

Marysville City Council Meeting

September 27, 2010

7:00 p.m.

City Hall

Call to Order

Invocation

Committee Report

Pledge of Allegiance

Roll Call

Presentations

- A. Employee Service Awards. *
- B. Volunteers of the Month. *

Audience Participation

Council Vacancy Selection for Position Number 4

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

- 1. Approval of September 7, 2010 City Council Work Session Minutes.

Consent

- 2. Approval of September 15, 2010 Claims in the Amount of \$156,240.79; Paid by Check Number's 65439 through 65507 with Check Number's 52308, 65299, 65392 and 65432 Voided. *
- 3. Approval of September 20, 2010 Payroll in the Amount of \$958,772.17; Paid by Check Number's 23226 through 23277. Check Number's 23165 and 21426 were voided and Reissued with Check Number's 23224 and 23225. *
- 9. Acceptance of the State Avenue Phase III Corridor Improvement Project, Starting the 45-Day Lien Filing Period for Project Closeout.
- 10. Authorize the Mayor to Sign the Renewal of the Annual Support Agreement and License Agreement for Munis Software with Tyler Technologies, Inc. in the Amount of \$49,040.88.
- 11. Authorize the Mayor to Sign the Nonexclusive Communication Site Sublease between the City of Marysville and Island County Emergency Services Communications Center (I-COM).

Review Bids

- 4. Award the Bid for the 2010 Water Valve Renewal and Replacement Project to D & G Backhoe in the Amount of \$106,156.50 Including Washington State Sales Tax and Approve a Management Reserve of \$10,000 for a Total Allocation of \$116,156.50. *
- 5. Award the 2010 Sewer Renewal and Replacement Project to Road Construction Northwest in the Amount of \$144,002.24 Including Washington State Sales Tax and Approve a Management Reserve of \$20,000 for a Total Allocation of \$164,002.24. *

Public Hearings

Marysville City Council Meeting

September 27, 2010

7:00 p.m.

City Hall

New Business

12. An **Ordinance** of the City of Marysville, Washington, Authorizing the Condemnation, Appropriation, Taking and Damaging of Land and Other Property for Purposes of Construction Sidewalks Along 67th Avenue NE.
13. An **Ordinance** of the City of Marysville, Washington, Relating to Parks and Recreation and the City's Penal Code; Adopting and Adding a New Chapter 6.82 (Park Code) to Title 6 of the Marysville Municipal Code.
14. A **Resolution** for the Adoption of the 2010 Snohomish County Natural Hazards Mitigation Plan Update.
15. A **Resolution** of the City of Marysville for the Acceptance of a \$1,000 Gift Subject to Conditions.
16. Professional Services Agreement between City of Marysville and Strategies 360 Inc. for Consultant Services. *
17. Interlocal Agreement between the City of Marysville and Cities of Arlington, Lake Stevens, Snohomish for SR9 Consultant Services. *

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Tracy Jeffries, Assistant Administrative Services Director, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

***These items have been added or revised from the materials previously distributed in the packets for the September 20, 2010 Work Session.**



Work Session
September 7, 2010

Call to Order / Invocation / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:03 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

Council: Councilmember Lee Phillips (arrived 7:24), Councilmember Jeff Seibert, Councilmember John Soriano, and Councilmember Jeff Vaughan

Absent: Councilmember Carmen Rasmussen and Councilmember Donna Wright

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Thom Graafstra, Chief Smith, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Golf Course Superintendent Peter Colleran and Recording Secretary Laurie Hugdahl.

It was noted that Councilmembers Rasmussen and Wright were out of town and had requested an excused absence. CAO Hirashima indicated that they were expecting Councilmember Phillips. In the absence of a quorum at the beginning of the meeting the agenda was rearranged to allow for non-action items first.

Committee Reports - None

Presentations - None

Discussion Items

Approval of Minutes

1. Approval of July 12, 2010 City Council Meeting Minutes.
2. Approval of July 19, 2010 City Council Work Session Minutes.
3. Approval of July 26, 2010 City Council Meeting Minutes.

Consent

4. Approval of August 20, 2010 Payroll in the Amount of \$831,197.15; Paid by Check Number's 23096 through 23157.

New Business

13. Washington State Department of Corrections Offender Work Crew Agreement.

Parks and Recreation Director Jim Ballew explained this is a renewal of the agreement and there is no monetary change.

14. Renewal of Washington State Patrol Live-Scan to Western Identification Network Automated Fingerprint Identification System (WIN AFIS) Connection User's Agreement.

Chief Smith stated that this is a renewal of a contract for the jail.

15. Addendum Number 2 to the Interlocal Agreement for Jail Services with Snohomish County Jail.

Chief Smith noted that there were some corrections to the 2010 Agreement.

Councilmember Soriano asked what situations would be a cause for county inmates to come to the city. Chief Smith said that if there was a Marysville warrant on someone they could be brought here. It would never be a felony case as those are not housed here.

16. AAA Dispatch Services dba North County Limo and Taxi Services to Operate a For-Hire Business in Marysville.

Finance Director Langdon stated that this is a standard agreement.

17. Request for Additional Management Reserve of \$165,000.00, Increasing the Total Allocation to \$3,078,249.96 for the Ingraham Boulevard Corridor Improvement Project.

Director Nielsen explained that once they started crossing the wet area there were quite a few errors in the plan that they discovered. They are asking for additional management reserve to complete the project. He reviewed some of these changes. He noted that the school opening went well today.

18. Snohomish County Elections Licensing Agreement for a Ballot Drop Box Installation at the Marysville Public Library in 2010.

Jim Ballew explained that the library has been selected as the primary location for a ballot drop box. He reviewed details of this agreement.

19. A **Resolution** of the City of Marysville Washington, Establishing Procedures Relating to Purchasing and Public Works Contracting; Establishing a Vendor List Process for the Purchasing of Supplies, Materials, and Equipment and a Small Works Roster Process to Award Public Works Contracts and Repealing Resolution Number 2126.

Councilmember Seibert pointed out a typo which Director Langdon indicated would be corrected.

Finance Director Langdon explained that this is an update to meet the requirements of legislature.

Legal

Mayor's Business

Mayor Nehring commented that it has been a very busy and productive month.

He discussed committee slots that need to be filled.

He went to Getchell High School this morning. He reviewed his observations regarding the traffic there. He commended staff on the improvements there.

Tomorrow is the last day to submit applications for the new Council position. About ten applications have been received so far.

Touch-a-Truck will be held this Saturday.

Mayor Nehring recognized several special events that occurred during the month of August - Special Olympics Motorcycle Ride, Homegrown, and National Night Out.

Staff Business

Chief Smith:

- He noted that there will be a Public Safety meeting on September 22.
- There will be an awards ceremony on that same day at the police station.
- Today was very busy with the start of school. A lot of traffic citations were written.
- ProAct Team has been very active especially with narcotic and drug offenses.

Sandy Langdon stated that she will be out of town for the Finance Committee scheduled for next Wednesday. There was consensus to reschedule it for September 29 at 4:30 p.m.

Kevin Nielsen:

- He stated that there is a Public Works Committee meeting this Friday. They will be going over snow and ice preparedness topics.
- Public Works is having a barbecue this Friday and everyone is welcome.
- August was very busy with rebidding of the public works building.
- 104th has a broken culvert; staff is trying to repair that and is applying for FEMA money for that.
- Staff have been applying for grants for several other projects as well.

Jim Ballew:

- Touch-a-Truck will be this weekend and several service clubs will be participating.
- A Serve Day project will be conducted at Jennings Nature Park from 9 to 1.
- The last Saturday of August there was an Eagle Scout project by Joshua Vaughan to renovate Jennings Park ball field. It was a very dramatic makeover.
- Park Board will be meeting tomorrow night and will be working on the Park Code.

Thom Graafstra had no comments.

Gloria Hirashima:

- The City received notice from Coca Cola Enterprises that they will be vacating their lease on 10/1. The City will be interviewing potential real estate professionals to lease that property.
- The City has notified Arlington and Lake Stevens about potential court fee increases to move toward court cost coverage for those jurisdictions.
- The Citizens for Smoke-Free Marysville will be having a meeting on September 9 at 7 p.m at the Boys and Girls Club. The Council has been invited to attend.
- She discussed a review of tattoo parlor licensing fees done by staff. A revision to the current code will be coming forward to the October meeting.
- She noted the need for an Executive Session for four items.

Lee Phillips arrived at 7:24 p.m. making a quorum so action could be taken.

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to waive the normal rules of procedures about public comment and voting on action items on the agenda. Motion carried (4-0).

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to excuse Councilmember Wright. Motion carried unanimously (4-0).

Motion made by Councilmember Seibert, seconded by Councilmember Soriano, to excuse Councilmember Rasmussen. Motion carried unanimously (4-0).

Action Items

5. Public Works Building Renovation Project to Peterson Brothers in the Amount of \$212,521.00 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$247,521.00.

Public Works Director Nielsen reviewed details of this project.

Motion made by Councilmember Soriano, seconded by Councilmember Phillips to authorize the Mayor to authorize the Mayor to award the bid for the Public Works Building Renovation Project to Peterson Brothers in the Amount of \$212,521.00 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$247,521.00. Motion passed unanimously (4-0)

6. Approval of the July 28, 2010 Claims in the Amount of \$331,740.53; Paid by Check Number's 64504 through 64650 with Check No. 64385 Voided.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to approve items 6-10 regarding claims. Motion passed unanimously (4-0).

7. Approval of the August 4, 2010 Claims in the Amount of \$1,121,415.22; Paid by Check Number's 64651 through 64788 with No Check Number's Voided.

Approved above on item 6.

8. Approval of the August 5, 2010 Payroll in the Amount of \$1,387,721.93; Paid by Check Number's 23025 through 23095.

Approved above on item 6.

9. Approval of the August 11, 2010 Claims in the Amount of \$565,568.21; Paid by Check Number's 64789 through 64942 with Check Number 63495 Voided.

Approved above on item 6.

10. Approval of the August 18, 2010 Claims in the Amount of \$382,301.61; Paid by Check Number's 64943 through 65070 with No Check Number's Voided.

Approved above on item 6.

11. Authorize \$57,938.00 Including Washington State Sales Tax and a Management Reserve of \$2,000 for a Total Allocation of \$59,938.00 for Materials to Repair the Cedarcrest Golf Course Bunker.

Peter Colleran explained that this deals with materials needed to repair the bunkers and drainage repair at the golf course. Gloria Hirashima added that this will all be either part of the insurance or come out of the Utilities fund.

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano, to authorize the Mayor to approve bills for the repair of the bunkers at Cedarcrest Golf Course in the amount of \$57,938.00 Including Washington State Sales Tax and a Management Reserve of \$2,000 for a Total Allocation of \$59,938.00 for Materials to Repair the Cedarcrest Golf Course Bunker. Motion passed unanimously (4-0).

Action Items

12. Authorize the Mayor to Award Ridgetop, Inc. for the Cedarcrest Bunker Repairs Project in the Amount of \$42,897.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,000 for a Total Allocation of \$44,897.

Peter Colleran reviewed the bids for this project and the scope of the project.

Motion made by Councilmember Vaughan, seconded by Councilmember Soriano to authorize the Mayor to Award Ridgetop, Inc. for the Cedarcrest Bunker Repairs Project in the Amount of \$42,897.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,000 for a Total Allocation of \$44,897. Motion passed unanimously (4-0).

Mayor's Business

20. Appointment to Parks and Recreation Board; Katherine Smith.

Motion made by Councilmember Seibert, seconded by Councilmember Phillips, to approve the appointment of Katherine Smith to the Parks and Recreation Board serving until February 28, 2011 and filling Keith Armstrong's position. Motion passed unanimously (4-0).

Call on Councilmembers

Councilmember Vaughan asked Director Nielsen about transmission towers he has noticed going in on the north end. Director Nielsen explained the plans for the power grid system in this area.

Councilmember Phillips commented that the Special Olympics motorcycle ride was a lot of fun.

Councilmember Soriano helped out with the Homegrown booth. On August 21 he helped with Scrub a Mutt. He appreciated the opportunity to help with these events and expressed gratitude for those who worked to put them on.

Councilmember Seibert was glad to be back and hoped everyone had a good break.

Council recessed at 7:50 into Executive Session which began at 7:55 to cover four items estimated to take 20 minutes with no action.

Executive Session

A. Litigation – two matters concerning pending litigation per RCW 42.30.110 (1)(i) and two Collective bargaining matters per RCW 42.30.140 (4)(a).

B. Personnel

C. Real Estate

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:16 p.m.

Approved this _____ day of _____, 2010.

Mayor
Jon Nehring

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **September 15, 2010** claims in the amount of **\$156,240.79** paid by **Check No.'s 65439 through 65507** with Check No.'s 52308, 65299, 65392 & 65432 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$156,240.79 PAID BY CHECK NO.'S 65439 THROUGH 65507 WITH CHECK NUMBER'S 52308, 65299, 65392 & 65432 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Judy L. Hays

AUDITING OFFICER

9/22/10

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **15th DAY OF SEPTEMBER 2010.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/09/2010 TO 09/15/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
65439	ABELL, NANCY ABELL, NANCY	REIMBURSE POSTAGE/ICE EXPENSE	COMMUNITY DEVELOPMENT- PERSONNEL ADMINISTRATIO	5.37 22.52
65440	ACE ACME SEPTIC SVC	PORTABLE TOILET RENTAL	WATER RESERVOIRS	90.00
65441	ALBERTSONS	WATER FOR WORK CREW	UTIL ADMIN	13.00
65442	ALDARRA	CUSHMAN SPRAYER, JACOBSEN BLOW	MAINTENANCE	3,000.00
65443	ALDERMAN, ROY A	REIMBURSE PARKING EXPENSE	UTIL ADMIN	20.00
65444	ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL EQUIPMENT RENTAL	36.44 36.54
65445	ASSN OF WA CITIES	2010 SALARY & BENEFIT SURVEY	PERSONNEL ADMINISTRATIO	175.00
65446	AT BATTERY COMPANY AT BATTERY COMPANY	REPLACEMENT LAPTOP BATTERIES	INFORMATION SERVICES IS REPLACEMENT ACCOUNTS	-34.46 435.08
65447	AT&T MOBILITY	ACCT #287017967673	POLICE PATROL	17.42
65448	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	COMPUTER SERVICES	100.10
65449	BARNETT IMPLEMENT BARNETT IMPLEMENT	FINANCE CHARGES MOWER BLADES	MAINTENANCE MAINTENANCE	2.94 65.38
65450	BLACK ROCK CABLE INC	ACCT # CID-1230	CENTRAL SERVICES	493.50
65451	CEMEX	CLASS B ASPHALT	SEWER CAPITAL PROJECTS	207.76
65452	CNR, INC	MAINTENANCE CONTRACT 9/2010	COMPUTER SERVICES	1,355.79
65453	COMMERCIAL FIRE	FIRE EXT SERVICE/RECHARGE	ER&R	85.00
65454	CRISTIANO'S	LUNCH FOR CD DIRECTOR INTERVIE	COMMUNITY DEVELOPMENT-	125.98
65455	CROP PRODUCTION SRVC	GREENS FERTILIZER	MAINTENANCE	1,045.55
65456	CUSTOM BRANDED CUSTOM BRANDED	GOLF SHIRTS	GOLF COURSE GOLF COURSE	167.33 298.93
65457	DELL	MUNIS SERVER EXTENDED WARRANTY	IS REPLACEMENT ACCOUNTS	1,242.28
65458	DICKS TOWING	TOWING EXPENSE VEH # P106	EQUIPMENT RENTAL	43.44
65459	DIVERSINT	PRINTER BIN SENSOR REPLACEMENT	COMPUTER SERVICES	37.90
65460	ETONIC WORLDWIDE LLC	GOLF GLOVES	GOLF COURSE	546.50
65461	EVERETT HYDRAULICS	PAINT AGITATOR # W004	EQUIPMENT RENTAL	1,380.94
65462	FIDELITY NATIONAL TI	UB 982917000000 2917 74TH DR N	WATER/SEWER OPERATION	47.69
65463	FIDELITY NATIONAL TI		WATER/SEWER OPERATION	106.94
65464	GENERAL CHEMICAL	ALUM SULFATE 12.203 DRY TON	WASTE WATER TREATMENT	3,339.63
65465	GIBBS, TERRY	UB 461500000000 14605 TIMBERBR	WATER/SEWER OPERATION	15.00
65466	GOVCONNECTION INC GOVCONNECTION INC	STATION 65 CONNECTION UPGRADE	CENTRAL SERVICES CENTRAL SERVICES	942.67 1,312.06
65467	HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY	BLUE STAKING FLAG QUICK JOINT COUPLINGS METER BOX COVERS METER BOX CONCRETE LIDS	ER&R WATER/SEWER OPERATION WATER/SEWER OPERATION WATER/SEWER OPERATION	21.72 90.07 97.68 113.95
65468	HD SUPPLY WATERWORKS	PIPE SUPPORT, GALV HARDWARE	PUMPING PLANT	340.08
65469	HILINE	BOLTS, NUTS, ELEC CONNECTORS	EQUIPMENT RENTAL	508.83
65470	K & D DEVELOPMENT	RECOVERY CONTRACT # 284-SEWER	WATER/SEWER OPERATION	2,004.92
65471	LABOR & INDUSTRIES LABOR & INDUSTRIES	NOTICE/ORDER TO WITHHOLD NO. 0	WATER/SEWER OPERATION UTILITY CONSTRUCTION	306.85 6,746.71
65472	LAKE STEVENS SCHOOL	MITIGATION FEES 8/2010	SCHOOL MIT FEES	7,134.00
65473	MARYSVILLE AWARDS	BRASS PLATE & ENGRAVING	EXECUTIVE ADMIN	29.32
65474	MARYSVILLE FORD MARYSVILLE FORD	AIR CONTROL & GASKET BRAKE ROTORS,BRAKE PADS	EXECUTIVE ADMIN ER&R	108.22 417.98
65475	MARYSVILLE PRINTING	ENVELOPES	PERSONNEL ADMINISTRATIO	119.55
65476	MARYSVILLE SCHOOL	MITIGATION FEES 8/2010	SCHOOL MIT FEES	11,410.00
65477	MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF	WATER @ 1050 COLUMBIA FIRELINE @ 1049 STATE AVE WATER @ 4TH & I-5 (IRR) WTR/SWR @ 316 CEDAR AVE	PARK & RECREATION FAC ADMIN FACILITIES PARK & RECREATION FAC PRO-SHOP	29.60 62.63 63.64 90.17

