

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, October 21, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
1. ORDINANCE #786 AMENDING TITLE 12 – SECOND READING AND ACTION			
2. ORDINANCE #784, CRITICAL AREAS UPDATE – SECOND READING AND ACTION			
NEW BUSINESS			
1. SNOHOMISH COUNTY ANIMAL SERVICES INTERLOCAL – DISCUSSION AND ACTION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		October 7, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38723 - 38748	\$326,742.49	\$2,538.33	\$329,280.82
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #786**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR
MUNICIPAL CODE TITLE 12, RELATING TO STREETS, SIDEWALKS, AND PUBLIC
PLACES AND TREE MANAGEMENT**

WHEREAS, the City of Gold Bar recognizes that trees are a valuable community asset that contribute to the environmental, economic, and social well-being of its residents; and

WHEREAS, the *Gold Bar Comprehensive Plan* states that “the primary vision of the City of Gold Bar is to retain the rural character of the surrounding area” and that “the community highly values the environmental, historical, and scenic attributes of the city and surrounding area. The vision for Gold Bar includes protecting and enhancing these assets, and working to make them more accessible”; and

WHEREAS, trees provide numerous benefits, including improved air quality, stormwater management, erosion control, mitigating the urban heat island effect, carbon sequestration, energy conservation, increased property values, and enhanced community character; and

WHEREAS, the City Council passed Ordinance No. 778 on June 18, 2024 establishing the Tree Board with stated duties of the Tree Board to include assisting with the annual application to obtain or renew the *Tree City USA* designation through the Arbor Day Foundation; and

WHEREAS, the Arbor Day Foundation’s *Tree City USA* program encourages municipalities to establish and maintain sound urban forestry practices; and

WHEREAS, one of the core requirements of achieving and maintaining *Tree City USA* designation is the adoption of a tree care ordinance that provides clear guidance for the planting, maintenance, and protection of public trees; and

WHEREAS, adopting public tree management regulations will further the goals and policies of the *Gold Bar Comprehensive Plan*, support community-wide environmental stewardship, and ensure the preservation and health of the City’s urban forest for future generations; and

WHEREAS, the City Council finds it is in the best interest of public health, safety, and welfare to adopt a public tree management ordinance as part of its efforts to achieve *Tree City USA* recognition;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Code Title 12, Streets, Sidewalks, and Public Places shall be amended to create a new Tree Management chapter as follows.

Section I, Title 12.08.010 – Purpose

Section II, Title 12.08.020 – Definitions

Section III, Title 12.08.030 – Authority and Power

Section IV, Title 12.08.040 – Tree Planting and Care Standards

Section V, Title 12.08.050 – Prohibition Against Harming Public Trees

Section VI, Title 12.08.060 – Adjacent Owner Responsibility

Section VII, Title 12.08.070 – Violations and Penalties

Section VIII, Severability

Section IX, Effective Date

Section I, Title 12.08.010 – Purpose

To enhance the quality of life and the present and future health, safety, and welfare of all residents, to enhance property values, to ensure proper planting and care of trees on public property, and to protect, preserve and promote the growth of trees within the city. The city council herein ~~delegates~~ defines the authority and responsibility for managing public trees and establishes practices governing the planting and care of trees on public property with the short-term goal of no net loss of forest canopy cover on city-owned public lands and right-of-way and the long-term goal of a measurable gain.

Section II, Title 12.08.020 – Definitions

As used in this chapter, the following words and phrases shall have the meanings indicated:

"Damage" means any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

"DBH" or "DSH" is an acronym for tree diameter at breast height (or standard height) which means the diameter of existing trees measured four and one-half feet above the ground line on the high side of the tree. For the purposes of code enforcement, if a tree has been removed and only the stump remains, the size of the tree shall be the diameter of the top of the stump adjusted to DBH using published tables or regression curves.

"Invasive species" means a species listed as a weed of concern in Washington Administrative Code (WAC) Chapter 16-750 ~~WAC~~, Revised Code of Washington (RCW) Chapter 17.10 ~~RCW~~, or by Snohomish County in its noxious weed list.

