for violation.

(1) Any person, including an employee, who conducts, operates, practices, or engages in a business knowing that the license for that business is suspended or revoked or was denied is guilty of a gross misdemeanor.

(2) Any person, including an employee, who fails to obey an order to close a business under MMC 5.02.140 is guilty of a gross misdemeanor.

(3) Other violations of, or failure to comply with, any provision of this chapter shall constitute a commercial violation and any person found to have violated any provision of this chapter is punishable by a penalty as set forth in MMC 4.02.040(3)(g). Each day that a violation continues shall constitute a new and separate violation.

(4) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation, and any premises upon which a business is operated in violation of this chapter is hereby declared to be a public nuisance.

(5) Any license fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

(6) The city shall not enter into any contract or conduct any trade or commerce with any business which fails to comply with this chapter.

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/08/2018

AGENDA ITEM:	
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, CHANGING THE CITY'S PAYMENT METHOD FOR UNEMPLOYMENT INSURANCE TO THE REIMBURSABLE METHOD	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Draft Resolution Employment Security Method Information	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City has been performing due diligence regarding insurance activity. One of these activities is unemployment insurance. Currently the city pays 0.2% of total gross wages to the State Employment Security Department (State) each quarter and any claims are paid directly by the State. This method is considered the "Taxable" method. The State has another option called the "Reimbursable" method, under this method the employer is billed, if any, every three months for its share of the unemployment insurance benefits received by former employees during the preceding calendar quarter.

The review of the unemployment insurance consisted of meeting with several cities, districts, and the State to determine options, responsibilities, and the associated processes. Of the cities and districts that we met with 100% of them use the "Reimbursable" method. The benefits of the "Reimbursable" method provides for the benefit to match the cost.

Any changes in the method must be received by November 30 for the following year and must remain with the chosen method for two calendar years.

The recommendation would be to move to the "Reimbursable" method.

<p>RECOMMENDED ACTION: Staff recommends the Council to authorize the Mayor to sign a Resolution changing the City's payment method for unemployment insurance to the reimbursable method.</p>
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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, CHANGING THE CITY’S PAYMENT METHOD FOR
UNEMPLOYMENT INSURANCE TO THE REIMBURSABLE METHOD.**

WHEREAS, the City currently pays for unemployment insurance by the taxable method and is assigned a base tax rate of 1.25% of total gross wages; and

WHEREAS, the City’s unemployment claims are less than it pays in tax; and

WHEREAS, the City has the option of paying for unemployment insurance by the reimbursable method which bills the employer every three months for its share of unemployment insurance benefits received by former employees; and

WHEREAS, switching to the reimbursable method will result in an alignment of cost to benefit for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Mayor is authorized to take all necessary steps to change the City’s method of paying unemployment taxes to the reimbursable method.

ADOPTED by the City Council at an open public meeting this _____ day of October, 2018.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____,
DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Here are the options:

Political subdivisions and most nonprofit organizations that are exempt from federal unemployment taxes under Section 501(c)(3) of the Internal Revenue Code have more than one option for unemployment insurance payments. You can make a choice by completing this form. Here are three options:

Taxable method: File quarterly wage reports and make quarterly tax payments

All private sector employers use this method. This option is also available to nonprofit employers and political subdivisions *except* cities, counties and towns. Taxes are paid quarterly, based on the tax rate and tax ceiling in effect for a particular year.

Washington's tax rate is a variable rate determined by the cost of unemployment claims that were paid to an employer's former employees. An employer that has only operated in Washington for a short time is assigned the previous owner's tax rate or the average industry tax rate until enough time has passed to qualify for a rate based on experience. Employers also pay amounts for social tax and the Employment Administration Fund (EAF).

Reimbursable method: Pay for actual benefits of former employees

This option is available to political subdivisions and most nonprofit organizations. A reimbursable employer is billed every three months for its share of unemployment insurance benefits received by former employees during the preceding calendar quarter. The bill must be paid within 30 days.

Local Government Tax

This method is available only to cities, counties, and towns. Employers who elect this option are assigned a tax rate of 1.25% of total gross wages for the first eight quarters. After that, the tax rate is computed using an experience rating system based on benefits paid to former employees. These rates vary from 0.2% to 3.0%. An employer's local government tax rate can never increase by more than 1% a year.

If you have questions, please contact the Registration Unit at status@esd.wa.gov or 360-902-9360.

Please sign this form and fax to 800-794-7657 or mail to:

Employment Security Department, Registration Unit, P.O. Box 9046, Olympia WA 98507-9046

Reimbursable employers at a glance

Who are reimbursable employers?

Only employers who are exempt from Federal Unemployment Tax Act (FUTA) may choose the reimbursable method of paying for unemployment insurance. This includes governmental entities (federal, state, and local), their political subdivisions, and 501(c)(3) nonprofit agencies (religious, educational, charitable, and scientific organizations).

State, federal, and military employers must be reimbursable; while local governmental accounts, subdivisions, and 501(c)(3) nonprofit agencies may choose to be either taxable or reimbursable.

How do reimbursable employers differ from taxable employers?

Taxable employers pay a percentage of their taxable wages each quarter to the Employment Security Department as insurance for unemployment benefits. Reimbursable employers are billed for their share of benefits that were paid to former employees.

How else are reimbursable employers different?

They submit quarterly reports the same as taxable employers. However, they make no payments with their reports. Employment Security bills them quarterly if there are any benefit charges to their accounts. Payment is due 30 days after the billing date.

How does an employer switch payment methods?

An account remains reimbursable until an employer asks to change to the taxable method, or the department converts the account due to delinquent payments. Any request to switch payment methods must be received by November 30 for the following year.

An employer that chooses reimbursable status must remain with that payment method for two calendar years. If the reimbursable method is chosen, ESD may require a surety bond before the request is processed. A nonprofit organization that becomes taxable must remain taxable for one year, while local government agencies and political subdivisions must remain taxable for two years.

What happens if an employer switches from reimbursable to taxable?

Upon switching from the reimbursable to taxable method, an employer gets a new account number and is treated like a new business. Wages reported are subject to Unemployment Insurance tax. No longer billed for benefits paid to former employees, the employer pays a tax rate that is based on benefits paid in previous years. These benefits determine an experience rate. *If you switch from reimbursable to taxable payment method, you still have to pay for outstanding reimbursable benefit charges.* In other words, you cannot avoid paying for benefits paid to your former employees while you were under the reimbursable method.

What else should I know about being a reimbursable employer?

A reimbursable employer is charged when benefits are paid to former employees, even if the last employer was different. Furthermore, a reimbursable employer is not eligible for relief of benefit charges. If Employment Security determines that it overpaid a former employee, the reimbursable employer is issued a credit when the money is recovered.



Choice of Tax Payment Method for Unemployment Insurance

Name: _____ ESD number: _____
 Mailing address: _____ UBI number: _____
 _____ Business phone: _____

Please note that corporate officers are reportable, regardless of the payment method you choose.

Nonprofit organizations

Please attach a copy of the Certificate of Exemption under Internal Revenue Code Section 501(c)(3).

How would you like to pay for unemployment insurance?

- Taxable method: Employer files quarterly wage reports and makes quarterly tax payments.
- Reimbursable method: Employer files quarterly wage reports and is billed for the benefits that former employees received during the preceding quarter. Reimbursable method may require a surety bond (see next pages for more detail about reimbursable accounts)

Political subdivisions

Is the political subdivision or instrumentality a city, county, or town?

- Yes. Complete section A. No. Complete section B.

A. Cities, counties, and towns

How would you like to pay for unemployment insurance?

- Local government tax: Employer files quarterly wage reports and makes quarterly tax payments.
- Reimbursable method: Employer files quarterly wage reports and is billed for the benefits that former employees received during the preceding quarter.

B. All other political subdivisions or instrumentalities of the state. How would you like to pay for unemployment insurance?

- Taxable method: Employer files quarterly wage reports and makes quarterly tax payments.
- Reimbursable method: Employer files quarterly wage reports and is billed for the benefits that former employees received during the preceding quarter.

I certify that the statements above are correct to the best of my knowledge.

Signature

Title

Date

Email

In accordance with State Law RCW 50.44.060:

Hours and wages must be reported and contributions paid to ESD; if choosing the reimbursable method this form must be received within 30 days of account setup; to make changes to your current payment method this form must be received not later than 30 days prior to the beginning of the coming year.

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 8, 2018

AGENDA ITEM: Consider Approval for Mayor's Signature two Easement Encroachment Agreements for a Garage and a Gazebo between the City of Marysville and Trevor and Julie Trueax	AGENDA SECTION:	
PREPARED BY: John Dorcas, Building Official / Dave Koenig	AGENDA NUMBER:	
ATTACHMENTS: 1. Garage Easement Encroachment Agreement between Trevor P. Trueax and Julie A. Trueax and the City. 2. Gazebo Easement Encroachment Agreement between Trevor P. Trueax and Julie A. Trueax and the City.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Two structures were built upon the property of Trevor P. Trueax and Julie A. Trueax, located at 8307 80th Drive NE, Marysville WA 98270. These structures were constructed without first obtaining necessary building permits, do not meet setback requirements, and were constructed over a portion of the City's sewer easement. The garage is approximately 576 square feet and the gazebo is approximately 512 square feet.

The term of the agreements is proposed to be three (3) years from the date the agreement is executed by the City. The proposed Easement Encroachment Agreements set forth the terms and conditions under which the City would allow the structures to remain on the property for this period of time. After that time the Gazebo and the Garage would be removed to the conditions outlined in the agreements.

RECOMMENDED ACTION:

Approve for Mayor's Signature two Easement Encroachment Agreements for a Gazebo and a Garage between the City of Marysville and Trevor and Julie Trueax

AFTER RECORDING RETURN TO:

City Clerk's Office
 City of Marysville
 1049 State Avenue
 Marysville, WA 98270
 360-363-8000

Document Title: **Easement Encroachment Agreement**
 Grantor: The City of Marysville
 Grantee: Trevor P. Trueax and Julie A. Trueax, husband and wife

Abbreviated Legal Description: LOT 42, THE HILL.