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/09/2010 TO 09/15/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
65477	MARYSVILLE, CITY OF	WTR/SWR @ 1050 COLUMBIA	PARK & RECREATION FAC	100.04
	MARYSVILLE, CITY OF	WTR/SWR @ 514 DELTA (PARK REST	PARK & RECREATION FAC	109.78
	MARYSVILLE, CITY OF	WATER @ 1049 STATE AVE (IRR)	ADMIN FACILITIES	163.31
	MARYSVILLE, CITY OF	WTR/SWR @ 61 STATE AVE	MAINT OF GENL PLANT	174.39
	MARYSVILLE, CITY OF	WTR/SWR @ 80 COLUMBIA	MAINT OF GENL PLANT	188.70
	MARYSVILLE, CITY OF	WATER @ 6TH & STATE AVE (IRR)	PARK & RECREATION FAC	197.76
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 601 DELTA	MAINT OF GENL PLANT	465.29
	MARYSVILLE, CITY OF	GARBAGE @ 80 COLUMBIA	ROADWAY MAINTENANCE	527.52
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 514 DELTA	SENIOR CENTER	571.15
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 1326 1ST ST	STORM DRAINAGE	615.37
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 1049 STATE AVE	ADMIN FACILITIES	667.08
	MARYSVILLE, CITY OF	GARBAGE @ 80 COLUMBIA	EQUIPMENT RENTAL	689.16
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 1015 STATE AVE	COURT FACILITIES	961.89
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 80 COLUMBIA	MAINT OF GENL PLANT	1,117.20
	MARYSVILLE, CITY OF	WATER @ 1ST & STATE (IRR)	PARK & RECREATION FAC	1,144.70
	MARYSVILLE, CITY OF	WATER @ 80 COLUMBIA	WASTE WATER TREATMENT	1,709.31
	MARYSVILLE, CITY OF	WTR/SWR/GRB @ 80 COLUMBIA	WASTE WATER TREATMENT	1,882.23
65478	MCLOUGHLIN & EARDLEY	LIGHT BAR STROBES,STROBE REPLA	ER&R	-31.66
	MCLOUGHLIN & EARDLEY		ER&R	399.81
65479	MEDICAL DIAGNOSTIC	DOT EXAMS (6)	GENERAL SERVICES - OVERH	70.00
	MEDICAL DIAGNOSTIC		SOLID WASTE OPERATIONS	70.00
	MEDICAL DIAGNOSTIC		BUILDING MAINTENANCE	70.00
	MEDICAL DIAGNOSTIC		UTIL ADMIN	210.00
65480	MODERN MACHINERY CO,	INNER & OUTER AIR FILTERS	ER&R	99.10
	MODERN MACHINERY CO,		ER&R	181.91
	MODERN MACHINERY CO,	OIL FILTER,FUEL/WTR SEPERATOR,	ER&R	212.55
65481	NORTH SOUND HOSE	VACTOR HOSE REPLACEMENT	WATER DIST MAINS	162.57
65482	NORTON, WORTH	REIMBURSE MILEAGE/REGISTRATION	COMPUTER SERVICES	43.23
	NORTON, WORTH		COMPUTER SERVICES	250.00
65483	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	37.74
65484	PACIFIC TOPSOILS	12 YDS BARK	STORM DRAINAGE	239.92
65485	PARTS STORE, THE	FLASHER ELECTRIDON	ER&R	10.07
	PARTS STORE, THE	AIR,OIL FILTERS,BATTERY W/CORE	ER&R	200.92
	PARTS STORE, THE	BATTERIES W/CORE CHRGS, TERM P	ER&R	460.19
65486	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	43.16
	PETROCARD SYSTEMS		ENGR-GENL	59.00
	PETROCARD SYSTEMS		STORM DRAINAGE	85.23
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	148.68
	PETROCARD SYSTEMS		BUILDING MAINTENANCE	265.69
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	530.55
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,520.26
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,001.34
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,480.50
	PETROCARD SYSTEMS		POLICE PATROL	5,147.86
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,717.06
65487	PLANNING & DEVELOP.	GRADING PERMIT	WATER MAINS INSTALL	1,829.67
65488	PUD	ACCT #2033-4458-5	STREET LIGHTING	48.68
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	56.47
	PUD	ACCT #2004-9984-6	PARK & RECREATION FAC	63.84
65489	PUGET SOUND ENERGY	ACCT #433-744-264-6	PRO-SHOP	33.42
	PUGET SOUND ENERGY	ACCT #922-456-500-3	MAINT OF GENL PLANT	37.75
	PUGET SOUND ENERGY	ACCT #835-819-211-3	COURT FACILITIES	57.50
	PUGET SOUND ENERGY	ACCT #616-190-400-5	SENIOR CENTER	59.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 09/09/2010 TO 09/15/2010

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
65489	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	ADMIN FACILITIES	72.81
	PUGET SOUND ENERGY	ACCT #435-851-700-3	MAINT OF GENL PLANT	96.90
	PUGET SOUND ENERGY	ACCT #753-901-800-7	PUBLIC SAFETY FAC-GENL	205.24
65490	ROMO, GREG	UB 985017010000 5017 SUNNYSIDE	GARBAGE	278.01
65491	SCHROEDER, LYNN	REIMBURSE WATER/KLEENEX/SHIPPI	PERSONNEL ADMINISTRATIO	19.53
	SCHROEDER, LYNN		EXECUTIVE ADMIN	70.82
65492	SMOKEY POINT CONCRET	CRUSHED ROCK	WATER CAPITAL PROJECTS	256.83
65493	SMOKEY POINT CONCRET	BILLING ERROR INV 92038288	SIDEWALKS MAINTENANCE	-923.10
	SMOKEY POINT CONCRET	BILLING ERROR INV 98077930	SIDEWALKS MAINTENANCE	-135.40
	SMOKEY POINT CONCRET	CRUSHED ROCK	WATER RESERVOIRS	84.25
	SMOKEY POINT CONCRET	PEAGRAVEL BILLING ERROR	SIDEWALKS MAINTENANCE	135.40
	SMOKEY POINT CONCRET	CONCRETE BILLING ERROR	SIDEWALKS MAINTENANCE	923.10
65494	SNAP-ON INCORPORATED	SOCKETS, SOCKET SETS,SCREWDRIV	EQUIPMENT RENTAL	570.42
65495	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	831.34
65496	SNOHOMISH PUBLISHING	FALL ACTIVITY GUIDE/NEWSLETTER	COMMUNITY INFO SERV	4,878.84
	SNOHOMISH PUBLISHING		RECREATION SERVICES	5,565.81
65497	SOUND SAFETY	GLOVES	ER&R	51.87
	SOUND SAFETY	SAFETY GLASSES	ER&R	56.24
	SOUND SAFETY	GLOVES	ER&R	69.73
	SOUND SAFETY		ER&R	116.21
65498	STATE PATROL	BACKGROUND CHECKS 8/2010	PERSONNEL ADMINISTRATIO	80.00
65499	THOMAS, J STEVEN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
65500	TORO NSN	IRRIGATION COMPUTER SOFTWARE L	MAINTENANCE	134.00
	TORO NSN		MAINTENANCE	134.00
65501	UNITED PARCEL SERVIC	SHIPPING EXPENSE	PUMPING PLANT	13.51
65502	UNITED PIPE & SUPPLY	GASKETS	PUMPING PLANT	65.16
	UNITED PIPE & SUPPLY	NORTH POINT METERS	WATER SERVICE INSTALL	14,883.54
65503	UNIVERSITY,WA STATE	PESTICIDE TRAINING 12/9/2010	MAINTENANCE	75.00
65504	VERIZON/FRONTIER	ACCT # 106741103110	UTIL ADMIN	152.68
65505	WA STATE TREASURER	PUBLIC SAFTEY & BLDG REVENUE	GENERAL FUND	684.00
	WA STATE TREASURER		GENERAL FUND	46,371.62
65506	WHITE CAP CONSTRUCT	ADAPTER FOR ROTO HAMMER	WATER/SEWER OPERATION	-6.01
	WHITE CAP CONSTRUCT		WATER MAINS INSTALL	75.80
65507	WILCO-WINFIELD, LLC	PLANT PROTECTANT	MAINTENANCE	809.68

WARRANT TOTAL: 158,516.36

VOIDS

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

CHECK # 52308	CHECK LOST IN MAIL	(185.00)
CHECK # 65299	INITIATOR ERROR	(1829.67)
CHECK # 65392	INITIATOR ERROR	(108.22)
CHECK # 65432	INITIATOR ERROR	(152.68)

156,240.79

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 20, 2010 payroll in the amount \$958,772.17 Check No.'s 23226 through 23277 with voided check No.'s 23165 & 21426 and reissued Check No.'s 23224 & 23225.

COUNCIL ACTION:

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Project Acceptance: State Avenue Phase III Corridor Improvements, 136 th Street NE to 152 nd Street NE	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: • Substantial Completion Letter	
BUDGET CODE: 30500030.563000 R0301	AMOUNT: N/A

SUMMARY:

Marysville City Council awarded the “State Avenue Phase III Corridor Improvement Project” contract to Granite Northwest, Inc dba Wilder Construction Company on April 28, 2008 in the amount of \$12,012,962.82.

Subsequent to this the City deemed the project substantially complete on October 29, 2009. (See attachment.) The total cost for completion of the project relative to original budget is as follows:

Construction Budget:		Actual Construction Cost:	
Base Contract Amount	\$12,012,962.82	Base Contract Amount	\$12,012,962.82
Management Reserve	\$250,000.00	Construction Change Orders	\$260,107.14
Subtotal	\$12,262,962.82	TOTAL	\$12,273,069.96
Council-Authorized Settlement	\$342,517.00		
TOTAL	\$12,605,479.82		

The work performed under this Contract was inspected by City Engineering staff and found to be physically complete in accordance with the approved plans and specifications. It should be noted that physical completion was not attained until approximately June 15, 2010 – due to protracted closeout negotiations and delayed punchlist completion – and it is for this reason that the project is just now being brought forward for recommended acceptance.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to accept the State Avenue Phase III Corridor Improvement Project, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
ci.marysville.wa.us

August 31, 2010

Mr. Mike Stein, Project Manager
Granite Construction Company
1525 E. Marine View Drive
Everett, WA 98201-1927

Re: Marysville Project No. R-0301, F.A. STP UL-2691 (004)
State Avenue – 136th Street NE to 152nd Street NE Corridor Improvements
Substantial Completion Date - Revised

Dear Mike:

Pursuant to recent conversations and negotiations between the City and Granite, this letter constitutes an amendment to the City's prior determination of substantial completion, as enclosed. As discussed and agreed to, this letter revises the date of substantial completion for the subject project from Tuesday November 3, 2009 to the preceding Thursday — October 29, 2009. As you will recall, this represents the date that the City realized full use of all new traffic signals on the project.

This being the case, the total number of working days that elapsed between the October 6, 2009 contractual completion date and the revised substantial completion date equal seventeen (17). When one subtracts the additional working days granted via change order after October 29 — *four (4) and five (5) for change orders 17 and 20, respectively* — this then yields a net total of eight (8) days which qualify for assessment of liquidated damages. Accordingly, liquidated damages are calculated as follows:

$$(8 \text{ days}) \times (\$6,006.48/\text{day}) \Rightarrow \underline{\$48,051.84}$$

This equates precisely to the total amount of liquidated damages assessed to date (*by way of Progress Payment No. 16*), as you are aware. Should you have any questions or wish to discuss this further, please call.

Sincerely,
CITY OF MARYSVILLE

A handwritten signature in cursive script that reads "Pat Gruenhagen".

Patrick L. Gruenhagen, P.E.
Project Manager

Enclosures

CC: Project File, R-0301
John Cowling



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
ci.marysville.wa.us

November 5, 2009

Mr. Mark Ottele, Project Manager
Granite Construction Company
1525 E. Marine View Drive
Everett, WA 98201-1927

Re: Marysville Project No. R-0301, F.A. STP UL-2691 (004)
State Avenue – 136th Street NE to 152nd Street NE Corridor Improvements
Substantial Completion

Dear Mark:

The City is in receipt of Granite Serial Letter No. 110, requesting that the City deem the subject project "substantially complete." As noted within follow-up to your letter, major elements of work were still under way as of this Monday, November 2 – namely the forming and pouring of the concrete slabs at the 128th Street NE stormwater pond/pump station. Consequently, the City realized *full use and benefit* of the project on Tuesday, November 3, 2009, and the project is hereby deemed substantially complete as of that day.

As per the City's letter of October 6, the City is entitled to liquidated damages for each working day that elapses between the contractual completion date and the date that the project is deemed substantially complete. We note that twenty (20) working days elapsed between the contractual completion date and the date of substantial completion. Taking into consideration the four (4) additional days requested by Granite for the "road maintenance" change order, this then leaves a net total of sixteen (16) days that will be used as a basis for calculation of liquidated damages. Accordingly, total liquidated damages to be withheld amount to (16 days) x (\$6,006.48/day), or \$96,103.68.

I provided you with a final electrical punchlist earlier today, and understand that Rick Herzog will be completing a punchlist for remaining items either today or tomorrow. We look forward to working with you in coming days to complete remaining work on the project, and to the positive milestone marked by tomorrow's ribbon cutting.

Please note that while the City is willing to continue conversations and negotiations with Granite on various matters that remain before us, our willingness to do so should not be construed to mean that the City has waived or intends to waive any rights, claims, or defenses which it might have under the contract, including those relating to the contract's notice and claim provisions.

Sincerely,
CITY OF MARYSVILLE

A handwritten signature in cursive script that reads "Pat Gruenhagen".

Patrick L. Gruenhagen, P.E.
Project Manager

Enclosures

CC: John Cowling / Rick Herzog, City
Project File, R-0301

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

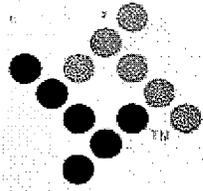
AGENDA ITEM: Approve Annual Support Agreement and License Agreement for Munis Software	
PREPARED BY: Worth Norton, DEPARTMENT: Finance - Information Services	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Annual Support Agreement and License Agreement for Munis Software 2. Tyler Technologies, Inc. Invoice No. 33994	
BUDGET CODE: 50300030 541000	AMOUNT: \$49,040.88

SUMMARY:

The attached contract is for the yearly license and support for Munis software. This agreement provides support for the City's financial software. Munis software is the City's financial software package including all Accounting, Utility Billing, and Payroll software. This agreement provides user and administrative support for all applications as well as software updates and maintenance.

RECOMMENDED ACTION:

The Finance and Information Services Departments recommend that the City Council authorize the Mayor to sign the attached contract and approve payment of Tyler Technologies, Inc. invoice number 33994.



tyler
technologies

Remittance:

Tyler Technologies, Inc
P.O. Box 678168
Dallas, TX 75267-8168

Invoice

Invoice No	Date	Page
33994	08/11/2010	1 of 2

Questions:

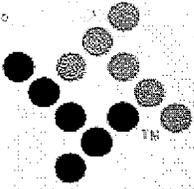
Phone: 207-781-2260
Toll-free: 1-800-772-2260
Email: munis.accounting@tylertech.com
Fax : 207-781-2459 (Accounting Dept)

Bill To: CITY OF MARYSVILLE
ATTN: SANDY LANGDON
1049 STATE AVENUE
MARYSVILLE, WA 98270

Ship To: CITY OF MARYSVILLE
ATTN: SANDY LANGDON
1049 STATE AVENUE
MARYSVILLE, WA 98270

Customer No.	Ord No	PO Number	Ext Ref No.	Currency	Terms	Due Date
4700	17544			USD	NET30	09/10/2010

Date	Description	Units	Rate	Extended Price
Contract No.: MARYSVILLE, WA				
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,406.60	2,406.60
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	11,431.35	11,431.35
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,842.35	2,842.35
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,625.00	2,625.00
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,094.10	1,094.10
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,684.20	1,684.20
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,406.60	2,406.60
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,859.55	1,859.55
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,537.85	2,537.85
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,188.20	2,188.20



tyler
technologies

Remittance:

Tyler Technologies, Inc
P.O. Box 678168
Dallas, TX 75267-8168

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
33994	08/11/2010	2 of 2

Questions:

Phone: 207-781-2260
Toll-free: 1-800-772-2260
Email: munis.accounting@tylertech.com
Fax : 207-781-2459 (Accounting Dept)

Bill To: CITY OF MARYSVILLE
ATTN: SANDY LANGDON
1049 STATE AVENUE
MARYSVILLE, WA 98270

Ship To: CITY OF MARYSVILLE
ATTN: SANDY LANGDON
1049 STATE AVENUE
MARYSVILLE, WA 98270

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Ext Ref No.</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
4700	17544			USD	NET30	09/10/2010

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,625.00	2,625.00
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,188.20	2,188.20
	SUPPORT & UPDATE LICENSING - UTILITY BILLING Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	5,032.65	5,032.65
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	1,804.95	1,804.95
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 09/Oct/2010, End: 08/Oct/2011	1	2,430.75	2,430.75

Subtotal	45,157.35
Sales Tax	3,883.53
Invoice Total	49,040.88

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to: 4700	City of Marysville Attn: Sandy Langdon	Contact: Sandy Langdon
Address:	1049 State Avenue Marysville, WA 98270	Telephone: 360.651.5017

This Support and License Agreement (herein "Agreement") is entered into between City of Marysville (Licensee) with its principal place of business at 1049 State Avenue, Marysville, WA and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 9th day of October 2010

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement
This Agreement is effective as of 10/09/10 and shall remain in force until 10/08/11 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement
Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: City/Town/Village School County Other
(This Agreement is limited to only those entities marked.)

III. Payment
1. Licensee agrees to pay MUNIS \$ 45,157.35 for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

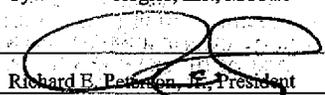
IV. Covered Products
This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:	Application:
Accounting/GL/BG/AP	D
Accounts Receivable	D
Fixed Assets	D
General Billing	D
HR Management	B
Inventory	D
MUNIS Crystal Reports	D
MUNIS Office	D
Payroll	B
Project & Grant Accounting	D
Purchase Orders	D
Requisitions	D
Utility Billing	D
Tyler Forms Processing	D
UB Interface	D

Licensee¹

Tyler Technologies, Inc., MUNIS Division

Date


Richard F. Peterson, Jr., President
Date August 10, 2010

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. **THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.**

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Nonexclusive Communication Site Sublease	
PREPARED BY: Grant Weed	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS: Nonexclusive Communication Site Sublease	
BUDGET CODE:	AMOUNT:

SUMMARY:

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Nonexclusive Communication Site Sublease with Island County Emergency Services Communications Center (I-COM).