"Nuisance" means any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

"Public right-of-way" means the area along a public street between the private property line and the curb and/or sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

"Public property" means all grounds and rights-of-way (ROWs) owned or maintained by the city.

"Public tree" means any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

"Significant tree" means any tree (using current Urban Forestry Standard) that is six inches diameter at breast height (DBH) or more.

"Top" or "topping" means the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Section III, Title 12.08.030 – Authority and Power

A. Delegation of Authority and Responsibility. The Public Works Director and/or their designee, " , shall have full authority and responsibility to plant, prune, maintain, and remove trees and woody plants

growing in or upon all municipal streets, rights-of- ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, cable, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease, or is a safety hazard.

B. Tree Board. The Public Works Director shall work with and consider all recommendations of the Tree Board.

C. Consultant. The public works director will contract with the International Society of Arboriculture (ISA) certified arborists for recommendations on tree health, pruning and removal, as needed. An ISA certified arborist will be consulted prior to the removal of any significant public tree.

D. Interference. No person shall hinder, prevent, delay, or interfere with the public works director or their agents while engaged in carrying out the execution or enforcement of this ordinance.

Section IV, Title 12.08.040 – Tree Planting and Care Standards

A. Standards. All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care best management practices (BMPs) published by the International Society of Arboriculture.

B. Removal. Any tree removed from a parcel or transplanted offsite must be replaced according to best practices in Title 12.08.040 section (A).

C. Requirements of Franchise Utility Companies. The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards. Proper selection and placement of trees in and around overhead utilities can eliminate potential public safety hazards, reduce expenses for utilities and their customers, and improve landscape appearance.

D. Preferred Species List. The Public Works Director shall maintain an official list of desirable tree species for planting on public property. Trees from this approved list may be planted without special permission; other species may be planted with approval from the Public Works Director.

E. Invasive Species. Removal of invasive woody plants are encouraged. These invasive plants can quickly colonize an area, reducing the health and vitality of non- invasive plants.

F. Planting Distances. The Public Works Director shall develop a set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten feet of a fire hydrant.

G. Planting Trees Under Electric Utility Lines. Only trees listed on the official city tree species list with a mature height of twenty feet or less may be planted under or within fifteen lateral feet of any overhead utility wire.

H. Significant Trees. Every effort should be made to preserve and maintain significant trees unless their removal is in the public interest. If a significant tree is removed, there will be a 3:1 replacement whereby three trees will be planted as replacement. The replacement trees will be planted on the same property, if possible. Planting will occur in the landscape season.

I. Education. The city shall aspire to annually celebrate Arbor Day. Resources on proper tree care and maintenance shall be made available to the community.

J. Utility Locates. All stump removals or digging for tree plantings shall require underground utility locations prior to any action.

Section V, Title 12.08.050 – Prohibition Against Harming Public Trees

A. It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the public works director.

B. It shall be unlawful for any person, firm, or corporation to attach any cable, wire, sign, or any other object to any street, park, or public tree.

C. It shall be unlawful for any person, firm, or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Public Works Director.

D. Any person, firm, corporation, construction company, owner of a private residence, or city ~~department~~ employee performing construction near any public tree(s) shall consult with the Public Works Director and shall employ appropriate measures to protect the tree(s), according to procedures contained in the best management practices (BMPs) for "Managing Trees During Construction" published by the International Society of Arboriculture. An ISA certified arborist will be consulted for a tree preservation plan, as needed.

Section VI, Title 12.08.060 – Adjacent Owner Responsibility

A. The owner of land adjacent to any city street or highway, when acting within the provisions of this ordinance, may plant and maintain trees in the adjacent public right of way area.

B. No property owner shall allow a tree, or other plant growing on his or her property, to obstruct or interfere with pedestrians, the public right of way or the view of drivers, thereby creating a hazard. If an obstruction persists, the public works director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the city may undertake the necessary work and charge the cost to the property owner and assess fines and fees. See Chapter 1.10 for nuisance fines and fees.