Assessor's Tax/Parcel Number: 00877600004200

Additional Legal Description on page 10

Easement Encroachment Agreement

This Easement Encroachment Agreement is entered into by and between the City of Marysville (the "City") and Trevor P. Trueax and Julie A. Trueax, husband and wife (collectively the "Owner") on the ____ day of _____, 2018.

RECITALS

WHEREAS, the Owner is the owner of the property commonly known as 8307 80th Drive NE, Marysville WA 98270, the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the "Property");

WHEREAS, the City has a sewer easement affecting the property as shown in the plat recorded under Auditor's File Number 9802275002, the portion of which evidencing the sewer easement is shown in **Exhibit B**, which is attached and incorporated into this Agreement (the "Easement");

WHEREAS, the Owner has constructed a garage of approximately 576 square feet as shown in **Exhibit C**, which is attached and incorporated into this Agreement (the “Encroaching Structure”);

WHEREAS, the Encroaching Structure is located on a portion of the Property as shown in **Exhibit D**, which is attached and incorporated into this Agreement;

WHEREAS, the Encroaching Structure was built over a portion of the Easement and thus encroaches upon the Easement;

WHEREAS, the Encroaching Structure is currently used to house vehicles and for general storage purposes;

WHEREAS, the Encroaching Structure was constructed without necessary building permits and does not meet the requirements of the City’s municipal code, including without limitation property or easement setback requirements;

WHEREAS, the City will allow the Encroaching Structure to remain on the Property and the affected Easement area under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the City and Owner agree as follows:

AGREEMENT

1. Permission Granted. The City, in consideration of the covenants and agreements contained in this Agreement, to be kept and performed by the Owner, hereby grants permission to the Owner to encroach on the Easement for the purposes of using and maintaining the Encroaching Structure. The rights contained in this Agreement shall not apply to any other encroachments into or onto the Easement, existing either now or in the future.

2. Term and Termination.

a. Term. The term of this Agreement will be three (3) years from the date the Agreement is executed by the City. The Owner agrees that Owner will remove the Encroaching Structure at the end of the term as provided in Section 7.

b. Termination. This Agreement will terminate on any of the following events:

(i) Expiration of the term of this Agreement;

(ii) Default of the terms of this Agreement and notification of termination as provided in Section 10.

(iii) The Encroaching Structure is removed from the Easement and the affected Easement area is restored to a substantially similar or better condition than it was in prior to the construction of the Encroaching Structure.

3. Use; Maintenance. All use, repairs, and maintenance of the Encroaching Structure will be performed in strict compliance with this Agreement and with all applicable federal, state, and local

laws, statutes, ordinances, codes, and regulations, and the City may access and inspect the Encroaching Structure to ensure compliance with the same. All costs associated with the use, maintenance, and repair of the Encroaching Structure will be exclusively borne and paid for by the Owner.

4. Change in Use Prohibited. The Owner will use the Encroaching Structure solely for the housing of vehicles and for general storage purposes, and will not materially alter the use of the Encroaching Structure. A material change in the use of the Encroaching Structure will constitute a default of this Agreement pursuant to Section 10.

5. Further Construction Prohibited. The Owner will not expand or otherwise cause the Encroaching Structure or any associated appurtenances to further infringe in or on the Easement beyond what is shown in **Exhibit C** and **Exhibit D**. Expansion of the Encroaching Structure in or on the Easement will constitute a default of this Agreement pursuant to Section 10.

6. Right of Access. The City will have the right to access the Easement and all parts of the Encroaching Structure, including without limitation its interior. Upon gaining access the City will have the right to make any alterations to the Encroaching Structure and Easement, including without limitation breaking locks, breaching doors, removing walls, cutting into the foundation, digging into the ground, and fully demolishing the Encroaching Structure. The City will in no way be liable to the Owner for any damage to the Property, Encroaching Structure, or personal property caused by its accessing or altering the Easement or Encroaching Structure. All costs the City incurs in making alterations to the Encroaching Structure will be the responsibility of the Owner, and the Owner will reimburse the City for the same. The City will have the right to access the interior of the Encroaching Structure by providing notice to the Owner according to the following terms:

a. Non-Emergency Access. The City may access the Encroaching Structure for any reason upon seven (7) days' written notice to the Owner.

b. Emergency Access. The City may access the Encroaching Structure in an emergency situation upon twelve (12) hours' notice to the Owner. In the event the City is unable to reach the Owner after attempting to provide notice, or the Owner does not respond to the City within that twelve (12) hour period, the City may enter into the Encroaching Structure without permission from the Owner, and the City may break any locks or breach any doors or walls to gain said access, and pursuant to this Section any resultant damages to the Property, Encroaching Structure, or any personal property shall be borne by the Owner, and the City will in no way have any responsibility to make repairs or reimburse the Owner for resultant damages. For the purposes of this Section, an "emergency situation" is any situation that the City, in its sole discretion, determines to require immediate or timely access to the Encroaching Structure, including without limitation a need to repair pipes or sewer lines.

7. Removal of Encroaching Structure by the Owner.

a. Upon Termination. Upon termination of this Agreement, the Owner will remove the Encroaching Structure and return the Easement to a substantially similar or better condition than it was in prior to the construction of the Encroaching Structure. The Owner will be responsible for all costs associated with the removal of the Encroaching Structure and subsequent restoration, and the City will not be responsible for any of the costs thereof. All removal and restoration work as contemplated in this Section will be done to the satisfaction of the City.

b. Prior to Conveyance. The Owner will not sell, transfer, lease, or otherwise convey the Property or the Encroaching Structure to any individual, entity, or other party without first removing the Encroaching Structure.

8. Removal of the Encroaching Structure by the City. If the Owner fails to remove the Encroaching Structure when required by this Agreement, or if the Owner fails to restore the Easement to a substantially similar or better condition than it was in prior to the construction of the Encroaching Structure, then the City may enter onto the Property and remove the Encroaching Structure and restore the Easement upon ten (10) days' written notice. All costs borne by the City shall be payable by the Owner.

9. Insurance. The Owner will maintain and keep in force during the term of this Agreement general homeowner's liability insurance that covers the Encroaching Structure, which will name the City as an additional insured. The City may at any time request proof of such insurance by providing notice to the Owner, and the Owner will provide such proof within thirty (30) days of such notice.

10. Default. In the event of any default by the Owner of the terms of this Agreement, the City will notify the Owner of the default, after which time the Owner will have thirty (30) days to cure the default. If the Owner fails to cure the default in that period of time, the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The Owner will not have any right to cure a default under subsection "g" below, and the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The following events will, without limitation, be deemed to be a default:

a. Failure to allow the City access to the Easement and Encroaching Structure as prescribed in Section 6.

b. Failure to maintain the Encroaching Structure as prescribed in Section 3.

c. Materially altering the use of the Encroaching Structure.

d. Failure to obtain or maintain insurance coverage, or failure to provide the City proof of such coverage, as prescribed in Section 9.

e. Constructing, establishing, or otherwise placing new encroachments on the Easement without the express written permission of the City.

f. Failure to provide any payments or reimbursements to the City as contemplated by this Agreement;

g. Sale, transfer, lease, or any other conveyance of the Property or Encroaching Structure by the Owner to any other person/persons or entity/entities without first removing the Encroaching Structure and restoring the Easement to a substantially similar or better condition than it was in prior to the construction of the Encroaching Structure.

11. Indemnification. The Owner, and Owner's successors and assigns, will indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, contractors, and volunteers (which shall be considered a part of the term "City") from and against any and all claims, demands, liability, loss, cost, damage, or expense of any nature whatsoever, including all reasonable costs and attorneys' fees, made against the City on account of injury, harm, death, or damage to persons or property arising out of or in connection with, the maintenance, occupancy, use, repair, alteration, existence, location, or removal of the Encroaching Structure or the exercise of any other rights granted by this Agreement, and the Owner hereby assumes all liability and responsibility for the same.

12. Notices. Except for notice for emergency access to the Encroaching Structure as described in Section 6, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted under this Agreement will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party), or (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the party. A communication will be deemed to be properly addressed if sent to the following addresses:

a. Owner: 8307 80th Drive NE,
Marysville WA 98270
Phone:
Email:

b. City: Community Development
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

13. Change in Address. A party may change the address or other contact information that they intend to receive notice at by first providing notice to the other party as described in Section 12.

14. No Additional Rights. The parties acknowledge that this Agreement is solely for the purpose of permitting the Owner to use and maintain the Encroaching Structure on the Easement as prescribed by this Agreement. This Agreement does not convey any right, title, or interest in

or to the Easement nor is it meant to convey any right to use or occupy any other property or interest.

15. Runs with the Land; Successors and Assigns. This Agreement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

16. Governing Law; Attorney's Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by the City to enforce the obligations contained herein or to terminate this Agreement, the City shall be entitled to recover reasonable attorney's fees together with costs if it prevails.

17. Amounts Due. All amounts required to be paid by the Owner to the City shall be paid within 30 days after the Owner receives notice from the City of the amount due. Such amounts, along with all expenses borne by the City to collect them, including reasonable attorney's fees, shall become a lien on the Property, and the City will have the right to take any action to enforce such liens.

18. Remedies. In addition to the rights and remedies described herein, the City will have all other rights and remedies available at law or equity.

19. Loss in Value. The Owner will have no right to compensation from the City for any loss in value to the Property if and when the Encroaching Structure is damaged or removed.

20. Survival. The rights and obligations contained in Sections 3, 6, 8, 11, 15, 16, 17, 18, and 19 will survive any termination or expiration of this Agreement.

21. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

22. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

23. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date written below.