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE (this "Sublease") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City" or "Sublessor"), and Island County Emergency Services Communications Center, a public agency, created by Interlocal Agreement for Island County Emergency Services Communication Center, as amended by First Amendment to Interlocal Agreement for Island County Emergency Services Communication Center (hereinafter sometimes called "I-COM" or "Sublessee") this ____ day of September, 2010.

RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has constructed a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements with third-party co-locators.
- IV. Sublessee desires to enter into a sublease with the City on the terms and conditions of this Sublease for the equipment installed or to be installed.

AGREEMENT

In consideration of the mutual covenants contained in this Sublease, the parties agree as follows:

1. RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.

Unless specifically provided otherwise herein, Sublessee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.

2. WARRANTY OF CITY. The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Sublessee, either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Sublessee's intended use.

3. **NONEXCLUSIVE.** This is a nonexclusive Sublease and Sublessee acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease the site and improvements to other sublessees to co-locate upon and use the premises and improvements for communications.

4. **PRECONDITIONS.** The City's performance under this Sublease is expressly preconditioned upon any preconstruction interference study conducted by or delivered to the City showing that Sublessee's agreed equipment will not cause interference as the City may determine. In the event of an unacceptable interference, at the option of the City, the City may declare this Sublease null and void and of no force and effect. Unless set out in **Exhibit A**, there are no other preconditions to Sublessee's payment and performance under this lease. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease upon the stated effective date and sublessee shall fully pay all rents and other charges due and perform all obligations of Sublessee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease to Sublessee and Sublessee agrees to lease from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on **Exhibit B** ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in **Exhibit B** hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in **Exhibit B** (the "Equipment and Structures List"). By taking possession of the premises, Sublessee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be for five (5) years and shall commence on October 1, 2010 and end on September 30, 2015. The term may be extended as permitted under the terms of this Sublease for one (1) additional five (5) year term.

7. **EXERCISE OF OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease, and Sublessee has faithfully and fully performed all terms and conditions of this Sublease, Sublessee shall have the right to extend this Sublease on the following terms and conditions:

a. **Notice.** Between one hundred eighty (180) days before and one hundred fifty (150) days before the termination date, Sublessee shall give the City written notice of its intent to extend this Sublease. Said notice shall be addressed and mailed in accordance with paragraph 31a of this Sublease.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease. If there are costs associated with said study, Sublessee shall reimburse the City's costs.

c. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Sublessee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit B** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit B**. The City may require that Sublessee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Sublessee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Sublessee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Unless waived or modified by SERS, Sublessee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. As currently drafted the General Terms and Conditions limit said fee to not exceed \$12,500. Said fee shall be paid upon execution of this Sublease.

b. **City Siting Fee.** Because Sublessee is another Washington State government unit, City waives any City siting fee.

c. **Security Deposit.** Because Sublessee is another Washington State government unit, City waives any City security deposit.

d. **Annual Base Rent.** Sublessee shall pay the City annual base rent in the amount of \$4,084.00. Annual base rent for the first year shall be due and payable on the commencement date. Annual base rent for subsequent years of this Sublease shall be due and payable on the anniversary of the commencement date. Should the City allow Sublessee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ratio to account for additions or changes in the middle of a lease year. At the option of Sublessee, the annual rent may be paid in 12 equal payments, the first due on October 1, 2010 with subsequent payments due on the first day of each succeeding month.

d. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted 3 % per year beginning with the lease year commencing on the first anniversary of the commencement date. .

e. **Insurance Cost.** If as a result of this Sublease the City's cost for any insurance shall increase, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f. **Utilities Cost.** If all of the utilities to Sublessee's equipment and facilities are not separately metered and billed to Sublessee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease, or the City's receipt of payments under this Sublease, upon the City's payment of said tax, the City shall invoice sublessee for the tax imposed upon the City. Sublessee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **LATE PAYMENTS; INTEREST.**

a. **Late Charge.** If any rent, additional rent or other charge is not received by the City from Sublessee within ten (10) days of its due date, Sublessee shall immediately pay the City a late charge equal to five percent (5%) of the amount of the rent, additional rent or other charge. Payment of a late charge shall not be construed as a waiver of any other rights that the City may have under this Sublease.

b. **Interest.** In addition to all other charges, Sublessee shall pay to the City interest at the rate of one percent (1%) per month, or the maximum legal rate of interest, whichever is less, on any rent, additional rent, or other charge from any after the 10th day after the amount is due.

11. **TAXES.** Sublessee shall timely pay all taxes, real, personal or otherwise, if any which become due and payable for or on account of this Sublease or location of the agreed

equipment on the premises. Upon request, evidence of all such payments shall be provided to the City. Sublessee shall insure that no lien is imposed upon the premises and agrees to indemnify the City from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses, and consultants) which may be imposed upon, or incurred by City to address taxes owed by sublessee.

12. USE OF THE CONNECTION AND STORAGE AREAS.

a. **Installation.** Sublessee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Sublessee's equipment shall be at the sole cost and expense of Sublessee. Sublessee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Sublessee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Sublessee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Sublessee shall remove its equipment and materials from the premises upon the termination of this Sublease at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Sublessee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Sublessee shall be relieved of the duty to otherwise remove the same. If Sublessee is required to remove its materials and equipment, Sublessee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Sublessee and Sublessee shall hold the City harmless from any portion thereof.

13. EQUIPMENT AND MATERIALS UPGRADE. Sublessee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. MAINTENANCE.

a. Sublessee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Sublessee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Sublessee shall have sole responsibility for the maintenance, repair and security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease term.

c. Sublessee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Sublessee shall take reasonable measures at Sublessee's sole cost to cover and/or protect Sublessee's equipment, personal property or materials.

15. LIENS. Sublessee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Sublessee, or claimed by or through Sublessee. Sublessee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. PREMISES ACCESS.

a. Sublessee at all times during this Sublease, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Sublessee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Sublessee to examine and inspect the premises for safety and to ensure that the Sublessee is complying with the provisions of this Sublease.

17. UTILITIES. Unless separate metering is not available, Sublessee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease.

Sublessee shall pay all costs associated with arranging for said metering and Sublessee shall pay all utility charges as and when they come due. Sublessee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Sublessee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or losses resulting from such interruption or failure.

18. **LICENSE FEES.** Sublessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Sublessee's use of the premises.

19. **INTERFERENCE.** Sublessee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Sublessee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time, at Sublessee's expense, obtain an interference study to determine if Sublessee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Sublessee's agreed equipment. If Sublessee's agreed equipment causes interference, Sublessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Sublessee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease.

The City may receive requests to sublease to co-locators. If after installation of Sublessee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Sublessee of the proposal, and the City will supply Sublessee with such information as the third party will provide for review for noninterference. Sublessee shall have thirty (30) days to review and comment on the information supplied. If Sublessee does not object in writing within the said thirty (30) days, then Sublessee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Sublessee's agreed equipment and operation. If Sublessee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Sublessee subsequent noninterference with Sublessee's agreed equipment. Further, regardless of

the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Sublessee's use. In such event, Sublessee may terminate this sublease on thirty (30) days notice to the City.

20. INSURANCE.

a. Sublessee shall procure and maintain during the duration of this Sublease insurance against claims for injuries to persons or damage to property which may arise from or in connection with Sublessee's operation and use of the subleased premises as follows:

i. Commercial General liability insurance in the minimum combined single limit of \$5,000,000. Said insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Sublessee's commercial General Liability Insurance Policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

ii. Property insurance covering the full value of Sublessee's property and improvements with no co-insurance provisions. Property insurance shall be written on an all risks basis.

b. The Commercial General Liability Insurance shall specify that Sublessee's insurance is primary insurance as respect the City. Any insurance, self-insurance or insurance pool coverage of the City shall be excess coverage to the Sublessee's insurance and shall not contribute with it. Sublessee's insurance shall be endorsed to state that coverage will not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested has been give to the City. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Sublessee shall provide the City with evidence of insurance including certificates of insurance as the City may from time to time request.

c. Sublessee may satisfy the insurance obligations by maintaining a self insurance program satisfying the minimum requirements set out in subparagraphs a and b of this paragraph 20. Sublessee shall provide City such certification(s) of said self insurance program as city may reasonably require.

d. The City and Sublessee hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

21. **INDEMNIFICATION.** Sublessee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Sublessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Sublessee's agreed equipment, or Sublessee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Sublessee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Sublessee's agreed equipment, and upon request of City sublessee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Sublessee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease.

Sublessee hereby waives, as to the City only, the immunity of the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify the City as provided for in this paragraph 21. This waiver has been mutually negotiated by the parties Initials MB; _____.

22. **RELEASE OF CLAIMS.** Sublessee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

(a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);

(b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or

iii. Any hazardous substance as defined in:

(a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or

(b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. **Environmental Compliance.**

i. In the use and occupancy of the Premises, the Sublessee shall, at the Sublessee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Sublessee's business or any activity or condition on or about the premises (the "environmental laws"). The Sublessee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Sublessee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.

ii. The Sublessee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Sublessee agrees that such activity shall occur safely and in compliance with the environmental laws.

iii. The Sublessee shall not cause or permit to occur any violation of the environmental laws on, under, or about the premises, or arising from the Sublessee's use or occupancy of the premises.

iv. The Sublessee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Sublessee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Sublessee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Sublessee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation by undertaken because of any action of Sublessee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease, then Sublessee shall, in a timely manner and at the Sublessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Sublessee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** The Sublessee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Sublessee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage,

treatment, deposit and/or sale of hazardous materials by the Sublessee. For the purposes of this paragraph, "Sublessee" shall be construed to mean Sublessee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease.

d. **Remediation on Lease Termination.** Upon expiration or earlier termination of this Sublease, Sublessee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Sublessee, and Sublessee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Sublessee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Sublessee's compliance with environmental laws. If Sublessee does not timely proceed with a plan of cleanup, the City may supply Sublessee with a notice of default, and if within the deadline specified in the notice, Sublessee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Sublessee.

24. **NON-DISCRIMINATION.** The City and Sublessee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Sublessee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Sublessee shall fail to fully and timely make any payment under this Sublease or fail to fully and timely perform as required by this Sublease. In the event of a default, the City may give Sublessee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Sublessee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Sublessee from the premises. At its option, the City may also (1) declare in writing the sublease terminated,

in which event Sublessee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Sublessee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Sublessee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease, or because of a dispute concerning the terms and provisions of this Sublease, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought under the terms of this Sublease shall be in the Snohomish County Superior Court.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease, the City and Sublessee, upon giving notice as specified, shall have optional rights to terminate this Sublease as follows:

a. **Failure of Precondition.** Without any notice, that party for whom a precondition is specified elsewhere in this Sublease, and the remedy of termination is granted, may declare this Sublease null and void for the failure of a precondition in its favor.

b. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Sublessee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

c. **Insolvency.** Without notice, upon Sublessee being the subject of a bankruptcy filing, the City may declare this Sublease terminated.

d. **Passage of Law or Regulation.** Should the State or Federal government by statute, regulation or decision require the City, because it has entered into this

Sublease, to allow other co-locators on the antenna and premises, then the City upon thirty (30) days written notice to Sublessee may declare this Sublease terminated.

e. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Sublessee's use.

f. **Redevelopment.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

g. **Health Hazard.** Upon thirty (30) days written notice from the City to Sublessee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

h. **Any Other Provision.** Upon such notice, and under such circumstances as other provisions of this Sublease set out.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Sublessee shall not assign or transfer this Sublease or any interest or rights therein, nor delegate its duties under this Sublease, nor sub-sublease the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease for the whole or any part of the premises, nor shall this Sublease or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee — Production of Records.** If Sublessee desires to transfer this Sublease, Sublessee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the sublessee. Upon request by City, sublessee shall provide:

i. a full and complete financial statement of the proposed transferee;

ii. a copy of the proposed transfer instrument;

iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and

iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Sublessee and shall not be subject to litigation or appeal. The City shall charge Sublessee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Sublessee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease and the Master Lease. Despite consent by the City and a permitted transfer, Sublessee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

a. if to City, to:

The Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville WA 98270

b. if to sublessee, to

I-COM

Attention: Director of the Emergency Communications Center
840 S.E. Barrington Drive
Oak Harbor, WA 98277

32. **HOLDING OVER.** If Sublessee holds over after the expiration of the term of this Sublease or any extension thereof, Sublessee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Sublessee fails to surrender possession of the premises upon expiration of this Sublease, despite demand to do so, as provided for by law, Sublessee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease.

33. **NO PRESUMPTION AGAINST DRAFTER.** Sublessee and City agree that this Sublease has been freely negotiated by the parties, and in the event of any dispute concerning the meaning or interpretation of the terms and conditions of this Sublease, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease.

34. **CAPTIONS.** The captions of this Sublease are for convenience only and do not in any way limit or amplify the provisions of this Sublease.

35. **AUTHORITY.** Sublessee covenants and represents that it has full authority and power to execute this Sublease, and that by execution of this Sublease it will not violate any provision of law or contract and that Sublessee will be fully bound to full payment and performance under the terms of this Sublease.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease shall preclude the City from pursuing any other remedies the City may have for or on account of Sublessee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease, besides performance of specific removal and remediation covenants provided for elsewhere in this

Sublease, and subject to those covenants, Sublessee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease.

DATED: _____

DATED: 8/27/10

CITY OF MARYSVILLE

ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER

By _____
JON NEHRING Mayor

By Mark C. B.
Director of the Emergency Communications Center
CHAIRMAN OF THE BOARD DIRECTORS ICOM

ATTEST:

By _____,
_____, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

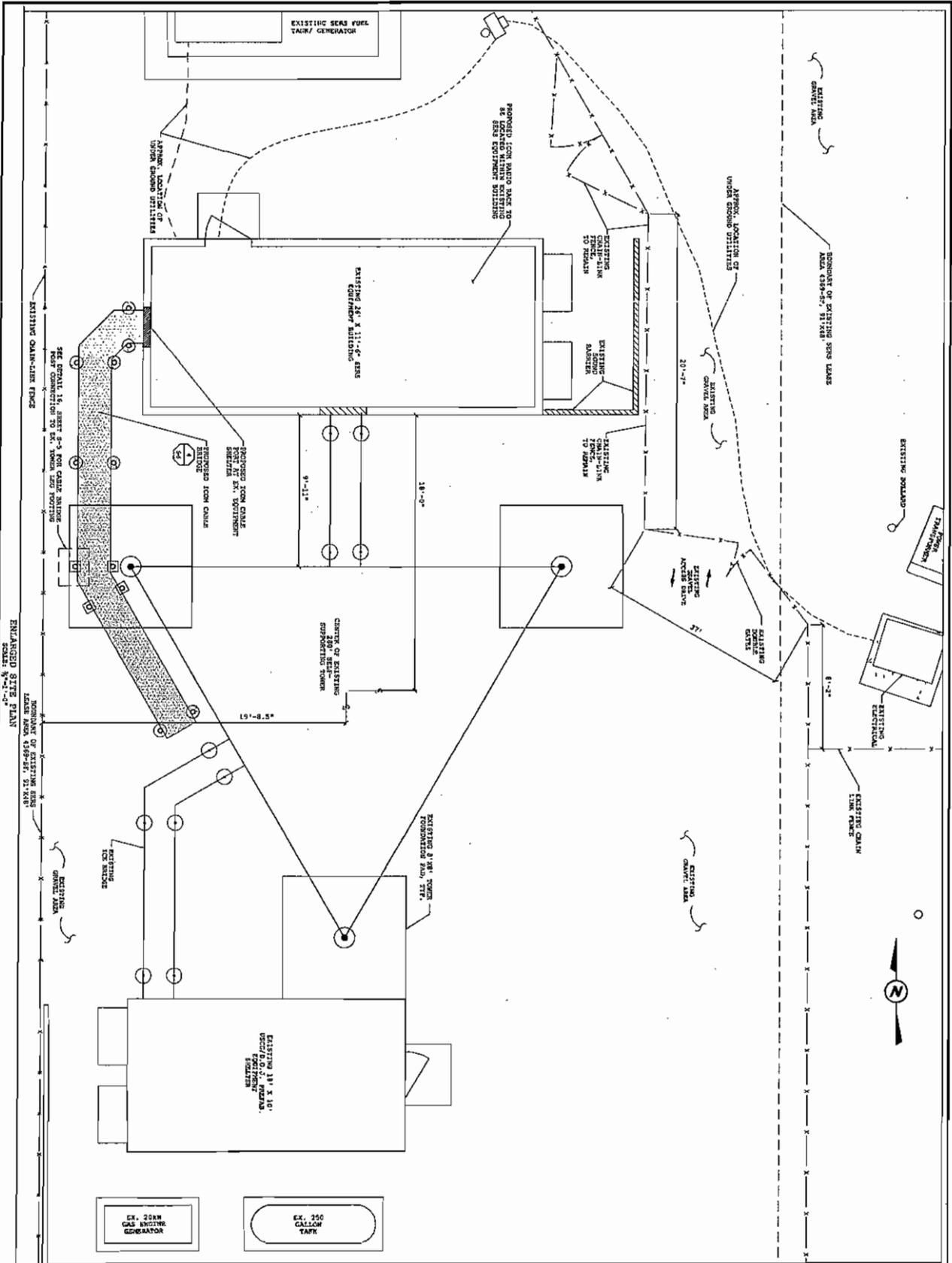
I certify that I know or have satisfactory evidence that DENNIS KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20 ____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

Exhibit A - Preconditions

Exhibit B - Area, site legal, location of antenna, and ground facilities with specifications



REVISIONS

NO.	DATE	DESCRIPTION
1	01-11-07	ISSUE FOR PERMITS
2	01-11-07	ISSUE FOR PERMITS
3	01-11-07	ISSUE FOR PERMITS

PROJECT INFORMATION

EXISTING 260-FT BRIG-SUPPORTING TOWER

TOWER DESCRIPTION:

MARYVILLE TANKS
 8812 6488 SQ YW
 DANVILLE, VA

SITE LOCATION:

ENLARGED SITE PLAN

SHEET TITLE:

SHEET NO.: S-2

PROJECT NO.: 096154.05

DRAWN BY: E.A.T.