C. No property owner shall allow a tree, or other plant, planted or maintained by the property owner within the adjacent public right of way area, to obstruct or interfere with pedestrians, the public right of way or the view of drivers, thereby creating a hazard. If an obstruction persists, the public works director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the city may undertake the necessary work and charge the cost to the property owner and assess fines and fees. See Chapter 1.10 for nuisance fines and fees.

Section VII, Title 12.08.070 – Violations and Penalties

Any person, firm or corporation violating any provision of this ordinance shall be subject to GBMC 1.10 Code Enforcement.

Any person negligently damaging or deforming a city tree shall be liable to the city for the cost of replacement trees, including the cost of nursery stock as close in size to the damaged or deformed tree(s) as is feasible and the city's costs for soil preparation, planting and actual or estimated costs of establishment. Damaged trees greater than six inches at DBH shall be replaced at a ratio of two new trees

per one damaged tree, while all trees less than six inches at DBH shall be replaced at a ratio of one new tree per damaged tree.

Section VIII, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section IX, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #784**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON ADOPTING
AMENDMENTS TO THE GOLD BAR CRITICAL AREAS ORDINANCE**

WHEREAS, the City of Gold Bar is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and subject to the Growth Management Act, Title 36.70A RCW; and

WHEREAS, the Growth Management Act mandates that the City adopt development regulations to protect the functions and values of five (5) types of critical areas: wetlands, critical aquifer recharge areas, fish and wildlife habitat areas, frequently flooded areas, and geologically hazardous areas; and

WHEREAS, the Gold Bar Critical Areas Ordinance is incorporated by reference in Gold Bar Municipal Code 18.08.010, and contains the City's development regulations pertaining to the protection of critical areas located within the City; and

WHEREAS, pursuant to RCW 36.70A.130, the City is required to periodically review and, if needed, revise its development regulations, including its critical areas regulations, to ensure its regulations comply with the goals and requirements of the Growth Management Act; and

WHEREAS, the last periodic review of the Gold Bar Critical Areas Ordinance was in 2016, with Ordinance 696 enacting necessary revisions; and

WHEREAS, RCW 36.70A.172 requires that when reviewing its Critical Areas Ordinance, the City must include Best Available Science in developing the regulations to protect the functions and values of critical areas and to give special consideration to conservation and protection measures necessary to preserve or enhance anadromous fisheries; and

WHEREAS, in performing this periodic review, the City did extensive research in regards to the standards and requirements for regulating critical areas, has considered guidance available from state agencies, including the Department of Commerce and the Department of Ecology, and has considered various sources of Best Available Science and included it in developing its Critical Areas Ordinance, giving special consideration to anadromous fisheries; and

WHEREAS, the environmental impacts of the amendments to the Critical Areas Ordinance resulted in the issuance of a Determination of Non-Significance (DNS) with no appeals filed; and

WHEREAS, in developing its Critical Areas Ordinance, the City provided for public participation, as demonstrated by the public record; and

WHEREAS, the City of Gold Bar City Council has considered the proposed Critical Areas Ordinance amendments and held a properly noticed public hearing on September 16th, 2026, so as to receive public testimony; and

WHEREAS, at the conclusion of September 16th, 2025 public hearing, the City Council voted to approve the proposed amendments; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with notice of its intent to adopt the amendment(s); and

WHEREAS, the City Council has considered the entire public record, public comments, the Best Available Science, and staff recommendation; and

WHEREAS, the City Council has determined that the proposed amendments are necessary to ensure compliance with the goals and requirements of the Growth Management Act, and to complete its obligation for the 2025 periodic update of the Comprehensive Plan and Development Regulations, pursuant to RCW 36.70A.130;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS AS FOLLOWS:

Section I, Amendments

Section II, Codification of Amendments

Section III, Severability

Section IV, Effective Date

Section I, Amendments

The Gold Bar Critical Areas Ordinance is amended as set forth in Exhibit A to this Ordinance.