Approved as to form:

Jon Walker, City Attorney

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

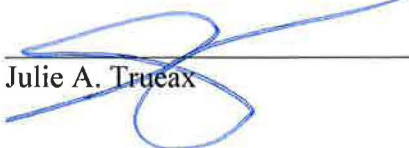
OWNER:



Trevor P. Trueax

9-21-18

Date



Julie A. Trueax

9-21-18

Date

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Trevor P. Trueax is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

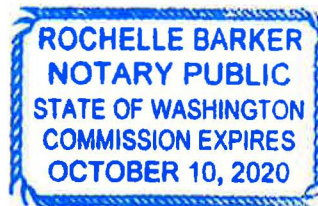
Date: 9.21.18 _____

Rochelle Barker _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: Bothell, WA _____

My commission expires: 10.10.2020 _____



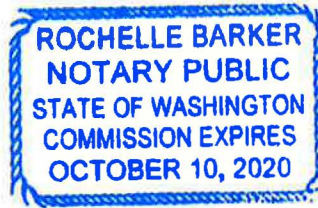
STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Julie A. Trueax is the person who appeared before me, and she acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9.21.18

Rochelle Barker

NOTARY PUBLIC in and for the
State of Washington.



Residing at: Bothell, WA

My commission expires: 10.10.2020

Exhibit A

Legal Description

LOT 42, THE HILL, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 9802275002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Exhibit B Sewer Easement

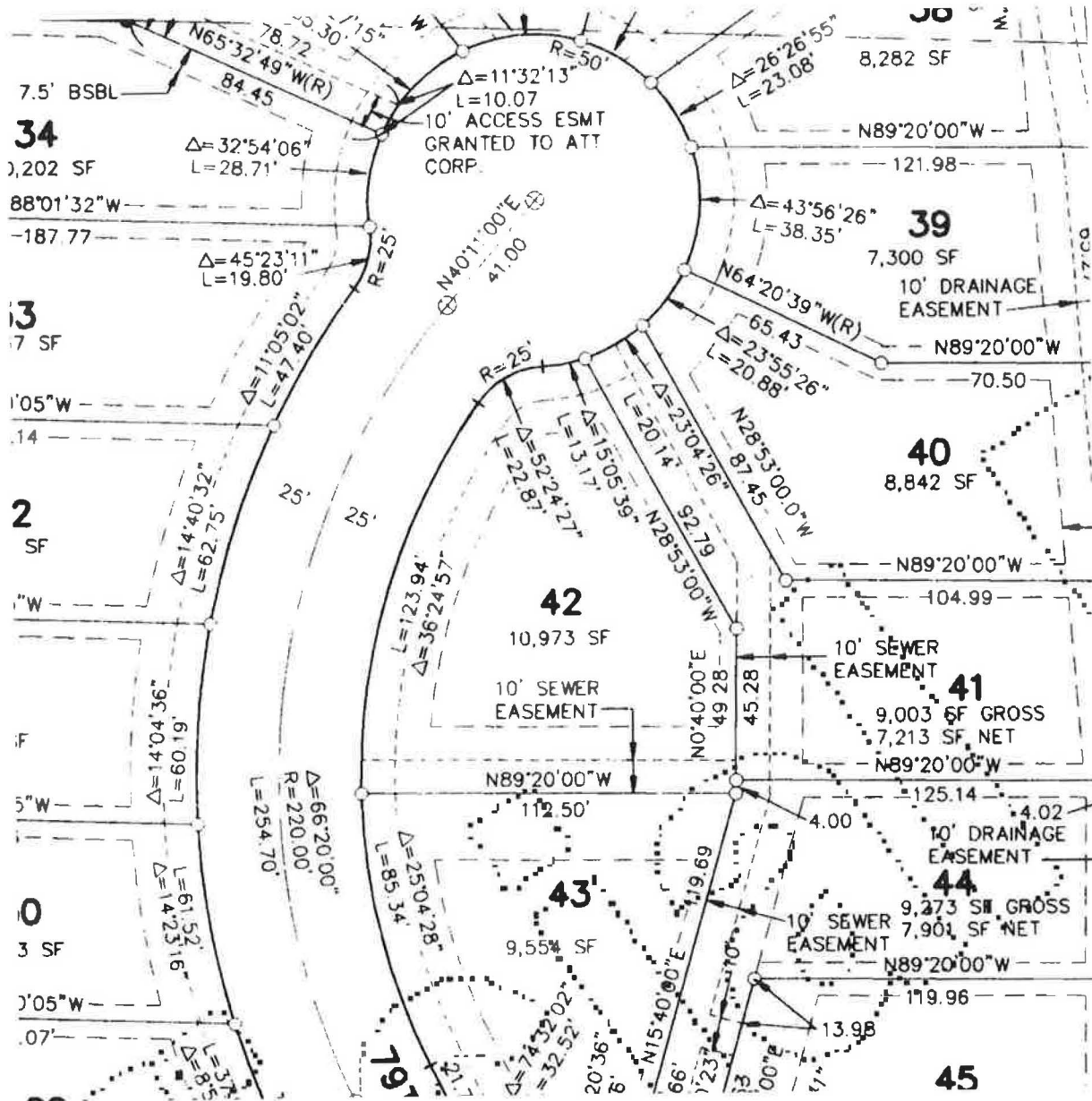
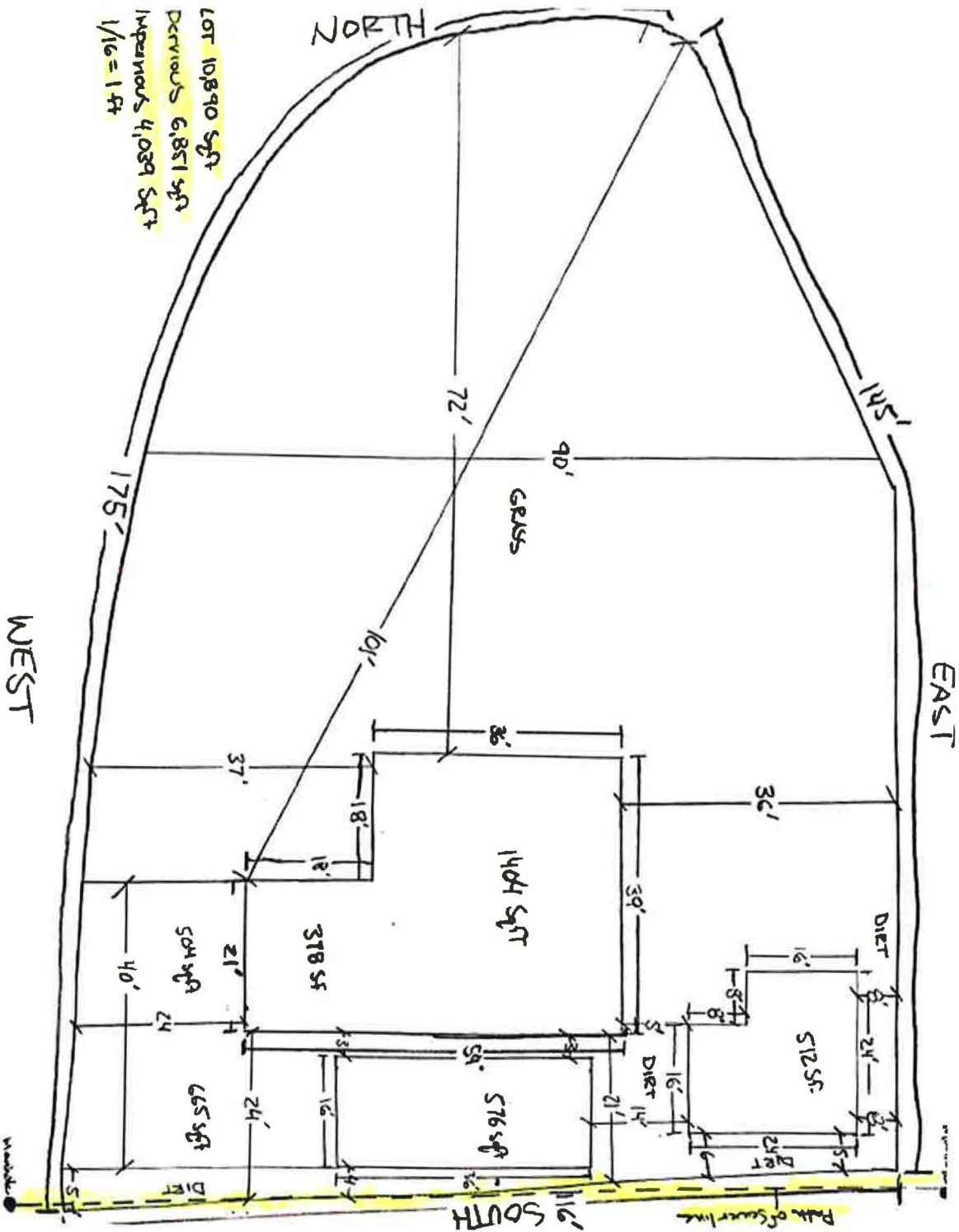


Exhibit C
Encroaching Structure



Exhibit D

Sketch of the Property and Structures Thereon



AFTER RECORDING RETURN TO:

City Clerk's Office
 City of Marysville
 1049 State Avenue
 Marysville, WA 98270
 360-363-8000

Document Title: **Easement Encroachment Agreement**
 Grantor: The City of Marysville
 Grantee: Trevor P. Trueax and Julie A. Trueax, husband and wife

Abbreviated Legal Description: LOT 42, THE HILL.

Assessor's Tax/Parcel Number: 00877600004200

Additional Legal Description on page 10

Easement Encroachment Agreement

This Easement Encroachment Agreement is entered into by and between the City of Marysville (the "City") and Trevor P. Trueax and Julie A. Trueax, husband and wife (collectively the "Owner") on the ____ day of _____, 2018.