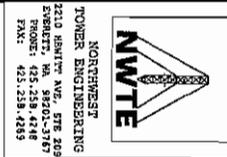
CHECKED BY: E.A.O.

DATE: 01-11-07

SCALE: 3/4"=1'-0"

NORTHWEST ENGINEERING

2210 HENRY AVE., STE 208
 SPYGLASS, VA 24061-3167
 PHONE: 425.258.4248
 FAX: 425.258.4289



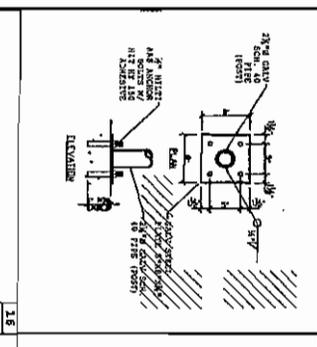
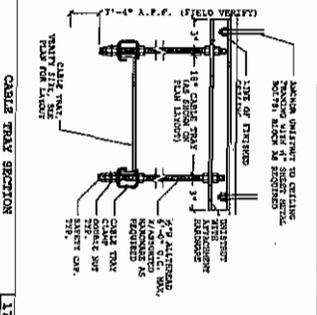
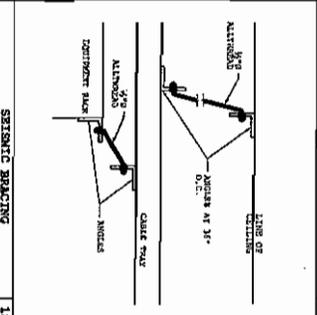
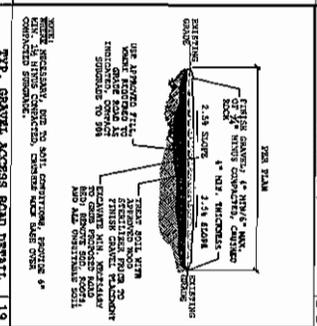
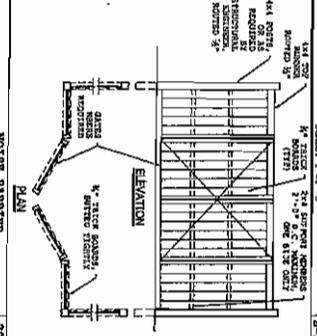
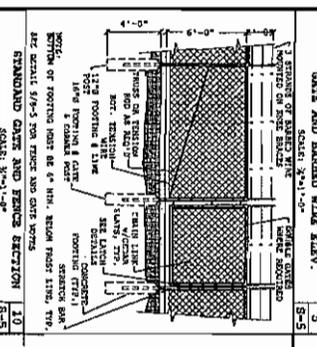
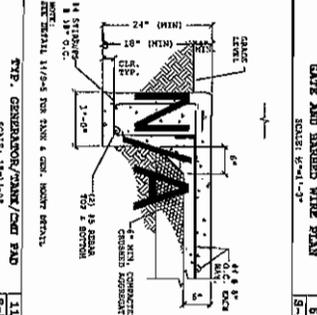
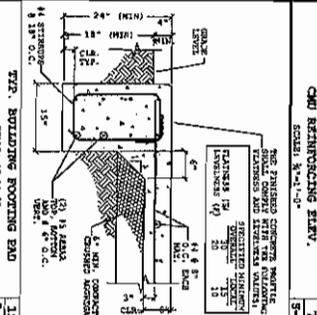
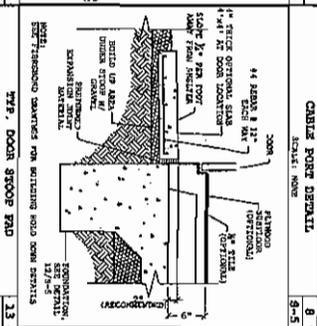
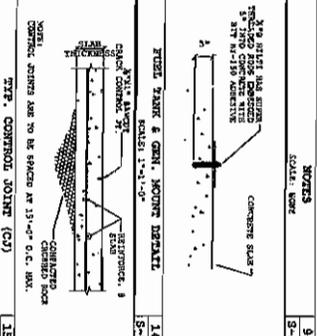
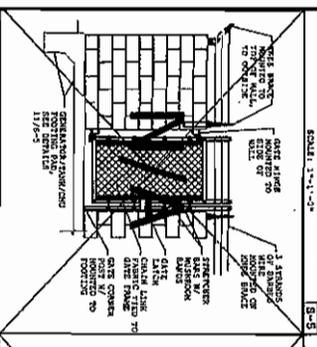
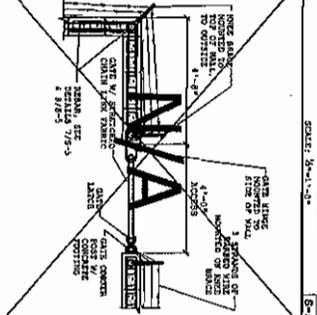
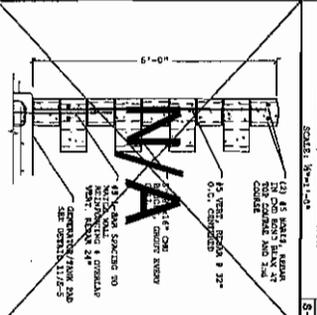
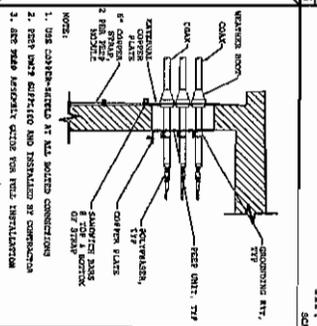
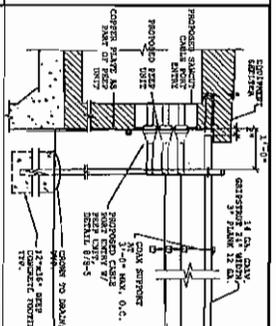
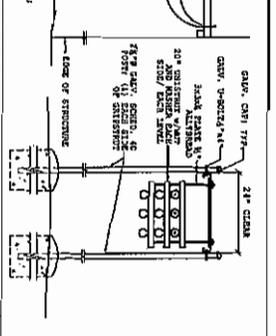
NO. DATE	REVISION
01-01-10	ISSUE FOR PERMITS
02-02-10	CONSTRUCTION PERMITS
03-03-10	FOR PERMITS
04-04-10	FOR PERMITS
05-05-10	FOR PERMITS
06-06-10	FOR PERMITS
07-07-10	FOR PERMITS
08-08-10	FOR PERMITS
09-09-10	FOR PERMITS
10-10-10	FOR PERMITS
11-11-10	FOR PERMITS
12-12-10	FOR PERMITS

SHEET NO. **S-5**
 PROJECT NO. 030065.04
 DRAWN BY R. J. A. O.
 CHECKED BY S. A. O.
 DATE 03-12-10
 SCALE VARIOUS

CONSTRUCTION DETAILS
 SHEET TITLE

MANUFACTURED TOWER
 8812 66TH ST NW
 MANASSAS, VA
 SITE LOCATION

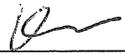
REVISION:
 EXTENDING 200-FT
 SELF-SUPPORTING
 TOWER



CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27th, 2010

AGENDA ITEM: 2010 Water Valve Renewal and Replacement Contract Award	
PREPARED BY: Paul Federspiel, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tab • Vicinity Map 	
BUDGET CODE: 40220594.563000	AMOUNT: \$116,156.50

SUMMARY:

This project involves the installation of new or replacement of existing water distribution system valves at multiple locations in the City of Marysville. New valves are being installed to allow for improved distribution control and some existing valves are being replaced because they are either past their design life, of a substandard size or are known to be faulty.

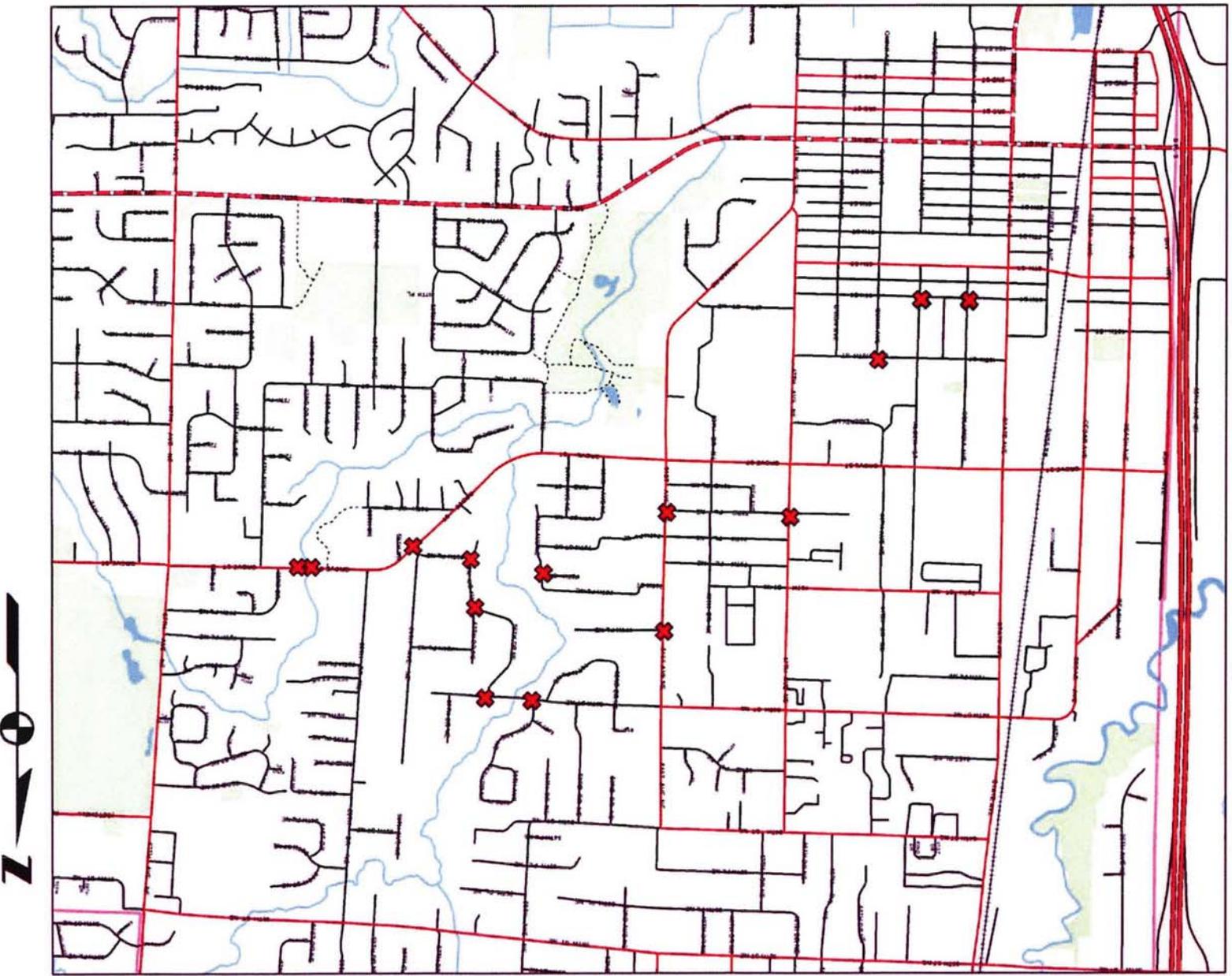
The project was advertised for a September 16th, 2010 bid opening. The City received 13 bids as shown on the attached bid tabulation. The low bidder was D & G Backhoe. References have been checked and found to be satisfactory.

The Engineer's estimate was \$109,623.

Contract Bid (Includes Sales Tax):	\$106,156.50
<u>Management Reserve:</u>	<u>\$10,000.00</u>
Total:	\$116,156.50

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for the 2010 Water Valve Renewal and Replacement project to D & G Backhoe in the amount of \$106,156.50 including Washington State Sales Tax and approve a management reserve of \$10,000 for a total allocation of \$116,156.50.

2010 Water Valve Renewal and Replacement Vicinity Map



Certified Bid Tabulation



2010 Water Valve Renewal and Replacement

Section	Item	Description	Quantity	Units	Engineer's Estimate		D & G Backhoe Inc.		Advanced Construction, Inc.		Aurara Engineering, Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$7,384.00	\$7,384.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$6,500.00	\$6,500.00
1-05.5	3	Surveying	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$16,300.00	\$16,300.00	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
2-03.5	6	Imported Trench Backfill	10	TON	\$20.00	\$200.00	\$20.00	\$200.00	\$50.00	\$500.00	\$25.00	\$250.00
2-09.5	7	Shoring	1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
4-04.5	8	Crushed Surfacing Top Course	12	TON	\$30.00	\$360.00	\$25.00	\$300.00	\$50.00	\$600.00	\$25.00	\$300.00
4-06.5	9	Asphalt Treated Base	14	TON	\$90.00	\$1,260.00	\$225.00	\$3,150.00	\$100.00	\$1,400.00	\$250.00	\$3,500.00
5-04.5	10	Planing Bituminous Pavement	175	SY	\$50.00	\$8,750.00	\$20.00	\$3,500.00	\$20.00	\$3,500.00	\$10.00	\$1,750.00
5-04.5	11	HMA Ci. 1/2" PG 64-22	20	TON	\$100.00	\$2,000.00	\$275.00	\$5,500.00	\$100.00	\$2,000.00	\$300.00	\$6,000.00
7-12.5	12	Gate Valve 8 In.	32	EA	\$1,500.00	\$48,000.00	\$1,850.00	\$59,200.00	\$1,000.00	\$32,000.00	\$1,600.00	\$51,200.00
7-12.5	13	Gate Valve 12 In.	4	EA	\$2,000.00	\$8,000.00	\$2,750.00	\$11,000.00	\$1,500.00	\$6,000.00	\$2,500.00	\$10,000.00
7-17.5	14	Removal and Replacement of Unsuitable Material	10	CY	\$40.00	\$400.00	\$25.00	\$250.00	\$100.00	\$1,000.00	\$5.00	\$50.00
8-01.5	15	Temporary Erosion and Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
8-04.5	16	Cement Conc. Traffic Curb and Gutter	30	LF	\$35.00	\$1,050.00	\$40.00	\$1,200.00	\$40.00	\$1,200.00	\$40.00	\$1,200.00
8-06.5	17	Cement Conc. Pedestrian Curb	15	LF	\$32.00	\$480.00	\$30.00	\$450.00	\$100.00	\$1,500.00	\$40.00	\$600.00
Subtotal						\$102,184.00		\$97,750.00		\$102,200.00		\$106,450.00
Sales Tax (8.6%)						\$8,787.82		\$8,406.50		\$8,789.20		\$9,154.70
Schedule Total						\$110,971.82		\$106,156.50		\$110,989.20		\$115,604.70



Certified Bid Tabulation



2010 Water Valve Renewal and Replacement

Section	Item	Description	Quantity	Units	Storey Construction, Inc.		Archer Construction, Inc.		Earthwork Enterprises, Inc.		SRV Construction, Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$20,000.00	\$20,000.00	\$14,615.00	\$14,615.00	\$4,000.00	\$4,000.00	\$5,600.00	\$5,600.00
1-05.5	3	Surveying	1	LS	\$3,000.00	\$3,000.00	\$1,380.00	\$1,380.00	\$500.00	\$500.00	\$1,345.00	\$1,345.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$15,842.00	\$15,842.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$7,500.00	\$7,500.00	\$9,050.00	\$9,050.00	\$500.00	\$500.00	\$3,300.00	\$3,300.00
2-03.5	6	Imported Trench Backfill	10	TON	\$30.00	\$300.00	\$21.50	\$215.00	\$50.00	\$500.00	\$19.00	\$190.00
2-09.5	7	Shoring	1	LS	\$5,000.00	\$5,000.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00
4-04.5	8	Crushed Surfacing Top Course	12	TON	\$35.00	\$420.00	\$34.50	\$414.00	\$50.00	\$600.00	\$37.25	\$447.00
4-06.5	9	Asphalt Treated Base	14	TON	\$432.77	\$6,058.78	\$145.00	\$2,030.00	\$500.00	\$7,000.00	\$260.00	\$3,640.00
5-04.5	10	Planing Bituminous Pavement	175	SY	\$26.00	\$4,550.00	\$12.00	\$2,100.00	\$50.00	\$8,750.00	\$8.00	\$1,400.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	20	TON	\$405.60	\$8,112.00	\$169.00	\$3,380.00	\$500.00	\$10,000.00	\$220.00	\$4,400.00
7-12.5	12	Gate Valve 8 In	32	EA	\$1,000.00	\$32,000.00	\$1,500.00	\$48,000.00	\$2,000.00	\$64,000.00	\$2,440.00	\$78,080.00
7-12.5	13	Gate Valve 12 In.	4	EA	\$1,200.00	\$4,800.00	\$2,670.00	\$10,680.00	\$3,000.00	\$12,000.00	\$3,770.00	\$15,080.00
7-17.5	14	Removal and Replacement of Unsuitable Material	10	CY	\$50.00	\$500.00	\$36.50	\$365.00	\$50.00	\$500.00	\$26.75	\$267.50
8-01.5	15	Temporary Erosion and Water Pollution Control	1	LS	\$3,500.00	\$3,500.00	\$665.00	\$665.00	\$1,500.00	\$1,500.00	\$224.00	\$224.00
8-04.5	16	Cement Conc. Traffic Curb and Gutter	30	LF	\$32.50	\$975.00	\$40.25	\$1,207.50	\$50.00	\$1,500.00	\$47.40	\$1,422.00
8-06.5	17	Cement Conc. Pedestrian Curb	15	LF	\$23.40	\$351.00	\$51.75	\$776.25	\$50.00	\$750.00	\$47.00	\$705.00
Subtotal						\$109,566.78		\$113,519.75		\$125,600.00		\$128,601.50
Sales Tax (8.6%)						\$9,422.74		\$9,762.70		\$10,801.60		\$11,059.73
Schedule Total						\$118,989.52		\$123,282.45		\$136,401.60		\$139,661.23



