



CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

in the
George Gilbertson Boardroom
1601 Avenue D

TUESDAY
December 2, 2014
7:00 p.m.

AGENDA

*Estimated
time*

- 7:00 1. **CALL TO ORDER**
- a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVE AGENDA** contents and order
3. **APPROVE MINUTES** of the meetings of November 18, 2014
- a. Workshop (*P. 1*)
 - b. Regular Meeting (*P. 9*)
- 7:05 4. **CITIZEN COMMENTS** on items not on the Agenda (*and/or to request time to speak on any Action or Discussion items on this agenda*)
- 7:15 5. **PRESENTATION** – Snohomish Cold Weather Shelter by Elizabeth Grant (*P. 27*)
6. **ACTION ITEMS**
- 7:25 a. **AUTHORIZE** Sale of Surplus Equipment – **PASS** Resolution 1322 (*P. 29*)
 - 7:35 b. **AUTHORIZE** City Manager to Sign Contract for Public Defender Services (*P. 35*)
 - 7:45 c. **AUTHORIZE** City Manager to Execute Agreement for Springbrook Migration (*P. 45*)

Continued on Back

- 7:55 d. **AUTHORIZE** City Manager to Sign Interlocal Agreement for Prosecution Services (*P. 61*)
- 8:05 7. **DISCUSSION ITEM** – Third Quarter Police Report (*P. 71*)
- 8:20 8. **CONSENT ITEM - AUTHORIZE** payment of claim warrants #55468 through #55567 in the amount of \$324,189.43 issued since the last regular meeting (*P. 77*)
- 8:25 9. **OTHER BUSINESS/INFORMATION ITEMS**
- 8:30 10. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 8:40 11. **MANAGER’S COMMENTS**
- 8:45 12. **MAYOR’S COMMENTS**
- 8:50 13. **EXECUTIVE SESSION** - Personnel
- 9:10 14. **ADJOURN**

NEXT MEETING: Tuesday, December 16, 2014, regular meeting at 7 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

The City Council Chambers are ADA accessible. Specialized accommodations will be provided with 5 days advanced notice. Contact the City Clerk's Office at 360-568-3115.

This organization is an Equal Opportunity Provider.

AGENDA ITEM 3a

**Snohomish City Council Workshop Minutes
November 18, 2014**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council workshop to order at 6:00 p.m., Tuesday, November 18, 2014, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

<u>COUNCILMEMBERS PRESENT</u>	<u>STAFF PRESENT</u>
Derrick Burke	Larry Bauman, City Manager
Karen Guzak, Mayor	Jennifer Anderson, Finance Director
Tom Hamilton	Owen Dennison, Planning Director
Paul Kaftanski	Steve Schuller, Public Works Director
Dean Randall	John Flood, Police Chief
Michael Rohrscheib	Torchie Corey, City Clerk
Lynn Schilaty	Ann Stanton, Project Manager
	Debbie Emge, Economic Dev. Manager

There were eight citizens in attendance.

2. **DISCUSSION ITEM** – Structural Review of Hal Moe Pool

Tonight’s meeting was to review the structural assessment of the pool and receive Council direction regarding master planning for the site. Decisions may have relevance on the possible metropolitan parks district planned for a vote next year. The tax parcel was deeded to the City for playground purposes in the 1920’s and served as Averill Baseball Field for several years.

The survey conducted by EMC Research addressed eight possible projects. Redeveloping the pool site into a park had the highest priority with 73% of respondents feeling that was a great or good idea. Receiving the second most support of 70% was developing a place for outdoor community events. More space for indoor sports and recreation received the least support at 55%.

When asked about funding priorities, maintaining the City’s current parks was the highest priority at 74%. Upgrading existing parks came in second at 48%. Providing more recreation programs and activities ranked third at 43%. 40% considered building more sports fields and courts a low priority.

The long range park plan collected public input at outreach meetings and various surveys, and did ask about possible uses for the site. A farmers market was the most common response. Also mentioned were a teen center, indoor climbing wall, ball courts, and a dog park.

CG Engineering conducted the structural assessment. The block consisted of three parcels plus portions of the Centennial Trail for about 4.4 acres total. Uses on the three parcels included the Boys & Girls Club, skate park, playground, parking, the pool site, and trail.

AGENDA ITEM 3a

The site had some fairly strict planning requirements. It was zoned Civic which allowed public uses, municipal facilities, etc. The purchase and sale agreement with the school district had restrictions including the Civic zoning. Historic legal covenants on the Boys & Girls Club parcel showed the 1923 deed restricted the use to playground purposes only. The effect on the other parcels was unknown. City Attorney Thom Graafstra recommended doing a complete chain-of-title search for a legal review of every deed and the effect on current uses if it was decided to change uses.

27 parking stalls and two structures were on the site. #1 was the 1960's lobby and locker rooms that supported the outdoor pools. #2 was the superstructure built in 1989 to cover the pools.

Structure #2 consisted of 14,000 square feet with no columns interrupting the open space. The old pool was 82 feet across with wood columns on each side of the beams. The value to replace existing columns, beams, and footings was about \$250,000. Based on this value, staff recommended evaluating re-use of the open clear-span structure in a master plan proposed for early 2015.

The 1960's structure was built by stacking blocks on top of each other which didn't meet any seismic code. Refurbishing would not be cost-effective so demolition was recommended. Nobody proposed keeping any part of the pools. The 1989 structure could be altered such as shortening it on either end to provide more outdoor space for a market or greater distance between the building and trail.

Lynnwood recently remodeled their old pool and completely re-did the structure. The 1970's building had the same glulam superstructure as Hal Moe pool, and was covered with a textile roof that could be removed during the summer. Lynnwood valued their existing superstructure at \$1.3 million which included everything such as site development, permitting, etc. The beams were in great shape. A Kalwall roof system was installed in the remodel as citizens wanted the daylight they remembered from the old days. There were two locations where the roof could be retracted, making the pool 'open-air.' The beams were re-stained which brought out the wood grain again.

CG Engineering provided some construction costs in their analysis. The superstructure could easily meet current code even though the facility hadn't been used in 7 years. The roof and roof joists that went between the pool lanes needed to be replaced. To meet current seismic and shear code, existing walls would have to be demolished. A new wall could be put in place with tie downs attached to the footings. Demolition of the 1960's structure and erecting a new roof and two new side walls would cost about \$180,000. This did not include putting in a floor. The existing blocks could be pushed into the pool as fill.

Councilmember Burke confirmed the pool wouldn't have to be removed but could just be filled in.

The value of the existing superstructure to purchase the beams was set at \$250,000. CG didn't address any other costs to get to that point such as design, permitting, and site

AGENDA ITEM 3a

development. For use as a park the cost to demolish both buildings and dump the material into the pool would be \$120,000. If the direction was to construct a 2-3 story building, the pool structure would have to be assessed. It could be an additional \$180,000 to put a new building on the lot. Salvage value of the existing beams fell to \$12,000 if they had to be removed because the beams would have to be cut to 12' lengths.

The existing superstructure could be resized as its 181' length was made up of 18' sections. With the 18-26' height, there was a lot of flexibility for various events and programs. New side walls could be designed to provide maximum flexibility as either indoor/outdoor space. Glass could be installed to provide a connection to the surroundings. Skylights could be used to provide natural light and heat that would also help lower operating costs.

Staff had contacted the Snohomish County Tourism Bureau to find out what the City would compete against with a 13,000 sf rental space. The competition included the Lynnwood Convention Center ballroom, the Xfinity Arena ballroom, and the Tulalip Casino Orca ballroom, ranging in size from 11,000 – 15,000 sf. The City facility wouldn't be as fancy but there was a need for an economic alternative for larger groups. Local business meetings and non-profit events were challenged by the cost of facilities, catering, and beverage requirements of an event. However, there wasn't a large demand for a 13,000 sf meeting space so flexible space would have more opportunities.

Several venues aimed at the wedding industry but indoor space for more than 300 guests was limited in the county. There was always a need for facilities to host holiday parties, memorial services, class reunions, and local conferences, etc. Hotels hosted these events for the most part currently.

Another option was a sports venue. Space of this size was difficult to locate in the county. This facility could hold a competitive basketball court and still have room for bleachers. Other options would be four competitive volleyball courts or four wrestling mats. Equipment for these events could be rented so the City wouldn't have to invest in that inventory. Combined with other nearby facilities at the high school or Boys & Girls Club, the City could compete for local and regional multi-team tournaments. Other possible events included gymnastics, martial arts, indoor archery, or concerts.

The venue could host the farmers market. Many nonprofits had to go to the county to find facilities large enough for their events such as the distillery event and holiday market held at Thomas Family Farms. The beerfest had been held in town but it was a challenge. Both the Boys & Girls Club and the Senior Center were growing so this could serve as an expansion space for both of those facilities. Rental income would cover the annual operations and maintenance costs.

Economic impacts included sales tax generated by construction initially and then on rental revenue later. Utility use would generate utility tax revenues also. As the City didn't have much lodging available, the focus would be on one-day uses but the tourism bureau estimated that a person spent \$57 during a one-day visit.

AGENDA ITEM 3a

Mayor Guzak asked about school athletic activities.

Ms. Emge said schools didn't have a large enough facility to host a large event.

The site had been zoned and used for public use for over 90 years, specifically used for parks and recreation. The existing superstructure was in good shape and could be redesigned for various uses. Future uses could be focused on several avenues of revenue generation. Staff recommended focusing the 2015 master planning on re-purposing the open structure. With Council approval, staff would advertise for a Request for Proposal in late 2014. It was hoped to have a preliminary master plan with drawings by June 2015 to be available for the ballot proposal for a metropolitan parks district.

Mayor Guzak felt the staff recommendation was exactly right. The Snohomish Affordable Housing Group had their eyes on the site but there were problems in getting a change in use approved with the covenants and the school district purchase and sale agreement. The community's desire was for open space. Translucent material for the roof would open it up to daylight and make a handsome structure.

Councilmember Schilaty agreed that the public benefits to re-purpose the space outweighed doing affordable housing on this particular site. It also fulfilled the goals of the Pilchuck District. Public space as proposed would benefit and even stimulate future development. What was the Boys & Girls Club feeling about it?

Marci Volmer, Area Director, was excited about the ideas discussed. The club was absolutely bursting at the seams and could use additional space. Teams using the gym started practice at 9 p.m. because of so little space in town. Other organizations rented space from the club when it was available and the club paid about \$20,000 to the school district to use their facilities. As a resident, she loved the idea of outdoor open space however.

Bob Dvorak, Senior Center Director, said the center needed satellite space. The center's 6,000 sf was a tremendous improvement over the pink house but the center was open 6 days a week. It closed on Saturdays for rentals so something was going on all day and into the night. He had previously been involved with the Snohomish Basketball Association which was very important as a feeder program for the schools and there was never enough space. Practices would be held from 9-10 p.m. and rental fees paid to the school district. Tournaments had been held on the old concrete floor at Centennial Middle School. Many nonprofits in town would benefit from this.

Councilmember Hamilton asked if the structure would be made into a multi-use facility with the estimated cost.

Mr. Bauman said it was more complex than that, as it depended on the anticipated future uses. Needs like heating, air conditioning, electrical, restrooms; etc., couldn't be identified without a specific plan.

Councilmember Hamilton asked if they knew what had to be done to reach dirt level.

AGENDA ITEM 3a

Mr. Schuller considered the floor a key point in re-purposing. If the use was to be luxurious office space, then a concrete floor wouldn't work; the answers were different dependent on the expected uses. Making it open space would be easy - demolish the 1960's building and throw the debris in the pool. That would serve one multi-use need. The key decision was what the Council wanted to use the site for: sports? conferences? "industrial" architecture? The basics were already available such as power and a mechanical room. The lights could be replaced for different uses.

Councilmember Kaftanski had been a proponent of doing a master plan. Re-development as a park might not be considered with a structure on site. He liked the idea of maintaining the wall system and having a skylight. Farmers markets in Europe were held in the shells of old buildings. That should be kept as an option but he wanted to hear from as many people as possible about open space versus a building. The survey was consistent with findings across the state and country where people were not interested in spending money to build competitive sports facilities. A park system was to provide recreational services; if it could be leveraged into athletics that was fine but he didn't want money spent to make it an athletic site. It could be leveraged for rental fees perhaps. The Council would have to decide whether it would fit as a MPD project or would be a bond issue. If the structure didn't perform well, it wouldn't fit with the MPD.

Mr. Bauman suggested doing a public opinion survey regarding a covered versus non-covered use. There was some budget remaining from the original survey which could be used to ask that question.

Councilmember Kaftanski thought that would be appropriate.

Councilmember Burke said rather than ask open-ended questions about what people wanted, maybe the questions could be more focused on points the Council and staff were interested in.

Councilmember Rohrscheib was reluctant to have open space where kids didn't play. There was a playground next to the aquatic center that no one used. He liked the idea of the open space structure for catering events but was reluctant to spend a lot of money. His preference was for senior housing and wanted to keep that as an option. There was a parking concern for banquets.

Ms. Emge noted that a GIS map of the surrounding ¼ mile showed 900 street parking spaces.

Councilmember Rohrscheib said a lot of these types of facilities had parking on-site. Some questions weren't asked in the survey, such as 'If it wasn't a park, what would you like to see?'

Mayor Guzak wanted to include some images. That would be most powerful.

Councilmember Randall liked the idea of re-purposing the building, perhaps into multi-purposes. It would be a shame to tear it down. He'd recently attended a concert in Seattle in

AGENDA ITEM 3a

a building similar to what was being described here, although he didn't know how many concerts would come to town.

Councilmember Schilaty considered this a gem given back to the City. She'd hate to have it not be re-purposed. There were many opportunities. Often public surveys weren't very useful as ideas had not been thought through or the survey might not be interpreted correctly. As a representative of the community she had heard favorable things about converting the structure into a different use. Images were difficult too because some people were very literal and the end result could be very different from what was in mind now. How did flooring convert from athletic uses to conference flooring?

Mayor Guzak confirmed money was available for master planning.

Councilmember Burke said everyone seemed to be indoors this time of year; the trails and parks were empty. Having a large covered space where people could be outside now would be interesting.

Mayor Guzak wanted to get the master planning RFP out to get something back to present with the MPD. She confirmed Council agreement to move forward.

Councilmember Burke asked what was the value of the LED lights.

Mr. Schuller didn't know. Some materials would be surplus at auction.

Mr. Bauman said it might be good to put effort into a better survey to find out what kind of uses the public would like, such as covered or uncovered space.

Mayor Guzak would like to shape it a bit more by providing some options.

Ms. Emge suggested speaking with community groups to get input.

Councilmember Schilaty suggested using the website *Imagine Snohomish* to do a preliminary survey that could help refine a paid survey. When the question was asked about out-sourcing police services, after the fact they could see issues with the wording and how it was presented. A more detailed question could be developed and refined.

Mr. Schuller pointed out a survey had limits such as it was hard to describe or ask about details. Getting feedback about the right kind of door was difficult over the phone.

Councilmember Kaftanski said the projects and their costs should be decided the sooner the better so they could get the information out. That would affect what the MPD package looked like. People might like an idea until they found out how much it would cost. Surveys might not provide that information without some dollars related to it.

Mayor Guzak added it should also include how it was planned to obtain those dollars.

AGENDA ITEM 3a

Councilmember Burke asked if there would be space for Council meetings with so much square footage.

Ms. Emge said the building could be done in sections, keeping the majority for multi-use but Council chambers in one section.

3. **ADJOURN** at 6:58 p.m.

APPROVED this 2nd day of December 2014

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Torchie Corey, City Clerk

AGENDA ITEM 3a

AGENDA ITEM 3b

**Snohomish City Council Meeting Minutes
November 18, 2014**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, November 18, 2014, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

<u>COUNCILMEMBERS PRESENT</u>	<u>STAFF PRESENT</u>
Derrick Burke	Larry Bauman, City Manager
Karen Guzak, Mayor	Grant Weed, City Attorney
Tom Hamilton	Jennifer Anderson, Finance Director
Paul Kaftanski	Owen Dennison, Planning Director
Dean Randall	Steve Schuller, Public Works Director
Michael Rohrscheib	John Flood, Police Chief
Lynn Schilaty	Torchie Corey, City Clerk
	Debbie Emge, Economic Dev. Manager

There were ten citizens in attendance.

2. **APPROVE AGENDA** contents and order – no changes
3. **APPROVE MINUTES** of the meetings of November 4, 2014
 - a. Workshop
 - b. Regular Meeting

MOTION by Schilaty, second by Rohrscheib, to approve the minutes of both the workshop and regular meeting of November 4, 2014. The motion passed unanimously (7-0).

4. **CITIZEN COMMENTS** on items not on the Agenda (*and/or to request time to speak on any Action or Discussion items on this agenda*)

Morgan Davis, 206 Avenue I, noted the Hal Moe pool site recommendations stated the 1989 pool building had historic value to the community. Remodeling the existing building would help preserve that history. Last July this same City administration proposed tearing down the 1968 Carnegie annex, citing aesthetics and lack of historic value, and proposed replacing it with a structure one-third the size at a cost of \$2.5 million for a new Council meeting space. Now staff wanted to preserve and remodel the 1989 pool building and pay for it with a metropolitan parks district property tax increase. He'd rather see Snohomish Affordable Housing Group get the property at a \$1-year lease to erect a multi-story low-income housing facility with seniors on the first floor and families above. Let SAHG salvage the glulams. With their \$600,000 cash reserve they'd easily qualify for bank financing. The City needed affordable housing. This wasn't a rich city; the per-household income was only \$50,000 per year. The greater good for the greater number was affordable housing. It's right next to the skate park, Boys & Girls Club, trail, playground, Rite-Aid, McDaniels, library, senior center, and aquatic center. Councilmember Schilaty had said it should be up north around Snohomish Station or Blackmans Lake - that wasn't where you wanted affordable housing. The Pilchuck District which was already zoned for 5-6 story apartment buildings was the perfect spot for it. Let SAHG improve the Hal Moe site at no further cost to the taxpayers. On

AGENDA ITEM 3b

another subject, a Friday Herald article closed with the statement: “The last time the Snohomish Mayor and Council received an increase in pay was in 2003 after a compensation study. This is the only time their salaries got adjusted Mr. Bauman said.” Please ask the City Manager whether the reporter misquoted him or if he forgot that Councilmember salaries doubled from \$225 to \$450 per month just a few years ago, not eleven years ago. The Mayor should remember the salary increase and she wasn’t on the Council in 2003.

Mayor Guzak would ask the City Manager for comment under Other Business.

Ray Cook, SAHG, thanked those Councilmembers who spoke with him earlier. SAHG was actively looking for a site and ideas.

Mayor Guzak said the City supported their affordable housing work and would see what could be done.

5. PRESENTATION – Snohomish Kiwanis 60th Anniversary Proclamation

Mayor Guzak presented a proclamation in honor of the Kiwanis 60th anniversary to President Marci Volmer, and members Anne Schackelford, and John Hinchcliffe.

Ms. Volmer invited everyone to the anniversary open house at the senior center on Sunday, November 30th from 2-4 p.m.

6. PUBLIC HEARING – 2015 Budget

Tonight’s purpose was to receive final testimony regarding the 2015 budget. The Council could adopt the budget this evening with Ordinance 2280. The development process began early this year with retreats, workshops, and agenda items on various topics: personnel and benefits, compensation study, new positions, capital projects, and the operating components.

Impacts of the 2015 budget included personnel and benefits with the addition of a school resource officer, a maintenance worker, utilities engineering technician, and a staff transition to senior utility engineer. Total fund revenues were projected at \$23,234,739 plus beginning fund balance of \$11,952,438 for total sources of \$35,187,177.

This budget was prepared in a conservative manner, with minor growth projected in revenues and recommended expenditures. Additional personnel expenditures were to restore resources eliminated in the 2009-12 recessionary period. The 2015 budget anticipated ending balance for all funds of about \$11,211,925 that would be held for various future projects as well as operating reserves, depending on the Council’s reserve policy.

Core operating funds included the General Fund and utility enterprise funds which were the operating funds for utility activities. There were special revenue funds for street maintenance and funds that brought in focused revenues for focused expenditures. Internal service funds supported activities like fleet and facilities maintenance, information technology services, equipment replacement, and other trust and agency funds.

Citizens’ comments - none
Citizens’ comments - closed

MOTION by Kaftanski, second by Schilaty, that the City Council close the public hearing for public testimony opened on November 4, 2014 for consideration of the Recommended

AGENDA ITEM 3b

2015 Budget and adopt Ordinance 2280 to implement the 2015 Budget. The motion passed unanimously (7-0).

Mayor Guzak thanked staff for all the work that went into preparing the budget. The clarity and balanced approach were appreciated.

7. ACTION ITEM – AUTHORIZE City Manager to Sign Contract for CITYCENTER Application

This application, created by CITYCENTER Marketing Solutions, was potentially another means of communicating with citizens. The company was currently in Minnesota but was starting to offer this service to some of the communities in Washington. The application would be used on a smartphone or tablet and utilized while in town or as an information portal for current residents. One of the major points heard from retail businesses was that community residents didn't know they existed or had a special going on. This would be another avenue to continue to tell the story of local businesses.

If the app was named the City's official app, there would be no fee to the City. However the City would be asked to help market the application around town. That could be with signage; encouraging the business community to engage with the application; use utility bills and the website to let people know about the application; and make sure they downloaded it for use.

There had been two community outreaches. One was to the non-profit group to share the application and type of benefits they could use to promote themselves at no charge. The other was to *Historic Downtown Snohomish* to see if they had interest in the application.

Daniel Evans, CITYCENTER, said the smartphone app was designed to help promote everything in town, not just the businesses even though they were a huge part of it. With a small town the big box stores got to take advantage of all the technology available while the small businesses got left by the wayside. This app would bring all that technology to town to promote everything that made this town great; from the parks, to the businesses, to the schools, to the sporting events.

This would be the official application of the City of Snohomish. The City could call it whatever they would like but when people typed in "Snohomish" at the app store this would come up as the City of Snohomish app with the City's logo. People would know it was the official app and be more likely to download something directly related to them.

The app would be given to the City at no charge. The City will promote it through different channels. CITYCENTER staff would work with the City to promote the app through channels the City already used to communicate with the public. The City would add a graphic to the utility bills or website letting people know the app existed. Some signage was requested because the more success the City wanted from the app, the more promotion that needed to be done. Better promotion would benefit everybody.