RECITALS

WHEREAS, the Owner is the owner of the property commonly known as 8307 80th Drive NE, Marysville WA 98270, the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the "Property");

WHEREAS, the City has a sewer easement affecting the property as shown in the plat recorded under Auditor's File Number 9802275002, the portion of which evidencing the sewer easement is shown in **Exhibit B**, which is attached and incorporated into this Agreement (the "Easement");

WHEREAS, the Owner has constructed an open-air structure of approximately 512 square feet as shown in **Exhibit C**, which is attached and incorporated into this Agreement (the “Gazebo”);

WHEREAS, the Gazebo is located on a portion of the Property as shown in **Exhibit D**, which is attached and incorporated into this Agreement;

WHEREAS, the Gazebo was built over a portion of the Easement and thus encroaches on the Easement;

WHEREAS, the Gazebo has a solid roof with open walls, similar to a pergola, and is currently used as a covered patio for outdoor recreational purposes and contains outdoor furniture and a fireplace;

WHEREAS, the Gazebo was constructed without necessary building permits and does not meet the requirements of the City’s municipal code, including without limitation property or easement setback requirements;

WHEREAS, the City will allow the Gazebo to remain on the Property and the affected Easement area under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the City and Owner agree as follows:

AGREEMENT

1. Permission Granted. The City, in consideration of the covenants and agreements contained in this Agreement, to be kept and performed by the Owner, hereby grants permission to the Owner to encroach on the Easement for the purposes of using and maintaining the Gazebo. The rights contained in this Agreement shall not apply to any other encroachments into or onto the Easement, existing either now or in the future.

2. Term and Termination.

a. Term. The term of this Agreement will be three (3) years from the date the Agreement is executed by the City. The Owner agrees that Owner will remove the Gazebo at the end of the term as provided in Section 7.

b. Termination. This Agreement will terminate on any of the following events:

(i) Expiration of the term of this Agreement;

(ii) Default of the terms of this Agreement and notification of termination as provided in Section 10.

(iii) The Gazebo is removed from the Easement and the affected Easement area is restored to a substantially similar or better condition than it was in prior to the construction of the Gazebo.

3. Use; Maintenance. All use, repairs, and maintenance of the Gazebo will be performed in strict compliance with this Agreement and with all applicable federal, state, and local laws, statutes, ordinances, codes, and regulations, and the City may access and inspect the Gazebo to ensure compliance with the same. All costs associated with the use, maintenance, and repair of the Gazebo will be exclusively borne and paid for by the Owner.
4. Change in Use Prohibited. The Owner will use the Gazebo solely as a covered patio and for associated outdoor recreational purposes. A material change in the use of the Gazebo will constitute a default of this Agreement pursuant to Section 10.
5. Further Construction Prohibited. The Owner will not expand or otherwise cause the Gazebo or any associated appurtenances to further infringe in or on the Easement beyond what is shown in **Exhibit C** and **Exhibit D**. Expansion of the Gazebo in or on the Easement will constitute a default of this Agreement pursuant to Section 10.
6. Right of Access. The City will have the right to access the Easement and all parts of the Gazebo, including without limitation its interior. Upon gaining access the City will have the right to make any alterations to the Gazebo and Easement, including without limitation breaking locks, breaching doors, removing walls or floorboards, cutting into the foundation, digging into the ground, and fully demolishing the Gazebo. The City will in no way be liable to the Owner for any damage to the Property, Gazebo, or personal property caused by its accessing or altering the Easement or Gazebo. All costs the City incurs in making alterations to the Gazebo will be the responsibility of the Owner, and the Owner will reimburse the City for the same. The City will have the right to access the interior of the Gazebo by providing notice to the Owner according to the following terms:
 - a. Non-Emergency Access. The City may access the Gazebo for any reason upon seven (7) days' written notice to the Owner.
 - b. Emergency Access. The City may access the Gazebo in an emergency situation upon twelve (12) hours' notice to the Owner. In the event the City is unable to reach the Owner after attempting to provide notice, or the Owner does not respond to the City within that twelve (12) hour period, the City may enter into the Gazebo without permission from the Owner, and the City may break any locks or breach any doors, walls, or floors to gain said access, and pursuant to this Section any resultant damages to the Property, Gazebo, or any personal property shall be borne by the Owner, and the City will in no way have any responsibility to make repairs or reimburse the Owner for resultant damages. For the purposes of this Section, an "emergency situation" is any situation that the City, in its sole discretion, determines to require immediate or timely access to the Gazebo, including without limitation a need to repair pipes or sewer lines.
7. Removal of Gazebo by the Owner.
 - a. Upon Termination. Upon termination of this Agreement, the Owner will remove the Gazebo and return the Easement to a substantially similar or better condition than it was in prior to the construction of the Gazebo. The Owner will be responsible for

all costs associated with the removal of the Gazebo and subsequent restoration, and the City will not be responsible for any of the costs thereof. All removal and restoration work as contemplated in this Section will be done to the satisfaction of the City.

b. Prior to Conveyance. The Owner will not sell, transfer, lease, or otherwise convey the Property or the Gazebo to any individual, entity, or other party without first removing the Gazebo.

8. Removal of the Gazebo by the City. If the Owner fails to remove the Gazebo when required by this Agreement, or if the Owner fails to restore the Easement to a substantially similar or better condition than it was in prior to the construction of the Gazebo, then the City may enter onto the Property and remove the Gazebo and restore the Easement upon ten (10) days' written notice. All costs borne by the City shall be payable by the Owner.

9. Insurance. The Owner will maintain and keep in force during the term of this Agreement general homeowner's liability insurance that covers the Gazebo, which will name the City as an additional insured. The City may at any time request proof of such insurance by providing notice to the Owner, and the Owner will provide such proof within thirty (30) days of such notice.

10. Default. In the event of any default by the Owner of the terms of this Agreement, the City will notify the Owner of the default, after which time the Owner will have thirty (30) days to cure the default. If the Owner fails to cure the default in that period of time, the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The Owner will not have any right to cure a default under subsection "g" below, and the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The following events will, without limitation, be deemed to be a default:

- a. Failure to allow the City access to the Easement and Gazebo as prescribed in Section 6.
- b. Failure to maintain the Gazebo as prescribed in Section 3.
- c. Materially altering the use of the Gazebo.
- d. Failure to obtain or maintain insurance coverage, or failure to provide the City proof of such coverage, as prescribed in Section 9.
- e. Constructing, establishing, or otherwise placing new encroachments on the Easement without the express written permission of the City.
- f. Failure to provide any payments or reimbursements to the City as contemplated by this Agreement;
- g. Sale, transfer, lease, or any other conveyance of the Property or Gazebo by the Owner to any other person/persons or entity/entities without first removing the Gazebo and restoring the Easement to a substantially similar or better condition than it was in prior to the construction of the Gazebo.

11. Indemnification. The Owner, and Owner's successors and assigns, will indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, contractors, and volunteers (which shall be considered a part of the term "City") from and against any and all claims, demands, liability, loss, cost, damage, or expense of any nature whatsoever, including all reasonable costs and attorneys' fees, made against the City on account of injury, harm, death, or damage to persons or property arising out of or in connection with, the maintenance, occupancy, use, repair, alteration, existence, location, or removal of the Gazebo or the exercise of any other rights granted by this Agreement, and the Owner hereby assumes all liability and responsibility for the same.

12. Notices. Except for notice for emergency access to the Gazebo as described in Section 6, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted under this Agreement will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party), or (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the party. A communication will be deemed to be properly addressed if sent to the following addresses:

- a. Owner: 8307 80th Drive NE,
Marysville WA 98270

Phone:

Email:
- b. City: Community Development
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

13. Change in Address. A party may change the address or other contact information that they intend to receive notice at by first providing notice to the other party as described in Section 12.

14. No Additional Rights. The parties acknowledge that this Agreement is solely for the purpose of permitting the Owner to use and maintain the Gazebo on the Easement as prescribed by this Agreement. This Agreement does not convey any right, title, or interest in or to the Easement nor is it meant to convey any right to use or occupy any other property or interest.

15. Runs with the Land; Successors and Assigns. This Agreement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

16. Governing Law; Attorney's Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by the City to

enforce the obligations contained herein or to terminate this Agreement, the City shall be entitled to recover reasonable attorney's fees together with costs if it prevails.

17. Amounts Due. All amounts required to be paid by the Owner to the City shall be paid within 30 days after the Owner receives notice from the City of the amount due. Such amounts, along with all expenses borne by the City to collect them, including reasonable attorney's fees, shall become a lien on the Property, and the City will have the right to take any action to enforce such liens.

18. Remedies. In addition to the rights and remedies described herein, the City will have all other rights and remedies available at law or equity.

19. Loss in Value. The Owner will have no right to compensation from the City for any loss in value to the Property if and when the Gazebo is damaged or removed.

20. Survival. The rights and obligations contained in Sections 3, 6, 8, 11, 15, 16, 17, 18, and 19 will survive any termination or expiration of this Agreement.

21. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

22. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

23. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date written below.

Approved as to form:

Jon Walker, City Attorney

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

OWNER:



Trevor P. Trueax

9-21-18

Date



Julie A. Trueax

9.21.18

Date

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Trevor P. Trueax is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

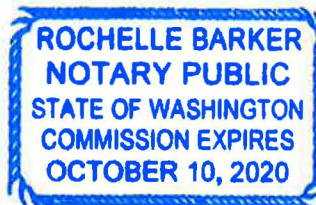
Date: 9/21/2018

Rochelle Barker

NOTARY PUBLIC in and for the
State of Washington.

Residing at: Bothell, WA

My commission expires: 10-10-2020



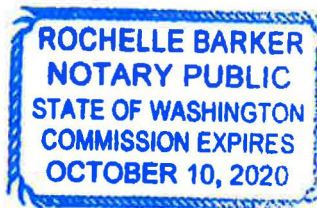
STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Julie A. Trueax is the person who appeared before me, and she acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 9.21.2018

Rochelle Barker

NOTARY PUBLIC in and for the State of Washington.