Certified Bid Tabulation



2010 Water Valve Renewal and Replacement

Section	Item	Description	Quantity	Units	New West Development, Inc.		Road Construction Northwest, Inc.		B&B Utilities & Excavating LLC		Kamins construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$11,700.00	\$11,700.00	\$14,000.00	\$14,000.00	\$16,041.60	\$16,041.60
1-05.5	3	Surveying	1	LS	\$500.00	\$500.00	\$3,125.00	\$3,125.00	\$1,300.00	\$1,300.00	\$3,000.00	\$3,000.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$800.00	\$800.00	\$17,000.00	\$17,000.00	\$10,000.00	\$10,000.00	\$15,369.60	\$15,369.60
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$8,200.80	\$8,200.80
2-03.5	6	Imported Trench Backfill	10	TON	\$100.00	\$1,000.00	\$13.60	\$136.00	\$7.00	\$70.00	\$40.97	\$409.70
2-09.5	7	Shoring	1	LS	\$1.00	\$1.00	\$1.00	\$1.00	\$535.00	\$535.00	\$1,800.00	\$1,800.00
4-04.5	8	Crushed Surfacing Top Course	12	TON	\$100.00	\$1,200.00	\$41.25	\$495.00	\$15.00	\$180.00	\$41.94	\$503.28
4-06.5	9	Asphalt Treated Base	14	TON	\$400.00	\$5,600.00	\$123.00	\$1,722.00	\$100.00	\$1,400.00	\$210.00	\$2,940.00
5-04.5	10	Planing Bituminous Pavement	175	SY	\$30.00	\$5,250.00	\$17.00	\$2,975.00	\$18.00	\$3,150.00	\$11.40	\$1,995.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	20	TON	\$500.00	\$10,000.00	\$128.00	\$2,560.00	\$300.00	\$6,000.00	\$210.00	\$4,200.00
7-12.5	12	Gate Valve 8 In	32	EA	\$2,500.00	\$80,000.00	\$2,250.00	\$72,000.00	\$2,529.00	\$80,928.00	\$2,344.20	\$75,014.40
7-12.5	13	Gate Valve 12 In.	4	EA	\$4,000.00	\$16,000.00	\$3,625.00	\$14,500.00	\$4,846.00	\$19,384.00	\$4,147.20	\$16,588.80
7-17.5	14	Removal and Replacement of Unsuitable Material	10	CY	\$100.00	\$1,000.00	\$65.00	\$650.00	\$15.00	\$150.00	\$48.17	\$481.70
8-01.5	15	Temporary Erosion and Water Pollution Control	1	LS	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$250.00	\$250.00	\$9,000.00	\$9,000.00
8-04.5	16	Cement Conc. Traffic Curb and Gutter	30	LF	\$80.00	\$2,400.00	\$31.00	\$930.00	\$25.00	\$750.00	\$54.00	\$1,620.00
8-06.5	17	Cement Conc. Pedestrian Curb	15	LF	\$60.00	\$900.00	\$31.00	\$465.00	\$18.00	\$270.00	\$30.00	\$450.00
Subtotal						\$138,651.00		\$139,259.00		\$141,867.00		\$160,114.88
Sales Tax (8.6%)						\$11,923.99		\$11,976.27		\$12,200.56		\$13,769.88
Schedule Total						\$150,574.99		\$151,235.27		\$154,067.56		\$173,884.76



Certified Bid Tabulation

GC COPY

2010 Water Valve Renewal and Replacement

Section	Item	Description	Quantity	Units	Jennings Northwest LLC		R Custom Excavation, Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$13,400.00	\$13,400.00	\$3,500.00	\$3,500.00
1-05.5	3	Surveying	1	LS	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$9,500.00	\$9,500.00	\$62,000.00	\$62,000.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00
2-03.5	6	Imported Trench Backfill	10	TON	\$23.00	\$230.00	\$27.00	\$270.00
2-09.5	7	Shoring	1	LS	\$300.00	\$300.00	\$1,900.00	\$1,900.00
4-04.5	8	Crushed Surfacing Top Course	12	TON	\$34.00	\$408.00	\$33.00	\$396.00
4-06.5	9	Asphalt Treated Base	14	TON	\$400.00	\$5,600.00	\$180.00	\$2,520.00
5-04.5	10	Planing Bituminous Pavement	175	SY	\$22.00	\$3,850.00	\$32.00	\$5,600.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	20	TON	\$390.00	\$7,800.00	\$180.00	\$3,600.00
7-12.5	12	Gate Valve 8 In	32	EA	\$3,020.00	\$96,640.00	\$2,200.00	\$70,400.00
7-12.5	13	Gate Valve 12 In.	4	EA	\$4,900.00	\$19,600.00	\$3,600.00	\$14,400.00
7-17.5	14	Removal and Replacement of Unsuitable Material	10	CY	\$23.50	\$235.00	\$34.00	\$340.00
8-01.5	15	Temporary Erosion and Water Pollution Control	1	LS	\$2,200.00	\$2,200.00	\$1,750.00	\$1,750.00
8-04.5	16	Cement Conc. Traffic Curb and Gutter	30	LF	\$29.00	\$870.00	\$35.00	\$1,050.00
8-06.5	17	Cement Conc. Pedestrian Curb	15	LF	\$21.00	\$315.00	\$28.00	\$420.00
Subtotal						\$167,048.00		\$176,646.00
Sales Tax (8.6%)						\$14,366.13		\$15,191.56
Schedule Total						\$181,414.13		\$191,837.56



CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Contract Award – 2010 Sewer Renewals and Replacement	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Certified Bid Tabulation• Vicinity Map (4th St Alley / 81st Pl NE)	
BUDGET CODE: 40230594.563000, SR&R 40250594.563000, DR&R	AMOUNT: \$164,002.24

SUMMARY:

This year's 2010 Sewer Renewal and Replacement contract includes the replacement of 170 lf of gravity sewer on 4th St Alley near Jack-in-the-Box and 280 lf of gravity sewer on 81st Pl NE from State Ave to approximately 250' to the east. These two locations were identified under the City's sewer video inspection program as critical sewers. The sewer mains are also frequently maintained by utility crews. The project also includes construction of additional stormwater improvements on 4th St Alley and paving as part of the 2010 Surface Water Renewals and Replacement program.

The project was advertised for a September 16, 2010 bid opening. The City received 13 bids as shown on the attached bid tabulation. The low bidder was Road Construction Northwest. References have been checked and found to be satisfactory.

The Engineer's estimate was \$175,000.00.

Contract Bid (Includes Sales Tax):	\$144,002.24
<u>Management Reserve:</u>	<u>\$20,000.00</u>
Total:	\$164,002.24

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for the 2010 Sewer Renewal and Replacement project to Road Construction Northwest in the amount of \$144,002.24 including Washington State Sales Tax and approve a management reserve of \$20,000 for a total allocation of \$164,002.24.

Vicinity Map – 4th St Alley



Vicinity Map – 81st PI NE





**2010 Sewer SR&R, 2010 Surface Water DR&R
Certified Bid Tab**

9/16/2010

Bid Schedule A - Sanitary Sewer - 4th St Alley			Apparent Low Bid									
Section	Item	Description	Quantity	Units	Engineer's Estimate		Road Construction NW		Plats Plus		SRV Construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$2,406.00	\$2,406.00	\$3,900.00	\$3,900.00	\$8,000.00	\$8,000.00	\$3,150.00	\$3,150.00
1-05.5	3	Surveying	1	LS	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$450.00	\$450.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$950.00	\$950.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$2,000.00	\$2,000.00	\$1,025.00	\$1,025.00	\$700.00	\$700.00	\$580.00	\$580.00
2-03.5	6	Imported Trench Backfill	10	TON	\$20.00	\$200.00	\$13.60	\$136.00	\$8.00	\$80.00	\$0.01	\$0.10
2-09.5	7	Shoring	1	LS	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$1.00	\$1.00
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$30.00	\$1,050.00	\$33.00	\$1,155.00	\$40.00	\$1,400.00	\$1.00	\$35.00
4-06.5	9	Asphalt Treated Base	25	TON	\$90.00	\$2,250.00	\$94.25	\$2,356.25	\$100.00	\$2,500.00	\$195.00	\$4,875.00
5-04.5	10	Planing Bituminous Pavement	215	SY	\$10.00	\$2,150.00	\$9.00	\$1,935.00	\$9.00	\$1,935.00	\$9.00	\$1,935.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$100.00	\$2,500.00	\$110.00	\$2,750.00	\$115.00	\$2,875.00	\$120.00	\$3,000.00
7-05.5	12	Sanitary Sewer Cleanout	1	EA	\$1,200.00	\$1,200.00	\$350.00	\$350.00	\$400.00	\$400.00	\$425.00	\$425.00
7-05.5	13	Connection to Existing Manhole	1	EA	\$1,500.00	\$1,500.00	\$565.00	\$565.00	\$1,200.00	\$1,200.00	\$560.00	\$560.00
7-17.5	14	PVC Sanitary Sewer Pipe 8 in. Diam.	170	LF	\$55.00	\$9,350.00	\$45.50	\$7,735.00	\$32.00	\$5,440.00	\$42.00	\$7,140.00
7-17.5	15	PVC Sanitary Sewer Pipe 6 in. Diam.	25	LF	\$45.00	\$1,125.00	\$64.75	\$1,618.75	\$26.00	\$650.00	\$42.00	\$1,050.00
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$40.00	\$400.00	\$65.00	\$650.00	\$20.00	\$200.00	\$0.01	\$0.10
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$1,375.00	\$1,375.00	\$150.00	\$150.00	\$100.00	\$100.00
8-04.5	16	Cement Conc. Traffic Curb and Gutter	15	LF	\$35.00	\$525.00	\$31.00	\$465.00	\$38.00	\$570.00	\$29.00	\$435.00
8-06.5	17	Cement Conc. Driveway Entrance	15	SY	\$55.00	\$825.00	\$56.00	\$840.00	\$59.00	\$885.00	\$63.00	\$945.00
		Subtotal			\$34,981.00	\$34,981.00	\$32,407.00	\$32,407.00	\$32,085.00	\$32,085.00	\$28,131.20	\$28,131.20
		Sales Tax (8.6%)				\$3,008.37		\$2,787.00		\$2,759.31		\$2,419.28
		Schedule A Total				\$37,989.37		\$35,194.00		\$34,844.31		\$30,550.48

Bid Schedule B - Storm Sewer - 4th St Alley			Apparent Low Bid									
Section	Item	Description	Quantity	Units	Engineer's Estimate		Road Construction NW		Plats Plus		SRV Construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$1,892.00	\$1,892.00	\$3,900.00	\$3,900.00	\$3,200.00	\$3,200.00	\$1,650.00	\$1,650.00
1-05.5	3	Surveying	1	LS	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$700.00	\$700.00	\$440.00	\$440.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$820.00	\$820.00	\$370.00	\$370.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$1,500.00	\$1,500.00	\$1,150.00	\$1,150.00	\$100.00	\$100.00	\$125.00	\$125.00
2-03.5	6	Imported Trench Backfill	10	TON	\$20.00	\$200.00	\$13.60	\$136.00	\$8.00	\$80.00	\$0.01	\$0.10
2-09.5	7	Shoring	1	LS	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$100.00	\$100.00	\$1.00	\$1.00
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$30.00	\$1,050.00	\$33.00	\$1,155.00	\$40.00	\$1,400.00	\$0.01	\$0.35
4-06.5	9	Asphalt Treated Base	25	TON	\$90.00	\$2,250.00	\$94.25	\$2,356.25	\$100.00	\$2,500.00	\$195.00	\$4,875.00
5-04.5	10	Planing Bituminous Pavement	215	SY	\$10.00	\$2,150.00	\$9.00	\$1,935.00	\$9.00	\$1,935.00	\$9.00	\$1,935.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$100.00	\$2,500.00	\$110.00	\$2,750.00	\$115.00	\$2,875.00	\$120.00	\$3,000.00
7-04.5	12	Schedule A Storm Sewer Pipe 12 In. Diam.	155	LF	\$40.00	\$6,200.00	\$40.00	\$6,200.00	\$25.00	\$3,875.00	\$34.00	\$5,270.00
7-05.5	13	Catch Basin Type 1	2	EA	\$1,000.00	\$2,000.00	\$960.00	\$1,920.00	\$1,000.00	\$2,000.00	\$985.00	\$1,970.00
7-05.5	14	Connection to Drainage Structure	1	EA	\$1,000.00	\$1,000.00	\$565.00	\$565.00	\$500.00	\$500.00	\$475.00	\$475.00
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$30.00	\$300.00	\$65.00	\$650.00	\$20.00	\$200.00	\$1.00	\$10.00
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$1,375.00	\$1,375.00	\$250.00	\$250.00	\$100.00	\$100.00
		Subtotal			\$28,042.00	\$28,042.00	\$29,643.25	\$29,643.25	\$23,035.00	\$23,035.00	\$22,721.45	\$22,721.45
		Sales Tax (8.6%)				\$2,411.61		\$2,549.32		\$1,981.01		\$1,954.04
		Schedule B Total				\$30,453.61		\$32,192.57		\$25,016.01		\$24,675.49

Bid Schedule C - Sanitary Sewer - 81st PI NE			Apparent Low Bid									
Section	Item	Description	Quantity	Units	Engineer's Estimate		Road Construction NW		Plats Plus		SRV Construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-09.7	2	Mobilization	1	LS	\$6,038.00	\$6,038.00	\$5,300.00	\$5,300.00	\$4,500.00	\$4,500.00	\$4,400.00	\$4,400.00
1-05.5	3	Surveying	1	LS	\$3,500.00	\$3,500.00	\$950.00	\$950.00	\$700.00	\$700.00	\$450.00	\$450.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$8,000.00	\$8,000.00	\$2,350.00	\$2,350.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
2-03.5	6	Imported Trench Backfill	250	TON	\$25.00	\$6,250.00	\$13.60	\$3,400.00	\$8.00	\$2,000.00	\$13.00	\$3,250.00
2-09.5	7	Shoring	1	LS	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$500.00	\$500.00	\$1.00	\$1.00
4-04.5	8	Crushed Surfacing Top Course	100	TON	\$30.00	\$3,000.00	\$33.00	\$3,300.00	\$32.00	\$3,200.00	\$27.50	\$2,750.00
4-06.5	9	Asphalt Treated Base	60	TON	\$90.00	\$5,400.00	\$91.00	\$5,460.00	\$110.00	\$6,600.00	\$160.00	\$9,600.00
5-04.5	10	Planing Bituminous Pavement	800	SY	\$10.00	\$8,000.00	\$6.25	\$5,000.00	\$6.00	\$4,800.00	\$8.50	\$6,800.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	125	TON	\$100.00	\$12,500.00	\$99.50	\$12,437.50	\$105.00	\$13,125.00	\$110.00	\$13,750.00
7-05.5	12	Connection to Existing Manhole	2	EA	\$1,500.00	\$3,000.00	\$565.00	\$1,130.00	\$2,500.00	\$5,000.00	\$650.00	\$1,300.00
7-17.5	13	PVC Sanitary Sewer Pipe 8 in. Diam.	280	LF	\$55.00	\$15,400.00	\$48.75	\$13,650.00	\$74.00	\$20,720.00	\$72.25	\$20,230.00
7-17.5	14	PVC Sanitary Sewer Pipe 6 in. Diam.	20	LF	\$45.00	\$900.00	\$65.50	\$1,310.00	\$51.00	\$1,020.00	\$34.00	\$680.00
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$40.00	\$400.00	\$65.00	\$650.00	\$20.00	\$200.00	\$0.01	\$0.10
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00	\$1,200.00	\$1,200.00	\$125.00	\$125.00
8-04.5	17	Cement Conc. Traffic Curb and Gutter	75	LF	\$35.00	\$2,625.00	\$31.00	\$2,325.00	\$30.00	\$2,250.00	\$30.00	\$2,250.00
8-04.5	18	Cement Conc. Pedestrian Curb	40	LF	\$30.00	\$1,200.00	\$31.00	\$1,240.00	\$24.00	\$960.00	\$35.30	\$1,412.00
8-14.5	19	Cement Conc. Sidewalk	30	SY	\$50.00	\$1,500.00	\$44.00	\$1,320.00	\$45.00	\$1,350.00	\$42.00	\$1,260.00
8-14.5	20	Cement Conc. Sidewalk Ramp Type 2	2	EA	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00	\$1,150.00	\$2,300.00	\$1,250.00	\$2,500.00
8-22.5	21	Restore Pavement Markings	1	LS	\$5,000.00	\$5,000.00	\$525.00	\$525.00	\$540.00	\$540.00	\$1,150.00	\$1,150.00
		Subtotal			\$98,213.00	\$98,213.00	\$70,548.50	\$70,548.50	\$82,465.00	\$82,465.00	\$88,908.10	\$88,908.10
		Sales Tax (8.6%)				\$8,446.32		\$6,067.17		\$7,091.99		\$7,646.10
		Schedule C Total				\$106,659.32		\$76,615.67		\$89,556.99		\$96,554.20

CONSTRUCTION TOTAL	\$175,102.30	\$144,002.24	\$149,417.31	\$151,780.17
TOTAL SR&R	\$144,648.68	\$111,809.67	\$124,401.30	\$127,104.68
TOTAL DR&R	\$30,453.61	\$32,192.57	\$25,016.01	\$24,675.49