Section II, Codification of Amendments

The City Council approves and adopts the proposed amendments without substantive change, and authorizes the City Clerk to codify the amendments to GBMC 18.08, and publish the amended code.

Section III, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section IV, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR
TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES

THIS INTERGOVERNMENTAL SERVICES AGREEMENT FOR ANIMAL CONTROL TRANSPORT SERVICES (the “Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Gold Bar, a municipal corporation of the State of Washington (hereinafter the “City”).

RECITALS

- A.** The City’s geographical boundaries lie entirely within the County; and,
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,
- C.** The County, through the Snohomish County Auditor’s Office (hereinafter “Auditor”), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and,
- D.** The City wishes to retain and perform all of the functions necessary to provide the City’s animal control services except for animal transport services to the Everett Animal Shelter; and,
- E.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such agreement, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Animal Control Transport Services

- a. The County will provide to the City the Animal Control Transport Services during normal business hours on non-holiday weekdays, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide to the City the Animal Control Transport Services, rendering such services in the same matter, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- c. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services. "Authorized Persons" shall be limited to the City of Gold Bar Animal Control Officer, the Mayor of Gold Bar, the Gold Bar Region Sheriff Deputies, City of Gold Bar City Clerk and/or City of Gold Bar City Administrator.
- d. Animal Control Transport Services shall include pick up and transport of dogs, cats and other small animals to the Everett Animal Shelter from a location within the City.
- e. The Auditor or his/her designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or his/her designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

2. City Responsibilities

In support of the County providing services described in Section 1:

- a. The City shall continue to provide all other aspects of the City's animal control functions to its citizens.
- b. The City shall maintain a contractual relationship with Snohomish 911 for the provision of 911/radio dispatching services;
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.

- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

3. Term of Agreement

The term of this Agreement shall be for a period commencing on mutual execution by the parties, and continuing through December 31, 2029, unless terminated sooner as provided herein.

4. Compensation

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of payment to the County for Animal Control Transport Services for 2026 shall be:
 - i. 8:30 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A fee of \$186.56 for each call for service (numbered event). This fee is based on the direct cost to the County to provide for the average animal control related call for service based on mileage, hourly wage and benefits.
- b. The County will routinely monitor the services provided and will adjust the billing to accurately reflect the actual costs incurred in the provision of services to the City. The County may adjust fees imposed pursuant to this agreement on an annual basis to be effective on January 1 of each calendar year. If the County intends to adjust its fee, it will notify the City by October 1 of the preceding year.
- c. The County shall invoice the City for all Animal Control Transport Services. Invoices will be sent within ten (10) days after the last day of the previous month and include a report of all Animal Control Transport Services provided under this Agreement, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
- d. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

5. Resources

Except as otherwise stipulated, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All

property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records

The County shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after expiration or termination of this Agreement. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

8. Notices

Any notice required or permitted to be given under this Agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Intergovernmental Services Agreement for
Animal Control Transport Services
City of Gold Bar 2026-2029

Snohomish County Animal Services
Snohomish County Auditor's Office
3000 Rockefeller Avenue, M/S 306
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

Mayor
City of Gold Bar
107 5th Street
Gold Bar, WA 98251

9. Hold Harmless/Indemnification/Defend

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Agreement, including claims by City employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this agreement, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this agreement that the City contracts by Interlocal Agreement with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Agreement makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements between Snohomish County and the City of Gold Bar for police services or other services.
- d. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be

considered or construed to be the employees or agents of the other party for any purpose whatsoever.