Residing at: Bothell, WA

My commission expires: 10.10.2020

Exhibit A

Legal Description

LOT 42, THE HILL, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 9802275002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Exhibit B
Sewer Easement

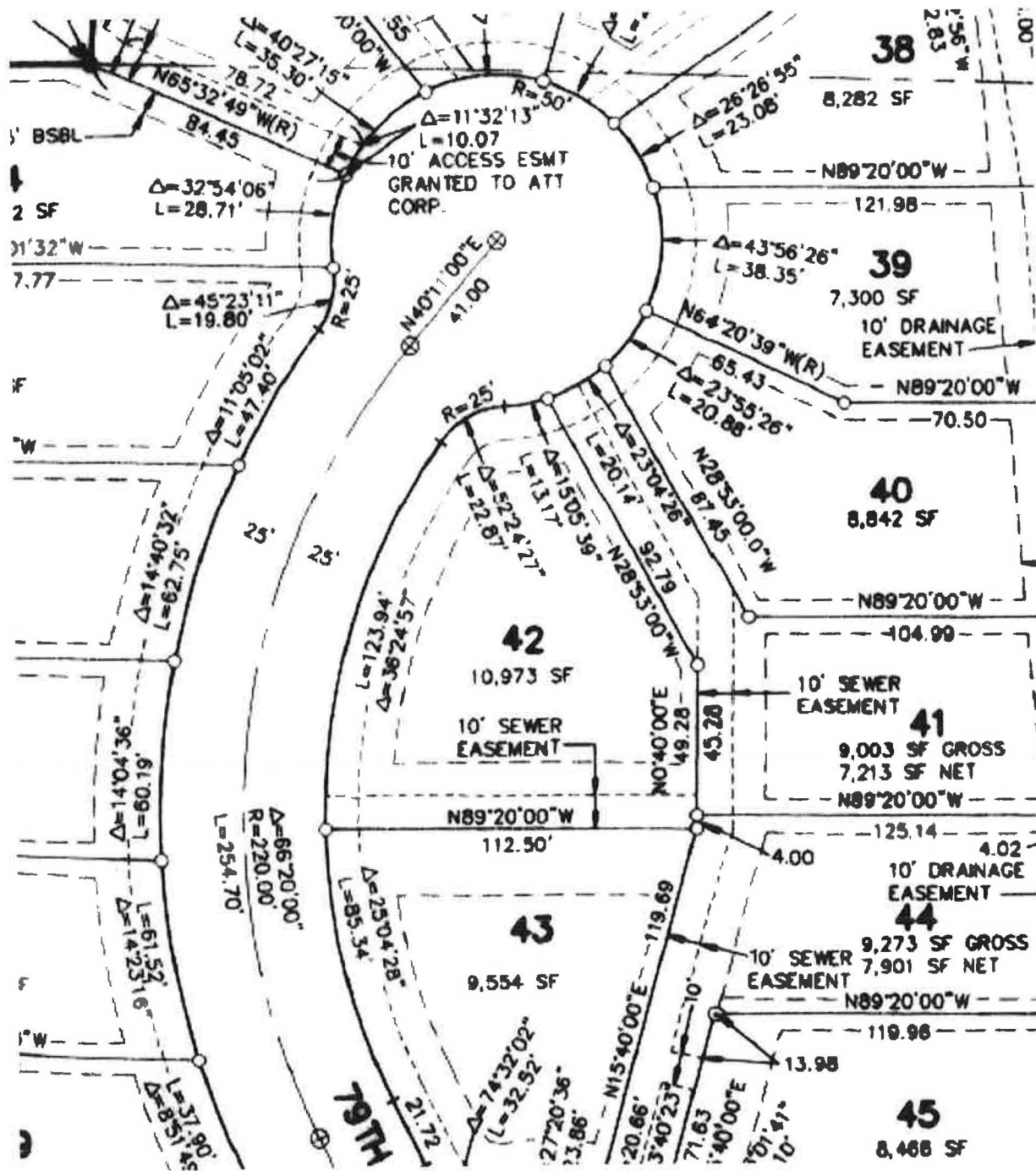


Exhibit C

Gazebo

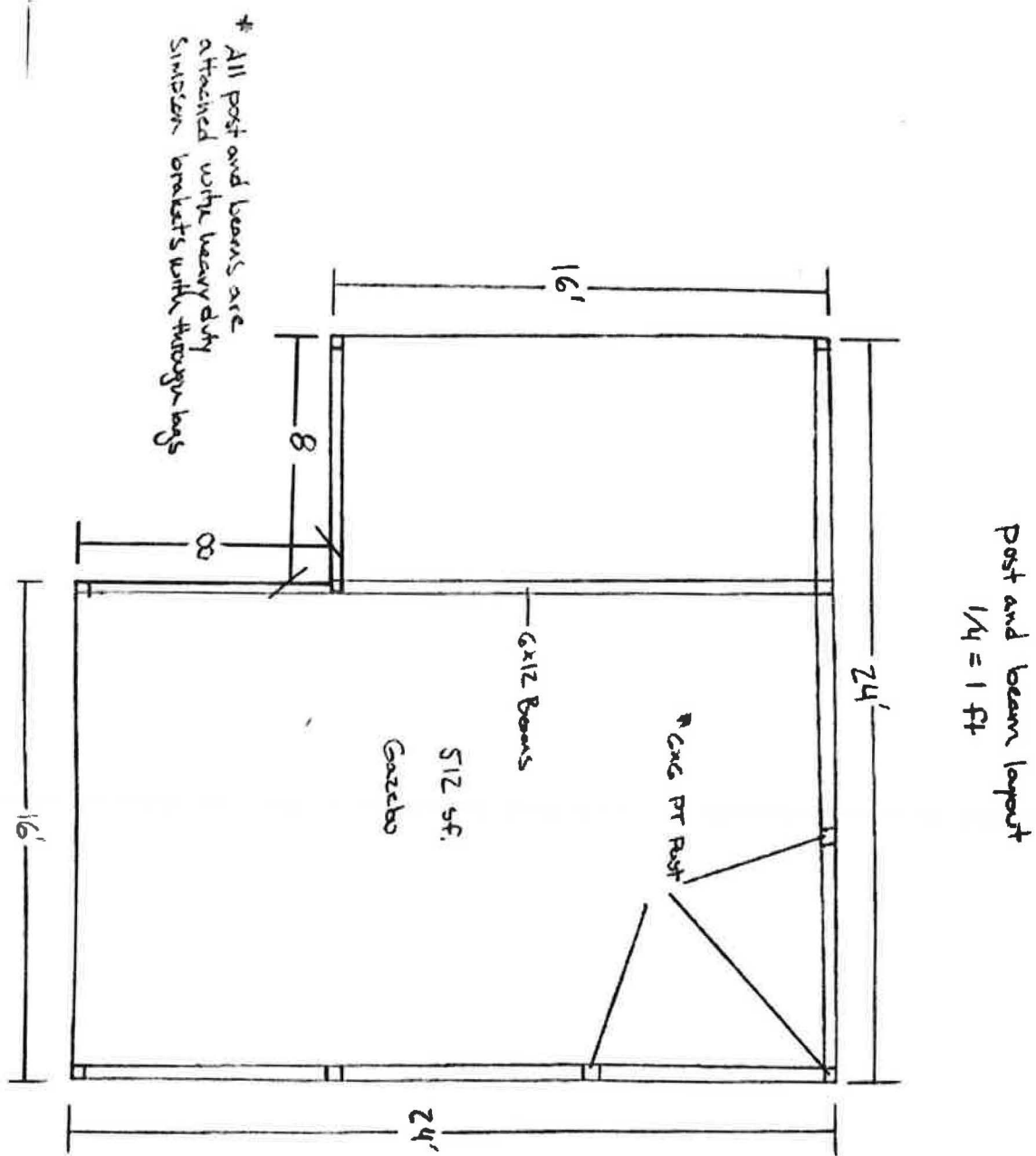
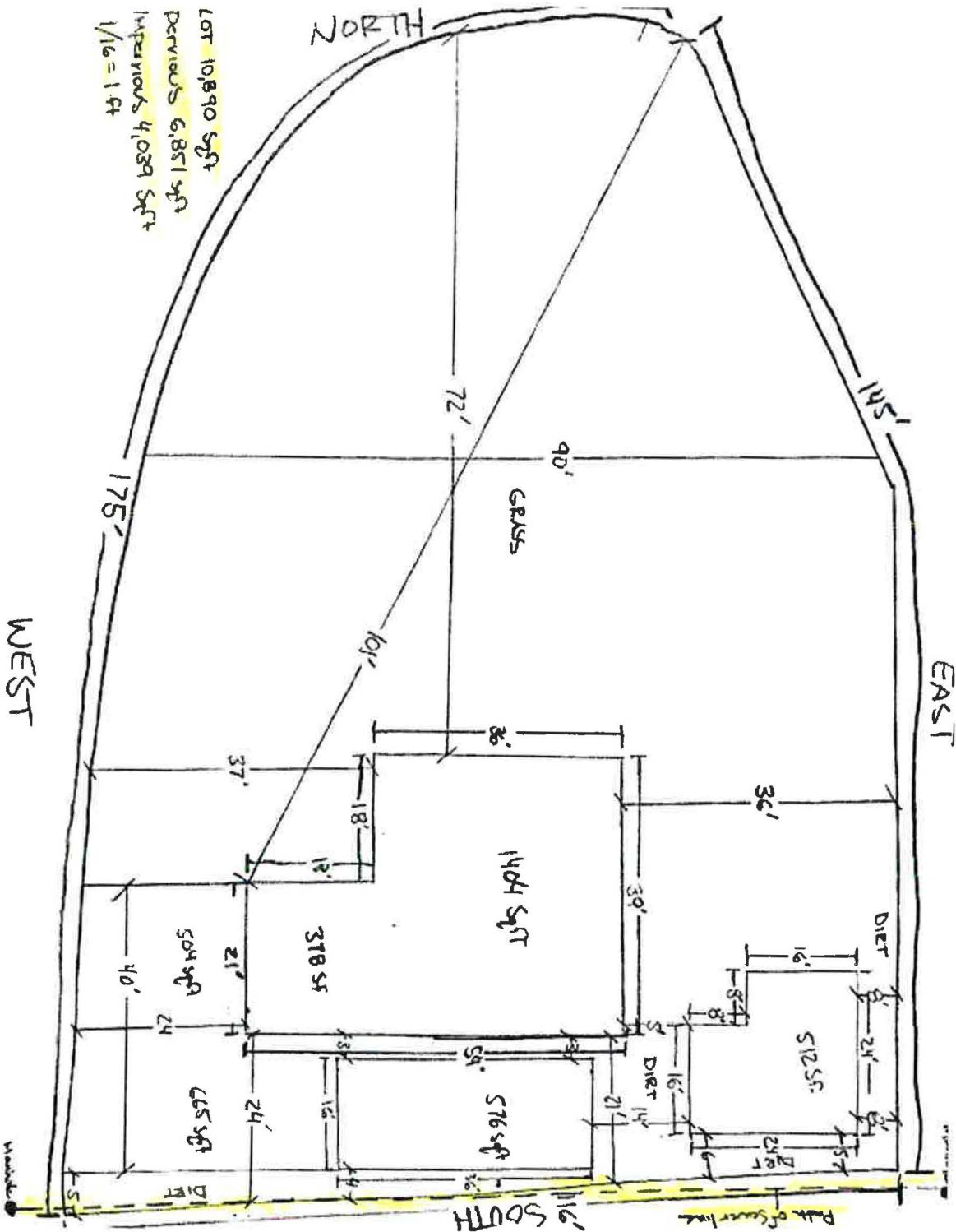