It was important to make sure the people who downloaded the app would actually keep it on their phones and use it; that was one of the biggest downfalls of any app. There were some competing products available but their only feature was the ability to report a pothole or non-working stop light to the City. He wouldn't keep that app on his phone as he didn't feel the need to report potholes that badly.

AGENDA ITEM 3b

This app had the first event calendar of its kind where it literally had every event of every group in town. A staff member would be in town whose job was to meet with the City, the non-profits, schools, sporting groups, and businesses to make sure the calendar had every single event going on in town. He was from a small town in Minnesota. He was extremely involved in his community and thought he knew everything going on but had been proven wrong many times in that respect. When you're driving through town and see something going on, you start looking to find out what it is but after hitting ten websites, you give up. He wanted to take that pain away from residents and visitors by putting every single event at their fingertips. Visitors could go to the event calendar where they would see everything everybody had going on. There was also an event calendar tied specifically to each business. Residents and visitors that downloaded that app would be able to program certain businesses into their main event calendar. The event calendar could really be customized for every person who used it independently.

Businesses were a huge part of every community and he wanted to make sure people knew about them. His staff would meet with every business in town that wanted to be included in the app to tell them what the benefits were. Those businesses would receive their own custom business page which included a graphic the business could customize anytime by logging into the online control panel. Other information such as address and phone number would be there as well as a button for Facebook or Twitter that would give them a 'follow' to grow their social media network. A live link button was available for businesses with online ordering to take the citizen right to the business system. The business would not have to re-do things they had already done. CITYCENTER was just making it easier.

Businesses would be able to market to people regardless of where they were in town. The company offered a device called a beacon that broadcast a signal via bluetooth anywhere from 3" to 80'. It was included at no additional cost to every business that subscribed to the app. The beacon broadcast the signal beyond the business walls and literally reached out to grab people off the street into the business with any special offer to get a new customer.

GPS (global positioning system) marketing was also utilized. For the City it would be used for parks, aquatic center, the high school football field, or any of these types of venues where people wanted a specific GPS location. Certain messages could be sent to people on their smartphones, whether it be a communication about traffic, parking, or welcoming them to the game. Each venue would decide what to broadcast. It took social media to a whole new level in a small town. When the person left the event, the phone app would trigger one question: how was your experience at this event? The answer to this question dictated the next step. If the response was positive, it would put a post on their Facebook page telling the world what a great event or park Snohomish had. A negative response would not post but would be sent to the designated person to receive negative alerts so staff could get in touch with the citizen to find out how to correct the problem and do better next time.

Obviously it was a City app and people would be able to pull up the app to contact the City directory with staff phone numbers and e-mail addresses. There would also be access to the website, blog, Twitter, or a City Manager article. CITYCENTER staff also did the work for the City by updating the app from the City website and e-mailing the City for updates.

The feature to report potholes or non-working traffic lights was available on this app also with the click of a button. A citizen would just tap 'report pothole' and the app took their GPS location and sent it to the proper City staff person to get it repaired. The notice could be sent anonymously or with contact information so City staff could follow up with them.

AGENDA ITEM 3b

CITYCENTER also worked with schools. His four girls all went to different schools as they were different ages but those were the only schools he cared about; he just wanted to know the events at his kids' schools while bypassing other schools. They were working with the schools on the event calendar so they knew everything going on at each school, from the ice cream social to conferences. A parent could go into the app settings and choose the schools that were important to them, what types of events to receive an alert for, or just have it show up on the parent's calendar. That way the parent always knew what was going on and didn't have to hear it from a neighbor.

There were also public alerts where the City, police, and fire department could send out alerts in the event of an emergency such as a missing child or road construction. With the proper promotion of the app from the City, a majority of residents would have this and be ready to receive a notification on their phone. Notifications popped up on the phone lock screen so people would see them immediately and not have to open the phone to see the notice.

When people first logged into the app, they would be prompted to log in with their Facebook account or an e-mail address and password. CITYCENTER would know whether or not they had been in the app before and ask them if they were a resident, a visitor, or a new resident. A new resident would be provided with contact information for the utilities in town so they could get set up right away. Information would also be sent from local businesses to get new residents used to shopping locally and know what was available in town. CITYCENTER would track a visitor and report to the City what visitors did when they came to town. The report would not name an individual but report on a broad scale that ten people were at the park or five people were at the aquatic center. The City could tell where people were, how long their visitors were in town, and how frequently they came back.

An ad was included with every business subscription so the business didn't pay additional. The ad posted on a rotational basis so everybody got equal exposure. Businesses could log into the online control panel and update the ad to make an offer or change the graphics. A business that wanted additional exposure had the option of buying a sponsored ad. The number of sponsored ads was based on how many people had downloaded the app in town. Half of the ads would be provided to the City to use any way the City wanted at no charge to promote non-profits, events, or anything going on that was important to the City. The other half of those sponsored ads would be sold to local businesses, considered to be any business within the Snohomish School District.

The beacon devices were a huge piece for the businesses and offered the same opportunity as the GPS service. When a person entered they might receive a welcome message, a special offer, or read something about the business. When leaving they would be asked what type of experience they had. Each business could customize the question and the choice of answers. A positive experience would post on the customer's social media page with their permission. If the response was negative, it would send an alert to the business owner. The question was a one-touch response for either positive or negative. It also asked permission so the customer had to allow or deny it. If denied, it didn't post on social media but the visit would still be logged as either positive or negative. A default photo could be included on the post to get the marketing message out to promote the City.

The City and non-profits including churches, civic organizations, etc., would receive the app at no charge. Non-profits would be asked to put items in their newsletters or websites and invite CITYCENTER staff to membership meetings to introduce the app. Businesses had a one-time \$49 platform creation fee when CITYCENTER representatives sat down with the owners and walked them through how to create their page the best way. There was a \$49-

AGENDA ITEM 3b

monthly subscription fee for businesses. Contracts weren't done so small businesses weren't locked into anything and could stop the subscription at any time. The contract with the City stated that the \$49 rate couldn't go up after the City did the promotion and made this a very valuable place to advertise. The *LotsoLikes* marketing system, the social media aspect, was given to the City and non-profits at no charge. If businesses wanted to take advantage of it, it was an additional \$49 per month.

Councilmember Burke confirmed half the ads would be in the City's control, presumably for City and non-profit items. When people were planning a visit, how far in advance could the app be used? It seemed like it was geared to small luxuries.

Mr. Evans didn't know as it was a new app but didn't really see people using it to plan a trip. As the company grew and continued to add features, something for that type of use could be put in. Their Minnesota pilot city will launch in about 12 days. The process was started in September prior to his moving to Washington. It was designed around the city where he had lived. In conversations with the Chamber and Rotary there was a need for something like this so CITYCENTER started working on the design to put it in place. When he came here, the first thing he wanted to do was to talk with the city where he had moved.

Councilmember Burke said a lot of times with systems that created the ability for anyone to give negative comment, the business was incentivized to pay to remove any negative review.

Mr. Evans said the benefit was nothing happened with a negative except for a notification to the owner. Nothing got posted anywhere because they didn't want to put a small business in that position. Businesses should have the chance to correct a wrong before it's publicized.

Councilmember Schilaty asked where \$49 a month fell in the marketing budget of an average First Street business. High? low?

Ms. Emge had Mr. Evans find out who would purchase this service when the proposal was first made as \$600 was a major investment for a small business. This would work really well with restaurants or incentive-offering businesses. Retail shops were destination businesses; a lot of them didn't need this type of marketing so potentially would not be the best customers. However outside of First Street there were a lot of other customer businesses. The focus of this was for City residents rather than visitors. There were dental offices, chiropractors, and personal services throughout the community that residents didn't know existed. This was another way to remind residents about these types of opportunities in the community.

Councilmember Schilaty asked what was the buy-in figure needed to make this succeed. How many businesses would have to come onboard?

Ms. Emge said 100 businesses would be perfect. That would be a very active application. There wasn't a minimum.

Mr. Evans added that if enough businesses didn't sign on for the app, people wouldn't use it and it would slowly dwindle away. That was why the contract provided an easy out for the City to walk away at any time. This was promoting the City so the better job the City did to promote the app and make sure everyone was aware of it, the more that those historical businesses would jump onboard. He met with six businesses who were all extremely positive and gave him verbal agreement that they would do it. Ms Emge heard back from one that this was something the City should see. CITYCENTER probably would not sign up all the businesses in the historic district but it would work if a slim majority like the sports bars and

AGENDA ITEM 3b

bakeries, places that people were frequenting, would enroll. The only negatives he got from any of the historic businesses were from some of the antique shops who didn't see their clientele even having a smartphone.

Mayor Guzak was a small business owner and spent roughly \$350 monthly on different advertising. With the newspaper, website, e-mail and Facebook marketing, in the scheme of things this didn't seem so expensive. It was great. The reality was small businesses had to spend money for marketing. The down side for her was that no one would get their nose out of their smartphone – no texting while driving!

Councilmember Kaftanski asked about the \$49 monthly fee being guaranteed not to increase. Was that for businesses that signed up within a certain period?

Mr. Evans said the contract was with the City and had no time period. The commitment to the City and its local businesses was that the price will not be jacked up. The contract stated that \$49 was charged for a business to be listed and he guaranteed the price wouldn't increase for City businesses. If CITYCENTER ceased to operate in town and returned ten years later with the same proposal and the City bought it, the rate might be higher.

Councilmember Kaftanski couldn't find the guarantee in the contract. If Council approved the contract, he hoped the motion included the \$49 guarantee. He would leave it to the City Attorney to determine the appropriate place.

Councilmember Rohrscheib liked the idea of the app and having it all on one app that would generate the information, especially the local calendar as they all had so many things going on in life. It would be nice to be notified of a football game at the high school for example that he wouldn't know about otherwise as his child wasn't in high school yet. Were other Washington cities using this?

Mr. Evans said Monroe signed a contract about two weeks ago and would launch March 1st. Monroe's Chamber and Parks Director were busy getting the word out. It was going to be a lot of fun in Monroe.

Councilmember Rohrscheib asked if there was a particular city recommended to be checked out on the app.

Mr. Evans said to check out Prior Lake, Minnesota after they launched February 1st. The pilot city was Albertville, Minnesota which had a soft launch set for December 1st. Hopkins, Minnesota was set to launch February 15th and Savage, Minnesota on March 1st.

Councilmember Rohrscheib said the Council learned recently from the traffic study that the bluetooth app tracked everything. How did bluetooth know if a customer purchased something when the customer was asked to rate their experience?

Mr. Evans said anytime someone entered a business, they had an experience whether or not they bought something. CITYCENTER didn't care if something was purchased; they wanted to know if the customer had a good experience. If the customer had a good experience, they would tell their friends. This app was tied to a product he launched called *LotsaLikes* which was a survey system in small businesses where people took a quick survey and it put a post on the customer's social media page giving the businesses all kinds of exposure. An auto dealership in Minnesota advertised in the newspaper for people to 'come in, take the survey; like us on Facebook and we'll give you a \$5 gas card.' The dealership didn't care if the

AGENDA ITEM 3b

person had ever seen their business before; they just wanted people to answer the survey because they wanted the exposure on social media. It would be the same situation here.

Councilmember Burke agreed it made a lot of sense for small luxury-type businesses like bakeries, etc. Other businesses could creatively figure out how to make good with it; it seemed intriguing. He was a business owner and hadn't spent \$49 on advertising in 3-1/2 years but he was interested now; it was probably time. Were there any 'best practice' documents on different types of businesses that should use the app in creative ways? His business was more of a long-term consultative sales with a higher price point.

Mr. Evans said the representative would do that when sitting down with the business owner to go over how the app worked. CITYCENTER had to make sure the app was properly set up for each business using it. Otherwise the business would not continue to use it.

Councilmember Schilaty asked why he made the move from Minnesota to Washington.

Mr. Evans was encircled by family in Minnesota with the exception of his oldest sister who had lived in Seattle for 15 years. It was decided to get the family back together by moving to Washington. The parents' house sold; a brother-in-law got a job with Amazon; a younger sister had worked for her mother who was now moving to Washington so she moved too. Being a single dad with no parents around to share the kids with made the decision easy for him so he moved after the school year ended.

Councilmember Burke asked about the alerts that showed up when people were in town. Could the merchant set the days of the week it broadcast?

Mr. Evans said the days and certain times could be set; it could be a different message; and a delay could also be set. Some businesses wanted feedback after a certain amount of time. When buying a pair of shoes in a boutique, the experience was over. When getting a pizza, the experience wasn't known for about an hour so the pizza place could set an hour delay before the question would pop up on the customer's phone to ask how the pizza was.

Ms. Emge added that the beacon could be moved. If a business did trade shows, the beacon could be taken along. It wasn't permanent at a brick-and-mortar store.

Mr. Evans said multiple beacons could be utilized with the third version that was scheduled to launch in April. If a larger business had multiple departments, there could be a beacon in each department broadcasting certain specials as customers walked down the aisles. Beacons ran on a battery that lasted about two years. Anytime anybody came within range, data was also grabbed from the beacon so CITYCENTER knew how long was left on the battery or if there were any errors showing up on the beacon. A sales person could be dispatched to the location to resolve issues without the business owner having to make a phone call.

Mayor Guzak confirmed the app was good for android and iphones but not Windows phones.

Mr. Evans said if Windows had to bribe people to use their phone, then it wasn't popular enough to build an app for. One of the Microsoft founders was forcing the players on his sporting team to get rid of all their iphones and use Windows. That said a lot about the product. The app was designed for the masses.

Councilmember Hamilton welcomed Mr. Evans to Snohomish. There really wasn't that much rain. Last week was as cold as it gets here and he'd really miss the snow.

AGENDA ITEM 3b

Councilmember Schilaty was pleased and impressed with this product. The City had been very open and progressive in its technology. The school district had a vision-forward committee that worked over a year on these concepts and how to connect people. The calendar was brilliant. She spent so much time trying to figure out where the game was this weekend, navigating through the school district's website. She hoped he was coordinating with the school district; there were a lot of supportive players for this technology.

Ms. Emge's meeting had been at the school district and district staff was very interested. The district was in the midst of redesigning their website and was excited to hear about this application because potentially it would save them money on something they had planned to do but now probably wouldn't have to do.

Councilmember Schilaty told Mr. Evans to limit his search for a home within the Snohomish School District because his girls would be really pleased.

Mr. Weed provided language to insert the \$49 guarantee when Council was ready to make a motion: "that the City Council authorize the City Manager to sign the contract with CITY-CENTER Marketing Solutions LLC subject to the addition of language acceptable to the City Manager and City Attorney confirming the \$49 platform creation and monthly subscription guarantee to all City of Snohomish businesses."

MOTION by Rohrscheib, second by Hamilton, that the City Council approve the motion as stated by the City Attorney. The motion passed unanimously (7-0).

Councilmember Hamilton got the new iPhone 6 with extra memory because of apps.

8. DISCUSSION ITEM - Housing Element Briefing

This was the next installment of draft elements of the comprehensive plan as recommended by the Planning Commission for the Council's review. Housing was a required element of the comprehensive plan, intended to provide long-range direction to address current and future housing needs of its citizens.

In September the Council discussed the housing profile that was prepared as part of the City's involvement with Alliance for Housing Affordability. That document provided a snapshot of existing housing circumstances in town that included:

- 25% of households in town qualified as extremely low income in 2012 relative to the area median income which included King and Snohomish Counties. 25% earned less than 30% of the AMI
- 17% qualified as very low earning 30-50% of AMI
- 19% were low income earning 50-80% of AMI
- 44% of owner households and 55% of renter households were 'cost burdened' paying in excess of 30% of household income on housing related costs
- 47% of occupied dwellings were rented and 53% were owner-occupied approaching a 50-50 balance
- 88% of owners and 50% of renters lived in detached single family dwellings which accounted for 62% of all dwelling units in town
- 62% of all households were occupied by 1-2 members
- the median age of the City was increasing. The change from the 2000 census to the 2010 census showed the most significant increase in those 45-69 years old which had implications for housing choices being made now and in the future.

AGENDA ITEM 3b

Councilmember Hamilton asked what the median age of the City was.

Mr. Dennison didn't recall whether that specific number was referenced in the profile but could find out.

Councilmember Burke had read in *The Economist* magazine that Washington State was slated to have a 79% growth in those over 50 by 2030 and a 1% growth in those under 50.

Councilmember Schilaty noted that 62% of households were comprised of 1-2 members. Was that an anomaly?

Mr. Dennison said it was somewhat higher than Snohomish County overall. Most significant was that the vast majority of the City's housing stock was 2+ bedrooms so there was a lack of supply of the particular housing type that would be appropriate for a smaller household. Regarding median age, the population pyramid provided in the housing profile showed that the increase in the 45-69 age group wasn't accounted for by aging in place. People moving in from the outside accounted for this change.

Goals and policies in the comprehensive plan were intended to reflect local preference but must incorporate certain top-down policies. The first came from the Growth Management Act whose housing policy stated: 'Encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.' All of these were incorporated into the Planning Commission's draft policies.

After the GMA policy came the Puget Sound Regional Council's *Vision 2040* which had housing policies summarized as:

- provide a range of housing types and choices to meet the needs of all income levels and demographic groups in the region
- achieve and sustain sufficient supply of housing to meet low, moderate and middle income, and special needs persons and households
- promote homeownership opportunities
- develop housing choices for workers at all income levels that promote accessibility to jobs and opportunities to live in proximity to work

Councilmember Kaftanski had a couple technical questions. Regarding cost burden, he confirmed that when it said 'percent of expenses related to housing' vis-à-vis income, they were talking about household gross income. Housing related expenses were either rent or mortgage payment, utilities, maintenance, etc. The staff report had a reference to the City being short up to 1,000 subsidized/work force units of housing. In Snohomish people in homes were allowed to rent out rooms. Were those rented rooms, presumably to singles, counted as part of the housing supply or were they excluded because it was a single family home even though there might be three renters in the house?

Mr. Dennison didn't know if rented rooms were captured but his guess was that it probably wasn't captured in the housing stock totals. He would have to bring that information back.

Councilmember Kaftanski wasn't sure what the magnitude was but if there was this large or growing percentage of 1-2 member households, that type of housing was a supply that could help meet that need and probably should be recognized in some fashion.

AGENDA ITEM 3b

Snohomish County's countywide planning policies had a more extensive set of housing policies. While it was necessary for this part of the update to confirm compliance and consistency of the City's Housing Element goals and policies with these higher level policy directions, the primary thrust of the Planning Commission's work has been to revise the existing goals and policies to make them clear, understandable, and usable.

The list of goals currently and proposed in the Housing Element was fairly short. A goal was intended to represent a larger aspirational direction for the City. Policies provided guidance for how to achieve those goals or more clarification of the goal.

HO 1 stated that the City shall *maintain a standard* which was ubiquitous throughout the current goals. It was extraneous language and the Planning Commission's first move was to excise it throughout and then move on with the rest of the language.

HO 1 was to 'maintain a standard of promoting safe and sanitary housing so that housing is available for all economic sectors of the population and those with special needs.' The proposal essentially restated this but aimed a little higher than 'safe and sanitary' housing by changing it to 'quality housing' and reducing the verbiage.

HO 2 was a direction to maintain at least 50% of town in single-family detached residences. About 62% of all City housing units were single-family but the Pilchuck District increased the capacity for multi-family. The purpose and practicality of this goal, given the adoption of the goals and regulations for the Pilchuck District, suggested this should be reconsidered. The proposed alternative went back to the higher level direction to provide a diversity of housing types and densities, increasing the opportunities for housing options throughout the City. The Planning Commission felt it was important to recognize that the primary form of housing stock would remain single-family.

HO 3 talked about design and scale of new residential development and maintaining the existing character of the community. The Planning Commission's direction was to maintain the idea that design and scale of new residential development was important but also looked at some of the guidance from the strategic plan that talked about strengthening the vitality and character of the neighborhoods as a new emphasis for the goal.

HO 4's existing goal had many things wrong with it. The intent was to increase residential density which in itself wasn't really an objective but a means to achieve other things so the Planning Commission didn't feel in itself it was an appropriate goal. Reasonable measures in the GMA were intended to be addressed before expanding an urban growth area and included things like allowing for mixed use or accessory dwelling units. The City has adopted some of these. A goal statement didn't need to say reasonable measures were being taken. The proposal was to accommodate the City's target. Increasing density may be the way to achieve that but because of the 2035 target, it didn't require increasing densities over those currently adopted in the comprehensive plan and the Land Use map. That was now the recommended focus of HO 4.

HO 5 was that the City will maintain owner-occupied units of at least 50%. The City has no control over this as it didn't deny property owners the opportunity to rent their property. As an alternative the Planning Commission recommended that home-ownership opportunities be encouraged. The City didn't have a lot of control over this either but there were certain regulatory measures with the adoption of the unit-lot sub-division which allowed town homes to be sub-divided for fee-simple ownership rather than condominium. There were programs the City could support by providing information on them to citizens, and other small ways that

AGENDA ITEM 3b

assist in first-time purchases.

HO 6's intent was uncertain, whether it was to encourage a certain type of development or minimize costs to achieve that development. One of the recurrent themes in the county-wide planning policies was to reduce the cost of development from a permitting perspective to the degree possible so that was reflected in the proposed change.

Two goals were proposed for deletion entirely and each had a number of associated policies. HO 7 was to preserve and enhance the historic character and heritage of Snohomish. No one could argue with that, as it was half of the title of the strategic plan and was important to the City. However the concept was incorporated in the Land Use element where policies talked about design standards, preserving structures rather than removing them, and restoring them where possible. The Housing Element seemed like an odd place for this goal. The policies intended to flesh out the meaning all seemed fairly extraneous, administrative functions, with direction to identify all the historic homes so it was known which ones were desired to be preserved. Preservation of historic homes was a property owner's choice and not something the City was actively involved in unless someone was seeking a tax benefit. Then the City had a small role.

The direction of HO 8 to maintain a standard of improving the City's appearance through urban design and neighborhood planning was inherent in the Land Use Element neighborhood planning policies. The Land Use Element talked about strengthening neighborhoods, bringing vitality, and encouraging the Block Watch groups; things that will strengthen the core of neighborhoods. It was felt this goal as a stand-alone goal or the policies currently adopted to support it were neither necessary or particularly meaningful.

This evening staff was looking for any Council concerns or areas where they would like additional consideration or reconsideration by the Planning Commission; areas in terms of goals and policies that had been missed; and areas of concern with housing in general.