- e. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- f. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

a. Independent Contractor

The County will perform all Animal Control Transport Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

b. Legal Requirements

In performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

c. No Third Party Beneficiary

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

d. Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law

f. No Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

CITY OF GOLD BAR

BY: _____

Steve Yarbrough, Mayor

DATE: _____

APPROVED AS TO FORM:

DATE: _____

_____, City Attorney

SNOHOMISH COUNTY

BY: _____

Dave Somers, County Executive

DATE: _____

RECOMMENDED FOR APPROVAL:

Garth Fell, Snohomish County Auditor

DATE: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DATE: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, October 7, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Pro-Tem Russell called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, and Russell. Councilmember Sears was absent. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as amended to add a presentation about the Tree Board and with a second by Councilmember Craig, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough was attending the AWC annual meeting but submitted a written report. He has been in contact with the Department of Natural Resources regarding the Tree City designation. He will be submitting a grant for an electric vehicle charging station. There will be the annual Trunk or Treat event at Gateway Park and the city is accepting candy donations. He asked Office Manager Beaston to research costs for porta-potties if there is interest in having that as part of a budget discussion.

STAFF REPORT

Chief Whalen reviewed calls, including assisting Sultan regarding shooting incidents. Councilmember Lie asked for clarification around a specific bill, which was for jail services.

Director Norris said Well 4 is running with no issues, speed tables are complete as is the Orchard overlay. Councilmember Lie asked about planting vegetation around stormwater swales in the Fall View development and there was brief discussion. Councilmember Russell said accolades were received from residents regarding the Orchard project.

Clerk Stowe gave an update on potential changes to health insurance coverage. She also said the audit process was starting and there was discussion around the entrance conference. The consensus was that the council did not require an in-person entrance conference. Councilmember Lie volunteered to meet with audit staff for that conference.

Office Manager Beaston reminded people not to blow leaves or vegetation out into sidewalks, storm drains, or streets. Residents who do so will receive warnings and potential fines. She also spoke briefly about animal control issues.

COUNCIL COMMENTS

Councilmember Lie talked about the recent Snohomish County Tomorrow meeting, which included discussion around community transit, emergency management, economic development related to the upcoming soccer tournament, local traffic issues, potential code violations, and bicycle safety education for school kids.

Councilmember Martin attended the Heidelberg open house, said the burn permit process is now done online, and talked about fire risks.

Councilmember Russell talked about salmon returning, the need for bike safety, and seeing kids on dirt bikes on streets.

Councilmember Craig also talked about Heidelberg, the increase in trucks and traffic their project may bring to highway 2, damage to windshields from trucks, discussions with Creekside residents regarding the park, and attending an emergency management forum with Mayor Yarbrough.

CITIZEN COMMENTS

Jason Lavinsky spoke about a law enforcement issue with public safety concerns.

PUBLIC HEARING

Clerk Stowe called the public hearing to order at 7:34 and reviewed the hearing process. The applicable agenda included the Critical Areas update and the 2026 budget.

Director Norris and consultant Eric Jensen reviewed updates to the critical areas ordinance. There was discussion around definitions in the draft plan, licensing requirements for professional services, and making sure wording regarding floodplains was included. After discussion, Councilmember Russell moved to accept Ordinance #784 relating to the Critical Areas Update for an introduction and first reading, and with a second by Councilmember Martin, the motion carried.

Clerk Stowe presented the preliminary budget figures and there was discussion about funds, increases in costs, park and street impact fees, plans for a skate park, benches for parks, playground equipment, capital projects, the strong possibility for rate increases, traffic on highway 2, which is a Department of Transportation issue, costs for Sheriff services, and the wish to increase the level of deputy services.

After discussion, Councilmember Lie moved to adjourn the public hearing and with a second by Councilmember Craig, the motion carried. The hearing was adjourned at 8:21 and the regular agenda resumed.

CONTINUED BUSINESS - none

NEW BUSINESS

Ordinance #786, Amending Title 12. This ordinance adds a new chapter relating to the Tree Board. Councilmember Lie moved to accept Ordinance #786 for an introduction and first reading and with a second by Councilmember Craig, the motion carried.

Tree Board. Leigh Anne Barr gave an update on progress the Tree Board has made in meeting steps required to become a Tree City through the Arbor Foundation. She also updated the council on projects the Tree Board has done.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie thanked Ms. Barr for the Tree Board information.