Exhibit D

Sketch of the Property and Structures Thereon



Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/08/2018

AGENDA ITEM:	
Fourth Amendment to Agreement for Joint Operation of Fire and Medical Protection Facilities Dated April 18, 2016	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, CAO/Jon Walker, City Attorney/Sandy Langdon, Finance Director	
DEPARTMENT:	
Executive/Legal/Finance	
ATTACHMENTS:	
Proposed Fourth Amendment Agreement for Joint Operation of Fire and Medical Protection Facilities Dated April 18, 2016 including First, Second, and Third Amendments	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The current agreement indicates a deadline of December 31, 2018 for developing a service delivery model for fire and EMS services. Service delivery model discussions are continuing and it is expected that a final decision will not be made by the end of the year which is the term of the agreement. Therefore, we propose a one-year extension to December 31, 2019 and also amend the term, the Board of Directors, renegotiation of terms, meetings of the Board of Directors, and the financial contribution.

The term is proposed to be extended to December 31, 2019 and the Renegotiation of Terms proposes extension of the date to September 1, 2019.

The amendment also identifies the financial contribution by the city for 2019 at an estimated contribution of \$12,104,597.

All other provisions of the agreement will remain.

RECOMMENDED ACTION:

City staff recommends that Council approve the Mayor to sign the proposed Fourth Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016

FOURTH AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES DATED
APRIL 18, 2016

This Fourth Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have been ~~unable to meet the September 1, 2017, deadline in the Agreement for negotiating to~~ developing a service delivery model for provision of fire and EMS services; and

WHEREAS, the parties are continuing discussions of the service delivery model; and

WHEREAS, the parties agree that extending the current agreement ~~for one year to~~ December 31, 2019, is necessary to continue to deliver fire and EMS services to citizens.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, including its First and Second Amendments, is amended as follows:

1. Section 1.5 is amended to read as follows:

"1.5. 'Board of Directors' or 'Board' shall mean the joint board composed of ~~three-four~~ appointees of the City and ~~up to six~~three appointees of the District as further described in paragraph 4 below."

1. Section 2 entitled, "Term," is amended to read as follows:

"This agreement shall be effective August 1, 2003 and shall terminate December 31, ~~2018~~2019, unless extended by mutual written agreement of the parties."

2. Section 3 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar years ~~2018~~ to 2019 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

A. Renewal or extension of this Agreement with appropriate revisions;

- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, ~~2018~~2019, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition.”

4. Section 4, entitled, “Board of Directors” is amended to read as follows:

“BOARD OF DIRECTORS. The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of ~~a minimum of six members, and a maximum of nine~~seven members, as defined in this agreement. The City shall appoint ~~three~~four members to the Board of Directors, provided that the appointees shall consist of ~~three~~four ~~City-city Council-council~~ members or ~~two~~three city council members and the ~~Mayor~~mayor. District 12 shall appoint ~~no less than three and no more than six members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. Pursuant to the merger of Fire District No. 20 into Fire District No. 12, District 12 will, initially, appoint 6 members to the Board of Directors and reduce its Board membership down to three in accordance with RCW 52.06.085~~ three fire commissioners to the Board. The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.

The Board shall have the power to:

- i. Develop or amend appropriate board governance procedures, such as by-laws, and to appoint a Chair.
- ii. Approve the Department budget.
- iii. Appoint the Fire Chief and, when appropriate, terminate the Fire Chief. Supervise the Fire Chief, through its Chair, to include an annual performance appraisal.
- iv. Set the salary range for the Fire Chief.
- v. Adopt personnel rules and regulations for Department employees.

vi. Ratify collective bargaining agreements for Department employees.

vii. Set service and performance goals for the Department.”

5. Section 5, entitled, “Meetings of the Board of Directors,” is amended to read as follows:

“**MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. Meetings will be held in the Marysville City Council chambers and ~~The~~ the date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.”

9. Section 13.8 entitled, "Financial Contribution By City," is amended to read as follows:

“The ~~2018-2019~~ contribution is estimated to be \$~~11,338,836~~ \$12,104,597, with estimated District combined levy rate of \$~~1.5871~~ \$1.5134 /\$1,000 AV (regular levy - \$~~1.0871~~ \$1.0165 /\$1,000 and EMS Levy - \$~~0.50~~ \$0.4969 /\$1,000 AV).”

4. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, including its First ~~and~~, Second, and Third Amendments, shall remain in full force and effect, unchanged.

DATED THIS _____ DAY OF _____, 2018.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12

Mayor

Chairperson

Commissioner

City Clerk

Commissioner

Approved as to Form:

City Attorney

Fire District Secretary

Approved as to Form:

Fire Protection District 12 Attorney

THIRD AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES DATED
APRIL 18, 2016

This Third Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have been unable to meet the September 1, 2017, deadline in the Agreement for developing a service delivery model for provision of fire and EMS services; and

WHEREAS, the parties are continuing discussions of the service delivery model; and

WHEREAS, the parties agree that extending the current agreement for one year is necessary to continue to deliver fire and EMS services to citizens.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, including its First and Second Amendments, is amended as follows:

1. Section 2 entitled, "Term," is amended to read as follows:

"This agreement shall be effective August 1, 2003 and shall terminate December 31, 2018, unless extended by mutual written agreement of the parties."

2. Section 3 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar year 2018 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

- A. Renewal or extension of this Agreement with appropriate revisions;
- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2018, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition."

3 Section 13.8 entitled, "Financial Contribution By City," is amended to read as follows:

"The 2018 contribution is estimated to be \$11,338,836, with estimated District combined levy rate of \$1.5871/\$1,000 AV (regular levy - \$1.0871/\$1,000 and EMS Levy - \$0.50/\$1,000 AV)."

4. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, including its First and Second Amendments, shall remain in full force and effect, unchanged.

DATED THIS 27 DAY OF November, 2017.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12

[Signature]
Mayor

[Signature]
Chairperson

[Signature]
Commissioner

[Signature]
City Clerk
Deputy

[Signature]
Commissioner

Approved as to Form:

[Signature]
City Attorney

[Signature]
Fire District Secretary

Approved as to Form:



Fire Protection District 12 Attorney

**SECOND AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES DATED APRIL 18, 2016**

This Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have agreed on a formula for disposition of assets to satisfy the expectations of the Washington State Auditor during the term of this Agreement; and

WHEREAS, the parties have also agreed on the appropriate formula for the disposition of assets upon the termination of this Agreement; and

WHEREAS, the parties agree that utilizing the formula set forth in RCW 35A.14.380 is appropriate; and

WHEREAS, the parties are committed to continue to deliver fire and EMS services to citizens in the area currently served by the Marysville Fire District.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, is hereby amended as follows:

1. Section 17.1, "Disposition of Assets," is amended to read as follows:

(1) The parties agree that for the purpose of satisfying the requirements of the Washington State Auditor, the assets of the Marysville Fire District shall be apportioned utilizing the formula of RCW 35A.14.380. For the 2016 annual reporting year the percent split is as follows: 78.25% to the City and 21.75% to FPD 12 until this agreement is terminated.

(2) For the purpose of dividing assets upon termination of this agreement the parties further agree that the assets of the Marysville Fire District and the assets of FPD 12 shall vest in the City upon payment in cash, properties or contracts for fire protection services to FPD 12 within one year, of a percentage of the value of said assets equal to the percentage of the value of the real property in FPD 12 outside the City, consistent with the formula contained in RCW 35A.14.380. This percentage will be determined by dividing the assessed value of real property in FPD 12 by the sum of the assessed value of real property in FPD 12 and the City (i.e. that area currently encompassed within the Marysville Fire District). For purposes of this Agreement the reference to "assets" shall mean all real and personal property of FPD 12 and Marysville Fire District. Within thirty days of termination of the Agreement the City and District 12 agree to meet and negotiate in good faith the method and apportionment of the payment by the City to the District in cash, properties, or contracts referenced herein.