Councilmember Burke said, pretending the Pilchuck development area actually started to happen in a large way so the density capacity created there started to get realized, how far did that go towards reaching the 2035 UGA goals? Had the problem of creating density capacity already been solved, or in the next 5-10 years would available densities start being increased in a lot of other areas in town?

Mr. Dennison said the City had the capacity now within the current Land Use framework. The 2035 target was essentially the same as 2025, particularly when including the UGA and current incorporated City limits. The Pilchuck District was additional capacity. It was all theoretical; capacity was not a matter of build-out but an estimate of what may be developed in the next twenty years. Because there was no density cap the Pilchuck District was evaluated somewhat conservatively with limits on how many properties would be anticipated to redevelop in the next twenty years. It was about 2,000 people but that was icing on top of the capacity elsewhere in the City.

Councilmember Burke was curious if there were vacant single-family properties in town that had been vacant for a long time. They'd talked about 402 Avenue E a lot. Was staff aware of more like that? Was there a trend they needed to be aware of? His guess was that there weren't a lot of long-term, vacant single-family homes in town.

Mr. Dennison said staff didn't track foreclosures but could check to see how many structures were on the abandoned utility rate which would be a clue. Several years ago there were

AGENDA ITEM 3b

ongoing complaints about the lack of maintenance on certain foreclosed seemingly abandoned properties but those had dropped to essentially zero over the last year.

Councilmember Burke would like to know if staff thought there was a trend forming and there was something the Council needed to be aware of it in terms of what's going on.

Mr. Dennison thought they were talking about market absorption; was the market capable of absorbing vacant or disused properties? It was his impression that it was and that there were single-family builders beating the bushes for under-valued properties they could remodel or tear down and replace. That had been seen over the last few years. There seemed to be a strong demand for lots to build on which indicated a strong demand for single-family homes.

Councilmember Schilaty knew one of the issues facing other municipalities was where the house has been foreclosed on but the bank didn't take possession because they didn't want to show a loss. How did a municipality deal with those 'zombie' houses? She didn't know if the City had that situation but it might.

Councilmember Burke said that was exactly his point. If a trend was emerging, the City should be prepared to act. A bank was allowed to carry an asset on its balance sheet at a bubble value and that was protected by law. Most other company owners would go to jail for that. If it continued for a long time, he would love to exert any power he had to stop it. Right now there wasn't a lot of demand for new development but powers-that-be, for good and bad reasons, were pushing the idea of increasing density in urban zones but there wasn't demand for it from the single-family homeowners who actually lived here. He understood why they were talking about this but he felt like they were talking about massively increasing density at a time that (1) the most powerful voters in town didn't want it; and (2) there wasn't really a lot of density increasing anywhere around here anyway.

Mayor Guzak didn't think the City had any authority as a municipality over abandoned or foreclosed homes.

Mr. Weed said there were nuisance laws when a lender foreclosed and allowed a property to go into disrepair, especially externally. There was a process for abatement but it came at the price of staff time and perhaps legal fees. Some buildings became so dilapidated that they were abatable under the uniform code for abatement of dangerous buildings. For general disrepair with vegetation and junk, the City had some authority in that area.

Councilmember Burke thought it was a fascinating topic. Abatement seemed like a good idea. While some thought eminent domain was a radical idea, some cities were thinking about it to take over the properties and bring them back. He was fine with thinking about that if the day ever came.

Mr. Dennison didn't consider that to be a significant concern for the City now or in the foreseeable future. The land and development market was a very strong force. The City continued to be a very popular place to move to and houses weren't sitting on the market very long. At least for now there wasn't a Detroit situation with any sort of exodus. The Council may need to face it in the future but it wasn't a foreseeable future.

Mayor Guzak said there were a couple big projects in the works now.

Mr. Dennison said Riverview Highlands was a 55-lot planned residential development for which the Council approved the final plat last spring. The developer was putting up houses as

AGENDA ITEM 3b

fast as possible just west of Ludwig Road and north of Second Street. About 25 permits had been issued with batches of 5-7 coming in. They were trying to complete one a week which was an impressive pace. The Shadowood 82-lot plat was approved by the Council earlier this year and the owner was seeking a builder for the property. A 14-lot plat between Park and Pine Avenues south of 22nd Street was just finishing up construction. They would be coming in for final plat in a couple months. There was interest from builders and developers to finish plats that were started 5-7 years ago and getting lots out in the market. What wasn't being seen was new plat starts and he wasn't sure what the market dynamic there was.

Mayor Guzak said there had not been a lot of emphasis in the Pilchuck District for increasing properties although preliminary conversations occurred this past week. It was too early to say someone was thinking about doing an apartment building or other type of housing. That may take longer to evolve.

Councilmember Hamilton said the Planning Commission had done an excellent job on the comprehensive plan and cleaning up a lot of the language; he liked the simplicity of what they had put in and following the strategic plan guidelines. The market drove everything. Unless something dramatic happened like rail or a major employer coming to town suddenly the City wasn't going to see dramatic changes. He was in Redmond last week for a meeting. Redmond changed because of one employer that came to town; otherwise Redmond would be a sleepy little town like Snohomish. It really would take a dramatic shift for something to happen here. No one had a clue what would happen over the next 20 years.

Councilmember Kaftanski was reminded of a discussion held some time ago about a draft shoreline management plan with the word 'should' embedded throughout the document. In these policies to support each of the goals, the word 'ensure' was throughout and he didn't know if they could ensure anything. He saw this particularly in goal HO 6 to minimize the development cost associated with permanent review. Was there an opportunity for staff to massage that word 'ensure' because the City could strive to do many things but not ensure they would occur. With the goal to minimize development cost, the concept was in HO 6.2 where whatever the City charged as a processing or impact fee was a fairly derived portion of shared cost. The objective wasn't to minimize or maximize cost. Like the density discussion the objective was not to increase density although density might be a by-product of accommodating supply. The point was that whatever was done, that it be done fairly. Whether that was minimizing cost or not, the concept was a fair proportionate cost. Could the title of that goal be furthered massaged and moved away from the word 'minimize?' Maximize and minimize could cause bankruptcy for either party. They wanted to optimize things.

Mayor Guzak asked if instead of the word 'ensure' should the word 'strive' be used instead.

Councilmember Kaftanski would leave that up to staff in the next iteration and discussion with the Planning Commission.

Councilmember Schilaty said the goal really was to increase efficiency which in turn would minimize cost. It was the inefficiency that had driven up costs.

Mayor Guzak concurred that the Planning Commission and Mr. Dennison had done yeoman work. She was interested in HO 1.7 regarding affordable housing types – studios, efficiency apartments, boarding houses, or living units designed for use by single individuals as affordable housing strategies. She was very happy to see that. The boarding house concept was historic in how the City accommodated single people who were part of the work force. The Planning Commission would be making another pass at this so it would be coming back.

AGENDA ITEM 3b

9. CONSENT ITEMS

- a. **AUTHORIZE** payment of claim warrants #55373 through #55467 in the amount of \$841,089.70 issued since the last regular meeting
- b. **ACCEPT** 2014 Storm Drainage Improvement Closeout
- c. **ACCEPT** Second Street CSO Separation Project Phase II Closeout

MOTION by Hamilton, second by Burke, to approve the Consent Agenda. The motion passed unanimously (7-0).

10. OTHER BUSINESS/INFORMATION ITEMS

Mayor Guzak asked City Manager Bauman about the Council salaries.

Mr. Bauman had been contacted by a reporter today so he was able to research and confirm the information in the news article was correct. Since 1997 the Council had adopted only two ordinances to increase Council and Mayor salaries. One was in 2003 and the other was this year which will take effect beginning with the next election cycle and new terms starting January 1, 2016. Mr. Davis' information was incorrect.

Councilmember Kaftanski had already spoken with Mr. Dennison but wanted to bring the Council's attention to some A-board signs on Bickford Avenue and Avenue D. He received a call from a land owner's agent last week who was not in compliance a couple years ago and came into compliance. Councilmember Kaftanski was made aware of other businesses that might be in violation of the sign ordinance and did some reconnaissance on a morning run. Those businesses as well as others were not in compliance. It might be time to note who was in and who was not in compliance, and provide some additional education. Some signs were stapled around a couple trees in the right of way also. Things were looking ugly in a couple locations. The City was short-staffed but the aesthetics of the main entrance into town from the north was a big issue for him. He asked for some assistance to bring those businesses into compliance in a relatively short time.

Mr. Dennison had eight letters, four to the business owners and four to the property owners, going out in tomorrow's mail.

Mayor Guzak understood a committee had formed in the historic district to discuss A-board signs. That was a different issue but she didn't know what their progress was.

Mr. Dennison had understood several weeks ago that they were interested in meeting with him to discuss the progress but he had heard nothing since. Enforcement had been postponed in the historic district until HDS's sign committee had done a review. The Council didn't want to let it languish indefinitely. If there was no progress by the end of the year, staff would come back to the Council for new direction.

11. COUNCILMEMBER COMMENTS/LIAISON REPORTS

Councilmember Kaftanski wished everyone a happy Thanksgiving.

Councilmember Rohrscheib's thoughts were with Councilmember Burke's family while his daughter recovers.

AGENDA ITEM 3b

Councilmember Burke's daughter was nearly killed in an accident. The nature of the accident could not have been prevented by any safety measures the City employed. There were photos of a completely iced-over windshield. More information was coming in from people who witnessed it. This was the intersection they'd been talking about for months and he had mentioned that he lived in fear of that intersection. Obviously traffic studies were done. He would love to hear some way to improve not just that intersection but if there was anything to minimize this in the short term. He'd been spending a lot of time with his daughter and her friends, talking about how they used the streets on their way to school. A lot of kids that walk from the east side neighborhood were so afraid of the intersection that they took the little jump over to Centennial Trail, and crossed near Trail's End simply because they hated crossing the long stretch; it felt dangerous to them. Kids were choosing on their own to use the City in a way no one really planned on. Everyone at home was in trauma right now and no decision had been made about responding to this. He wanted to get the police report to find out all he could about what happened. His daughter's pelvis was broken and she was expected to recover in about six weeks. She may have torn some ligaments in her knee because her leg had been buckling.

Councilmember Hamilton said the Planning Commission reviewed the draft parks plan at the last meeting and continued to work on the comprehensive plan. Community Transit had a bus app coming out in the spring for iPhone and Android. At the last meeting there was talk about the day no one could get to work in Seattle because of an accident north of the express lanes in the Northgate area. CT received a lot of calls about quality of service that day. They had a response plan on how to reroute buses and change things but nothing was going to help anybody that particular day. Over the last three years the commute from Everett to Seattle increased by 18 minutes and it's going to continue to get worse. As the Council knew from the traffic study, a lot of people had to pass through Snohomish. Somehow we had to find an employer who wanted to accommodate some of these people so residents didn't have to go through that ugly commute. The City was well positioned but he didn't know how to take advantage of that. Public transportation was an important aspect of moving people and the commute was getting worse.

12. MANAGER'S COMMENTS

The board and commissions appreciation event was scheduled for Monday December 8th. Staff had heard from several Councilmembers who planned to attend but others had not yet responded. He asked Councilmembers to please let the City Clerk know they planned to go.

13. MAYOR'S COMMENTS

The Eastside Rail Corridor continued to be a topic of interest for her and she promoted it whenever possible. At the State Route 9 Coalition meeting this morning they were very pleased that the ERC was on the county's list of preferred projects for an 'ask' at the state Legislature to upgrade the rail to start running excursion trains. There was quite a bit of discussion about the transportation package and the pros and cons of whether to hope for it this year or not. The House passed a transportation package last year so it was in the hands of the Senate which was in control of the Republicans now. Senator King from Yakima will probably be the Chair of the Senate Transportation Committee. He had been given a bus tour of Snohomish County transportation projects and was lobbied by a group of about 50 for his increased understanding of the economic benefit of transportation in this region. County groups would speak with one voice in Olympia regarding the list of county projects. Al Aldrich with *Strategies 360* will expand his lobbying efforts for the package.

AGENDA ITEM 3b

There was a meeting with Doug Engle, rail operator for Eastside Community Rail, to review his proposed business plan that he will present to the county. The City was acting as intermediary between the rail operator and Snohomish County to get a cooperation agreement so funding could move ahead.

The *Snohomish County Cities* dinner was last Thursday evening. It took 1-1/2 hours to get to the Mill Creek Country Club due to an accident on Marsh Road. The discussion topic was the Association of Washington Cities' 2015 legislative agenda. AWC served as advocate for the cities in Olympia. She picked up a packet of information for each Councilmember.

The Board of Health continued to look at their mission, what their prime services were, and how those services could be preserved to keep health intact under extreme financial pressure. She was on the committee to work through some of the preliminary decisions. Then they would put together a blue-ribbon committee to look at governance and financing issues.

14. **ADJOURN** at 8:50 p.m.

APPROVED this 2nd day of December 2014

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Torchie Corey, City Clerk

AGENDA ITEM 3b

PRESENTATION 5

Date: December 2, 2014

To: City Council

From: John Flood, Police Chief

Subject: Presentation by Snohomish Cold Weather Shelter Group

PURPOSE: The purpose of this agenda item is to provide an opportunity for the Snohomish Cold Weather Shelter Group to provide the City Council with an update about its current or recent activities. Elizabeth Grant of the Snohomish Food Bank has been asked for an opportunity to address the Council.

STRATEGIC PLAN REFERENCE: None specifically

RECOMMENDATION: That the City Council **RECEIVE** the presentation by Snohomish Cold Weather Shelter Group

PRESENTATION 5

ACTION ITEM 6a

Date: December 2, 2014
To: City Council
From: Larry Bauman, City Manager
Subject: **Approval of Resolution 1322 to Surplus an Aerial Firefighting Ladder and Donate Proceeds of Sale to Fire District 4**

The purpose of this item is for the City Council to consider approval of the proposed Resolution 1322 (Attachment A) to surplus the aerial ladder owned by the City and attached to a fire truck owned by Snohomish County Fire District 4. The resolution would permit the Fire District to receive the proceeds from the sale and to hold these proceeds for future equipment replacement purchase.

BACKGROUND: The City Council in 1998 approved the purchase of the Aerial Innovations Model H2R 55' Water Chief aerial ladder, which was subsequently attached to the Fire District 4 fire engine. That fire engine and ladder combination have now reached the end of their useful life, and the Fire District has requested (see letter, Attachment B) that it be permitted to sell the ladder as attached to the engine and to use all proceeds for future equipment purchase. The City would be essentially donating the proceeds of the aerial ladder's sale to the Fire District.

ANALYSIS: The Fire District has estimated the value of the aerial ladder at \$10,000 or less if sold while still attached to its fire engine. If sold separately from the fire engine, the value of the ladder would be considerably reduced.

City staff has determined that the ladder has no potential value to the City in serving the needs of the community if held separately from the fire engine on which it is attached. The Fire District has committed to reserve the proceeds from sale in its equipment replacement fund. These funds would be used to support a future purchase of equipment that would replace the function of the aerial ladder. A Bill of Sale (Attachment C) to be executed between the City and Fire District would be provided to record this sale and provide the City with immunity concerning future uses.

As the aerial ladder was not purchased with City utility funds and is valued at an estimated amount well below \$50,000, no public hearing is required for this proposed action.

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council **APPROVE** Resolution 1322 to surplus the aerial ladder and to donate the proceeds from sale to Snohomish County Fire District 4.

ATTACHMENTS:

- A. Resolution 1322
- B. Letter of September 12, 2014 from Fire District 4
- C. Bill of Sale for Aerial Innovations Model H2R 55' Water Chief aerial ladder

ACTION ITEM 6a

ATTACHMENT A

**CITY OF SNOHOMISH
Snohomish, Washington**

RESOLUTION 1322

**A RESOLUTION OF THE CITY OF SNOHOMISH APPROVING THE SALE OF
CERTAIN PERSONAL PROPERTY DECLARED TO BE SURPLUS TO THE
CURRENT AND FORESEEABLE FUTURE NEEDS OF THE CITY**

WHEREAS, the City purchased in 1998 an aerial ladder—the Aerial Innovations Model H2R 55’ Water Chief—to be deployed on a Snohomish County Fire District 4 fire engine for use within the City; and

WHEREAS, the City and Fire District 4 entered into a pre-annexation Interlocal Agreement on August 19, 2003 that was created as an initial step toward voter action on a ballot measure for the City’s annexation to the Fire District, and the voters subsequently approved that annexation measure; and

WHEREAS, the 2003 Interlocal Agreement stipulates that the aerial ladder would continue to be held exclusively as a City asset; and

WHEREAS, the Fire District has informed the City that the aerial ladder as well as the Fire District-owned fire engine to which it is attached, no longer meet the operational needs of the Fire District in serving the community; and

WHEREAS, the Fire District has requested by letter dated September 12, 2014, that the City release its interest in the aerial ladder in order to allow the Fire District to surplus the ladder simultaneously while it remains attached to its fire engine; and

WHEREAS, the Fire District has stated that the estimated value of the ladder while still attached to the fire engine is less than \$10,000 and would be considerably diminished in potential amount for sale if the ladder were to be removed from its attached fire engine and sold separately and independently from the sale of that fire engine; and

WHEREAS, the City’s analysis of the aerial ladder equipment concludes that it’s use apart from its attached fire engine has no conceivable utility for current City operations and cannot reasonably support City services provided to the community; and

WHEREAS, the City has determined that due to its age and unique characteristics, sale of the ladder independent of the fire truck to which it is attached may not be possible, and even if it is, would result in little or no financial return to the City; and

WHEREAS, RCW 35A.11.010 authorizes Optional Municipal cities such as Snohomish to surplus and dispose of property for the common benefit of the public; and

ACTION ITEM 6a

WHEREAS, RCW 39.33.010 authorizes one public entity to "...sell, transfer, exchange, lease, or otherwise dispose of any property ... to the state or any municipality or any political subdivision thereof, ... on such terms and conditions as may be mutually agreed upon ..."; and

WHEREAS, the City staff has certified to the City Manager that this property presently owned by the City in support of Snohomish County Fire District 4 is in surplus of both Fire District and City needs, and that the property is of no present or foreseeable future use to the City of Snohomish; and

WHEREAS, the City Manager has certified to the City Council that said property, as set forth on Attachment A to this Resolution, is no longer viable to meet City needs or for fire suppression services provided by Fire District 4 and of no present or foreseeable future use or value within the City of Snohomish; and

WHEREAS, the public interest would be served by the sale of this property which is surplus to the needs of the City to Snohomish and to Snohomish County Fire District 4 pursuant to RCW 39.33.010 on terms and conditions as mutually agreed;

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

1. That pursuant to RCW 35A.11.010 and RCW 39.33.010, the property described in Attachment A which is surplus to the needs of the City may be sold to Fire District 4; and
2. The sale of the subject property shall be subject to the terms and conditions of the Bill of Sale attached and incorporated by this reference as Attachment 2; and
3. That the City continue to work with the Fire District regarding its plans to purchase a replacement vehicle and equipment that will restore aerial firefighting capacity within the City as funding becomes available.

PASSED by the City Council and **APPROVED** by the Mayor this 2nd day of December, 2014.

CITY OF SNOHOMISH

By _____
Karen Guzak, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Torchie Corey, City Clerk

By _____
Grant Weed, City Attorney

ACTION ITEM 6a

MEMORANDUM

Date: December 2, 2014
To: Snohomish City Council
From: Larry Bauman, City Manager
Subject: **Surplus Property—Aerial Ladder**

I, Larry Bauman, City Manager for the City of Snohomish Washington, certify that the list below of surplus property is a true and correct copy of certain personal properties presently owned by the City of Snohomish that are surplus, and of no present or foreseeable future use to the City of Snohomish.

Dated this _____th day of _____ 2014.

Larry Bauman, City Manager

The following items are declared to be surplus to the needs of the City of Snohomish:

Quantity	Description	VIN or Serial Numbers
1	Aerial Innovations Model H2R 55' Water Chief	N/A

ACTION ITEM 6a

ATTACHMENT B



1525 Avenue D
P.O. Box 820
Snohomish, WA 98291-0820

*Snohomish County
Fire District #4*

September 12, 2014

Mr. Larry Baumann, City Manager
City of Snohomish
116 Union Avenue
Snohomish, WA 98290

SUBJECT: Modification of Interlocal Agreement

Larry –

This letter is in response to the meeting held on August 26 attended by Mayor Guzak, Board Chairman Hintz, you and I.

In consideration of the provisions identified in the "Interlocal Agreement for Annexation of City of Snohomish to Snohomish County Fire Protection District No. 4" dated January 16, 2004, this letter in accordance with section 8.b. of the agreement, is requesting a modification to the agreement in that the District intends to surplus and dispose of the "Personal Property" listed in section 3.c. of the agreement. Said property is attached to a 1997 International Fire Engine owned by the Fire District, recognized in the agreement as an "Aerial Innovations Model H2R 55' Water Chief...". This equipment together no longer serve the needs of the District.

The modification being requested and also noted in section 4.c. of the agreement, is that the City of Snohomish offer in writing to the District a "Release of Interest" of that Personal Property described above.

Thank you for your time and attention to this matter.

Sincerely,

Ron W. Simmons
Fire Chief

Emergency 911 • Business (360) 568-2141 • Fax (360) 568-2143 • www.snohomishfire.org

ACTION ITEM 6a

ATTACHMENT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the City of Snohomish (City), in consideration of Ten Dollars (\$10.00) paid by Snohomish County Fire Protection District No. 4 (District), the receipt of which is hereby acknowledged pursuant to Resolution 1322, hereby grants, bargains, sells and conveys to District the following-described personal property:

Aerial Innovations Model H2R 55' Water Chief

Indemnification. District agrees to assume any and all risks associated with the above-described property and agrees to release, indemnify and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of said transfer and use of the property described above.

District contracts and agrees that it has had the opportunity to thoroughly inspect the subject property and by accepting this Bill of Sale, agrees that the sale is "AS IS" without warranty expressed or implied.

DATED this _____ day of _____, 2014.

CITY OF SNOHOMISH

Larry Bauman, City Manager

Agreed and accepted:

SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO. 4

Ron W. Simmons, Fire Chief

ACTION ITEM 6b

Date: December 2, 2014
To: City Council
From: Larry Bauman, City Manager
Subject: **Approval of Agreement with the Snohomish County Public Defender Association for Indigent Defense**

The purpose of this item is for the City Council to consider approval of a proposed professional services agreement with the Snohomish County Public Defender Association for the provision of indigent public defense for the City's defendants accused of misdemeanor crimes.