Councilmember Martin also thanked Ms. Barr. She also said that she would like to have planters with flowers in the city.

Councilmember Craig asked about the closure of a local food bank. Director Norris told her the food bank had been run by the Miracle Food Network, which lost funding. Councilmember Craig then talked about having a community garden.

Councilmember Russell also spoke about the closure of the food bank and the need for such resources.

MINUTES APPROVAL

Councilmember Lie moved to approve the September 16th, 2025, minutes as presented and with a second by Councilmember Craig, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38679 through 38722 with \$96,440.29 for claims and \$51,662.84 for payroll and taxes, for a grand total of \$148,103.13 and with a second by Councilmember Lie, the motion carried.

ADJOURNMENT

Councilmember Martin moved to adjourn the meeting and with a second by Councilmember Craig, the motion carried, and the meeting was adjourned at 8:32 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 10:21:26 Date: 10/15/2025

10/08/2025 To: 10/21/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1836	10/08/2025	Claims	7	38723	US Postal Service	387.50	Utility Billing
1837	10/08/2025	Payroll	7	38724	Employment Security PFML	817.60	Pay Cycle(s) 07/01/2025 To 09/30/2025 - PFML
1838	10/08/2025	Payroll	7	38725	Employment Security WA Cares Fund	720.73	Pay Cycle(s) 07/01/2025 To 09/30/2025 - Long Term Care
1850	10/14/2025	Payroll	7	38726	Richard L Baker	200.00	
1851	10/14/2025	Payroll	7	38727	Denise J Beaston	800.00	
1861	10/21/2025	Claims	7	38728	Amazon Capital Services	85.09	
1862	10/21/2025	Claims	7	38729	Citi Cards	5,904.58	
1863	10/21/2025	Claims	7	38730	City Of Gold Bar	546.00	
1864	10/21/2025	Claims	7	38731	Dept Of Corrections	350.95	
1865	10/21/2025	Claims	7	38732	Snohomish County Dept Of Emergency Management	831.50	Q4 2025
1866	10/21/2025	Claims	7	E38733	Dept Of Revenue-Excise Tax	1,701.17	
1867	10/21/2025	Claims	7	38734	EJ Municipal Land Use Planning, LLC	2,145.00	CAO
1868	10/21/2025	Claims	7	38735	Elite Lock & Safe	267.30	
1869	10/21/2025	Claims	7	38736	Lakeside Industries	208,762.11	Orchard Overlay
1870	10/21/2025	Claims	7	38737	Les Schwab Tires	207.76	
1871	10/21/2025	Claims	7	38738	Lowe's Business Account	328.14	
1872	10/21/2025	Claims	7	38739	Monroe Parts House, Inc. NAPA	512.95	
1873	10/21/2025	Claims	7	38740	National Barricade Co. LLC	610.30	
1874	10/21/2025	Claims	7	38741	O'Reilly Automotive, INC	18.53	
1875	10/21/2025	Claims	7	38742	Sno County Auditor	18.00	Lien
1876	10/21/2025	Claims	7	38743	Sno County PUD	16,468.07	
1877	10/21/2025	Claims	7	38744	Sno County Sheriff	87,248.00	Sept, Oct 2025
1878	10/21/2025	Claims	7	38745	Sound Publishing	10.32	
1879	10/21/2025	Claims	7	38746	Utilities Underground	17.16	
1880	10/21/2025	Claims	7	38747	Ziply Fiber	287.15	
1881	10/21/2025	Claims	7	38748	Ziply Fiber	34.91	
001 General Government						95,491.94	
101 City Street						2,117.93	
104 Street Impact Fee Fund						610.30	
301 Capital Projects Fund						85,133.75	
302 General And Street Grants Fund						123,628.36	
401 Water Operating						20,884.22	
415 Stormwater Fund						1,414.32	
						Claims:	326,742.49
						329,280.82 Payroll:	2,538.33