ORIGINAL

(3) In calculating the division of assets, the value of the Administration Building, located at 1094 Cedar Avenue (tax parcel number 00585600301000), will be reduced by \$750,000.00 and the \$750,000.00 credited to FPD 12.

(4) In the event this Agreement is terminated and assets are distributed to the parties in accordance with this section, the parties agree that the assets will be used to provide fire and emergency medical services within their respective jurisdictions.

(5) The City shall offer to assume responsibility for fire protection services throughout the district in exchange for FPD 12 paying a reasonable fee for such fire protection, but FPD 12 is not obligated to accept such offer.

2. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, shall remain in full force and effect, unchanged.

DATED THIS 26 DAY OF April, 2017.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12



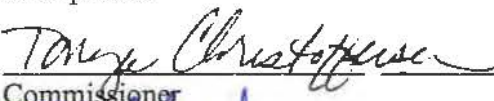
Mayor




Chairperson

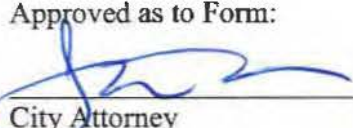
Attest:


City Clerk
Deputy



Commissioner


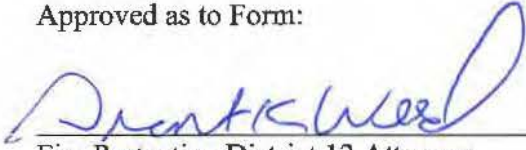
Commissioner

Approved as to Form:


City Attorney

Attest:


Fire District Secretary

Approved as to Form:


Fire Protection District 12 Attorney

**FIRST AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND ENTERGENCY MEDICAL PROTECTION FACILITIES DATED
APRIL 18, 2016**

This Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have been unable to meet the September 1, 2016, deadline in the Agreement for developing a service delivery model for provision of fire and EMS services; and

WHEREAS, the parties are continuing discussions of the service delivery model; and

WHEREAS, the parties agree that extending the current agreement for one year is necessary to continue to deliver fire and EMS services to citizens.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, is hereby amended as follows:

1. Section 2 entitled, "Term," is amended to read as follows:

"This agreement shall be effective August 1, 2003 and shall terminate December 31, 2017, unless extended by mutual written agreement of the parties."

2. Section 2 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar year 2017 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

- A. Renewal or extension of this Agreement with appropriate revisions;
- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2017, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition."

3 Section 13.8 entitled, "Financial Contribution By City," is amended to read as follows:

"The annual financial contribution by the City will be based on the levy rate for regular real property taxes assessed by the District multiplied by the total assessed value of taxable properties located within the City limits, including new construction and utilities calculated on the same basis as the District to the City's assessed value. The contribution shall be paid to the Board of Directors in equal monthly installments. The 2017 contribution is estimated to be \$10,076,327 with estimated District combined levy rate of \$1.565695/\$1,000 AV (regular levy - \$1.17855/\$1,000 and EMS levy - \$0.387144/\$1,000 AV)."

4. A new subsection, 17.1, is added to section 17 to read as follows:

"Disposition of Assets. Consistent with the provisions of the Interlocal Agreement, and ~~in~~ in accordance with the expectations of the Washington State Auditor, the City and District 12 will agree on a disposition of assets by February 1, 2017. If the parties cannot reach agreement, the processes in section 30 will be utilized."

5. Section 30 entitled, "Dispute Resolution," is amended to read as follows:

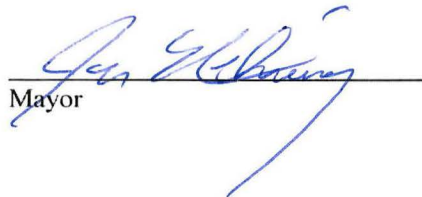
"In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement or the disposition of assets, the parties agree that they shall first attempt to resolve the issue using mediation. If mediation is unsuccessful, such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

6. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, shall remain in full force and effect, unchanged.

DATED THIS 15 DAY OF December, 2016.

CITY OF MARYSVILLE

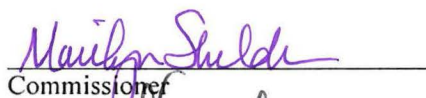
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12



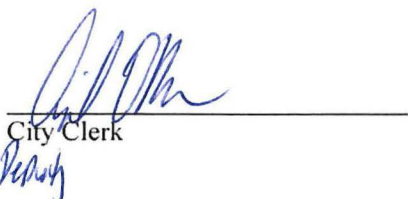
Mayor



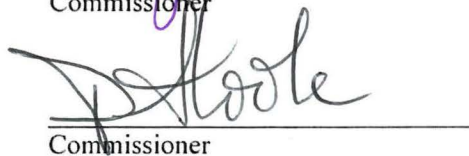
Chairperson



Commissioner

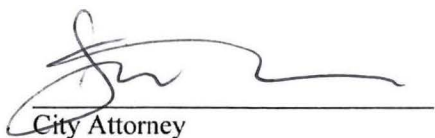


City Clerk
Deputy



Commissioner

Approved as to Form:

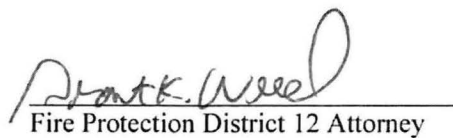


City Attorney



Fire District Secretary

Approved as to Form:



Fire Protection District 12 Attorney

**AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

This agreement is entered into by the City under the authority of RCW 35A.11.040 and District 12 under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The City and District 12 previously each maintained and operated their own fire department to provide fire protection, fire suppression and emergency medical services in its respective area.

The City and District 12 determined that it is in the best interest of each of the municipal corporations to establish a Consolidated Fire Department to be operated under the control and direction of a Board of Directors as defined by this agreement.

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. Accordingly, the parties wish to enter into this agreement and any amendments thereto.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **DEFINITIONS.** The following terms, when used in this agreement, shall be defined as follows:
 - 1.1. "City" shall mean the City of Marysville.
 - 1.2. "District 12" shall mean Snohomish County Fire Protection District No. 12.
 - 1.3. "Department", "Fire Department" "District" or "Consolidated Fire Department" shall mean the combined operating fire departments of the City and District 12, hereinafter referred to as the "Marysville Fire District."
 - 1.4. "Fire Chief" shall mean the chief of the Fire Department appointed by the Board of Directors.
 - 1.5. "Board of Directors" or "Board" shall mean the joint board composed of three appointees of the City and up to six appointees of the District as further described in paragraph 4 below.
2. **TERM.** This agreement shall be effective August 1, 2003 and shall terminate December 31, 2016 unless extended by mutual written agreement of the parties.

3. **RENEGOTIATION OF TERMS.** During calendar year 2016 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:
- A. Renewal or extension of this Agreement with appropriate revisions;
 - B. Establishment of a Regional Fire Authority;
 - C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2016, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition.

- 4.
- 4 **BOARD OF DIRECTORS.** The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of a minimum of six members, and a maximum of nine members, as defined in this agreement. The City shall appoint three members to the Board of Directors, provided that the appointees shall consist of three City Council members or two city council members and the Mayor. District 12 shall appoint no less than three and no more than six members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. Pursuant to the merger of Fire District No. 20 into Fire District No. 12, District 12 will, initially, appoint 6 members to the Board of Directors and reduce its Board membership down to three in accordance with RCW 52.06.085. The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.
5. **MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.

6. **LIMITATION OF THE BOARD OF DIRECTORS.** The Board of Directors shall have no authority to modify or revise the terms of this agreement. In the event the Board of Directors shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of District 12 for resolution.
7. **CITY SERVICES.** The Board of Directors shall provide the following services within the City limits:
- 7.1. Fire prevention services.
 - 7.2. Fire suppression services.
 - 7.3. Emergency medical services.
 - 7.4. Hazardous materials incident response services.
 - 7.5. Uniform Fire Code inspection services.
 - 7.6. Uniform Fire Code preconstruction building plan review services.
 - 7.7. Uniform Fire Code investigation services.
 - 7.8. Technical Rescue Services.
8. **DISTRICT 12 SERVICES.** The Board of Directors shall provide the following services within the boundaries of District 12.
- 8.1. Fire prevention services.
 - 8.2. Fire suppression services.
 - 8.3. Emergency medical services.
 - 8.4. Hazardous materials incident response services.
 - 8.5. Technical Rescue Services.
9. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response services shall be provided at the same level to each of the parties under the terms of this agreement. In the event of simultaneous emergencies within the City and District 12 whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.
- The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District 12 rather than District 12 itself.

10. **OPERATIONS COMMITTEE.** An Operations Committee is formed consisting of the Fire Chief, the Mayor, and the Chief Administrative Officer of the City. The Operations Committee which shall act in an advisory capacity only to the Chief and Board of Directors shall:

- 10.1. Provide input on the development of operational priorities, policies, and procedures and recommend their adoption by the Board.
- 10.2. Provide input on the preparation of a budget and present the budget to the Board for approval.
- 10.3. Monitor revenues and expenditures and provide input as to whether budgetary targets are being met.
- 10.4. Provide input for the establishment of objectives for collective bargaining and direct negotiation strategy.
- 10.5. Provide input regarding Department operations and Department policies and procedures.
- 10.6. Obtain assistance of key staff from the District and the City and require attendance of such staff at meetings of the Operations Committee.
- 10.7. Meet at least monthly.

11. **BUDGET.** The Operations Committee shall provide input on the preparation of a proposed operating budget to the Board of Directors for the Marysville Fire District in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the annual income and expense requirements of the Department and the capital expenditures required for the operation of the Department. The Board of Directors shall review the proposed budget and submit an estimate of the City's cash contribution amount to the City and the District not later than October 1 of each year. Approval of the budget shall require a majority vote of the Board of Directors. After a budget is adopted by the Board of Directors, a copy shall be submitted to the Marysville City Council and District 12 Commissioners. In the event the Board of Directors cannot agree on a Budget, the Board shall notify each of the parties to this agreement. The parties to this agreement shall negotiate a compromise on the budget or budget item(s), and shall have authority to approve such on behalf of the Marysville Fire District. In the event the parties to this agreement cannot reach a compromise, the parties agree to utilize arbitration as outlined in section 29-Dispute Resolution of this agreement.