BACKGROUND: The Council was briefed on October 7, 2014, regarding both state and federal court decisions that demand local governments in Washington provide specific and measurable standards for the public defense of their indigent defendants. In the case of our City, these defendants are prosecuted by the City for misdemeanor and gross misdemeanor cases that are heard in Evergreen District Court in Monroe. The standards for indigent public defense reflected in the attached agreement are related only to those cases heard in district court. The two court decisions driving these standards are:

- State Supreme Court Order No. 25700-A-1004 (June 15, 2012) that establishes caseload limits of 400 cases for each public defender, including those cases that may be a part of private practice criminal defense as well as those cases represented for indigent public defense;
- Federal Ninth Circuit Court ruling, Case 2:11-cv-0110-RSL (December 5, 2013) in the *Wilbur v. Mount Vernon* (the City of Burlington was a co-defendant) litigation that establishes detailed standards on a wide array of professional criteria used by the court to measure the quality of indigent public defense.

ANALYSIS: The Washington Cities Insurance Authority (WCIA), which acts as the City's pooled insurance provider, has strongly advised its member cities this year to adopt new standards consistent with both the Supreme Court order and the Ninth Circuit's *Wilbur* decision. The prospect of further litigation is considered to be high especially against those cities not responding to the *Wilbur* decision in a timely manner.

It was determined by staff and City Attorney review that services provided under contract by the City's current public defenders—a three-lawyer team of Vance Odell, Loren Waxler and Walter Wagner – could not be effectively upgraded to meet all of the new requirements of both state and federal court decisions. The standards for indigent defense proposed by the City Attorney's Office and adopted by the City Council on October 7, 2014, are the basis of the proposed new agreement with the Snohomish County Public Defender Association (SCPDA). The Snohomish County Public Defender Association is a non-profit corporation and is based in Everett. The five attorney units of the Association provide defense services to persons charged with felonies in the superior court and misdemeanors in the district courts, to juveniles charged

ACTION ITEM 6b

with offenses in the juvenile court, to persons facing mental health commitments, and to persons facing commitment as sexually violent predators. The standards reflected in the proposed agreement follow the court directed mandates to local governments and were designed to allow our City to fully implement those decisions on a local level.

The agreement proposed with the SCPDA would:

- Provide the City with services equal to 60 percent of a full-time attorney and support services at a cost of \$8,937.49 per month or \$107,250 annually (the 2015 Recommended Budget includes \$135,000 annually for this service);
- Provide City defendants with required legal services via in-person conferences, phone access, email and other means as appropriate;
- Provide in-house private investigators as determined to be needed for specific cases;
- Provide representation of defendants for all appeals to Superior Court under the Rules of Appeal for Decisions of Courts of Limited Jurisdiction (RALJ);
- Maintain individual attorney total caseloads at less than 400 cases per year;
- Provide for monthly reporting to the City in support of the standards approved by the City Council.

While this agreement is expected to provide for the effective defense of the vast majority of our indigent defendants, some additional defense costs may apply for needed translators, polygraphs, expert witnesses and medical and psychiatric evaluations. If the SCPDA determines it has a conflict in representing any City defendants, this would require the court to appoint a conflict attorney outside of the SCPDA, and this too would be an expense outside of this contract.

Monitoring performance of public defense services is an important aspect of ensuring the City remains in compliance with court decisions. The City's Human Resources Manager has been assigned to conduct monthly and annual monitoring, including the analysis of reports and in-court review of attorney performance.

If adopted by the City Council, the new agreement would go into effect January 1 of 2015 and continue through December 31, 2017. The agreement may be automatically extended for one-year terms unless terminated by the City or SCPDA.

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council **AUTHORIZE** the City Manager to execute the agreement with the Snohomish County Public Defender Association for the provision of indigent public defense to City misdemeanor defendants.

ATTACHMENT: Agreement with the Snohomish County Public Defender Association

ACTION ITEM 6b

**PROFESSIONAL SERVICES AGREEMENT
FOR INDIGENT DEFENSE SERVICES**

WHEREAS, the City of Snohomish, Washington, (“the City”) provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Snohomish Municipal Court (“the Municipal Court”); and

WHEREAS, the Supreme Court has by Order dated June 15, 2012, adopted New Indigent Defense Standards (“the Supreme Court Standards”), which impose a caseload limit of 400 unweighted misdemeanor cases per attorney; and

WHEREAS, the City has adopted Standards for Indigent Defense by Resolution No. 1321 adopted October 7, 2014, (“the City Standards”); and

WHEREAS, based on current trends, the City anticipates filing approximately 240 cases in 2015 for which appointment of a public defender will be required, which will initially require sixty percent (60%) of a full time public defender, and

WHEREAS, Snohomish County Public Defender Association (“the Firm”) is a law firm employing licensed attorneys in good standing in the state of Washington which has been selected by the City to provide representation of indigent defense clients under contract with the City (“the Services”); and represents that is willing and able to provide the required number of full time public defenders to provide the Services; and

WHEREAS, the City and the Firm desire to provide for compensation for the Services based on a flat monthly fee, subject to adjustment annually to reflect actual case filings.

Now, therefore, the City and Firm enter into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein:

1. Scope of Services, Standards and Warranty. The Firm will provide the Services in accordance with this Agreement, the Supreme Court Standards and the City Standards, which will initially require the provision of sixty percent (60%) of one full time equivalent lawyer.

1.1 The Firm warrants that every attorney and/or intern employed by the Firm to perform services under this contract, has read and is fully familiar with the provisions of the Supreme Court Standards as it has been amended from time to time and the City Standards, which are hereby incorporated in this Agreement by this reference as if set out at length. Compliance with the Supreme Court Standards and the City Standards goes to the essence of this Agreement. Every attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court. The Firm further warrants that it has analyzed the cost of providing the Services, and that its proposal,

ACTION ITEM 6b

reflected in Section 2, Compensation, is sufficient to cover all wages and benefits, infrastructure, support and administrative services and systems necessary to comply with the Standards.

1.2 The Firm shall provide the Services from its office in Everett. The Firm shall ensure an attorney is available to each eligible City defendant to ensure that the defendant is provided with effective assistance of counsel. Defendant access to his or her attorney prior to court hearings is paramount. The Firm shall be responsible to use best efforts to ensure its attorneys confer with defendants about cases promptly after appointment and prior to trial or hearings. Defendants shall be provided access to the Firm's attorneys by means of a toll free local call from a Snohomish telephone number made available by the Firm, attorney's email address, and attorney's office and postal address. Attorneys shall respond to defendant inquires within a reasonable time to ensure the effective assistance of counsel, whether such inquires are received by letter, telephone, email or otherwise.

1.3 The Firm shall provide an attorney to appear at all Municipal Court arraignment calendars.

1.4 The Firm shall maintain a case reporting and case management information system, and shall submit reports to the City, which shall be submitted in support of monthly invoices, and shall be a condition of payment pursuant to Section 2. The reports shall include the following information:

1.4.1 The number of cases to which the Firm's attorneys were appointed during the month and year to date.

1.4.2 For each appointment, the name of the defendant, the name of the attorney appointed, the date of appointment and the case number.

1.4.3 The charge(s) filed against the defendant.

1.4.4 The disposition of charge(s), including method of disposition, i.e., trial, plea motion, etc.

1.4.5 Such information required by the City Standards to allow the City to determine Attorney's compliance with caseload limits, including information pertaining to Attorney's other municipal public defense contracts and Attorney's private practice, if any.

1.5 The Firm shall employ an investigator to assist the attorneys providing the Services.

1.6 The Firm shall represent the City on all appeals to Superior Court under the Rules for Appeal of the Decisions of Courts of Limited Jurisdiction (RALJ), which shall be counted as five case credits, provided there shall be no case credit for any RALJ appeal dismissed prior to filing a brief.

2. Compensation. Subject to all the provisions of this section, the City shall pay to the Firm a flat fee of Eight Thousand Nine Hundred Thirty-seven Dollars and Forty-nine Cents

ACTION ITEM 6b

(\$8,937.49) per month for the Services, including all proceedings in the Municipal Court and all appeals therefrom. This represents 60% of the salary and benefits of a lawyer on Level 1 Step 3 of the Firm's 2015 salary scale for lawyers, 4.5% of the salary and benefits of the District Court Supervisor, 2% of the Firm's cost of management and administrative staff and 1% of the salaries and benefits of the Firm's staff of investigators. Three Hundred and Forty Dollars (\$340.00) of each monthly payment is specifically designated as costs of investigator services.

2.1 Except as expressly provided in Section 2.2, the cost of all infrastructure, wages and benefits, administrative and support expenses, equipment and systems, the investigator, and overhead costs necessary to comply with the City Standards is included in the payment provided in the flat monthly fee.

2.2 The City shall pay for the following case expenses in addition to the per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

2.2.1 Medical and psychiatric evaluations;

2.2.2 Expert witness fees and expenses;

2.2.3 Interpreters fees;

2.2.4 Polygraph, forensic and other scientific tests;

2.2.5 Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses; and

2.2.6 The cost of obtaining medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and

2.2.7 Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript and original charging documents.

2.4 In January of each year, the City and the Firm shall review the number of City cases to which the Firm's attorneys were appointed during the prior year, and if the actual number of cases is more than 10% greater or lesser than the anticipated 240 case, the percentage of an FTE public defender and the corresponding flat monthly fee shall be adjusted accordingly, and further provided, the flat monthly fee as adjusted for actual caseload shall be increased by 3% in the second and third years of the term of this Agreement. Compensation for additional one year renewal terms as provided in Section 3 shall remain at the prior year's level unless different compensation is agreed to prior to the commencement of any renewal term.

2.5 In the event the Firm has a conflict that prevents it from representing a client for whom one of its attorneys has been appointed, the Firm shall not be required to compensate conflict counsel.

3. Term. The term of this Agreement shall be from the later of the date of mutual execution or January 1, 2015, through December 31, 2017, unless sooner

ACTION ITEM 6b

terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one year terms each year unless terminated as follows:

3.1 This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Firm, or any attorney providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Firm which shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 This Agreement may be terminated at any time without cause by either party giving the other party not less than ninety (90) days written notice.

3.3 The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Nondiscrimination. Neither the Firm nor any person acting on behalf of the Firm, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Firm agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Firm, its officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Firm's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Firm shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the attorneys, or agents, representatives, or employees of the Firm.

6.1 The Firm shall obtain insurance of the types described below:

ACTION ITEM 6b

6.1.1 Automobile Liability insurance covering all owned automobiles, if any, and all non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

6.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

6.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.1.4 Professional Liability insurance appropriate to the Firm's undertakings. This policy shall not contain an exclusion for ineffective assistance of counsel claim, loss or liability.

6.2 The Firm shall maintain the following insurance limits:

6.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

6.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

6.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

6.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

6.3.1 The Firm's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

6.3.2 The Firm's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.4 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ACTION ITEM 6b

6.5 The Firm shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

7. Work Performed by the Firm. In addition to compliance with the City Standards, in the performance of work under this Agreement, the Firm shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Firm's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Firm's Risk. The Firm shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the the Firm's own risk, and the Firm shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Firm shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Firm's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Firm without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Firm.

11. Entire Agreement. This Agreement contains the entire agreement between the City and the Firm. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

ACTION ITEM 6b

TO CITY:

City of Snohomish
Attn.: City Administrator
116 Union Avenue
Snohomish, WA 98290

TO THE FIRM:

Bill Jaquette
Snohomish County Public Defender Association.
2722 Colby Ave., Ste. 200
Everett, WA 98201

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final, provided, however, that any complaint regarding any violation of the City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, or any dispute concerning the City's determination on Attorney's request for higher compensation for a particular case, shall be referred to the Judge of the Municipal Court. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between an attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Snohomish County Superior Court.

CITY OF SNOHOMISH

SNOHOMISH COUNTY PUBLIC
DEFENDER ASSOCIATION

Mayor


Bill Jaquette

Date signed: _____

Date signed: 11/17/14

ATTEST:

City Clerk

ACTION ITEM 6b

APPROVED AS TO FORM:

City Attorney

ACTION ITEM 6c

Date: December 2, 2014
To: City Council
From: Jennifer Anderson, Finance Director
Subject: **Springbrook Software Migration to Version 7**

The purpose for this agenda item is for the City Council's consideration of the Springbrook software migration from the current 6.07 version to the new 7.0 .NET version (See Attachment A).

BACKGROUND: The City of Snohomish implemented Springbrook software version 6 in 2009, transitioning from the HMS software. Springbrook software modules used for financial and information tracking and reporting include general ledger and financial suite, utility billing, meter reading, payroll, business licensing, building permits, human resources, cash receipting and application server and access agent maintenance. Springbrook Software has had over 17 version updates since the City's 2009 implementation with a significant version migration to version 7 that transitioned the financial system to the .NET framework. The cost of the migration is included within the 2015 Budget for Fund #502 Information Services (special revenue fund). Starting in 2015, payments of approximately \$11,000 would be made annually over three years.

ANALYSIS: A .NET framework is essentially a Microsoft software framework for better compatibility with operating in a Windows environment. The City's current version 6 is significantly outdated. The proposed migration to version 7 will provide much more user friendly features, easier access to information and better reporting directly from the software versus heavy reliance on the use of spreadsheets. Since the new version is built with the .NET framework, staff will be more familiar with features as they are similar to using Microsoft Outlook or other Windows based software.

Staff members who use the various software modules have participated in version 7 software webinars to become familiar with the new software features and were able to ask questions. Staff will receive hands-on training during the migration process and anticipates a software migration timeframe of mid June 2015 with go-live date and all staff training completed by the end of July 2015.

STRATEGIC PLAN REFERENCE: Not specifically applicable.

RECOMMENDATION: That the City Council **REVIEW** the proposed 2015 Investment Proposal and Order Form to migrate Springbrook Software from version 6.07 to version 7 and **AUTHORIZE** the City Manager to **EXECUTE** the contract for software migration.

ATTACHMENT: Springbrook Software Migration Agreement

ACTION ITEM 6c

cuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3



Investment Proposal and Order Form
V6.07 to V7 .NET Migration
for
City of Snohomish, WA

November 7, 2014

Springbrook Software

Ron Schlitzkus

Installed Account and Migration
Manager

866.256.7661 - toll-free: ext - 6287

503-820-6287 – Direct

Ron.Schlitzkus@sprbrk.com



ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

EXECUTIVE SUMMARY

The City of Snohomish, WA has been a Springbrook client for many years and we are looking forward to continuing that relationship for many more years. Springbrook has created a proposal to migrate the City of Snohomish to the latest release of software, bringing the City to a version that is approximately 17 releases and several technology updates advanced from the version currently in use by the City.

We understand that these are difficult economic times for City of Snohomish. One benefit to being with Springbrook is that payment of license fees is not required when you update your system.

Summary of Migration Investment Analysis

Springbrook License Fees		N/C
Training/Consulting - Existing Processes	\$	13,800.00
Migration/Conversion Services	\$	11,000.00
Custom Code and/or Additional Post Migration Consulting/Training	\$	2,550.00
Progress to SQL Conversion	\$	-
Total Migration Investment	\$	<u>27,350.00</u>

We continue to be committed to serving local governments and have been doing so for over 28 years. In fact, we are proud to call our very first client a current client. We look forward to maintaining that type of long standing relationship with the City of Snohomish as well. Please let me know if you have any questions.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

V7 .NET Migration Proposal

Customers who chose to migrate from our client-server version (V6) to Springbrook Software's .NET (V7) software are provided with the base software modules that are currently covered under a software maintenance agreement at no charge. However, services associated with the actual upgrade, such as Consulting and migration management services (project management, technical, programming, business analysis, custom code reduction review) and requests by client for Springbrook Software to rewrite any custom software to operate in the .NET environment are outside the scope of the customer's annual software maintenance agreement. Springbrook will provide and invoice these services on a fixed bid basis.

A successful migration of the Springbrook application and database to V7 requires close teamwork between each of our respective organizations. During this process you and your staff will be working with nearly every department within Springbrook's organization. Staffing resources from the following departments will play a major role in your migration:

- Sales/Marketing
- Implementations
 - Project Management
 - Consulting/Training
- Programming
- Conversions
- Quality Assurance
- Technical Services

The professional service fees identified in this Agreement are described on the following pages and include:

- Migration Management Services
- Migration Consulting/Training
- Initial Custom Code Review for this proposal (if applicable)
- Custom Code Reduction Review Services (if applicable or requested)
- Data Conversion
- Technical Service for installation of the new database release and new .NET release

ACTION ITEM 6c

uSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

Migration Management Services:

Our goal is to provide your organization with the highest quality products and services during your migration, and to strive for minimal disruption to normal business operations during this process.

Migration Management Services may include, but are not limited to, the following:

- Project Management to plan, schedule and track the complete migration process
- Programming Resources to map and convert data.
- Project Management to maintain communication with client, both verbally and in writing, regarding schedules, tasks and events throughout the process.
- Project Management to schedule and manage internal resources of support, programming, technical services, and Consulting/Training.
- Technical consultation and services to assist client in assuring adequate hardware configuration for maximum performance with V7 (.NET).
- Technical services to create, ship and assist in installing the latest software application files on the server.
- Technical services to order and assist in installing the latest database manager software at the client's site.
- Technical services to copy and retrieve the existing data, migrate to V7 (.NET), then install the newly upgraded data back to the client's site.
- Scheduling and coordination of on site, classroom, or web-based Consulting/Training covering the changes in the software from V6 to V7 (.NET).
- Project Management, Programmer and Business Analyst review of third-party software integration points if applicable
- Quality Assurance Testing and Documentation
- Post Migration Transition Services.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

EXAMPLE PROJECT TIMELINE



Service Offerings 2013

Migration Project Outline

*NOTE: Project Outline assumes all available resources available in a sequential event. Depending on the inclusion of a testing phase, a migration project typically has a 10 - 18 week project run time from Planning Phase through Go-Live Phase.

Pre-Migration	Location	Responsible Agent	Project Milestone
Signed Contracts	Remote	Sales & Contracts	Yes
Migration Team Welcome Call	Remote	Sales, PM & Client	Yes
Detailed Custom Code Analysis	Remote	Programming	
Consultant Business Analyst Review	Remote	Consultant & Client	
Contracts and Questionnaire Review	Remote	Migration Team	
Project Assignment	Remote	PM	
Scheduling Call	Remote	PM & Client	Yes
Planning Phase			
Kick-off Call	Remote	PM, Consultant & Client	Yes
Project & Sales Survey Review	Remote	PM, Consultant & Client	
Hardware & Software Review	Remote	PM & Client	
Initial Programming Data Pull and Test Upgrade	Remote	Programming	
Enterprise Software Install	Remote	Programming	
Setup & Training Phase			
Live Overview (Navigation & Security)	Remote	Consultant & Client	
Programming Custom Code Rewrites	Remote	Programming	
System Configuration with Client Data (Users, Security, Test Checks & Statements)	Remote	Consultant & Client	Yes
Consultant In-House Testing	Remote	Consultant & Client	Yes
Processing Video Overviews (Module specific processes)	Remote	Client	
Parallel Phase (if necessary)			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	PM, Consultant & Client	Yes
Go-Live Phase			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	Client, Consultant, PM & Transition Services	Yes
Transition Phase			
Transition Services Weekly Calls	Remote	Transition Services & Client	Yes
Follow-up Training and Expanded Features on V7	Remote/On-site	PM, Transition Services & Client	Yes

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

Migration Consulting:

While work behind the scenes is a critical component to a successful migration, so too is the Consulting/Training your organization will receive from an accredited Springbrook trainer. Each migrating client will require varying degrees of Consulting/Training based on which version your organization is migrating from, coupled with the collection of modules actively used within your organization.

Training and Consulting Services may include, but are not limited to, the following:

- Consulting and Training services include a “train the trainer” approach so that your key staff members are well versed on how to properly use the new application for their current business processes, which in turn will allow them to train occasional or infrequent users when the need arises.
- Onsite sessions for your go-live week with experienced staff in each of the respective suites.
- Remote training sessions before and after the go-live event.
- Data validation services and assistance in securing new copies of files for initial review.
- Initial telephone conferences regarding planning and configurations, set-ups.
- Webinars on additional features.
- V7 Overview Sessions.
- Transition staff resources to augment the training and provide directed support services.

Initial Custom Code Review for this proposal

If your organization has custom solutions that Springbrook Software developed, our programming staff has conducted an initial high-level review of the custom code that we maintain on file for your organization. We have included budget figures based on the City’s custom solution(s) being re-written to operate in a V7 .NET environment. While it is our intent to continually add new standards to the application, not every custom solution written on behalf of your organization has the potential of being eliminated. For items which will require you to implement new business processes, the fees associated with the rewrite will be reallocated to services.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

Custom Code Reduction Review Services (if applicable or requested):

Springbrook understands that the customization figures associated with ongoing maintenance services may not be concrete enough for your organization to secure project and budget approval. Recognizing this, Springbrook is able to offer a detailed custom code review upon written notification that your organization would like to proceed with a migration to V7. Since customization is often material, jointly investing time in this area to identify whether standard V7 functionality delivers the same or better results, can result in reduced annual maintenance associated with custom rewrites. **There is no up-front fee for performing this service** and effectively, in a good-faith effort, Springbrook is fronting your organization services that are part of the migration management services component of quotation. Depending on the level and complexity of customization, a significant amount of effort on both of our parts may be required for a successful outcome. During the normal course of the project, all other custom code will be closely evaluated and significant emphasis will be placed on trying to utilize standard V7 functionality to eliminate as much of the custom code as possible.

For this review to be scheduled, a Springbrook Project Manager will be assigned to oversee this pre-contract component of the project. Depending upon the number of programs and level of customization, we may assign and schedule a pool of resources which could include programming staff, business analysts, trainers and consultants to completely review each custom solution and determine whether or not it is a standard function in V7 or whether an alternate means exists that delivers the same, or better result. There will likely be multiple conference calls, webinar demonstrations and emails required between our organizations and all communication will be funneled through Springbrook's assigned Project Manager to ensure the appropriate resources are scheduled, timelines met and communication conveyed to the main point of contact within your organization. For each program that may need to be rewritten, a statement of work will be generated.

Middle Tier Licensing: As part of the migration, the legacy product that utilized a Progress V9 Middle tier has been replaced by new more dynamic technology. As part of this technological change we have retired the Progress components, and concurrent V6 licenses are converted to named users for an equal number. The designations of user types on the new platform are below:

Named User (1): 1 Named users can access the system on average more than 2 hours per week.