2010 Sewer SR&R, 2010 Surface Water DR&R
Certified Bid Tab

9/16/2010

Bid Schedule A - Sanitary Sewer - 4th St Alley				New West		C Edwards		Utility Systems Inc		Advanced Plumbing			
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00			
1-09.7	2	Mobilization	1	LS	\$5,500.00	\$5,500.00	\$2,150.00	\$2,150.00	\$1,500.00	\$1,500.00			
1-05.5	3	Surveying	1	LS	\$450.00	\$450.00	\$600.00	\$600.00	\$1,250.00	\$1,250.00			
1-10.5	4	Project Temporary Traffic Control	1	LS	\$473.00	\$473.00	\$3,550.00	\$3,550.00	\$1,250.00	\$1,250.00			
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$100.00	\$100.00	\$1,510.00	\$1,510.00	\$1,500.00	\$1,500.00			
2-03.5	6	Imported Trench Backfill	10	TON	\$11.00	\$110.00	\$15.00	\$150.00	\$14.00	\$140.00			
2-09.5	7	Shoring	1	LS	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00			
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$36.00	\$1,260.00	\$13.00	\$455.00	\$18.00	\$630.00			
4-06.5	9	Asphalt Treated Base	25	TON	\$145.00	\$3,625.00	\$115.00	\$2,875.00	\$160.00	\$4,000.00			
5-04.5	10	Planing Bituminous Pavement	215	SY	\$14.00	\$3,010.00	\$9.25	\$1,988.75	\$8.00	\$1,720.00		Entries not complete	
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$210.00	\$5,250.00	\$115.00	\$2,875.00	\$160.00	\$4,000.00			
7-05.5	12	Sanitary Sewer Cleanout	1	EA	\$650.00	\$650.00	\$900.00	\$900.00	\$1,800.00	\$1,800.00			
7-05.5	13	Connection to Existing Manhole	1	EA	\$3,600.00	\$3,600.00	\$3,300.00	\$3,300.00	\$2,000.00	\$2,000.00			
7-17.5	14	PVC Sanitary Sewer Pipe 8 in. Diam.	170	LF	\$36.00	\$6,120.00	\$40.00	\$6,800.00	\$60.00	\$10,200.00			
7-17.5	15	PVC Sanitary Sewer Pipe 6 in. Diam.	25	LF	\$130.00	\$3,250.00	\$40.00	\$1,000.00	\$160.00	\$4,000.00			
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$100.00	\$1,000.00	\$25.00	\$250.00	\$21.00	\$210.00			
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$500.00	\$500.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00			
8-04.5	16	Cement Conc. Traffic Curb and Gutter	15	LF	\$45.00	\$675.00	\$58.00	\$870.00	\$80.00	\$1,200.00			
8-06.5	17	Cement Conc. Driveway Entrance	15	SY	\$90.00	\$1,350.00	\$170.00	\$2,550.00	\$65.00	\$975.00			
					Subtotal	\$39,923.00		\$39,073.75		\$40,375.00		\$0.00	
					Sales Tax (8.6%)		\$3,433.38		\$3,360.34		\$3,472.25		\$0.00
					Schedule A Total	\$43,356.38		\$42,434.09		\$43,847.25		\$0.00	

Bid Schedule B - Storm Sewer - 4th St Alley				New West		C Edwards		Utility Systems Inc		Advanced Plumbing		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00		
1-09.7	2	Mobilization	1	LS	\$1.00	\$1.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00		
1-05.5	3	Surveying	1	LS	\$350.00	\$350.00	\$600.00	\$600.00	\$1,250.00	\$1,250.00		
1-10.5	4	Project Temporary Traffic Control	1	LS	\$1.00	\$1.00	\$3,300.00	\$3,300.00	\$1,250.00	\$1,250.00		
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$300.00	\$300.00	\$1,950.00	\$1,950.00	\$1,500.00	\$1,500.00		
2-03.5	6	Imported Trench Backfill	10	TON	\$10.00	\$100.00	\$15.00	\$150.00	\$14.00	\$140.00		
2-09.5	7	Shoring	1	LS	\$1.00	\$1.00	\$3,525.00	\$3,525.00	\$500.00	\$500.00		
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$36.00	\$1,260.00	\$13.00	\$455.00	\$18.00	\$630.00		
4-06.5	9	Asphalt Treated Base	25	TON	\$150.00	\$3,750.00	\$150.00	\$3,750.00	\$160.00	\$4,000.00		Entries not complete
5-04.5	10	Planing Bituminous Pavement	215	SY	\$14.00	\$3,010.00	\$9.25	\$1,988.75	\$8.00	\$1,720.00		
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$210.00	\$5,250.00	\$110.00	\$2,750.00	\$160.00	\$4,000.00		
7-04.5	12	Schedule A Storm Sewer Pipe 12 in. Diam.	155	LF	\$28.00	\$4,340.00	\$50.00	\$7,750.00	\$38.00	\$5,890.00		
7-05.5	13	Catch Basin Type 1	2	EA	\$850.00	\$1,700.00	\$1,170.00	\$2,340.00	\$1,000.00	\$2,000.00		
7-05.5	14	Connection to Drainage Structure	1	EA	\$1,300.00	\$1,300.00	\$970.00	\$970.00	\$800.00	\$800.00		
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$50.00	\$500.00	\$25.00	\$250.00	\$21.00	\$210.00		
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		
					Subtotal	\$24,463.00		\$33,778.75		\$28,890.00		\$0.00
					Sales Tax (8.6%)	\$2,103.82		\$2,904.97		\$2,484.54		\$0.00
					Schedule B Total	\$26,566.82		\$36,683.72		\$31,374.54		\$0.00

Bid Schedule C - Sanitary Sewer - 81st PI NE				New West		C Edwards		Utility Systems Inc		Advanced Plumbing		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
1-09.7	2	Mobilization	1	LS	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00		
1-05.5	3	Surveying	1	LS	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00		
1-10.5	4	Project Temporary Traffic Control	1	LS	\$525.00	\$525.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00		
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$1,000.00	\$1,000.00	\$2,150.00	\$2,150.00	\$2,000.00	\$2,000.00		
2-03.5	6	Imported Trench Backfill	250	TON	\$15.00	\$3,750.00	\$15.00	\$3,750.00	\$14.00	\$3,500.00		
2-09.5	7	Shoring	1	LS	\$1.00	\$1.00	\$3,100.00	\$3,100.00	\$2,000.00	\$2,000.00		
4-04.5	8	Crushed Surfacing Top Course	100	TON	\$35.00	\$3,500.00	\$13.00	\$1,300.00	\$18.00	\$1,800.00		
4-06.5	9	Asphalt Treated Base	60	TON	\$146.00	\$8,760.00	\$140.00	\$8,400.00	\$130.00	\$7,800.00		
5-04.5	10	Planing Bituminous Pavement	800	SY	\$5.00	\$4,000.00	\$6.50	\$5,200.00	\$4.00	\$3,200.00		
5-04.5	11	HMA Cl. 1/2" PG 64-22	125	TON	\$160.00	\$20,000.00	\$100.00	\$12,500.00	\$130.00	\$16,250.00		Entries not complete
7-05.5	12	Connection to Existing Manhole	2	EA	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00		
7-17.5	13	PVC Sanitary Sewer Pipe 8 in. Diam.	280	LF	\$34.00	\$9,520.00	\$35.00	\$9,800.00	\$60.00	\$16,800.00		
7-17.5	14	PVC Sanitary Sewer Pipe 6 in. Diam.	20	LF	\$60.00	\$1,200.00	\$40.00	\$800.00	\$160.00	\$3,200.00		
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$50.00	\$500.00	\$10.00	\$100.00	\$21.00	\$210.00		
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00		
8-04.5	17	Cement Conc. Traffic Curb and Gutter	75	LF	\$30.00	\$2,250.00	\$35.00	\$2,625.00	\$35.00	\$2,625.00		
8-04.5	18	Cement Conc. Pedestrian Curb	40	LF	\$30.00	\$1,200.00	\$10.00	\$400.00	\$20.00	\$800.00		
8-14.5	19	Cement Conc. Sidewalk	30	SY	\$65.00	\$1,950.00	\$125.00	\$3,750.00	\$56.00	\$1,680.00		
8-14.5	20	Cement Conc. Sidewalk Ramp Type 2	2	EA	\$1,300.00	\$2,600.00	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00		
8-22.5	21	Restore Pavement Markings	1	LS	\$800.00	\$800.00	\$600.00	\$600.00	\$850.00	\$850.00		
					Subtotal	\$79,056.00		\$75,775.00		\$84,965.00		\$0.00
					Sales Tax (8.6%)	\$6,798.82		\$6,516.65		\$7,306.99		\$0.00
					Schedule C Total	\$85,854.82		\$82,291.65		\$92,271.99		\$0.00

CONSTRUCTION TOTAL	\$155,778.02	\$161,409.46	\$167,493.78	\$0.00
TOTAL SR&R	\$129,211.00	\$124,725.74	\$136,119.24	\$0.00
TOTAL DR&R	\$26,566.82	\$36,683.72	\$31,374.54	\$0.00





**2010 Sewer SR&R, 2010 Surface Water DR&R
Certified Bid Tab**

9/16/2010

Bid Schedule A - Sanitary Sewer - 4th St Alley					Jennings Northwest		Kamins Construction		Faber Brothers		Archer Construction	
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$7,122.50	\$7,122.50	\$4,458.00	\$4,458.00	\$10,881.00	\$10,881.00
1-05.5	3	Surveying	1	LS	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,975.00	\$1,975.00	\$805.00	\$805.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$2,125.00	\$2,125.00	\$1,452.00	\$1,452.00	\$2,723.00	\$2,723.00	\$230.00	\$230.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$3,500.00	\$3,500.00	\$3,972.10	\$3,972.10	\$5,462.00	\$5,462.00	\$1,307.50	\$1,307.50
2-03.5	6	Imported Trench Backfill	10	TON	\$20.00	\$200.00	\$37.77	\$377.70	\$16.00	\$160.00	\$19.35	\$193.50
2-09.5	7	Shoring	1	LS	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$4,483.00	\$4,483.00	\$575.00	\$575.00
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$20.00	\$700.00	\$35.18	\$1,231.30	\$12.00	\$420.00	\$22.40	\$784.00
4-06.5	9	Asphalt Treated Base	25	TON	\$195.00	\$4,875.00	\$110.79	\$2,769.75	\$151.00	\$3,775.00	\$103.50	\$2,587.50
5-04.5	10	Planing Bituminous Pavement	215	SY	\$1.00	\$215.00	\$10.72	\$2,304.80	\$16.00	\$3,440.00	\$9.78	\$2,102.70
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$172.00	\$4,300.00	\$127.29	\$3,182.25	\$145.00	\$3,625.00	\$120.75	\$3,018.75
7-05.5	12	Sanitary Sewer Cleanout	1	EA	\$560.00	\$560.00	\$603.90	\$603.90	\$543.00	\$543.00	\$472.45	\$472.45
7-05.5	13	Connection to Existing Manhole	1	EA	\$2,100.00	\$2,100.00	\$462.00	\$462.00	\$886.00	\$886.00	\$751.85	\$751.85
7-17.5	14	PVC Sanitary Sewer Pipe 8 in. Diam.	170	LF	\$54.00	\$9,180.00	\$28.59	\$4,860.30	\$45.00	\$7,650.00	\$28.11	\$4,778.70
7-17.5	15	PVC Sanitary Sewer Pipe 6 in. Diam.	25	LF	\$70.00	\$1,750.00	\$189.40	\$4,735.00	\$65.00	\$1,625.00	\$36.10	\$902.50
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$35.00	\$350.00	\$44.37	\$443.70	\$14.00	\$140.00	\$25.10	\$251.00
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$560.00	\$560.00	\$550.00	\$550.00	\$661.00	\$661.00	\$498.27	\$498.27
8-04.5	16	Cement Conc. Traffic Curb and Gutter	15	LF	\$48.00	\$720.00	\$47.15	\$707.25	\$20.00	\$300.00	\$24.15	\$362.25
8-06.5	17	Cement Conc. Driveway Entrance	15	SY	\$100.00	\$1,500.00	\$69.15	\$1,037.25	\$30.00	\$450.00	\$46.00	\$690.00
					Subtotal	\$41,635.00		\$40,511.80		\$45,276.00		\$33,691.97
					Sales Tax (8.6%)	\$3,580.61		\$3,484.01		\$3,893.74		\$2,897.51
					Schedule A Total	\$45,215.61		\$43,995.81		\$49,169.74		\$36,589.48

Bid Schedule B - Storm Sewer - 4th St Alley					Jennings Northwest		Kamins Construction		Faber Brothers		Archer Construction	
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$1,300.00	\$1,300.00	\$8,552.50	\$8,552.50	\$482.00	\$482.00	\$5,000.00	\$5,000.00
1-05.5	3	Surveying	1	LS	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$805.00	\$805.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$500.00	\$500.00	\$275.00	\$275.00	\$575.00	\$575.00	\$230.00	\$230.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$140.00	\$140.00	\$4,086.50	\$4,086.50	\$2,028.00	\$2,028.00	\$1,223.00	\$1,223.00
2-03.5	6	Imported Trench Backfill	10	TON	\$20.00	\$200.00	\$44.22	\$442.20	\$18.00	\$180.00	\$22.06	\$220.60
2-09.5	7	Shoring	1	LS	\$125.00	\$125.00	\$880.00	\$880.00	\$916.00	\$916.00	\$115.00	\$115.00
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$22.00	\$770.00	\$31.63	\$1,107.05	\$17.00	\$595.00	\$22.40	\$784.00
4-06.5	9	Asphalt Treated Base	25	TON	\$170.00	\$4,250.00	\$99.00	\$2,475.00	\$120.00	\$3,000.00	\$104.00	\$2,600.00
5-04.5	10	Planing Bituminous Pavement	215	SY	\$2.00	\$430.00	\$9.35	\$2,010.25	\$16.00	\$3,440.00	\$10.00	\$2,150.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$172.00	\$4,300.00	\$115.50	\$2,887.50	\$120.00	\$3,000.00	\$120.00	\$3,000.00
7-04.5	12	Schedule A Storm Sewer Pipe 12 in. Diam.	155	LF	\$30.00	\$4,650.00	\$26.35	\$4,084.25	\$30.00	\$4,650.00	\$27.50	\$4,262.50
7-05.5	13	Catch Basin Type 1	2	EA	\$935.00	\$1,870.00	\$665.50	\$1,331.00	\$447.00	\$894.00	\$890.00	\$1,780.00
7-05.5	14	Connection to Drainage Structure	1	EA	\$1,100.00	\$1,100.00	\$368.50	\$368.50	\$171.00	\$171.00	\$395.00	\$395.00
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$35.00	\$350.00	\$50.82	\$508.20	\$21.00	\$210.00	\$25.00	\$250.00
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$500.00	\$500.00	\$275.00	\$275.00	\$500.00	\$500.00	\$685.00	\$685.00
					Subtotal	\$23,485.00		\$32,882.95		\$24,041.00		\$26,000.10
					Sales Tax (8.6%)	\$2,019.71		\$2,827.93		\$2,067.53		\$2,236.01
					Schedule B Total	\$25,504.71		\$35,710.88		\$26,108.53		\$28,236.11

Bid Schedule C - Sanitary Sewer - 81st PI NE					Jennings Northwest		Kamins Construction		Faber Brothers		Archer Construction	
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-09.7	2	Mobilization	1	LS	\$8,500.00	\$8,500.00	\$14,135.00	\$14,135.00	\$2,627.00	\$2,627.00	\$15,200.00	\$15,200.00
1-05.5	3	Surveying	1	LS	\$950.00	\$950.00	\$1,100.00	\$1,100.00	\$1,970.00	\$1,970.00	\$1,700.00	\$1,700.00
1-10.5	4	Project Temporary Traffic Control	1	LS	\$5,200.00	\$5,200.00	\$6,237.00	\$6,237.00	\$11,394.00	\$11,394.00	\$9,000.00	\$9,000.00
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$3,000.00	\$3,000.00	\$4,775.10	\$4,775.10	\$8,579.00	\$8,579.00	\$6,000.00	\$6,000.00
2-03.5	6	Imported Trench Backfill	250	TON	\$20.00	\$5,000.00	\$13.87	\$3,467.50	\$18.00	\$4,500.00	\$18.00	\$4,500.00
2-09.5	7	Shoring	1	LS	\$800.00	\$800.00	\$3,691.60	\$3,691.60	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
4-04.5	8	Crushed Surfacing Top Course	100	TON	\$20.00	\$2,000.00	\$19.80	\$1,980.00	\$19.00	\$1,900.00	\$21.72	\$2,172.00
4-06.5	9	Asphalt Treated Base	60	TON	\$140.00	\$8,400.00	\$95.70	\$5,742.00	\$120.00	\$7,200.00	\$110.00	\$6,600.00
5-04.5	10	Planing Bituminous Pavement	800	SY	\$1.20	\$960.00	\$6.60	\$5,280.00	\$3.00	\$2,400.00	\$7.00	\$5,600.00
5-04.5	11	HMA Cl. 1/2" PG 64-22	125	TON	\$135.00	\$16,875.00	\$104.50	\$13,062.50	\$120.00	\$15,000.00	\$110.00	\$13,750.00
7-05.5	12	Connection to Existing Manhole	2	EA	\$3,000.00	\$6,000.00	\$286.00	\$572.00	\$507.00	\$1,014.00	\$850.00	\$1,700.00
7-17.5	13	PVC Sanitary Sewer Pipe 8 in. Diam.	280	LF	\$70.00	\$19,600.00	\$43.59	\$12,205.20	\$78.00	\$21,840.00	\$87.00	\$24,360.00
7-17.5	14	PVC Sanitary Sewer Pipe 6 in. Diam.	20	LF	\$90.00	\$1,800.00	\$88.94	\$1,778.80	\$32.00	\$640.00	\$40.00	\$800.00
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$35.00	\$350.00	\$36.30	\$363.00	\$24.00	\$240.00	\$35.00	\$350.00
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$500.00	\$500.00	\$2,750.00	\$2,750.00	\$745.00	\$745.00	\$2,500.00	\$2,500.00
8-04.5	17	Cement Conc. Traffic Curb and Gutter	75	LF	\$26.00	\$1,950.00	\$27.50	\$2,062.50	\$29.00	\$2,175.00	\$25.00	\$1,875.00
8-04.5	18	Cement Conc. Pedestrian Curb	40	LF	\$24.00	\$960.00	\$22.00	\$880.00	\$29.00	\$1,160.00	\$21.00	\$840.00
8-14.5	19	Cement Conc. Sidewalk	30	SY	\$35.00	\$1,050.00	\$33.00	\$990.00	\$29.00	\$870.00	\$30.00	\$1,050.00
8-14.5	20	Cement Conc. Sidewalk Ramp Type 2	2	EA	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$800.00	\$1,600.00	\$1,150.00	\$2,300.00
8-22.5	21	Restore Pavement Markings	1	LS	\$500.00	\$500.00	\$660.00	\$660.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
					Subtotal	\$91,595.00		\$88,932.20		\$95,854.00		\$108,297.00
					Sales Tax (8.6%)	\$7,877.17		\$7,648.17		\$8,243.44		\$9,313.54
					Schedule C Total	\$99,472.17		\$96,580.37		\$104,097.44		\$117,610.54