In the event it shall be necessary, during any calendar year, for the budget to be amended, the Operations Committee shall provide input on a budget amendment for submittal to the Board for review. Upon approval by the Board of Directors, the amendment shall be

submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by either party.

12. **SPECIAL FUND.** The Board of Directors shall create a special operating fund with the County Treasurer's office to be used for the payment of the operating costs of the Fire Department. The Board of Directors shall be responsible for the proper management and accounting of all funds coming into the possession of the Board of Directors. The financial affairs of the Board of Directors shall be conducted in accordance with applicable federal and state laws and regulations.
13. **FUNDING OF SPECIAL FUND.** Each of the parties agrees to fund the operations of the Department under the following provisions:
 - 13.1. **Financial Contribution by District 12.** District 12 agrees to levy regular real property taxes, as determined by its Board of Commissioners, on taxable property located within the District. The Board of Directors shall provide sufficient funds for the following District 12 operations:
 - 13.2. Commissioners' fees pursuant to RCW 52.14.010.
 - 13.3 Membership fees for state and local municipal corporation associates and commissioners' associations.
 - 13.4 Board of Directors' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.
 - 13.5 Attorneys', accountants', auditors' and investment officers' fees and costs.
 - 13.6 Election expenses.
 - 13.7 Such other reasonable and necessary expenses as may be incurred from time to time by District 12 and its Board of Commissioners that are not attributable to the operation of the Department.
 - 13.8 **Financial Contribution By City.** Each year an agreement as to the financial contribution by the City for the ensuing year will be finalized by September 30th. In the event the parties agree to extend the term of this Agreement beyond December 31, 2016 any extension of this Agreement shall include a formula for each party's financial contribution that can be applied automatically so as to eliminate the need to develop a formula annually. The contribution shall be paid to the Board of Directors in equal monthly installments.
 - 13.9 **District Regular Tax Limitations.** District 12 agrees that it will not seek voter approval of the lifting of the LID limitation on its regular or emergency medical services regular real property tax levy without the consent of the City. District 12 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the City.

- 14 **EMPLOYMENT OF PERSONNEL.** District 12 shall be the employer of all personnel required to perform the services provided for in this agreement. The Board of Directors shall provide funds to the District to pay all wages, salaries, employment benefits, payroll taxes and any other expenses associated with the paid personnel. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the City to District 12 shall be funded by the Board of Directors. District 12 assigns its authority to manage, supervise, employ, terminate and contract with employees to the Board of Directors.
- 15 **ASSIGNMENT OF PERSONNEL AND EQUIPMENT.** Under the provisions of the Board of Directors, the chief shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment of the Department. In exercising such authority, the Fire Chief shall consult with the Board of Directors to insure that an adequate level of protection is provided within the geographical boundaries of each of the parties.
- 16 **FIRE CHIEF AND FIRE MARSHAL.** The City agrees that it will recognize the Fire Chief and Fire Marshal of the District as the Fire Chief and Fire Marshal of the City. The Fire Chief and Fire Marshal shall cooperate with the City building officials and the City's Director of Community Development to enforce the provisions of the Uniform Fire Code. The City agrees that all court costs and other legal costs incurred in the enforcement of the Uniform Fire Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Department. In the event the City shall be awarded its costs, attorneys' fees, penalties or fines in such enforcement action, the recovery shall remain the property of the City.
- 17 **PROPERTY OWNERSHIP.** Except as provided in paragraph 24, all property owned by District 12 to enable it to perform the services required under this agreement shall remain the property of District 12 in the event of the termination of this agreement. All property owned by the City to enable it to perform the services required under this agreement shall remain the property of the City in the event of the termination of this agreement. All jointly owned and jointly purchased property acquired under the terms of this agreement shall be disposed of on an equitable basis and in such manner as may be agreed upon between the City and District 12 in the event of the termination of the joint operation.
- 18 **MAJOR CAPITAL IMPROVEMENTS.** In the event the Board of Directors shall determine that a major capital improvement, not included in the annual budget, is necessary for the proper operation of the Department, the Board of Directors shall prepare a report and recommendation to be submitted to the legislative body of each of the parties for review. The parties agree to review any recommendation of the Board of Directors, and, if necessary, to consider the issuance and sale of general obligation bonds to fund needed capital improvements. In the event it shall be necessary to obtain voter approval to incur indebtedness or levy excess taxes, the parties agree to cooperate to jointly submit such requests to the voters of the City and District 12. In the event any such ballot measure shall be approved in one jurisdiction but not in the other, the jurisdiction in which it failed shall submit the measure at another election during the same calendar year if an election date is available. If the measure shall fail the second time, the jurisdiction submitting the measure

may consider funding the improvements through any other source of funding that may be available. All funds received as a result of special levies, sale of bonds, or the like for the benefit of the Marysville Fire District shall be tendered to the accounts of the Department as soon as practical.

- 19 MAINTENANCE OF STATIONS.** The Board of Directors shall be responsible to provide for the normal maintenance and repair of all station facilities exclusively operated by the District. The Board of Directors shall enter into a use agreement with the City to provide for normal maintenance, repair and operating expenses of any jointly operated, City owned station facilities.
- 20 HOLD HARMLESS.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to any activities of such party that may have occurred prior to the effective date of this agreement.
- 21 INSURANCE.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Department. The insurance shall include all risk property insurance, insuring District 12 and City equipment and District 12 buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage covering the actions of the Board of Directors and the legislative bodies of District 12 and the City; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000.00 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Department personnel. The City shall provide insurance coverage for all jointly operated city owned facilities. The Board of Directors shall furnish to District 12 and the City appropriate documentation showing that such coverage is in effect and that District 12 and the City are named insureds on the policies on or before the effective date of the joint operation. The Board of Directors is authorized, consistent with the above provisions, to contract with the Washington Cities Insurance Authority or such other insurance provider as it deems appropriate.
- 22 OPERATIONAL RULES AND REGULATIONS.** The Board of Directors shall, from time to time, adopt and implement rules and regulations to govern the operations of the Department.
- 23 EMPLOYMENT ON TERMINATION.** In the event, as a result of the notice of termination or expiration of this agreement, District 12 must terminate any of its employees, the City agrees that it will, if positions are available, hire the qualified employees terminated by District 12 before it employs additional personnel. Subject to the provisions of any collective bargaining agreement to which District 12 or the Board of Directors may be a party, the determination of which District 12 employees will be terminated and employed by the City shall be negotiated by the parties. The negotiations

shall take into consideration a fair and equal apportionment of the employees based on the length of service, experience, qualifications and rank of the employees.

- 24 ANNUAL RETREAT.** The Board of Directors shall hold an annual retreat to review the operation of the Fire Department during the preceding year, to discuss planning, the operating budget and capital improvement budget for the following year and to review any provisions of this agreement that either party may wish to modify. This meeting shall be scheduled at an agreeable time on or before October 1 of each year. The results of the retreat may be reviewed by the Marysville City Council if desired.
- 25 ANNEXATIONS.** In the event that the City, during the term of this agreement, shall, in single annexations, annex areas of District 12 that contain more than five percent (5%) of the area of District 12, the City agrees that it will not invoke the provisions of RCW 35A.14.380 and .400, as presently exists or as may be hereafter amended, relating to ownership of assets for each such annexation. District 12 agrees, during the term of this agreement, that the percentage of the assessed value of District 12 contained in each such annexation shall be cumulated and that the City shall be entitled to invoke the statutory provisions for all such prior annexations which occurred during the term of this agreement at the time of the termination of this agreement and prior agreements.
- 26 NOTICES.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
- 27 SEVERABILITY.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 28 MODIFICATION.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 29 BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 30 DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement, the parties agree that such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

31 **PRIOR AGREEMENTS.** This Agreement is solely intended to update and replace the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated September 15, 1993 and prior amendments thereto.

DATED THIS 18th DAY OF April, 2016.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12



Mayor



Chairperson



Commissioner




City Clerk
Deputy




Commissioner

Approved as to Form:

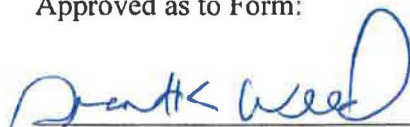


Fire District Secretary



City Attorney

Approved as to Form:



District's Attorney

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/08/2018

AGENDA ITEM: JAG GRANT APPLICATION	
PREPARED BY: Assistant Chief Jeff Goldman	DIRECTOR APPROVAL:
DEPARTMENT: Police	
ATTACHMENTS: Yes	
BUDGET CODE: 00103 010.549000	AMOUNT: \$12,918

SUMMARY:

2018-H-3641-WA DJ

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 \$12,918.00 has been allocated to the City of Marysville. These funds will be used to pay a portion of the Sig Sauer Handgun replacement project.

RECOMMENDED ACTION:

Approval to receive JAG/BYRNE GRANT LOCAL Funds to pay for the Sig Sauer Handgun replacement project in the amount of \$12,918.



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



TO: Mayor Nehring
CC: City Council
FROM: Chief Richard Smith
DATE: September 24, 2018
RE: 2018 BYRNE GRANT

The Marysville Police Department is requesting the approval to use the 2018 BYRNE Grant funds of \$12,918.00 for the purchase of firearms. The Department will be replacing all Sig Sauer .40 mm handguns with Sig Sauer .9 mm handguns.

The DOJ BYRNE Grant has approved the use of the funds for this purchase. (see email)

The original BYRNE Grant application proposed using the funds for the training associated with the UAS (Unmanned Aerial System).

1635 Grove Street, Marysville, Washington 98270

360-363-8300