Access Agent (1): 1 Access Agent allows up to 100 people access the system for less than 2 hours per week on average.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

Additional Migration Information:

- Migrations are managed by a Springbrook Project Manager (PM). They will act as your main point of contact for all scheduling and questions.
- The costs quoted do not include travel expenses for Springbrook staff members. The Consulting/Training for each application is fixed price. Any services that exceed scope will be formally proposed and accepted in advance in writing by City of Snohomish.
- Migrating to V7 will allow the use of Microsoft Windows, XP, Vista, Windows 7 and Windows 8 operating systems.
- There will be no increase in annual maintenance costs for the standard products/modules licensed to the organization when migrating to this new version of the application. However, standard increases may apply in accordance with the Software Maintenance Agreement (SMA). Any custom solutions that remain in place post-migration that are not currently under maintenance may be subject to maintenance post-migration.
- Any custom solutions that are currently under maintenance that are rewritten to operate in V7 may be subject to a maintenance increase (not to exceed 10% of current amount).

Next Steps

Springbrook's review of this information with your organization

After you receive this proposal, Ron Schlitzkus, Installed Account Manager, will schedule a phone appointment to explain the contents of the proposal in further detail and to answer any questions. He may also be reached at ron.schlitzkus@sprbrk.com or 1-866-256-7661 ext. 6287 or directly at 503-820-6287.

Optional Complimentary & Educational Webinars

If you, or other members of your organization, have not had the opportunity to participate in a complimentary and regularly scheduled *V7 Informational Webinar* to learn more about the features and benefits of Version 7, please visit the Client Services Center of our website at <http://www.sprbrk.com/center/index.html> to see a list of upcoming sessions or contact Kelly Nissl at kelly.nissl@sprbrk.com. Springbrook also offers personalized webinar sessions to answer specific questions for your organization. Ron Schlitzkus is available to help coordinate these personalized sessions, or sessions for other modules and services that your organization may be considering acquiring.

Executing a Migration Agreement

When your organization is ready to move forward with a migration, please execute the form below, and return pages 10 to last.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

Scheduling Your Migration

Within approximately two weeks of receiving your signed agreement, you will receive either written or verbal correspondence from a member of our Implementation Department to schedule an introduction call. Migrations are scheduled by your assigned Project Manager on a first come, first serve basis upon receipt of the signed contract. Please keep in mind that based on the time of the year, it may be six or more months before the on-site portion of the migration event takes place. In fairness to our other clients, we are unable to hold or block weeks on a calendar until we have an executed agreement in place, and detailed discussions between Springbrook's Project Manager and your assigned Project Manager have been held.

Migration Conclusion

Your original investment in Springbrook Software has been protected through the development of Version 7. With significant input from many of our clients, Springbrook has developed the next generation of software that will serve you, your stakeholders, and your constituents for many years to come. Version 7 (V7) provides an easy to deploy, easy to use and easy to access product. With the optional web-based and real-time interface modules we've introduced, your organization can also extend 24/7 service to your constituents for secure inquiry and payment options. And your employees will have the ability to remotely log time, view and print pay-stub and W2 information or complete open enrollment. We continue to solicit and implement ideas from our clients and continue to introduce new and powerful features into V7 each day. We value and thank you for your continued business and look forward to working with your team on this exciting project.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

SERVICE FEES

V6.07 to V7 (.NET) Migration Pricing for: City of Snohomish

Application/Products	Bdgt for Custom Code Rewrite	Consulting & Training
Finance Suite (GL, AP, ACH, Bank Rec, Bdgt)	\$450	\$2,300
Extended Budgeting & Forecasting		Included in FS
Standard Federal/State Reporting		Included in FS
AP Electronic Check Signature		Included in FS
Payroll		\$1,840
PR Electronic Check Signature		Included in PR
Human Resources		\$2,300
Opt'l HR Personnel Action Forms Consulting, Setup & Training		If Req'd-TBD
Miscellaneous Accounts Receivable		\$920
Central Cash Management/Point Of Sale		Included in UB
Utility Billing Suite	\$2,100	\$2,760
Service Order Request Management		Included in UB
Meter Inventory and History		Included in UB
Standard Meter Reading Interface		Included in UB
Licenses and Miscellaneous Permits		\$1,840
Building Permits and Inspections		\$1,840
Progress Report Builder for "Local Reports"		
*** NOT APPLICABLE-Crystal Reports used in .NET ***		
Sub Total Trng, Consulting and Custom ReWrite:	\$2,550	\$13,800
Migration Management & Post Migration Transition Services	\$11,000	
Pre Migration Project Management		
Detailed Custom Code Analysis		
Pre-Training Prep., Testing, Data Validation & Quality Assurance		
Technical and Network Services		
Post Migration Project Mgt & Transition Services		
Sub Total Project & Migration Mgt. Related Services:	\$11,000	
		\$0
Total Estimated Project Costs	\$27,350	

20 - Existing Concurrent Users will be Upgraded to an Equal Number of Named Users and/or Devices

Consulting and Training portion of this quotes includes on-site and remote services provided by Springbrook. On-site Consulting portion of these quote assumes a one week go-live event unless otherwise noted on the quote. If both the client and Springbrook determine and mutually agree that additional time is required, a change order will be completed. Your agency will not be invoiced for any additional time without pre-approval. Training/Consulting Estimate does not include travel time or expenses.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

CUSTOM CODE

City of Snohomish						
Description of Custom Code to be ReWritten (If Required)						
Location	Description	V7 Analysis	Prog Estimate	Hours	Suggestion	
Accounts Payable						
AP > Computer Checks > Export	Positive Pay file for Bank of America	Must be retained as custom.		3	Retain	\$450.00
Utility Billing						
UB > Meter Readings > Export	Replaces the Read Direction value from "C" to "L"	Must be retained as custom if that is still the value they need to export.		2	Retain	\$300.00
UB > Meter Readings > Export	Updates the Meter Type to "P" if the Manufacturer is "Neptune" and the Meter Type is "B"	Must be retained as custom if that is still the value they need to export.		2	Retain	\$300.00
UB > Past Dues > Statement	Prints 3 to a page instead of 2 and a duplicate copy for every unit attached to the account.	I think that the duplicate copy for every unit can be taken care of with Bill To's but that will require a bit of setup for that to work. To keep it as 3 to a page though will need to be retained.		4	Retain	\$600.00
UB > Custom > Import Garbage	Creates billing records for an open Billing batch to bill for additional garbage pickup fees. They only do this once a month. These extra charges are also taxable based on a tax code entered prior to the import being activated. Billing items from the import show up under the Garbage service as a line item	Must be retained as custom if that is still something they need to charge for.		6	Retain	\$900.00
GRAND TOTAL ALL CUSTOM				17.00		\$2,550.00

*N/A - Assumes that V7 standard functionality will replace this item. If Client elects to retain, we will provide custom bid once the project is underway.

* Note: During the Migration Springbrook will work with you to operate your business in the V7 environment using standard features and functions, thus eliminating custom code wherever possible. In the event that we are able to eliminate custom code, dollar values quoted will be used for consulting on alternative business practices or training, within 60 days of Go-Live.

** Note: Using feedback from many customers, Springbrook understands that during the initial Consulting/Training many clients are only able to dedicate resources to getting the V7 required features live. Because of this they have been unable to learn all the new value added features available to improve business efficiencies and leverage the full functionality of their new solution. This Post Go-Live Review and Consulting/Training will be provided within 60 days after Go-Live and includes a review of how your staff is currently utilizing V7 as well as Consulting on the new features and functions in V7.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3

PAYMENT TERMS

City of Snohomish

<u>Training, Consulting & Migration Management Services</u>	<u>Amount Due</u>
2% Trng/Migration Mgt. deposit will be invoiced & due 30 days within receipt of agreement*	\$ 547
13% Trng/Migration Mgt. Invoiced & due by June 15, 2015	\$ 3,556
25% Trng/Migration Mgt. Invoiced & due by Aug15, 2015	\$ 6,838
25% Trng/Migration Mgt Invoiced & due on July 15, 2016	\$ 6,838
25% Trng/Migration Mgt Invoiced & due on July 15, 2017	\$ 6,838
10% Rem Balance of Trng/Migration Management invoiced & due on July 15, 2018	\$ 2,735
Sub-Total Training, Consulting, Migration Mgt, DB Licenses:	\$ 27,350
 GRAND TOTAL:	 \$ 27,350

* To expedite scheduling, consider returning signed Agreement as soon as possible. Upon receipt, Springbrook will generate an invoice for the deposit. Once the deposit is received, a Springbrook Project Manager will be assigned who will contact you to schedule the migration event.

*Total Project Costs do not include Travel and Travel expenses.

This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents. The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Vendor: Springbrook Software, Inc.

Client: City of Snohomish, WA

By: DocuSigned by:
Tim Rosener
CD69FADB732843A

By: _____

Name (Print): Tim Rosener

Name (Print) Larry Bauman

Title: Vice President, Business Development

Title: City Manager

Date: 11/13/2014

Date: _____

**SPRINGBROOK SOFTWARE
VERSION SEVEN MIGRATION AGREEMENT**

This Agreement sets forth additional terms and conditions applicable to Version Seven, Licensed Software Products purchased by the City of Snohomish, WA (Client) from Springbrook Software (Vendor). Version Seven is categorized as a new product by the Vendor. This agreement sets the terms and conditions of the exchange of Version Five & Six product licenses and services for Version Seven product licenses and services and their associated maintenance agreements. This agreement is intended to supplement current licensing and maintenance agreements in effect between the Client and the Vendor, in the event that term or condition in this agreement is in conflict with a previous agreement, this agreement shall prevail.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

(Migration Management Services) Migration Management Services are professional services provided to the client as defined in section 5.1.

(Migration Consulting) Migration Consulting are professional services provided by the vendor as defined in section 5.3

(Client Trainer (s)) An Individual or group of individuals employed by the Client (Maximum of 3) that Vendor will train on the use of the products and services covered by this agreement. Client Trainer(s) will be responsible for training the remaining staff in the Client environment.

(Client Project Manager) A Project Manager appointed by the client that will act as a single point of coordination and management for tasks that are the responsibility of the client to perform as a part of this agreement. Client Project manager will coordinate activities with the Vendor Project Manager.

(Vendor Project Manager) A Project Manager assigned by the Vendor to coordinate and manage the overall implementation of products and services covered by this agreement. Vendor Project Manager will manage vendor resources and coordinate with Client Project Manager to ensure that client resources are being allocated to project tasks as required.

(Fees) will have the meaning set forth in section 3.

(Remote Services) Remote Services means services performed by the Vendor at the Vendor place of business with Client at Client's place of business.

(On-Site Services) On-Site Services means services performed by the Vendor and the Clients Place of business.

(Concurrent Users) are defined as the number of users that can simultaneously access the Vendor software at the same time.

(Named Users) are defined as Specific users that are granted access to the Vendor Software. These Licenses are assigned to specific individuals and cannot be shared. Named users are users that need more than two hours a week of access to the Vendor Software.

(Progress Access Agents) are defined as a license for casual users to access the Vendor System.

(Casual Users) are defined as users who access the vendor software less than two hours a week.

(Change Order) is defined as any change to the scope of services of this agreement that is agreed to by both parties. A Change Order could include but is not limited to; additional on-site consulting; additional modules; custom programming and development or services not contemplated by this agreement or the appropriate order form. Change Orders are subject to applicable Fees.

(Progress Report Writer) is a third party proprietary custom report writing tool use to create client custom reports. Reports created with this tool in Progress Version 9 are referred to as "Local Reports".

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client including:

(a) Implementing products and services as defined in the appropriate order form.

(b) Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service or product provider.

(c) Client understands that all Products purchased by the Client as part of this agreement are provided as is. Any Client specific changes (Custom) to the Products will require a Change Order.

(d) Client understands that products and services provided under this agreement are intended to migrate existing business processes and procedures to Version Seven product line. Client understands that if it intended to implement new features and services that it has not previously used that additional professional service fees may apply. Any additional services must be pre-approved by both parties in advance.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees for those Products purchased by Client, as set forth in the applicable Order Form(s) or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel and related expenses incurred in the performance of Professional Services. All Fees are non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, suspend client's right to use any product under this Agreement if Client fails to remit any payment when due, as defined in the appropriate order form, within ten (10) days after receiving written notice from Vendor that payment is past due.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the

Vendor is assessed taxes related to services provided under this Agreement. Client will be responsible for, and will reimburse the vendor. For the purpose of this section, reimbursement of taxes shall be considered a payment and will be subject to the terms and conditions set forth in section 3.

4 PRODUCT LICENSING

4.1 Vendor Products

Client is exchanging Version Six licenses for Version Seven Licenses as defined in the appropriate Order Form.

4.2 Third Party Products Provided By Vendor.

(a) Client is exchanging Progress Version 9 licenses for Progress Version 10 Licenses. Unless Client is already using Progress Version 10.

(b) For each Progress 9 Concurrent User, client will receive a Progress 10 Named User license.

(c) Client may be provided Progress Access Agents for a fee as required to support Casual Users as defined in the appropriate order form.

(d) A minimum of Five Progress Named User Licenses is required. If Client currently does not have Five Concurrent License, client will be required to purchase additional licenses.

(e) If Client wishes to change the database platform being used, additional costs will apply and Client will be required to complete a Change Order.

(f) Client understands that the Report Writer Feature of Progress was retired in Progress Version 10. Vendor is not providing a migration path for reports written by Client utilizing Progress Report Writer.

5 VENDOR RESPONSIBILITIES

5.1 Migration Management Services

Migration Management Services include the following Remote Services:

(a) Vendor Project Manager to plan, schedule and track the complete migration process.

(b) Migration of applicable client data to new products.

(c) Project Management to maintain communication with Client Project Manager, both verbally and in writing, regarding schedules, tasks and events throughout the process.

(d) Project Management to schedule and manage Vendor resources including: support, programming, technical services, and consulting.

(e) Technical consultation and services to assist client in assuring adequate hardware configuration.

(f) Technical services to install Vendor products on Client servers.

(g) Technical services to assist in the migration of client data to new environment.

(h) Scheduling and coordination of on-site, classroom, or Internet training covering new software

(i) Scheduling and coordination of training for financial applications, utility billing applications, land management and ancillary applications. This training may occur on different dates and be performed by different consultants.

(j) Project Management and Business Analyst review of existing and custom forms

(k) Project Management and Business Analyst review of existing Reports including and "Local" Reports that may have been modified using Progress Report Writer

(l) Project Management and Business Analyst review of existing Process Flow

(m) Project Management, Programmer and Business Analyst review for Custom Code Reduction if applicable

(n) Project Management, Programmer and Business Analyst review of third-party software integration points if applicable.

5.2 CUSTOM CODE RE-WRITE

Based on the results of the Custom Code Review, and with mutual approval by both parties vendor will re-write custom to run on the Version Seven products as defined in the appropriate Order Form.

5.3 Migration Consulting

Migration Management Services include On-Site Services and Remote Services. The services are comprised of but not limited to the following:

(a) Custom Code review will be conducted to evaluating current client custom code with the goal of reducing the need for said code in new environment.

(b) Review of new software and changes between new environment and old environment.

(c) Recommendations to Client on best practices associated with use of the new products.

(d) Client specific training on use of products and services. Training is limited to features and functionality that client is currently using in the old environment as applied to new environment.

(e) Vendor takes a "Train the Trainer" approach to training activities associated with the services provided under this section, for that purpose, all services provided to the client under this section will be provided to the Client Trainer(s).

6 CLIENT RESPONSIBILITIES

6.1 Migration Scheduling

(a) Client will participate in the Scheduling session to determine the Migration Schedule and schedule training and consulting dates.

(b) Client will approve in writing the mutually agreed to schedule. Client schedule change requests after approval will require a Change Order.

6.2 Access

(a) Client will provide administrative level access to servers and other equipment as requested by Vendor to facilitate the services being rendered by the Vendor under this agreement.

(b) Client will provide training and meeting facilities as defined by Vendor, at the client location to accommodate Vendor and Client staff.

6.3 Custom Code Documentation and v7 Analysis

(a) Client will participate in Custom Code Review meetings.

(b) Client will require that personnel with the authority to make decisions about the exclusion or inclusion of custom code are at all meetings.

(c) Client will provide written sign off and acknowledgement of decisions made regarding custom code inclusion or reduction prior to the migration. Written acknowledgement will be considered part of the Statement of work, and any alterations made after the project (Kick off) will require a change order, be subject to applicable fees, and will be considered outside of the timeline and scope of the project.

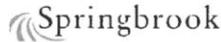
6.4 Review of New Environment and legacy Environment differences (Gap Analysis).

(a) Client will participate in (Gap Analysis) Review meetings.

(b) Client will require that personnel with the authority to make decisions about how Gap Analysis items are integrated into Clients Business Environment are at all meetings.

ACTION ITEM 6c

DocuSign Envelope ID: A88369CC-C22F-401E-BCEA-337E78E074D3



CONTRACT | 2014

(c) Client agrees and understands that it is purchasing a new product and that features and functionality in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that software provided meets their needs.

(d) Client agrees and understands that changes to standard functionality are considered custom requests and will require a change order.

6.5 V7 Software Installation

Client will make their information technology staff available as requested by Vendor Project Manager to facilitate the installation of software.

6.6 V7 Standard Reports Review

(a) Client will participate in Standard Report Review meetings.

(b) Client will require that personnel with the authority to make decisions about reporting and the appropriateness of reports being provided are in all meetings.

(c) Client will be required to approve all reports and confirm that reporting requirements are being met.

(d) Client agrees and understands that it is purchasing a new product and that standard reports in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that reports provided meet their needs.

(e) Client agrees and understands that changes to reports are considered custom requests and will require a change order.

6.7 V7 Application Overview Session

Client will participate in Application Overview Session, with at least one Client Trainer.

6.8 Third Party Product Interfaces

(a) Client will notify, at the beginning of the project, Vendor Project Manager of all third party interfaces between Vendor Products and other products or services not provided by Vendor.

(b) Client understands that interfaces not previously purchased by Client from Vendor and interfaces that are not current on annual maintenance will require a Change Order to be completed.

(c) Session will consist of review of converted data per module between trainer and client.

6.9 Go-Live Session

(a) Client Project Manager will work with Vendor Client Manager to schedule the Go-Live Conversion.

(b) Depending on size of Client database, client will be required to schedule 2 to 4 days of downtime to accommodate the conversion of data prior to the go-live session.

(c) Client will make appropriate staff available during the go-live session.

(d) Client will be prepared and have appropriate staff available to validate that the conversion and the new software meets their requirements as defined by this agreement.

(e) Software Consultant will be on-site for this session.

7 ENTIRE AGREEMENT

This Agreement is a supplement to the terms and conditions set forth in clients licensing and maintenance agreement in effect with Vendor. Notwithstanding any other agreement in the event that a term or condition in this agreement conflicts with any previous agreement this agreement will prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

DocuSigned by:
Vendor: Tim Rosemer
By: CD89FADB732843A
Name (Print): Tim Rosemer
Title: EVP Corporate Development
Date: 11/13/2014

Client: City of Snohomish, WA
By: _____
Name (Print): Larry Bauman
Title: City Manager
Date: _____

ACTION ITEM 6d

Date: December 2, 2014
To: City Council
From: Larry Bauman, City Manager
Subject: **Approval of Agreement with the Snohomish County Prosecutor for Misdemeanor Prosecution Services**

The purpose of this item is for the City Council to consider approval of a proposed professional services agreement with the Snohomish County Prosecutor's Office for the prosecution of City misdemeanor and gross misdemeanor offenses.

BACKGROUND: The City is required to provide a prosecutor for those defendants who are booked for all types of misdemeanor offenses. These cases are currently tried in Evergreen District Court located in Monroe.

ANALYSIS: Since 2011, the City has been represented by the private law firm of Zachor and Thomas whose offices are located in Edmonds. A high level of turnover of assigned prosecutors from this firm has been one of the challenges in receiving effective, ongoing service from this firm. The City's current agreement with this firm requires a flat fee of \$6,500 per month for services, with annual costs of approximately \$78,000.

The proposed agreement with the County Prosecutor's Office is not based on a flat fee but instead based on fees for cases assigned. These fees are proposed as follows:

- Prosecution of Driving Under the Influence (DUI) Cases --\$176.02 per case
- Prosecution of Domestic Violence Cases--\$176.02 per case
- Prosecution of other misdemeanor or gross misdemeanor cases--\$70.42 per case
- Case review of misdemeanor or gross misdemeanor cases when no charges are filed--\$70.42 per case
- Rules of Appeal for Decisions of Courts of Limited Jurisdiction (RALJ appeals)--\$1,479.19 per case

One key difference regarding proposed services from the County Prosecutor's Office is that their office has adopted a policy to generally not file cases of Driving While License Suspended 3 (DWLS 3), which is the lowest level of misdemeanor crime that can be charged when a police officer discovers a driver is driving a vehicle while his or her license has been suspended by court action. In addressing these offenses, the City's police officers would have the option instead of citing the offending motorist with an infraction for no driver's license (a \$124 fine). There are, however, always exceptions to the general rule. The County Prosecutor's Office will file No Valid Operator License (NVOL) and DWLS 3 when there are exceptional circumstances. The attached referral checklist explains the exceptional circumstances.

ACTION ITEM 6d

While case volumes may vary from year to year, making a clear cost comparison somewhat less accurate, it is expected that the agreement with Snohomish County would result in cost savings for this aspect of criminal justice services. Even if the City's misdemeanor cases were to exceed 400 per year (about 50 cases more than projected for 2014), the fees proposed by the County would result in annual costs of approximately \$42,000 compared to the current annual contract fees of approximately \$78,000.

The quality of services to be provided by the County is also expected to be improved in comparison to the current agreement due to the fact that County Prosecutors are not likely to change with the pace that has been recently experienced by the City with the current service agreement. This is a valuable change also in respect with the proposed shift to indigent public defense to be provided by the Snohomish County Public Defenders Association, with whom the County Prosecutor's Office has worked closely for many years. As the officers of the City's Police Department generally also have longer experience in working with the County Prosecutor's Office, this too is seen as a potential improvement for our criminal justice system.

If adopted by the City Council, the new agreement must be first approved by the Snohomish County Council and would likely go into effect in early 2015 and continue through December 31, 2017. The agreement would continue through the end of 2015 and would be automatically extended for one-year terms unless terminated by a 60-day written notice from either the County or the City.