CONSTRUCTION TOTAL \$170,192.49 \$176,287.07 \$179,375.71 \$182,436.13

TOTAL SR&R \$144,687.78 \$140,576.18 \$153,267.18 \$154,200.02
TOTAL DR&R \$25,504.71 \$35,710.88 \$26,108.53 \$28,236.11





**2010 Sewer SR&R, 2010 Surface Water DR&R
Certified Bid Tab**

9/16/2010

Bid Schedule A - Sanitary Sewer - 4th St Alley			Pro Grade Enterprises				Storey Construction		Bid Average	
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$5,638.46	\$5,638.46
1-05.5	3	Surveying	1	LS	\$800.00	\$800.00	\$910.00	\$910.00	\$932.50	\$932.50
1-10.5	4	Project Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,704.42	\$1,704.42
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$2,150.00	\$2,150.00	\$8,000.00	\$8,000.00	\$2,483.88	\$2,483.88
2-03.5	6	Imported Trench Backfill	10	TON	\$30.00	\$300.00	\$25.00	\$250.00	\$17.48	\$174.78
2-09.5	7	Shoring	1	LS	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,396.67	\$1,396.67
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$30.00	\$1,050.00	\$16.00	\$560.00	\$23.05	\$806.69
4-06.5	9	Asphalt Treated Base	25	TON	\$125.00	\$3,125.00	\$162.00	\$4,050.00	\$138.05	\$3,451.13
5-04.5	10	Planing Bituminous Pavement	215	SY	\$8.50	\$1,827.50	\$26.00	\$5,590.00	\$10.85	\$2,333.65
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$125.00	\$3,125.00	\$174.00	\$4,350.00	\$141.17	\$3,529.25
7-05.5	12	Sanitary Sewer Cleanout	1	EA	\$500.00	\$500.00	\$750.00	\$750.00	\$662.86	\$662.86
7-05.5	13	Connection to Existing Manhole	1	EA	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,827.07	\$1,827.07
7-17.5	14	PVC Sanitary Sewer Pipe 8 in. Diam.	170	LF	\$52.00	\$8,840.00	\$35.00	\$5,950.00	\$41.52	\$7,057.83
7-17.5	15	PVC Sanitary Sewer Pipe 6 in. Diam.	25	LF	\$100.00	\$2,500.00	\$32.00	\$800.00	\$79.60	\$1,990.10
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$30.00	\$300.00	\$25.00	\$250.00	\$33.71	\$337.07
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$250.00	\$250.00	\$5,500.00	\$5,500.00	\$1,074.52	\$1,074.52
8-04.5	16	Cement Conc. Traffic Curb and Gutter	15	LF	\$30.00	\$450.00	\$27.30	\$409.50	\$39.80	\$597.00
8-06.5	17	Cement Conc. Driveway Entrance	15	SY	\$150.00	\$2,250.00	\$52.00	\$780.00	\$79.18	\$1,187.69
					Subtotal	\$46,467.50	\$56,649.50	\$39,685.56		
					Sales Tax (8.6%)	\$3,996.21	\$4,871.86	\$4,871.86		
					Schedule A Total	\$50,463.71	\$61,521.36	\$43,098.52		

Bid Schedule B - Storm Sewer - 4th St Alley			Pro Grade Enterprises				Storey Construction		Bid Average	
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-09.7	2	Mobilization	1	LS	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,965.46	\$2,965.46
1-05.5	3	Surveying	1	LS	\$500.00	\$500.00	\$650.00	\$650.00	\$720.42	\$720.42
1-10.5	4	Project Temporary Traffic Control	1	LS	\$250.00	\$250.00	\$2,500.00	\$2,500.00	\$1,022.58	\$1,022.58
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$1,970.00	\$1,970.00	\$8,000.00	\$8,000.00	\$1,881.04	\$1,881.04
2-03.5	6	Imported Trench Backfill	10	TON	\$20.00	\$200.00	\$25.00	\$250.00	\$17.49	\$174.91
2-09.5	7	Shoring	1	LS	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$930.42	\$930.42
4-04.5	8	Crushed Surfacing Top Course	35	TON	\$25.00	\$875.00	\$16.00	\$560.00	\$22.84	\$799.28
4-06.5	9	Asphalt Treated Base	25	TON	\$125.00	\$3,125.00	\$162.00	\$4,050.00	\$135.77	\$3,394.27
5-04.5	10	Planing Bituminous Pavement	215	SY	\$8.50	\$1,827.50	\$26.00	\$5,590.00	\$10.84	\$2,330.96
5-04.5	11	HMA Cl. 1/2" PG 64-22	25	TON	\$125.00	\$3,125.00	\$174.00	\$4,350.00	\$137.63	\$3,440.63
7-04.5	12	Schedule A Storm Sewer Pipe 12 in. Diam.	155	LF	\$35.00	\$5,425.00	\$35.00	\$5,425.00	\$33.24	\$5,151.81
7-05.5	13	Catch Basin Type 1	2	EA	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$933.54	\$1,867.08
7-05.5	14	Connection to Drainage Structure	1	EA	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$699.54	\$699.54
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$30.00	\$300.00	\$20.00	\$200.00	\$30.32	\$303.18
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$250.00	\$250.00	\$3,000.00	\$3,000.00	\$752.92	\$752.92
					Subtotal	\$26,698.50	\$51,575.00	\$28,934.50		
					Sales Tax (8.6%)	\$2,296.07	\$4,435.45	\$2,488.37		
					Schedule B Total	\$28,994.57	\$56,010.45	\$31,422.87		

Bid Schedule C - Sanitary Sewer - 81st PI NE			Pro Grade Enterprises				Storey Construction		Bid Average	
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-09.7	2	Mobilization	1	LS	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$6,388.50	\$6,388.50
1-05.5	3	Surveying	1	LS	\$800.00	\$800.00	\$1,040.00	\$1,040.00	\$1,042.50	\$1,042.50
1-10.5	4	Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,892.17	\$5,892.17
2-02.5	5	Removal of Structures and Obstructions	1	LS	\$3,400.00	\$3,400.00	\$8,000.00	\$8,000.00	\$3,554.51	\$3,554.51
2-03.5	6	Imported Trench Backfill	250	TON	\$20.00	\$5,000.00	\$25.00	\$6,250.00	\$16.12	\$4,030.63
2-09.5	7	Shoring	1	LS	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,757.88	\$1,757.88
4-04.5	8	Crushed Surfacing Top Course	100	TON	\$30.00	\$3,000.00	\$16.00	\$1,600.00	\$23.75	\$2,375.17
4-06.5	9	Asphalt Treated Base	60	TON	\$100.00	\$6,000.00	\$114.00	\$6,840.00	\$121.39	\$7,283.50
5-04.5	10	Planing Bituminous Pavement	800	SY	\$6.00	\$4,800.00	\$20.00	\$16,000.00	\$6.67	\$5,336.67
5-04.5	11	HMA Cl. 1/2" PG 64-22	125	TON	\$100.00	\$12,500.00	\$138.00	\$17,250.00	\$117.67	\$14,708.33
7-05.5	12	Connection to Existing Manhole	2	EA	\$5,000.00	\$10,000.00	\$1,500.00	\$3,000.00	\$2,071.50	\$4,143.00
7-17.5	13	PVC Sanitary Sewer Pipe 8 in. Diam.	280	LF	\$65.00	\$18,200.00	\$35.00	\$9,800.00	\$58.55	\$16,393.77
7-17.5	14	PVC Sanitary Sewer Pipe 6 in. Diam.	20	LF	\$100.00	\$2,000.00	\$32.00	\$640.00	\$66.12	\$1,322.40
7-17.5	15	Removal and Replacement of Unsuitable Material	10	CY	\$30.00	\$300.00	\$20.00	\$200.00	\$28.86	\$288.59
8-01.5	16	Temporary Erosion and Water Pollution Control	1	LS	\$250.00	\$250.00	\$3,000.00	\$3,000.00	\$1,485.00	\$1,485.00
8-04.5	17	Cement Conc. Traffic Curb and Gutter	75	LF	\$25.00	\$1,875.00	\$27.30	\$2,047.50	\$29.23	\$2,192.50
8-04.5	18	Cement Conc. Pedestrian Curb	40	LF	\$23.00	\$920.00	\$23.40	\$936.00	\$24.39	\$975.67
8-14.5	19	Cement Conc. Sidewalk	30	SY	\$50.00	\$1,500.00	\$37.70	\$1,131.00	\$49.73	\$1,491.75
8-14.5	20	Cement Conc. Sidewalk Ramp Type 2	2	EA	\$1,200.00	\$2,400.00	\$1,274.00	\$2,548.00	\$1,085.33	\$2,170.67
8-22.5	21	Restore Pavement Markings	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$927.08	\$927.08
					Subtotal	\$96,945.00	\$101,782.50	\$88,760.28		
					Sales Tax (8.6%)	\$8,337.27	\$8,753.30	\$7,633.38		
					Schedule C Total	\$105,282.27	\$110,535.80	\$96,393.66		

CONSTRUCTION TOTAL	\$184,740.55	\$228,067.60	\$170,915.04
TOTAL SR&R	\$155,745.98	\$172,057.15	\$139,492.18
TOTAL DR&R	\$28,994.57	\$56,010.45	\$31,422.87



CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Condemnation Ordinance – 7006 67 th Ave NE	
PREPARED BY: Jeff Laycock, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Excerpt from Washington Administrative Code• Vicinity Map• Ordinance and Exhibit “A” Legal Description	
BUDGET CODE: N/A	AMOUNT: N/A

SUMMARY:

City staff will soon be initiating property acquisition at 7006 67th Ave NE for the purposes of constructing sidewalk improvements along the frontage of this property.

The property owner directly to the north at 7014 67th Ave NE has already dedicated a portion of their property to the City as required under the 50/50 Sidewalk Program in order to construct sidewalk improvements along their frontage.

Acquisition of property at 7006 67th Ave NE will allow the City to construct the last remaining sidewalk segment on 67th Ave NE between Grove St and SR 528, thereby filling in a crucial gap in the City’s pedestrian network.

Fair market value compensation will be offered to the property owner based upon appraised property value as prepared via an Administrative Offer Settlement. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings. A key reason for approving the attached ordinance at this time is for the benefit of the property owners so that the compensation they receive for the transfer of a portion of their property to the City will not be subject to real estate excise tax. As the attached **WAC 458-61A-206** states:

“Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.”

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Ordinance authorizing condemnation, appropriation, and acquisition of property at 7006 67th Ave NE for the purpose of constructing sidewalk.

WAC Excerpt

WAC 458-61A-206 Condemnation proceedings. (1) Introduction. Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a government entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.

(2) Transfer must be to a governmental entity. To qualify for this exemption, the threat of condemnation or the exercise of eminent domain must be made by a governmental entity with the actual power to exercise eminent domain.

(3) Threat to exercise eminent domain must be imminent. To qualify for this exemption, the governmental entity must have either filed condemnation proceedings against the seller/grantee; or:

(a) The governmental entity must have notified the seller in writing of its intent to exercise its power of eminent domain prior to the sale; and

(b) The governmental entity must have the present ability and authority to use its power of eminent domain against the subject property at the time of sale; and

(c) The governmental entity must have specific statutory authority authorizing its power of eminent domain for property under the conditions presented.

(4) Inverse condemnation. Inverse condemnation occurs when the government constructively takes real property even though formal eminent domain proceedings are not actually taken against the subject property. The seller must have a judgment against the governmental entity, or a court approved settlement, based upon inverse condemnation to claim the exemption.

(5) Examples. The following examples, while not exhaustive, illustrate some of the circumstances in which a sale to a governmental entity may or may not be exempt on the basis of condemnation or threat of eminent domain. The status of each situation must be determined after a review of all the facts and circumstances.

(a) The Jazz Port school district wants to purchase property for a new school. An election has been held to authorize the use of public funds for the purchase, and the general area for the site has been chosen. In order to proceed, the district will need to obtain a five-acre parcel owned by the Fairwood family. The district has been granted authority to obtain property by the use of eminent domain if required. The district has notified the Fairwoods in writing of its intention to exercise its powers of eminent domain if necessary to obtain the land. The Fairwoods, rather than allowing the matter to proceed to court, agree to sell the parcel to the Jazz Port district. The school district will use the parcel for construction of the new school. The conveyance from the Fairwoods to Jazz Port school district is exempt from real estate excise tax because the transfer was made under the imminent threat of the exercise of eminent domain.

(b) The Sonata City Parks Department has the authority to obtain land for possible future development of parks. The department would like to obtain waterfront property for preservation and future development. They approach Frankie and Chaz Friendly with an offer to purchase the Friendlys' 20-acre waterfront parcel. The Parks Department does not have a current appropriation for actual construction of a park on the site, and the City Council has not specifically authorized an exercise of eminent domain to obtain the subject property. The conveyance from the Friendlys to the city is subject to the real estate excise tax, because the transfer was not made under the imminent threat of the exercise of eminent domain.

[Statutory Authority: RCW 82.32.300, 82.01.060(2), and 82.45.150 . 05-23-093, § 458-61A-206, filed 11/16/05, effective 12/17/05.]

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND OTHER PROPERTY FOR PURPOSES OF CONSTRUCTING SIDEWALKS ALONG 67TH AVENUE NE

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Sidewalks have been fully constructed along the west margin of 67th Avenue north of SR 528 except in the area adjacent to the two properties located at 7006 – 67th Avenue NE and 7014 – 67th Avenue NE.

2. Public safety, convenience, use and necessity demand the completion of sidewalks along 67th Avenue.

3. The City has conducted engineering studies and has determined that the east 10 feet of the above properties is required for purposes of constructing sidewalks, together with a construction easement over the west 10 feet of the east 20 feet of said properties.

4. The owner of the property at 7014 – 67th Avenue NE has dedicated the required sidewalk property to the City as part of participation in the City's 50/50 sidewalk program.

5. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds of the City as may be provided by law.

6. The City may be unable to agree with owner of the property at 7006 – 67th Avenue NE upon the compensation to be paid for said property.

7. The City has authority pursuant to RCW 8.12 to acquire, if necessary, title to real property for public purposes.

8. Notice of this action has been duly given as required by RCW 8.25.290.

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

1. The City is hereby authorized to condemn, appropriate, take and damage the real property located described in **EXHIBIT "A."**

2. The use of the property described in **EXHIBIT "A"** is for construction of sidewalks, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT "A"** are hereby condemned, appropriated, taken and damaged for the purpose of constructing sidewalks along 67th Avenue NE. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

4. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

Fund No. 305 (GMA-Street)

or such other funds as may be provided by law.

5. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this _____ day of September, 2010.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

**EXHIBIT “A”
LEGAL DESCRIPTION**

Fee acquisition:

The East 10 feet of the following-described PARCEL A.

Temporary construction easement acquisition:

The West 10 feet of the East 20 feet of the following-described PARCEL A.

PARCEL A:

The South 100 feet of the East 1 acre of Lot 12, Henning’s Kellogg Marsh Gardens, according to the plat thereof recorded in Volume 11 of Plats, page 85, records of Snohomish County, Washington;

TOGETHER WITH that portion of the South 100.00 feet of Lot 12, Henning’s Kellogg Marsh Gardens, according to the plat thereof recorded in Volume 11 of Plats, page 85, records of Snohomish County, Washington, lying between the West line of the East 1 acre of said Lot 12 and the East line of Lots 49 and 50 of the Plat of Kellogg Meadows Division No. 2, according to the Plat thereof recorded in Volume 49 of Plats, pages 288 and 289, records of Snohomish County, Washington.

AND TOGETHER WITH the East 228 feet of the North 20 feet of the following-described 10-acre tract:

A certain portion of the East half of the Northeast quarter of Section 27, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning 219.94 feet North of the Southeast corner of the Northeast quarter of said Section 27, herein referred to as the Point of Beginning; Thence West 990 feet; Thence North 440 feet; Thence East 990 feet; Thence South 440 feet to the Point of Beginning; EXCEPT County Road.

Situate in the County of Snohomish, State of Washington.

Snohomish County tax parcels 004701-000-012-03 and 300527-001-061-00

Commonly known as 7006 – 67th Avenue NE, Marysville, WA 98270

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Ordinance relating to Parks and Recreation and City's penal code; adopting and adding a new Chapter 6.82 (Park Code) to Title 6 of the Marysville Municipal Code	
PREPARED BY: Jim Ballew- Paul McMurray	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation & City Attorney's Office	
ATTACHMENTS: Park Code and Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Parks and Recreation Department and City Attorneys Office, with approval of the Parks and Recreation Advisory Board have developed a Park Code to be added and adopted to Title 6 of the Marysville Municipal Code.

The proposed Park Code will provide clear definitions and regulations to enhance the use of parks, programs and community events conducted on park properties. This code will assist law enforcement officials and park administration in the enforcement of all current policies and laws intended to preserve and protect our parks for the benefit of all.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Ordinance relating to a new Chapter 6.82 which shall constitute the Park Code of the City of Marysville.

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

An ORDINANCE of the City of Marysville, Washington, relating to parks and recreation and the City's penal code; adopting and adding a new Chapter 6.82 (Park Code) to Title 6 of the Marysville Municipal Code.