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council **AUTHORIZE** the City Manager to execute the agreement with Snohomish County for the prosecution of City misdemeanor defendants.

ATTACHMENTS:

- A. Interlocal Agreement for prosecution services with Snohomish County
- B. Snohomish County Prosecutor DWLS 3 / NVOL Referral Checklist

ACTION ITEM 6d

ATTACHMENT A

**INTERLOCAL AGREEMENT
FOR MISDEMEANOR PROSECUTION SERVICES**

THIS AGREEMENT, entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the COUNTY), and the City of Snohomish (hereinafter referred to as the CITY), a municipal corporation of the State of Washington.

WHEREAS, RCW 39.34.180 provides that each county, city and town is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions and authorizes counties, cities and towns to enter into interlocal agreements with each other pursuant to Chapter 39.34 RCW to carry out those responsibilities, and

WHEREAS, the parties desire to enter into an agreement whereby the COUNTY will provide misdemeanor and gross misdemeanor prosecution services to the CITY to enable the CITY to carry out its responsibility for such prosecutions.

NOW THEREFORE, the COUNTY and the CITY mutually agree as follows:

Section 1. Prosecution Services.

- 1.1 The COUNTY, through the Snohomish County Prosecuting Attorney's Office, shall render prosecution services under this Agreement in the same manner as is customarily undertaken by the COUNTY with regard to crimes committed in unincorporated Snohomish County. The COUNTY will provide the CITY the following prosecution services for misdemeanors and gross misdemeanors committed within the city limits:
- (a) For all Washington State misdemeanors and gross misdemeanors that CITY law enforcement officers refer to the COUNTY under this Agreement, the COUNTY will review each referral and determine whether the same will be charged. In those instances where the law enforcement referral is charged, the COUNTY will prosecute the same through final disposition.
 - (b) For all CITY misdemeanors and gross misdemeanors that CITY law enforcement officers refer to the COUNTY under this Agreement, the COUNTY will review the same. The COUNTY will only charge the same upon agreement between the CITY and COUNTY. Where the parties agree that a referral should be charged under this provision, the COUNTY will prosecute the same through final disposition; provided however, in those instances where a CITY crime is charged, the CITY shall appoint the deputy prosecuting attorney assigned to prosecute the

ACTION ITEM 6d

case as a special city attorney with full authority to act on behalf of the CITY in such prosecution.

- (c) The COUNTY will be available throughout prosecution to address CITY questions or concerns related to said prosecution.
- (d) The COUNTY will meet as available, at the CITY's request, to discuss matters related to performance of this agreement.

Section 2. Compensation.

- 2.1 In consideration of the services provided by the COUNTY described in paragraph 1, the CITY shall compensate the COUNTY at the following rates:

2015 Rates

- (a) Prosecution of DUI Cases -- \$176.02 per case;
 - (b) Prosecution of domestic violence cases -- \$176.02 per case;
 - (c) Prosecution of other misdemeanor or gross misdemeanor cases -- \$70.42 per case;
 - (d) Case review of misdemeanor or gross misdemeanor cases when no charges are issued -- \$70.42 per case;
 - (e) RALJ appeal -- \$1,479.19 per case.
- 2.2 The CITY will be billed quarterly for the number of cases prosecuted and reviewed for the quarter multiplied by the applicable rate set forth in paragraph 2.1, subject to the rate adjustments set forth in paragraph 2.4.
- 2.3 Payments shall be made on a quarterly basis in accordance with the following schedule:
- First quarterly payment due April 30.
 - Second quarterly payment due July 31.
 - Third quarterly payment due October 31.
 - Fourth quarterly payment due January 31.
- 2.4 Rate Adjustments.
- (a) Effective January 1, 2015, and on January 1 of each successive year, the rates shall be the prior year's rates increased by the amount of the increase in the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Metropolitan Area for the period from July of the previous calendar year to June of the calendar year just concluded or the cost of living adjustment granted by Snohomish County to its employees subject to the collective bargaining agreement between the County and the Washington State Council of County and City Employees Prosecutor's Criminal Deputy Unit (Local 1811-PA) for the current calendar year, whichever is lower. The percent increase in the rates shall in no event exceed 3.5% per year.
 - (b) The COUNTY will review the fees during 2015 and will provide notice to the CITY by December 31, 2015, of any proposed increase in the fees based upon that review.

ACTION ITEM 6d

Section 3. Duration.

This Agreement shall govern services from January 1, 2015, through December 31, 2015, and shall automatically be renewed from year to year thereafter unless terminated as provided in Section 4, PROVIDED that the COUNTY'S obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this agreement in accordance with applicable laws and the Snohomish County Charter.

Section 4. Termination.

Either Party may terminate this contract upon sixty (60) days' written notice to the other party as provided in Section 12 of this agreement.

Section 5. Quarterly Case Reports.

The COUNTY will provide the CITY detailed quarterly reports of the number of cases handled, including cases prosecuted and cases for which prosecution was declined following review by the Prosecuting Attorney. The quarterly reports will indicate defendant name, case number, case type, disposition, and the fee for each case.

Section 6. Training.

The COUNTY, through the Prosecuting Attorney, will provide training for CITY police officers annually at a mutually agreeable time, if requested by the CITY. This training shall include case-law updates and preparation for in-court testimony. Training sessions may be combined with those for other cities, at the COUNTY'S discretion. Compensation provided by the CITY pursuant to Section 2 shall be deemed to include the cost of training.

Section 7. Annual Policy Review.

The parties agree to conduct an annual review of policy issues that may arise in carrying out this Agreement. Any changes to this Agreement resulting from such policy reviews will be made by amendment to this Agreement as provided in Section 14.

Section 8. Non-Exclusive.

The COUNTY acknowledges that the CITY is free to engage their own legal representative to prosecute any cases. The CITY agrees to pay the COUNTY the full fee for each case if any work is performed prior to the date of transfer of cases subject to the terms of this Agreement. The CITY may transfer any new case to another legal representative for prosecution without written notification. Existing cases transferred must have written notice by the Chief of Police to the Chief Criminal Deputy prior to the transfer.

ACTION ITEM 6d

Section 9. Indemnification/Hold Harmless.

Each party agrees to indemnify, defend, and hold harmless the other party, its elected and appointed officials, officers, agents, and employees from any and all costs, claims, judgments or awards of damages, which may be made against them arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the party, its officers, employees or agents. The indemnification provided for in this Section with respect to acts or omissions during the term of this agreement shall survive termination or expiration of this agreement.

Section 10. Records and Inspections.

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three years after termination.

Section 11. Administration.

The CITY and the COUNTY shall each designate representatives for the purpose of administering this Agreement, and each shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon written notice to the other.

Section 12. Notices.

- (a) All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by registered mail to the Executive of the COUNTY.
- (b) All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by registered mail to the Mayor of the CITY.

Section 13. Property.

No property shall be acquired for joint use pursuant to this Agreement.

Section 14. Modification/Amendment.

This Agreement may not be modified orally. Any amendment or modification of this Agreement must be made in writing with the same formalities as are required for execution of this Agreement.

Section 15. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this interlocal agreement must be brought in Snohomish County, Washington.

ACTION ITEM 6d

ATTACHMENT B

Stemler, Tricia

From: Stemler, Tricia
Sent: Friday, February 08, 2013 10:58 AM
To: ARLINGTON - Chief Nelson Beazley; BNSF - Chief Greg Sandsnes; BOTHELL - Chief Carol Cummings; BRIER - Chief Don Lane; DARRINGTON - Sgt. Monte Beaton; EDMONDS - Chief Al Compaan; EVERETT - Chief Kathy Atwood; Flood, John; GOLD BAR - Sgt. David Casey; GRANITE FALLS - Chief Dennis Tayler; LAKE STEVENS - Interim Chief Daniel Lorentzen; LYNNWOOD - Chief Steven Jensen; MARYSVILLE - Chief Richard L. Smith; MILL CREEK - Chief Bob Crannell; MONROE - Chief Timothy Quenzer; MOUNTLAKE TERRACE - Chief Greg Wilson; MUKILTEO - Chief Rex Caldwell; SAUK - SUIATTLE - Chief Steven Laberta; SCSO - Sheriff John Lovick; STANWOOD - Chief Rick Hawkins; STILLAGUAMISH - Chief Joe Orford; SULTAN - Chief - Lt. Jeff Brand; TULALIP TRIBAL - Chief Rance Suttin; WOODWAY - Chief Doug Hansen; WSP - Capt. Jeff Sass; Adams, Michelle-LynnwoodPD; Cashen, Laurie-WSP; Cavagnaro, Joan; Dan Templeman; Davis, Tom-SCSO; Deppa, Wes-LynnwoodPD; DeWitt, Brian-ArlingtonPD; Dittoe, Steve-SCSO; Ken Neaville; Lineberry, Greg-EverettPD; Lorentzen, Dan-LakeStevensPD; Manser, Karen-LynnwoodPD; McCaul, Craig-MountlakeTerracePD; McCoy, Scott-WSP; Nelson, Jim-LynnwoodPD; Orcutt, Mindy-MonroePD; Prentiss, Kevin; Quintrall, Terry-ArlingtonPD; Rider, Steve-LynnwoodPD; Russell, Alicia-EverettPD; Simon, Henry-BothellPD; Stanifer, Bryan-LynnwoodPD; Steichen, Chuck-LynnwoodPD; Taylor, Beth; Ubert, Julie-LakeStevensPD; Vanderwalker, Margaret-MarysvillePD; Acting Captain Ken Seuberlich; Acting Captain Mike Johnson; Alan Nelson; Amy Collins; Angie Madsen; Anne Foreman; Assistant Chief Jim Lawless; Beaton, Monte; Beth Menstell; Bontrager, Gary; Brand, Jeffrey; Bridget Hamilton; Capt. Drew C. Nielsen; Cherise Bromberg; Chris Leyda; Cindy Thomas; Commander Don Duncan (MLT); Debbie Willis, Admin Director; Debra Sousa; Dept of Fish and Wildlife; Deputy Chief Ken Ginnard; Det. Sgt. Bob Barker; Det. Sgt. Damian Smith; Det. Sgt. Mike Haynes; Diana Vanderschel; Donica Johnson; Elmer Brown; Glenda Duran; Gonshorowski, Julie; Hawkins, Richard; Investigator John Padilla; Jennifer Short; Jenny Merritt; Jeske, Douglas; Johanna Lee; Johnson, Susanna; Lang, Kathi; Laura Clarke; Loralie Carlson; Lorelei Ranney; Lt. Doug Pendergrass; Lt. Jeff Beazizo; Lt. Jeff Goldman; Lt. Kate Miyasato; Lubrin, Vicki; Makela, Mikael; Martin, Robert; Mickie Halverson; Mike Bard; Mike Hobbs, Captain; Mike McGinnis; Olafson, Ted; Oliver, Kathryn; Patrol (Operations) Captain Bryan Keller; Patton, Rich; Paula Crouch (Granite Falls PD); Peggy Girard; Pulver, Bruce; Rebecca Guillen; Richardson, Mark; Richardson, Mindy; Robert Coulter, Capt.; Sandra Albertson; Sandy Newgard; Sgt. Cindy Chessie; Sgt. Clint Beck; Sgt. Greg Erwin; Sgt. Kate Hamilton; Sgt. Steve Fanning; Sherri L. Simonson; Slack, Pat; Speyer, Brent; Tammy Custer, Record Specialist; WA State Gambling Comm

Subject: DWLS 3 and NVOL Referrals
Attachments: DWLS Checklist.docx

You probably are already aware that due to the lack of resources, our office is generally not filing a criminal case when the charge is No Valid Operator License (NVOL) or Driving While License Suspended in the Third Degree (DWLS 3) and that we had previously requested police agencies not refer those types of cases to our office. Instead, we had indicated you should cite the offender with an appropriate civil infraction.

There are; however, always exceptions to the general rule. Our office will file NVOL or DWLS 3 when there are exceptional circumstances. If so, your Officers will need to complete the attached checklist – identifying those exception(s) - and include it with the referral. **We will be starting this new process as of Monday, February 25th.** From that date forward, if our office receives a referral for a NVOL only or DWLS 3 only offense but it does not include the checklist –we will not be opening or reviewing the referral.

Please review the attached checklist for additional information regarding this matter.

If you have any questions – please feel free to contact me. If I am unable to answer your question, I will forward you on to the lead DPA in our District Court Unit, Hal Hupp.

Have a good day!

ACTION ITEM 6d

Thanks~

Tricia

Tricia Stemler
Criminal Justice Services Manager/
Law Enforcement Liaison
☎☎☎ Snohomish County Prosecutor's Office
3000 Rockefeller Avenue, MS 504
Everett, WA 98201
☎: (425) 388-3967
Fax: (425) 388-3083
✉: tstemler@co.snohomish.wa.us

CONFIDENTIALITY STATEMENT

This message may contain information that is protected by the attorney-client privilege and/or work product privilege. If this message was sent to you in error, any use, disclosure or distribution of its contents is prohibited. If you receive this message in error, please contact me at the telephone number or e-mail address listed above and delete this message without printing, copying, or forwarding it. Thank you.

ACTION ITEM 6d



**Snohomish County
Prosecuting Attorney
Mark K. Roe**

Criminal Division
Joan T. Cavagnaro, Chief Deputy
Mission Building, MS 504.
3000 Rockefeller Ave.
Everett, WA 98201-4060
(425) 388-3333
Fax (425) 388-3572

DWLS 3/NVOL Referral Checklist

Due to lack of resources, the Prosecutor's Office generally is not filing a criminal case when the charge is No Valid Operator License or Driving While License Suspended in the Third Degree. We request that police agencies do not refer NVOL and DWLS 3 cases to this office, and instead, cite the offender with an appropriate civil infraction.

There are always exceptions to the general rule. The Prosecutor's Office *will* file NVOL or DWLS 3 when there are exceptional circumstances.

Due to resource constraints, the Prosecutor's Office no longer will open a file if the referred crime is only DWLS 3 or only NVOL, unless this checklist identifying the exceptional circumstance is completed and attached to the front of the referral.

If the checklist is not attached to the front of the referral, the referral will not be opened or reviewed by our office. We want to work as efficiently and as hard as we can on the cases we are able to prosecute and this checklist will save us time and money. Thank you for your understanding.

This is a referral for the *sole crime* of NVOL or the *sole crime* of DWLS 3. The exceptional circumstances in this case are (*check all that apply*):

- 10 or more prior DWLS convictions;
- Prior Vehicular Assault conviction;
- Prior Vehicular Homicide conviction;
- Prior Attempting to Elude a Pursuing Police Vehicle conviction;
- Prior Hit & Run (Death) conviction;
- The defendant was abusive towards the LEO, as described in the attached report;
- The defendant demonstrated a blatant disrespect or disregard for the laws of the State of Washington and/or those who enforce the laws of the State of Washington, as described in the attached report; and/or
- A charge should be filed due to other exceptional circumstances, summarized below:

DISCUSSION ITEM 7

Date: December 2, 2014
To: City Council
From: John Flood, Police Chief
Subject: **Police Quarterly Report**

PURPOSE: The purpose of this agenda item is to provide Council with an update of law enforcement activity for the third quarter of 2014. This is the third of four presentations Council will receive throughout the year highlighting items relative to public safety and quality of life. Staff welcomes Council feedback regarding content and format.

A brief analysis of the numbers for the third quarter of 2014 as compared to the third quarter of 2013 shows the following information:

CALLS FOR SERVICE

Dispatched	5% decline
Self-Initiated	31% increase
Calls / Officer	7% increase

PROPERTY CRIME

Burglary	23% decline
Malicious Mischief	12% increase
Theft	47% increase
Vehicle Theft	9% increase
Vehicle Prowl	100% decrease
Prowl	100% increase

HIGHLIGHTED CRIMES

Assault	58% decrease
Domestic Violence	16% decrease

TRAFFIC INCIDENTS

Collisions	16% decrease
DUI	25% increase
Traffic Complaints	28% decrease

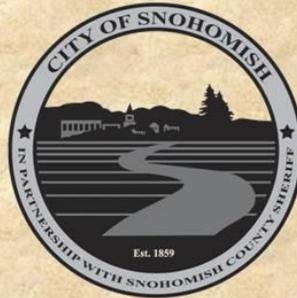
STRATEGIC PLAN REFERENCE: Not specifically applicable. This item responds generally to the full scope of the plan.

RECOMMENDATION: None

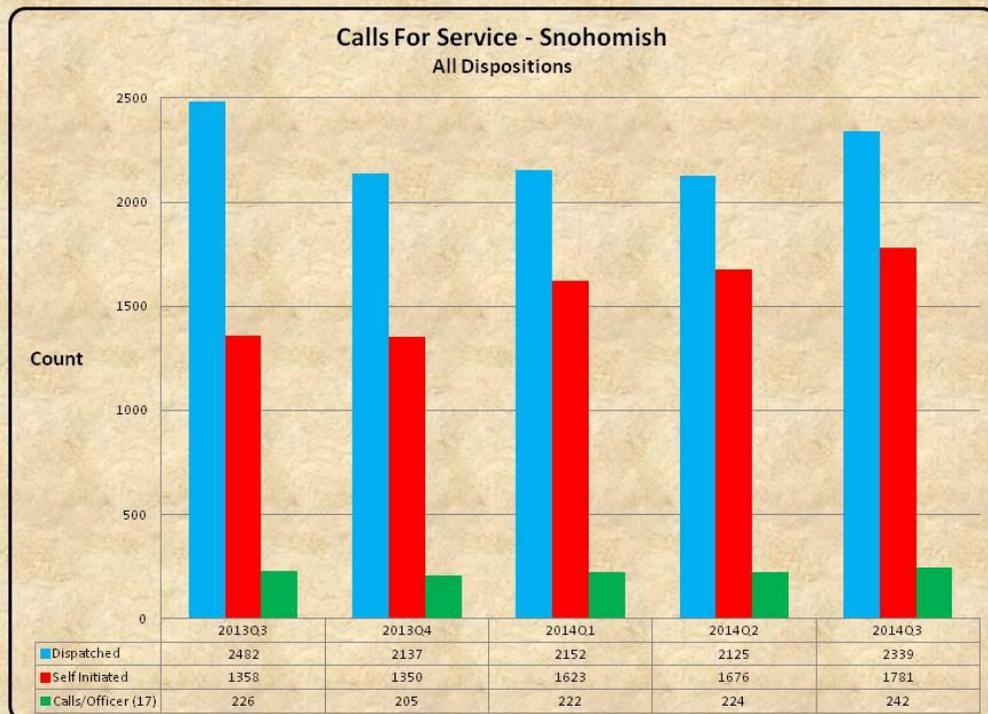
ATTACHMENT: Police Quarterly Report

DISCUSSION ITEM 7

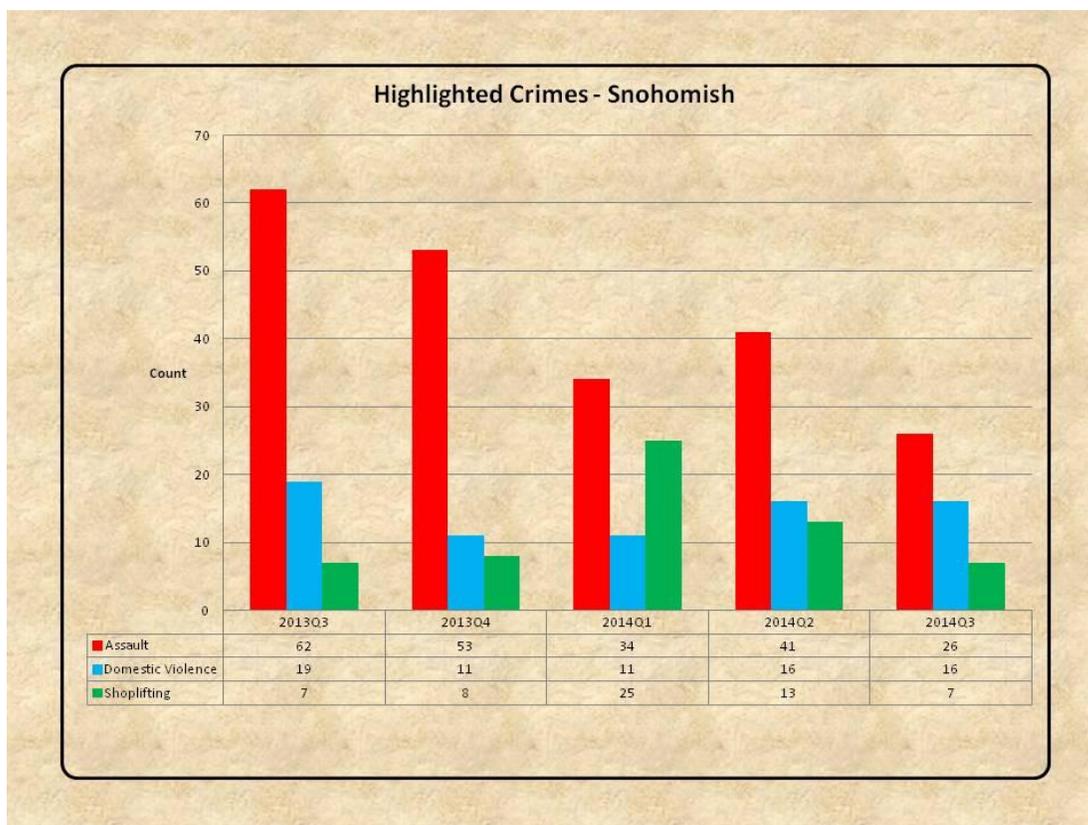
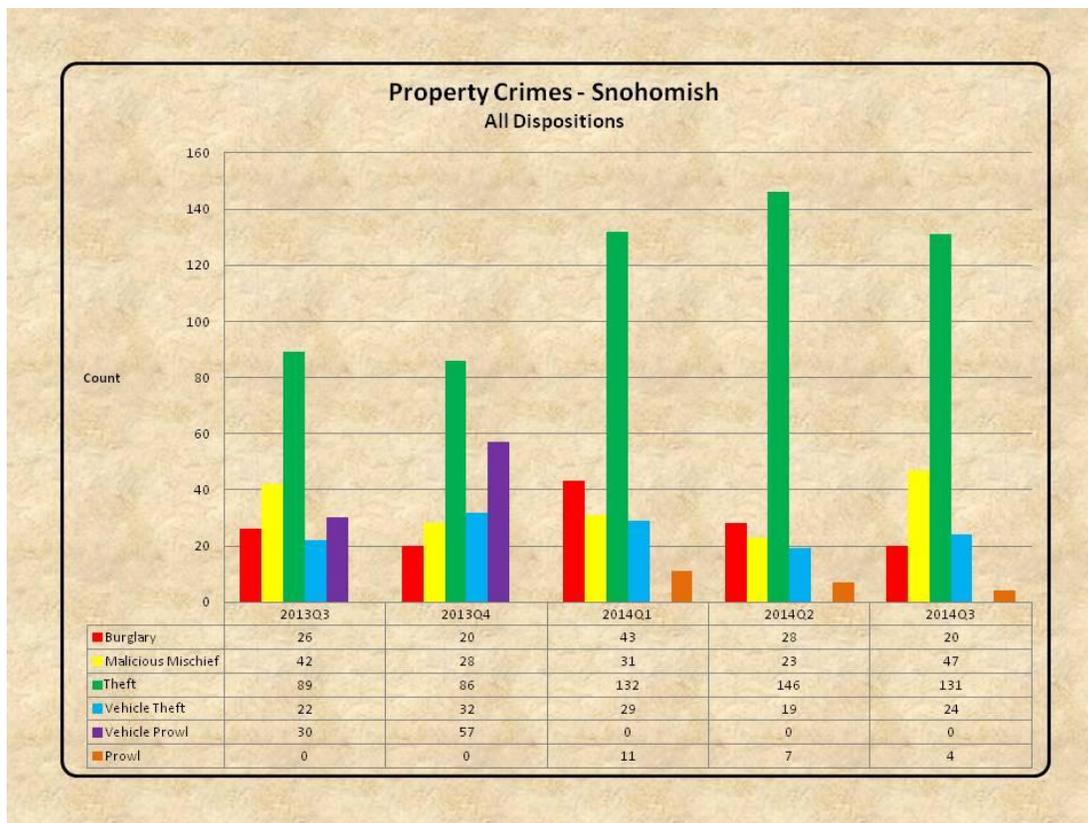
*Snohomish Police
Third Quarter 2014 Report
Presented By Chief John Flood*



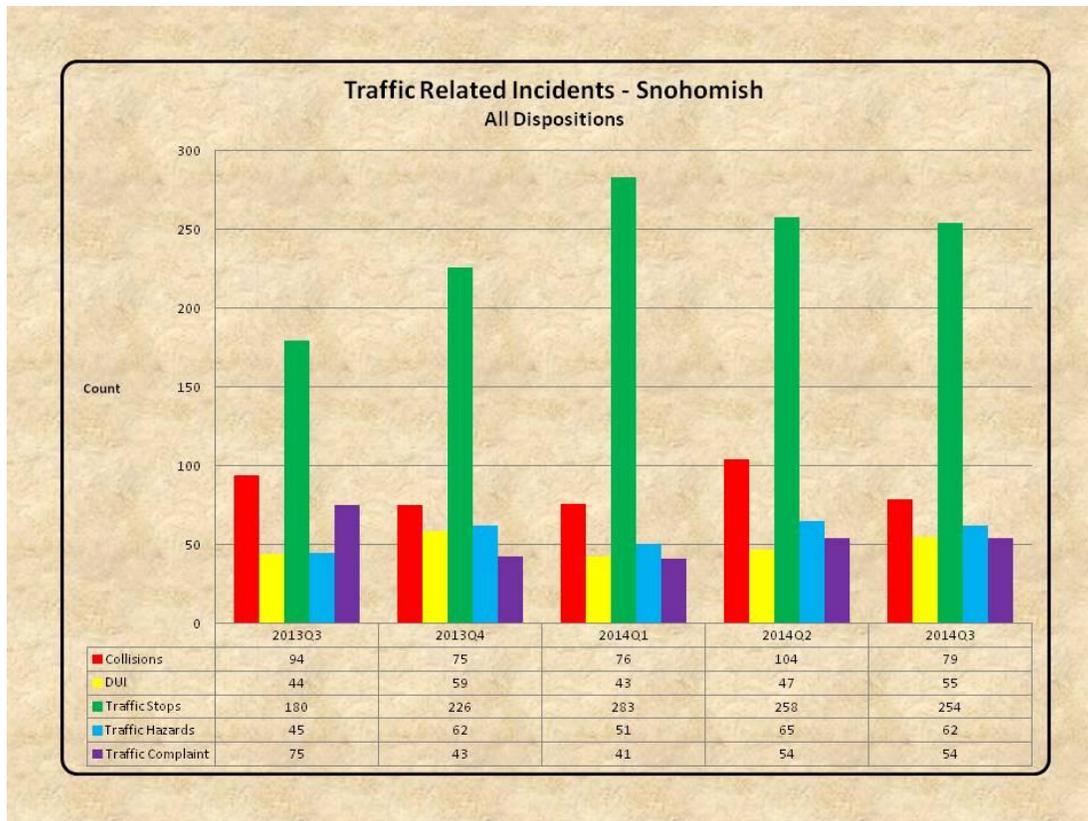
City of
Snohomish *Washington*



DISCUSSION ITEM 7



DISCUSSION ITEM 7



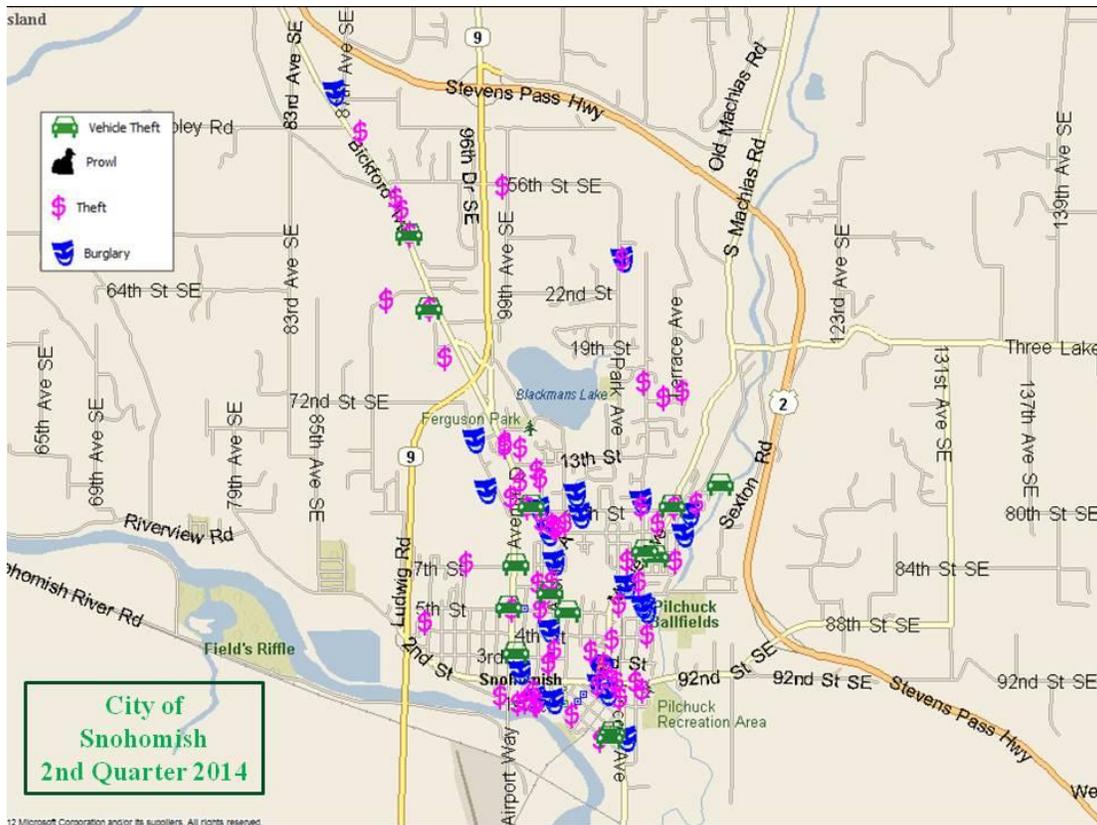
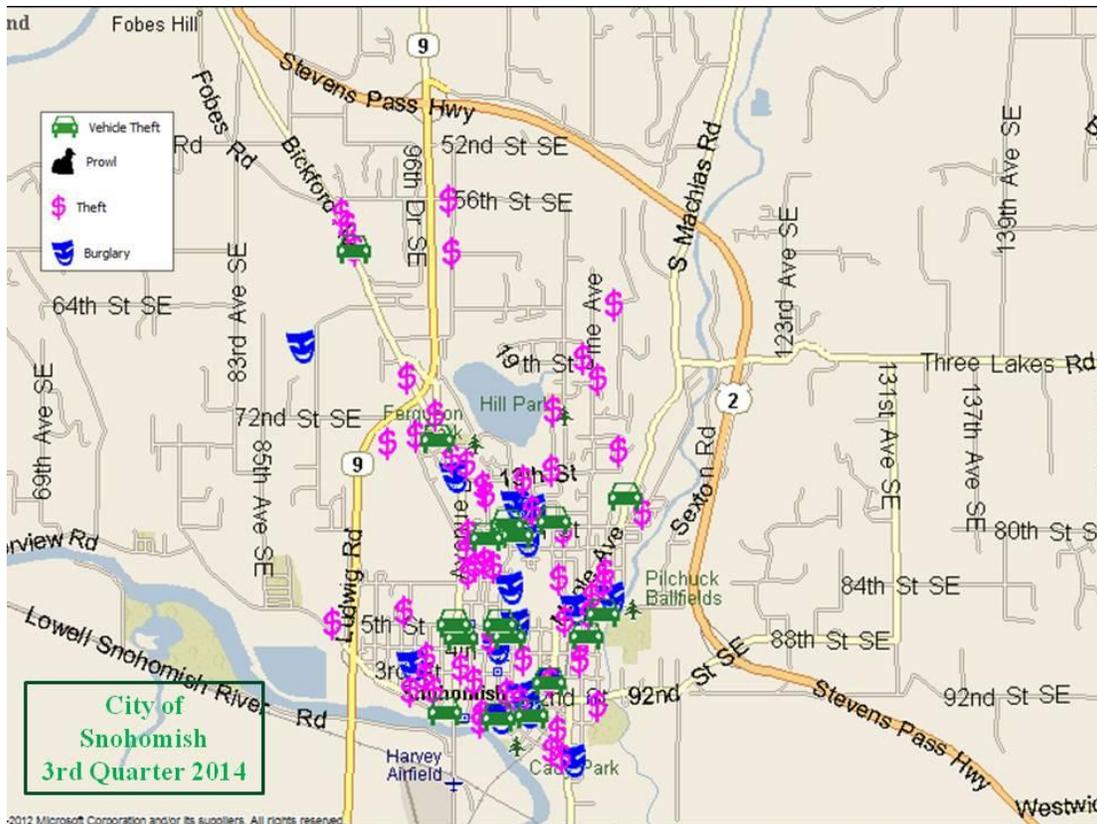
1st Quarter Crime In East County Areas

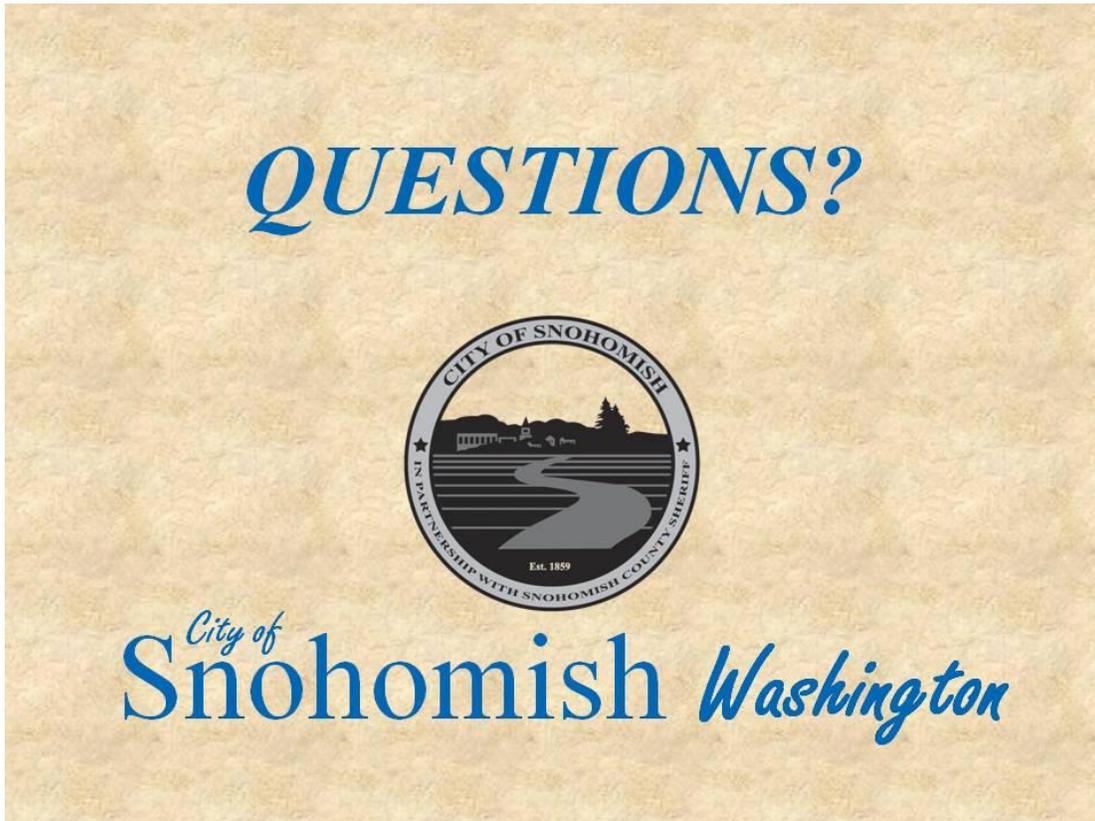
City	Burglary	Theft	Vehicle Theft	Prowl	Totals
Snohomish	16	82	17	0	115
Gold Bar	6	14	0	0	20
Monroe	23	140	13	2	178
Sultan	11	19	0	2	32

Crime Per 1,000 Population

City	Totals	Crime/1,000
Snohomish	115	12.4
Gold Bar	20	9.6
Monroe	178	10.1
Sultan	32	6.9

DISCUSSION ITEM 7





CONSENT ITEM 8**Schedule of Checks****for the Checks Issued Since the November 18, 2014 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Void Checks					
	55468			Printing Error	\$0
	55469			Printing Error	\$0
				Check Total	\$0
Cleman					
	55470		11/14/14	Refund check	\$358.54
				Check Total	\$358.54
Ochoa					
	55471		11/14/14	Refund check	\$9.71
	55471		11/14/14	Refund check	\$3.34
	55471		11/14/14	Refund check	\$7.33
	55471		11/14/14	Refund check	\$32.60
				Check Total	\$52.98
Haskin					
	55472		11/14/14	Refund check	\$5.19
	55472		11/14/14	Refund check	\$2.89
	55472		11/14/14	Refund check	\$3.92
	55472		11/14/14	Refund check	\$24.17
				Check Total	\$36.17
Hogan					
	55473		11/14/14	Refund check	\$0.99
	55473		11/14/14	Refund check	\$18.61
	55473		11/14/14	Refund check	\$224.41
				Check Total	\$244.01
Piasecki					
	55474		11/14/14	Refund check	\$156.99
				Check Total	\$156.99
Arturo & Terri Salas					
	55475		11/14/14	Refund check	\$29.03
				Check Total	\$29.03
Makayla Ramirez					
	55476		11/14/14	Refund check	\$1.45
	55476		11/14/14	Refund check	\$0.50
	55476		11/14/14	Refund check	\$1.10
	55476		11/14/14	Refund check	\$1.97
	55476		11/14/14	Refund check	\$6.11
	55476		11/14/14	Refund check	\$1.30
				Check Total	\$12.43
				Batch Total	\$890.15
Ace Equipment Rentals					
	55477	52096-1	11/25/14	compactor rental	\$77.79
	55477	52426-1	11/25/14	trailer mount lift rental	\$212.16
				Check Total	\$289.95
Advanced Traffic Products					
	55478	11235	11/25/14	green arrow tinted lens	\$901.59
				Check Total	\$901.59

CONSENT ITEM 8**Schedule of Checks***for the Checks Issued Since the November 18, 2014 Meeting*

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Automatic Funds Transfer Services, Inc					
	55479	77661	11/25/14	Storm Printing for Sept/Oct Billing	\$84.54
	55479	77661	11/25/14	Garbage Printing for Sept/Oct Billing	\$84.53
	55479	77661	11/25/14	Sewer Printing for Sept/Oct Billing	\$84.54
	55479	77661	11/25/14	Water Printing for Sept/Oct Billing	\$84.53
	55479	77661	11/25/14	Storm Postage for Sept/Oct Billing	\$168.93
	55479	77661	11/25/14	Garbage Postage for Sept/Oct Billing	\$168.93
	55479	77661	11/25/14	Sewer Postage for Sept/Oct Billing	\$168.93
	55479	77661	11/25/14	Water Postage for Sept/Oct Billing	\$168.93
	55479	76313	11/25/14	Storm Printing for July/Aug Billing	\$83.96
	55479	76313	11/25/14	Garbage Printing for July/Aug Billing	\$83.95
	55479	76313	11/25/14	Sewer Printing for July/Aug Billing	\$83.96
	55479	76313	11/25/14	Water Printing for July/Aug Billing	\$83.96
	55479	76313	11/25/14	Storm Postage for July/Aug Billing	\$168.93
	55479	76313	11/25/14	Garbage Postage for July/Aug Billing	\$168.92
	55479	76313	11/25/14	Sewer Postage for July/Aug Billing	\$168.92
	55479	76313	11/25/14	Water Postage for July/Aug Billing	\$168.92
				Check Total	\$2,025.38
Alpha Courier Service					
	55480	CSW20001103	11/25/14	lab courier service	\$25.76
				Check Total	\$25.76
American Forest Management, Inc					
	55481	74565	11/25/14	downtown tree assessment	\$450.00
				Check Total	\$450.00
BHC Consultants					
	55482	6245	11/25/14	WWTP Eng Svcs	\$32,671.93
				Check Total	\$32,671.93
Bills Blueprint Inc.					
	55483	499244	11/25/14	plan copies-PD	\$210.11
				Check Total	\$210.11
Cascade Machinery & Electric, Inc					
	55484	419217	11/25/14	inspection of Aurora pumps	\$1,461.21
				Check Total	\$1,461.21
Centro Print Solutions					
	55485	204825	11/25/14	W2 and 1099 Forms	\$85.89
				Check Total	\$85.89
City of Everett					
	55486	I14002791	11/25/14	Animal Shelter Fees October 2014	\$930.00
				Check Total	\$930.00
City of Everett Environmental Lab					
	55487	I14002696	11/25/14	lab analysis	\$109.50
				Check Total	\$109.50
City of Everett Finance					
	55488	I14002490	11/25/14	Storm Water Sample Water Quality Testing	\$135.00
	55488	I14002695	11/25/14	Storm Water Sample Water Quality Testing	\$162.00
				Check Total	\$297.00

CONSENT ITEM 8**Schedule of Checks***for the Checks Issued Since the November 18, 2014 Meeting*

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
City Of Everett Utilities					
	55489	01741011142014	11/25/14	6203 107th Ave SE	\$1,775.40
	55489	01954611142014	11/25/14	3300 BLK Bickford Ave	\$5,723.01
	55489	01015711142014	11/25/14	6600 109th Ave SE	\$41,953.26
	55489	01016411142014	11/25/14	6400 118th Dr SE	\$719.20
	55489	01673911142014	11/25/14	99th ST SE/5 Line	\$1,866.57
				Check Total	\$52,037.44
Comcast					
	55490	826061-11/14	11/25/14	Water Share Shop Internet	\$17.35
	55490	826061-11/14	11/25/14	Storm Share Shop Internet	\$17.35
	55490	826061-11/14	11/25/14	Wastewater Share Shop Internet	\$17.35
	55490	826061-11/14	11/25/14	Streets Share Shop Internet	\$17.35
	55490	826061-11/14	11/25/14	Parks Share Shop Internet	\$8.67
	55490	826061-11/14	11/25/14	Facilities Share Shop Internet	\$8.67
	55490	826061-11/14	11/25/14	Fleet Share Shop Internet	\$17.34
				Check Total	\$104.08
CompuCom Systems Inc					
	55491	62528591	11/25/14	Adobe Photoshop Elements - Debbie	\$108.25
				Check Total	\$108.25
Control Worx					
	55492	616013	11/25/14	waterchamp repair	\$1,705.37
				Check Total	\$1,705.37
Corporate Office Supplies					
	55493	156056I	11/25/14	business diary	\$75.02
	55493	155985I	11/25/14	wypall, tape, tabs, business diary	\$262.92
	55493	156120	11/25/14	graph paper	\$58.62
	55493	156120	11/25/14	wall clock	\$19.90
	55493	156070I	11/25/14	Office Supplies - Pens, Notebooks, Mats	\$182.86
				Check Total	\$599.32
Davis Door Service, Inc					
	55494	186674	11/25/14	public restroom door install	\$2,733.06
				Check Total	\$2,733.06
Dell Marketing LP					
	55495	XJKC7PF91	11/25/14	Laptop docking station for Tim Cross	\$179.51
	55495	XJKC31DD7	11/25/14	Switch for WWTP to support VOIP system	\$825.19
				Check Total	\$1,004.70
Dunlap Industry					
	55496	1329992-01	11/25/14	repair parts for wacker	\$697.11
				Check Total	\$697.11
Evergreen District Court					
	55497	October 2014	11/25/14	Court Filing Fees October 2014	\$6,070.56
	55497	October 2014	11/25/14	Interpreter	\$162.00
				Check Total	\$6,232.56
Everett Steel					
	55498	72094	11/25/14	steel angle for trailer	\$38.08
				Check Total	\$38.08

CONSENT ITEM 8**Schedule of Checks****for the Checks Issued Since the November 18, 2014 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Frontier					
	55499	118075-11/14	11/25/14	Telemetry Auto Dialer	\$69.55
	55499	406075-11/14	11/25/14	City Manager Share City Hall Fax	\$8.41
	55499	406075-11/14	11/25/14	Human Resources Share City Hall	\$8.42
	55499	406075-11/14	11/25/14	Clerk Share City Hall Fax	\$8.42
	55499	406075-11/14	11/25/14	Building Inspection Share City Hall Fax	\$8.42
	55499	406075-11/14	11/25/14	Economic Development Share City Hall Fax	\$8.42
	55499	406075-11/14	11/25/14	Planning Share City Hall Fax	\$8.42
	55499	406075-11/14	11/25/14	Finance Share City Hall Fax	\$8.43
	55499	406075-11/14	11/25/14	IS Share City Hall Fax	\$8.42
	55499	406075-11/14	11/25/14	Engineering Share City Hall Fax	\$8.42
	55499	1214935-11/14	11/25/14	Fleet Share Shop Fax	\$12.43
	55499	1214935-11/14	11/25/14	Water Share Shop Fax	\$12.45
	55499	1214935-11/14	11/25/14	Storm Share Shop Fax	\$12.45
	55499	1214935-11/14	11/25/14	Street Share Shop fax	\$12.45
	55499	1214935-11/14	11/25/14	Facilities Share Shop Fax	\$12.45
	55499	1214935-11/14	11/25/14	Parks Share Shop fax	\$12.44
				Check Total	\$220.00
Gray & Osborne, Inc.					
	55500	14458.00-5	11/25/14	sewer lift station app.	\$656.88
				Check Total	\$656.88
Grainger Inc.					
	55501	9594682636	11/25/14	deicer for fleet	\$68.80
	55501	9594682636	11/25/14	winter gloves	\$19.09
	55501	9594682636	11/25/14	winter gloves	\$19.09
	55501	9594682636	11/25/14	winter gloves	\$19.09
	55501	9594682636	11/25/14	winter gloves	\$19.09
	55501	9594682636	11/25/14	winter gloves	\$19.09
	55501	9594682636	11/25/14	winter gloves	\$19.10
	55501	9585662621	11/25/14	gloves, sanitizer	\$26.19
	55501	9585662621	11/25/14	gloves, sanitizer	\$26.19
	55501	9585662621	11/25/14	gloves, sanitizer	\$26.19
	55501	9585662621	11/25/14	gloves, sanitizer	\$26.19
	55501	9585662621	11/25/14	gloves, sanitizer	\$26.19
	55501	9585662621	11/25/14	gloves, sanitizer	\$26.19
	55501	9585662621	11/25/14	gloves, sanitizer	\$26.19
	55501	9585662621	11/25/14	first aid kits	\$73.38
	55501	9594307598	11/25/14	rubber boot liners	\$23.11
				Check Total	\$436.98
Hach Chemical					
	55502	9104643	11/25/14	lab supplies	\$216.79
	55502	9106677	11/25/14	lab supplies	\$301.02
				Check Total	\$517.81
H.B. Jaeger					
	55503	153847/1	11/25/14	poly pipe, CTS stiff	\$242.36
	55503	153896/1	11/25/14	ball corp, brass nipple	\$1,435.03
	55503	154102/1	11/25/14	brass swvl	\$93.11
	55503	154108/1	11/25/14	dechlorinator	\$875.36
	55503	154109/1	11/25/14	7/8 drill bit	\$295.94
				Check Total	\$2,941.80
Home Depot - Storm					
	55504	7014470	11/25/14	rapid cement	\$60.12
				Check Total	\$60.12

CONSENT ITEM 8**Schedule of Checks****for the Checks Issued Since the November 18, 2014 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
HD Supply Waterworks LTD					
	55505	D164859	11/25/14	resetters	\$525.24
	55505	D207616	11/25/14	resetters, yoke, stock brass	\$3,834.70
	55505	D224068	11/25/14	meters, yoke, brass	\$4,751.16
				Check Total	\$9,111.10
Home Depot - Water					
	55506	2561986	11/25/14	oil radiant heater	\$54.37
				Check Total	\$54.37
Home Depot Waste Water Treatment					
	55507	0013098	11/25/14	sheet metal	\$20.64
	55507	3134474	11/25/14	extension cord	\$30.30
				Check Total	\$50.94
HR Experts On-call LLC					
	55508	COS_20144	11/25/14	HR Consulting Services	\$1,125.00
				Check Total	\$1,125.00
IMSA					
	55509	ACTONIMSA	11/25/14	IMS membership dues-Acton	\$85.00
				Check Total	\$85.00
Integra Telecom					
	55510	12503440	11/25/14	City Manager Share City Hall Phones	\$72.52
	55510	12503440	11/25/14	Clerk Share City Hall Phone	\$145.25
	55510	12503440	11/25/14	Human Resources Share City Hall Phone	\$72.53
	55510	12503440	11/25/14	General Use City Hall Phone	\$363.02
	55510	12503440	11/25/14	Finance Share City Hall Phone	\$363.02
	55510	12503440	11/25/14	Building Inspection Share City Hall Phon	\$145.25
	55510	12503440	11/25/14	Planning Share City Hall Phones	\$145.25
	55510	12503440	11/25/14	Economic Develop. Share City Hall Phone	\$72.53
	55510	12503440	11/25/14	PW Director Share City Hall Phones	\$435.55
	55510	12503440	11/25/14	IS Share City Hall Phones	\$145.25
	55510	12517982	11/25/14	Water Reservoir	\$55.99
				Check Total	\$2,016.16
Jones Chemicals Inc					
	55511	638043	11/25/14	chlorine, sulfur dioxide	\$5,399.39
	55511	638085	11/25/14	container return	\$-1,599.93
				Check Total	\$3,799.46
J.P. Cooke Co.					
	55512	314880	11/25/14	2015 Pet Tags	\$55.67
				Check Total	\$55.67
Kennedy-Jenks Consultants Inc					
	55513	87337	11/25/14	Facility Plan & Gen Sewer Plan Amend	\$8,107.50
				Check Total	\$8,107.50
Loren R. Waxler					
	55514	October 2014	11/25/14	Public Defender Fees October 2014	\$1,060.00
				Check Total	\$1,060.00

CONSENT ITEM 8**Schedule of Checks****for the Checks Issued Since the November 18, 2014 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
McDaniel Do It Center - Parks					
	55515	448808	11/25/14	batteries	\$101.12
	55515	448840	11/25/14	fasteners	\$7.05
	55515	448886	11/25/14	drill bits, fasteners	\$26.76
	55515	448969	11/25/14	vac. bag, air freshner	\$16.83
	55515	448995	11/25/14	leakseal	\$32.61
	55515	449020	11/25/14	anchor pack, nutdriver, corner iron	\$27.19
	55515	449039	11/25/14	lampholder	\$4.89
	55515	448905	11/25/14	threaded rod, fasteners, bit	\$67.49
	55515	448927	11/25/14	fasteners	\$18.97
	55515	448968	11/25/14	fasteners, nipple	\$27.98
	55515	449058	11/25/14	u quad replacement-PD	\$17.40
	55515	449048	11/25/14	boot dryer	\$48.95
	55515	449339	11/25/14	fasteners	\$1.94
	55515	449383	11/25/14	ready mix	\$13.01
	55515	449489	11/25/14	pressure regualtor, hook, wrench spray	\$52.16
	55515	449551	11/25/14	cable, file, file handle, pulley, bungie	\$176.65
	55515	449592	11/25/14	fasteners	\$21.41
				Check Total	\$662.41
McDaniel Do It Center - Storm					
	55516	449267	11/25/14	anti freeze, clamp, fasteners	\$16.19
	55516	449270	11/25/14	fasteners	\$1.18
				Check Total	\$17.37
McDaniel Do It Center-SS					
	55517	449017	11/25/14	odor eliminator, boot laces	\$24.95
				Check Total	\$24.95
McDaniel Do It Center- Streets					
	55518	448839	11/25/14	batteries	\$9.24
	55518	448873	11/25/14	stero hearing protector	\$76.15
	55518	448963	11/25/14	mapp fuel, air freshner	\$25.63
	55518	449264	11/25/14	padlock	\$29.37
	55518	449272	11/25/14	wastebasket, padlock	\$43.50
	55518	449300	11/25/14	fasteners, wire	\$3.21
	55518	449461	11/25/14	bar chain oil	\$10.87
				Check Total	\$197.97
McDaniel Do It Center - Water					
	55519	449382	11/25/14	wall hydrant	\$27.19
	55519	449367	11/25/14	faucet cover	\$8.03
	55519	449537	11/25/14	battery	\$16.31
	55519	449507	11/25/14	screw extractor	\$3.25
	55519	449597	11/25/14	ball valve	\$13.05
				Check Total	\$67.83
McDaniel's Do It Center Wastewater					
	55520	449548	11/25/14	utility heater	\$58.73
	55520	448950	11/25/14	drawer organizer, ubolt	\$16.81
				Check Total	\$75.54
Microflex, Inc.					
	55521	00022135	11/25/14	Tax Audit Program	\$22.15
				Check Total	\$22.15

CONSENT ITEM 8**Schedule of Checks***for the Checks Issued Since the November 18, 2014 Meeting*

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Northend Truck Equipment, Inc					
	55522	1030450	11/25/14	parts for snowplow	\$255.04
				Check Total	\$255.04
Northwest Cascade Inc					
	55523	2-1065682	11/25/14	sani can rental-water res.	\$93.50
				Check Total	\$93.50
NW Playground Equip Inc					
	55524	37499	11/25/14	picnic tables, garbage cans-Pilchuck	\$5,736.85
				Check Total	\$5,736.85
Process Solutions					
	55525	27562	11/25/14	Lift Station SCADA Upgrades #14-09	\$14,530.00
	55525	27563	11/25/14	Lift Station SCADA Upgrades #14-11	\$27,502.85
				Check Total	\$42,032.85
Process Solutions					
	55526	RET 27563	11/25/14	Retainage Lift Station SCADA Upgrades	\$1,324.80
				Check Total	\$1,324.80
Puget Sound Energy					
	55527	836411052014	11/25/14	1610 Park Ave	\$39.10
	55527	857011052014	11/25/14	701 18th St	\$39.10
	55527	703211052014	11/25/14	2000 Weaver Road	\$12.26
	55527	924811052014	11/25/14	2100 Baird Ave	\$94.62
	55527	202411052014	11/25/14	50 Lincoln Ave	\$80.57
	55527	758911052014	11/25/14	50 Maple Ave	\$80.57
	55527	467811052014	11/25/14	116 Union Ave	\$104.84
	55527	878611052014	11/25/14	112 Union Ave	\$51.60
				Check Total	\$502.66
ROOTX					
	55528	41811	11/25/14	rootx	\$418.50
				Check Total	\$418.50
Rubatino Refuse Removal Inc					
	55529	354411012014	11/25/14	35yd drop box rental	\$98.53
				Check Total	\$98.53
Snohomish County Fire Dist.#4					
	55530	25	11/25/14	Facility Use Fee - All City Staff Mtg	\$50.00
				Check Total	\$50.00
Snohomish County Pud #1					
	55531	104233149	11/25/14	#1000556519, 2000 Weaver, Lift Station	\$47.06
	55531	147191145	11/25/14	#1000572400, 29 Ave D, Bridge Lights	\$30.74
	55531	117502978	11/25/14	#1000122743, 2000 Ludwig Rd, Park	\$29.51
	55531	104234985	11/25/14	#1000140298, 2015 2nd St, S end Lagoon	\$4,317.92
	55531	114182674	11/25/14	#1000381307, 2014 Terrace, Telemetry Site	\$32.33
	55531	130753756	11/25/14	#1000230125, 219 13th St, S Zone Reserv	\$118.01
	55531	130753755	11/25/14	#1000125224, 101 Cedar Ave, Carnegie	\$1,241.94
	55531	107551469	11/25/14	#1000126750, 409 3rd St, Pool	\$253.95
	55531	110866494	11/25/14	#1000515696, 1627 Terrace, N Zone Reserv	\$36.73
	55531	114182675	11/25/14	#1000417350, 1930 Stone Ridge, Lift Stat	\$52.46

CONSENT ITEM 8**Schedule of Checks***for the Checks Issued Since the November 18, 2014 Meeting*

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	55531	117503233	11/25/14	#1000528484, 2330 Baird, Clark Pond Lift	\$77.92
	55531	124134505	11/25/14	#1000124814, 2015 2nd St, N end Lagoon	\$14,075.49
	55531	107552642	11/25/14	#1000370579, 1301 Ave D, Street Lighting	\$39.51
	55531	104235844	11/25/14	#1000463019, 1801 Lakemount, Lift Station	\$216.85
	55531	104235843	11/25/14	#1000575906, 400 Rainbow, Lift Station	\$70.02
	55531	104235842	11/25/14	1330 Ferguson Park Road, Street Lighting	\$16.49
				Check Total	\$20,656.93
Snohomish County Sheriff's Office Corrections					
	55532	2014-2310	11/25/14	Jail service fees October 2014	\$12,333.46
				Check Total	\$12,333.46
Snohomish County Corrections					
	55533	2014-2289	11/25/14	Jail Service Fees September 2014	\$10,438.75
				Check Total	\$10,438.75
Shred-It USA, Inc					
	55534	9404424501	11/25/14	Document Destruction Fees	\$60.01
				Check Total	\$60.01
Signco					
	55535	2773	11/25/14	Cent Trail Interp Signs	\$619.59
				Check Total	\$619.59
Six Robblees					
	55536	14-296354	11/25/14	lense for taillight	\$16.41
	55536	14-296343	11/25/14	lamp parts	\$9.78
				Check Total	\$26.19
Snohomish Auto Parts					
	55537	382919	11/25/14	plier	\$38.61
	55537	382282	11/25/14	hydraulic filter	\$36.46
	55537	382271	11/25/14	brake repair parts EP-117	\$142.27
	55537	382019	11/25/14	filters	\$37.05
	55537	382281	11/25/14	filters	\$200.16
	55537	382599	11/25/14	filters, wiperblade	\$54.77
	55537	382751	11/25/14	fuel filter	\$20.50
				Check Total	\$529.82
Snopac					
	55538	7051	11/25/14	Dispatch Services	\$10,337.85
				Check Total	\$10,337.85
Sonsray Machinery LLC					
	55539	P01020-09	11/25/14	headlights, filter-loader	\$385.42
				Check Total	\$385.42
Sound Equipment Rental and Sales					
	55540	9678	11/25/14	excavator rental	\$625.60
	55540	9719	11/25/14	mini excavator rental	\$348.13
				Check Total	\$973.73
Sound Safety Products Co.					
	55541	2066989-01	11/25/14	winter safety uniforms-Soren	\$285.58
				Check Total	\$285.58

CONSENT ITEM 8**Schedule of Checks****for the Checks Issued Since the November 18, 2014 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Springbrook Software Inc					
	55542	INV29625	11/25/14	Annual Maintenance - 2015	\$21,646.54
				Check Total	\$21,646.54
Staples Advantage					
	55543	3247406792	11/25/14	Paper	\$67.29
	55543	3247406792	11/25/14	Office Supplies	\$10.34
	55543	8031964102	11/25/14	Clerks Office supplies	\$138.56
	55543	8031964102	11/25/14	Clerks Office camera	\$130.55
	55543	8031964102	11/25/14	Clerks Office camera cable	\$6.52
	55543	3247406791	11/25/14	Planning Div. Office Supplies	\$39.80
	55543	3247406793	11/25/14	Office Chair	\$326.39
				Check Total	\$719.45
Steuber Dist. Co.					
	55544	2786480	11/25/14	Fan and Fan Filter	\$489.60
				Check Total	\$489.60
Terry Gilfillan					
	55545	September 2014	11/25/14	LEOFF I Reimbursement	\$6,436.36
				Check Total	\$6,436.36
Sound Publishing					
	55546	1147440	11/25/14	Council agenda publ 100714	\$648.00
	55546	1160694	11/25/14	City Council agenda publ 102114	\$756.00
	55546	EDH598939	11/25/14	legal ag publ - ord 2279 sum	\$30.96
	55546	EDH599260	11/25/14	File #12-14-PP NOA	\$60.20
				Check Total	\$1,495.16
Total Rental Center					
	55547	66309	11/25/14	plate wacker	\$2,380.54
				Check Total	\$2,380.54
Traffic Safety Supply Co					
	55548	990693	11/25/14	premark tape	\$891.02
				Check Total	\$891.02
Uline					
	55549	62843416	11/25/14	ultra one gloves	\$514.27
				Check Total	\$514.27
Unum Life Insurance					
	55550	220603027-12/14	11/25/14	retiree life insurance - December 2014	\$118.10
				Check Total	\$118.10
UPS Store					
	55551	55356	11/25/14	postage to return safety video	\$9.85
				Check Total	\$9.85
Usa Bluebook Inc					
	55552	491274	11/25/14	quick clamp	\$131.82
	55552	491272	11/25/14	manhole bridge	\$322.74
	55552	492530	11/25/14	manhole lid extractor	\$316.89
	55552	492289	11/25/14	hose grabber, grease chopper	\$338.89
				Check Total	\$1,110.34

CONSENT ITEM 8**Schedule of Checks***for the Checks Issued Since the November 18, 2014 Meeting*

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
US Bank CPS					
	55553	0206066	11/25/14	Eastshire Comm Rail lunch meeting	\$60.59
	55553	4	11/25/14	Snohomish County Recording Fees	\$82.00
	55553	00798	11/25/14	pesticide classes-Bender, Hopper	\$240.00
	55553	00798	11/25/14	pesticide classes-Utt, deLeuw	\$120.00
	55553	1428467	11/25/14	ice for biosolids samples	\$7.16
	55553	00798	11/25/14	pesticide class-Utt	\$120.00
	55553	242730032	11/25/14	flow and pressure testor	\$685.22
	55553	16772127	11/25/14	t handle for sweeper	\$146.77
	55553	18057758	11/25/14	spring	\$21.17
	55553	44972-1	11/25/14	gas valve-parks building	\$141.31
	55553	17	11/25/14	Snohomish County Parking	\$6.00
	55553	374957	11/25/14	Nov MAG mtg - Bauman	\$15.86
	55553	37804	11/25/14	cell phone screen protectors	\$4.99
	55553	37804	11/25/14	cell phone screen protectors	\$4.99
	55553	5813	11/25/14	cell phone chargers and protection cases	\$167.16
				Check Total	\$1,823.22
U.S. Bank N.A - Custody					
	55554	October 2014	11/25/14	Monthly Maintenance Fee	\$26.00
				Check Total	\$26.00
US Health Works Medical Group WA, PS					
	55555	0575522-WA	11/25/14	Hearing Conservation Program Testing	\$35.00
				Check Total	\$35.00
U.S. Postmaster					
	55556	110714-111314	11/25/14	Council Postage	\$22.50
	55556	110714-111314	11/25/14	City Manager Postage	\$0.96
	55556	110714-111314	11/25/14	Clerk Postage	\$3.84
	55556	110714-111314	11/25/14	Finance Postage	\$8.85
	55556	110714-111314	11/25/14	Planning Postage	\$0.48
	55556	110714-111314	11/25/14	Engineering Postage	\$1.40
	55556	110714-111314	11/25/14	Water Postage	\$0.96
	55556	111414-112014	11/25/14	Council Postage	\$4.51
	55556	111414-112014	11/25/14	City Manager Postage	\$0.48
	55556	111414-112014	11/25/14	Clerk Postage	\$125.28
	55556	111414-112014	11/25/14	Finance Postage	\$50.34
	55556	111414-112014	11/25/14	Police Postage	\$5.99
	55556	111414-112014	11/25/14	Planning Postage	\$8.02
				Check Total	\$233.61
Vance Odell					
	55557	October 2014	11/25/14	Public Defender Fees October 2014	\$1,060.00
				Check Total	\$1,060.00
Verizon Wireless					
	55558	9734968422	11/25/14	Bldg & Grd Cellular	\$74.25
	55558	9734968422	11/25/14	Parks Cellular	\$74.25
	55558	9734968422	11/25/14	Streets Cellular	\$170.67
	55558	9734968422	11/25/14	Shop Cellular	\$55.00
	55558	9734968422	11/25/14	Econ Cellular	\$56.00
	55558	9734968422	11/25/14	Bldg Insp Cellular	\$57.00
	55558	9734968422	11/25/14	Police Cellular	\$55.50
	55558	9734968422	11/25/14	Engrg Cellular	\$278.92

CONSENT ITEM 8**Schedule of Checks****for the Checks Issued Since the November 18, 2014 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	55558	9734968422	11/25/14	Wastewater Cellular	\$379.03
	55558	9734968422	11/25/14	Water Cellular	\$369.08
	55558	9734968422	11/25/14	Storm Cellular	\$244.80
				Check Total	\$1,814.50
Victor Stanley					
	55559	S129990	11/25/14	litter receptacles	\$3,230.27
				Check Total	\$3,230.27
Walter C Wagner					
	55560	October 2014	11/25/14	Public Defender Fees October 2014	\$1,060.00
				Check Total	\$1,060.00
Walter Miller Snap-On					
	55561	11111421047	11/25/14	shop light and tools	\$157.69
				Check Total	\$157.69
Western Facilities Supply Inc					
	55562	435426-00	11/25/14	wypalls	\$532.58
				Check Total	\$532.58
Whistle Workwear					
	55563	80251	11/25/14	rubber safety boots for water crew	\$383.26
	55563	80194	11/25/14	muck boots-Utt	\$127.75
				Check Total	\$511.01
Washington State Auditor					
	55564	L105889	11/25/14	Audit 2013- TBD	\$83.60
	55564	L105620	11/25/14	Audit 2013	\$528.48
				Check Total	\$612.08
Washington State Department of Enterprise Services					
	55565	73127617	11/25/14	#10 Barnotch Envelopes	\$224.75
				Check Total	\$224.75
Washington State Patrol					
	55566	I15003205	11/25/14	Background Check Fees October 2014	\$33.00
				Check Total	\$33.00
Zachor & Thomas, Inc. P.S.					
	55567	October 2014	11/25/14	Prosecution Services October 2014	\$6,696.96
				Check Total	\$6,696.96
				Batch Total	\$297,107.26
Washington State Department of Revenue					
	ACH	October 2014	11/05/14	Excise Tax	\$26,192.02
				Check Total	\$26,192.02
					\$324,189.43

I hereby certify that the goods and services charged on the vouchers listed below have been furnished to the best of my knowledge. I further certify that the claims below to be valid and correct.

City Treasurer

CONSENT ITEM 8

Schedule of Checks

for the Checks Issued Since the November 18, 2014 Meeting

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
-------------	----------------	------------------	-------------------	--------------------	---------------

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #55468 through #55567 in the total of **\$324,189.43** dated through **November 25, 2014** are approved for payment on **December 2, 2014**.

Mayor

Councilmember

Councilmember

Councilmember