WHEREAS, unlawful and inappropriate behavior in the City's parks diminishes these precious assets and deprives citizens of the full use and enjoyment of the natural beauty, recreational opportunities and peaceful repose that parks are intended to preserve in an urban setting; and

WHEREAS, in addition to more serious criminal acts that threaten personal injury and property damage, a wide range of illegal disorderly behavior can transform a park into an unwelcoming, unattractive and ultimately unsafe public space requiring increased expenditures for public safety and maintenance; and

WHEREAS, the law intended to preserve and protect the parks for the benefit of all are effective only if those who use the parks obey the law. The current criminal and civil penalties for violating the law are frequently inadequate alone to deter illegal behavior, prevent its recurrence or provide for the removal of the offender from the park; and

WHEREAS, compliance with the law, including the Parks Code and regulations, will be enhanced by the immediate administrative sanction of excluding from a park those who violate the law, and for repeat offenders and for more serious offenses, exclusion for an extended period of time will provide a necessary additional remedy to protect the parks; and

WHEREAS, due to the geographic proximity of some parks, the similarity of some park functions and the potential displacement of illegal behavior from one park to another, it is necessary to provide for exclusion from groups of parks or all parks under certain circumstances,

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

Section 1. A new Chapter 6.82 is hereby adopted and added to Title 6 of the Marysville Municipal Code and shall read as follows:

ORDINANCE - 1

W/mv/ord.ch.6.82 parks and recreation

Chapter 6.82
PARK CODE

Sections:

- 6.82.010 Short title.
- 6.82.015 Applicability.
- 6.82.020 Definitions.
- 6.82.025 Construction of provisions.
- 6.82.030 Regulations issued by director.
- 6.82.035 Enforcement.
- 6.82.040 Park hours.
- 6.82.045 Posting signs.
- 6.82.050 Defacing property.
- 6.82.055 Littering prohibited.
- 6.82.060 Abandonment of animals.
- 6.82.065 Animals at large.
- 6.82.070 Weapons.
- 6.82.075 Feeding animals.
- 6.82.080 Selling refreshments or merchandise.
- 6.82.085 Overnight camping prohibited
- 6.82.090 Reservation of park and recreational facilities.
- 6.82.095 Facility use permit—Application.
- 6.82.100 Facility use permit—Denial.
- 6.82.105 Parks and recreation facilities—Fee for use.
- 6.82.110 Boating.
- 6.82.120 Motor vehicle operation.
- 6.82.125 Parking.
- 6.82.130 Bicycle operation.
- 6.82.135 Skateboarding.
- 6.82.140 Noise.
- 6.82.145 Remote control models, hang gliders, hot air balloons.
- 6.82.150 Urinating in public.
- 6.82.155 Trail use.
- 6.82.160 Golfing, baseball, etc.
- 6.82.165 Building fires.
- 6.82.170 Alcoholic beverages.
- 6.82.175 Trespass in parks—Punishment.
- 6.82.180 Principal offender defined.
- 6.82.185 Park exclusion.
- 6.82.190 Penalty for violations.

6.82.010 Short title.

This chapter shall constitute the park code of the city of Marysville and may be cited as such.

6.82.015 Applicability.

This chapter constitutes the general regulations which will be in effect for all city

parks and for all other property under the management of the Park and Recreation Department. These general regulations are in addition to other applicable City, State, and Federal laws and regulations.

6.82.020 Definitions.

The terms herein used, unless clearly contrary to or inconsistent with the context in which used, shall be construed as follows:

- A. "Park Board" means the members of the parks and recreation board of the city;
- B. "Park" means and includes all city parks, public squares, park drives, parkways, boulevards, golf course, park museums, zoos, bathing beaches, and play and recreation grounds under the jurisdiction of the park board.
- C. "Director" means the director of the city of Marysville parks and recreation department or his/her designee.
- D. "Department" means the city of Marysville parks and recreation department.

6.82.025 Construction of provisions.

This chapter is declared to be an exercise of the police power of the state and Marysville for the public peace, health, safety and welfare, and its provisions shall be liberally construed.

6.82.030 Regulations issued by director.

- A. The director is authorized to issue rules and regulations for the use of park property, facilities, and equipment.
- B. It is unlawful to violate or fail to comply with any park rule or regulation duly adopted and posted by the director.
- C. The city assumes no liability for the condition of the parks property subject to this chapter and the regulations and rules adopted by the director.

6.82.035 Enforcement.

Except as otherwise provided in the park code, City law enforcement personnel are authorized and shall be responsible for enforcing the park code.

6.82.040 Park hours.

Except as otherwise posted or permitted, city parks shall be open to the public from 6:30 a.m. to dusk, and shall be closed to the public at all other times.

6.82.045 Posting signs.

It is unlawful to use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind of advertising in any park; or to attach any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, railing, post or structure in any park; or, without the written consent of the director, to place or erect in any park a structure of any kind; provided, however, that the director may approve the posting of temporary directional signs or decorations on occasions of public celebration and picnics.

6.82.050 Defacing property.

It is unlawful for any person, except an authorized employee or agent of the city, to remove, destroy, mutilate or deface any park property, structure, facility or station. This prohibition applies to all aspects of the natural or landscaped environment and to any structure, object, equipment, improvement, or other park property.

6.82.055 Littering prohibited.

A. No person shall throw or deposit litter on any park property, except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park, or upon any street or other public place. Where public receptacles are not provided, all litter shall be carried away and properly disposed of.

B. No person shall use department litter receptacles in the following manner:

1. No person shall damage, deface, abuse, or misuse any litter receptacle so as to interfere with its proper function or detract from its proper appearance.

2. No person shall deposit leaves, clippings, prunings, or gardening refuse in any litter receptacle.

3. No person shall deposit household garbage in any litter receptacle; provided that this subsection shall not be construed to mean that wastes of food consumed on park property may not be deposited in litter receptacles.

C. Whenever litter dumped in violation of this chapter contains three or more items bearing the name of one individual, there shall be a rebuttable presumption that the individual whose name appears on such items committed the unlawful act of littering.

D. For purposes of this section, "litter" means garbage, refuse, rubbish, or any other waste material which, if thrown or deposited as prohibited in this section tends to create a nuisance which annoys, injures, or endangers the health, safety, or comfort of the public.

E. A violation of this section is a civil infraction and shall be enforced in accordance with MMC 4.02.040.

F. The amount of the civil infraction fine for any person littering in an amount less than or equal to one cubic foot shall be fifty dollars (\$50), not including statutory assessments; the fine for any person littering in an amount greater than one cubic foot shall be \$250, not including statutory assessments. Unless suspended or modified by a court, the person shall also pay a litter cleanup fee of \$25 per cubic foot of litter. The court may, in addition to or in lieu of part or all of the cleanup fee, order the person to pick up and remove litter from the property.

6.82.060 Abandonment of animals.

No person shall abandon an animal by intentionally, knowingly, recklessly or with criminal negligence leaving a domesticated animal in a park.

6.82.065 Animals at large.

A. It is unlawful for any person to allow or permit any animal to be at large in any park, except dog guides or service animals, as defined in Chapter 70.84 RCW (White Cane Law), or those animals used by a law enforcement officer; provided,

that except in areas in which animals are prohibited, animals are permitted in a park if on a leash not greater than ten feet in length, or otherwise securely caged or securely restrained.

B. The director may ban dogs and other pets from areas of any park where the director determines it appropriate.

C. Any person with any animal in his or her possession in any park shall be responsible for the conduct of the animal and shall not allow the animal to bite or otherwise molest or annoy other park visitors.

D. Any person with an animal in his or her possession in any park shall carry equipment for removing fecal matter, and shall collect and place fecal matter deposited by such animal in an appropriate receptacle.

E. Notwithstanding subsection A of this section, the director may designate certain areas in parks as allowing dogs and/or other pets to be off leash.

6.82.070 Weapons.

It is unlawful to shoot or fire any firearm, air gun, bows and arrows, B.B. gun or use any slingshot in any park; provided, this section shall not apply to law enforcement personnel or to department of parks and recreation employees acting pursuant to and in accordance with rules and regulations of the director; and provided further, that this section shall not apply to participants in a parks and recreation program which, as a component of the program, includes the use of such weapons; and provided further, that this section shall not apply to hunters accessing areas designated for purposes of hunting in accordance with Washington State Department of Fish and Wildlife regulations.

6.82.075 Feeding animals.

It is unlawful to tease, annoy, disturb, molest, catch, hunt, trap, injure or kill any animal, bird, fowl or fish unless said activity is on behalf of the city by a representative or agent of the city to remove or control a nuisance or hazardous situation. This provision shall not prevent fishing except in areas so designated by the city council. It shall be unlawful to feed and/or remove ducks, geese or other waterfowl in any public park and/or beach area.

6.82.080 Selling refreshments or merchandise.

A. The sale of food, drink, other merchandise, or any services on park property is prohibited, unless the seller has either written permission from the director, or a concession sales contract with the city.

B. The rental of any merchandise or materials on park property is prohibited, unless the renter has written permission from the director or a concession contract with the city.

6.82.085 Overnight camping prohibited.

Except as otherwise permitted by the director, overnight camping is prohibited within city parks.

6.82.090 Reservation of park and recreational facilities.

City parks and recreational facilities are available for public use in accordance with this chapter and park rules and regulations. Reservations for use of these facilities is required for any community special or private event involving more than routine use of such facilities. Park facilities may only be reserved a total of twelve (12) times within a calendar year by any person, group or non-profit organization.

6.82.095 Facility use permit—Application.

Reservations as required in Section 6.82.090 shall be made by obtaining a permit through the office of the director of parks and recreation. A facility use permit may be obtained by submitting a written application and an executed facility use agreement to the director's office, at least fourteen (14) working days prior to the day of the intended use. The application and facility use agreement shall contain such information, terms and conditions as the director shall deem necessary to insure compliance with Sections 6.82.090 through 6.82.100 and/or any other applicable laws, and regulations and city policies.

6.82.100 Facility use permit—Denial.

Applications that are submitted in a timely manner and that are complete will be denied, approved or approved with conditions within seven (7) calendar days prior to the date scheduled for the event. Denial of applications will be based on one or more of the following:

- A. The space had already been applied to for reservation at the time of the application submission, or;
- B. The event or assembly for which the permit is sought would, because of its time, place or nature, obstruct or substantially interfere with the enjoyment and use by the general public; or
- C. The event or assembly for which a permit is sought is in violation of sections 6.82.090 through 6.82.100 and/or any other applicable ordinance, law and/or regulation.

The director shall have authority to approve a permit subject to the applicant meeting reasonable conditions consistent with sections 6.82.090 through 6.82.100 and city ordinances, regulations and/or policies as now exist or are hereafter amended.

6.82.105 Parks and recreation facilities—Fee for use.

Users are required to pay fees for the use of city park and recreation facilities as are established by city ordinances, resolution, regulations and/or policies as now exist or are hereafter amended.

6.82.110 Boating.

It is unlawful to have, keep or operate any boat, float, raft or other watercraft in or upon any bay, lake, pond, slough, river or creek, within the limits of any park, or to land the same on any point upon the shores thereof bordering upon any park, except at places set apart for such purposes by the parks director and so designated by signs. Further, it is unlawful for any person to moor any watercraft

overnight in any park, except by permit of the parks director or his or her designee.

6.82.120 Motor vehicle operation.

A. The general speed limit for all motor vehicles and motorcycles within city parks is five (5) miles per hour unless otherwise posted by the director.

B. Motor vehicles and motorcycles may be operated only on paved roadways. "Paved roadways" as used in this subsection does not include paved ways marked by the director for the exclusive use of pedestrians, bicycles, or wheelchairs.

6.82.125 Parking.

Motor vehicles shall park only in designated paved or graveled parking areas. Parking spaces within city parks are reserved for the use of park patrons during open park hours; parking during closed park hours, overnight parking, and residential parking on park property is prohibited. Nor shall any person park any vehicle in any park for the principal purpose of washing, greasing, or repairing such vehicle except repairs necessitated by an emergency.

6.82.130 Bicycle operation.

Except as otherwise posted or permitted by the director, bicycles, tricycles and unicycles may be operated and ridden only on paved and graveled ways within city parks, and shall not be operated and ridden on trails within the city parks.

6.82.135 Skateboarding.

Unless otherwise posted by the director, it is unlawful to use skateboards, in-line skates, roller skates, or bicycles on trails, paths or internal sidewalks of city parks. It is unlawful to use skateboards, in-line skates, roller skates, or bicycles in any other area of a park if so posted.

6.82.140 Noise.

A. No person shall, without prior written approval of the parks director or authorized parks department employee, cause or allow to be emitted noise in a park which:

1. Exceeds the maximum permissible noise levels set forth in MMC 6.76.040; or

2. Is a motor vehicle noise specifically prohibited by MMC 6.76.060 or .070; or

3. Is a disturbance noise or a nuisance noise as set forth in MMC 6.76.060.

B. For purposes of this section, the definitions provided in MMC 6.76.020 shall apply and are incorporated herein by this reference.

C. The penalties for violations of this section and enforcement thereof shall be in accordance with MMC 6.76.090.

6.82.145 Remote control models, hang gliders, hot air balloons.

It is unlawful to operate any remote control and/or motorized model aircraft, rocket, watercraft or similar device in any park, or to launch or land any hang

glider or hot air balloon, except at places set apart by the parks director for such purposes or as authorized by a permit from the parks director.

6.82.150 Urinating in public.

A person is guilty of urinating in public in a city park if he or she intentionally urinates or defecates in a city park in a place other than a wash room or toilet room.

6.82.155 Trail use.

Unless otherwise posted, it is unlawful to use bicycles or other similar wheeled vehicles on unpaved trails. Further, it is unlawful for any person to travel on a trail at a speed greater than five (5) miles per hour. In every event, speed shall be so controlled as may be necessary to avoid colliding with others who are complying with the law and using reasonable care. Travel at speeds five (5) miles per hour or less shall not relieve the rider from maintaining control of themselves and their equipment, and from the duty to ride with due regard for the safety of all persons.

6.82.160 Golfing, baseball, etc.

It is unlawful to practice or play golf, baseball, cricket, polo, archery, hockey, tennis, or other games of like character or to hurl or propel any airborne or other missile except at places set apart for such purposes by the parks director.

6.82.165 Building fires.

It is unlawful to build any fires in any park except in areas constructed, maintained and designated by the director.

6.82.170 Alcoholic beverages.

It is unlawful for any person to consume or possess any alcoholic beverage in a city park, including unopened alcoholic beverage containers, except in those areas, and/or at those events for which the appropriate license(s)/permit(s) has been obtained from the state of Washington and a permit has been issued by the director.

6.82.175 Trespass in parks—Punishment.

A. It shall constitute an trespass in a city park if any person who knowingly: (1) enters or remains in a park from which he or she has been excluded during the period covered by an exclusion notice pursuant to Section 2.20.230 of this chapter; (2) enters, remains in, or is otherwise present within the premises of a park during hours which the park or portion of the park is not open to the public, unless the person is present within the park to participate in an activity either conducted by the parks and recreation department or conducted pursuant to the terms of a permit issued by the parks and recreation department; or (3) enters or remains in any area of a park which has been designated and posted by the director as a closed area, using such postings as “no admittance” or “closed to use” or “no trespassing.”

B. Unless otherwise posted, city parks are open to the public from six-thirty a.m.

to dusk. The parks are closed to the public outside of posted times. The director shall have the authority to modify the time a city park is open and closed to the public where the director determines it appropriate.

C. The provisions of this section do not apply to any duly authorized department of parks and recreation or other city employee in the performance of his or her duties, or other person authorized by law.

6.82.180 Principal offender defined.

Anyone concerned in the violation of this chapter whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, and whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such offense, is and shall be a principal under the terms of this chapter and shall be proceeded against and prosecuted as such.

6.82.185 Park exclusion.

A. The parks director and his/her designees are empowered to exercise the authority of law enforcement personnel to the extent necessary to enforce this section.

B. The parks director or his/her designees may, by delivering an exclusion notice in person to the offender, or by first class mail and certified mail to the offender at the offender's last known address, exclude from a city park, anyone who within a city park:

1. Violates any provision of this chapter; or
2. Violates any park rule; or
3. Violates any provision of the Marysville Municipal Code or Revised

Code of Washington.

The offender need not be charged, tried, or convicted of any crime or infraction in order for an exclusion notice to be issued or be effective. The exclusion may be based upon observation by the parks director or his/her designee or upon civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.

C. If the offender:

1. Has not been excluded from any city park by an exclusion notice issued within one year prior to the violation and the current violation is not a weapon violation, then the parks director or his/her designee may exclude the offender from the city park in which the current violation occurred for a period not exceeding seven (7) calendar days from the date of the exclusion notice.

2. Has been the subject of only one prior exclusion notice issued within one year prior to the current violation and neither the current nor the past violation was a weapon violation, then the parks director or his/her designee shall exclude the offender from any or all city parks for a period of ninety (90) calendar days from the date of the exclusion notice.

3. Has been the subject of two or more prior exclusion notices issued within one (1) year prior to the current violation, or if the current violation is a weapon violation, then the parks director or his/her designee shall exclude the offender from any or all city parks for a period of one (1) year from the date of the

exclusion notice.

D. The exclusion notice shall be in writing and shall contain the date of issuance. The exclusion notice shall specify the length and places of exclusion. It shall be signed by the issuing individual. Warning of the consequences for failure to comply shall be prominently displayed on the notice.

E. Only the parks director or his/her designee after a hearing may rescind, shorten or modify an exclusion notice.

F. An offender receiving an exclusion notice longer than seven (7) calendar days may seek a hearing to have the exclusion notice rescinded, the period of exclusion shortened, or the areas of exclusion reduced. The hearing examiner shall be an elected or pro tempore Marysville municipal court judge, unless the mayor designates another as hearing examiner. The request for a hearing shall be delivered to the parks director or postmarked no later than seven (7) calendar days after the issuance date of the exclusion notice. The request for hearing shall be in writing and shall be accompanied by a copy of the exclusion notice on which the hearing is sought. The hearing should occur within seven (7) calendar days after the parks director receives the request for hearing. The parks director or his/her designee shall take reasonable steps to notify the offender of the date, time, and place of the hearing.

G. At the hearing, the violation must be proved by a preponderance of the evidence in order to uphold the exclusion notice. If the exclusion notice was issued because of the alleged violation of any criminal law, the offender need not be charged, tried, or convicted for the exclusion notice to be upheld. The exclusion notice establishes a prima facie case that the offender committed the violation as described. The hearing examiner shall consider a sworn report or a declaration made under penalty of perjury, written by the individual who issued the exclusion notice, without further evidentiary foundation. The hearing examiner may consider information that would not be admissible under the evidence rules in a court of law but which the hearing examiner considers relevant and trustworthy.

H. If the violation is proved, the exclusion notice shall be upheld; but upon good cause shown, the hearing examiner may shorten the duration of the exclusion or reduce the areas covered by the exclusion. If the violation is not proved by a preponderance of the evidence, the hearing examiner shall rescind the exclusion. If the hearing examiner rescinds an exclusion, the exclusion shall not be considered a prior exclusion for purposes of subsection C of this section.

I. The decision of the hearing examiner is final. An offender seeking judicial review of hearing examiner's decision must file an application for a writ of review in the Snohomish County superior court with fifteen (15) calendar days of the date of that decision.

J. The exclusion shall remain in effect during the pendency of any administrative or judicial proceeding.

K. No determination of facts made by a person conducting a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal prosecution or civil proceeding.

L. This section shall be enforced so as to emphasize voluntary compliance with laws and park rules, and so that inadvertent minor violations that would fall under subsections B(1) and (2) can be corrected without resort to an exclusion notice.

6.82.190 Penalty for violations.

A. A violation of any of the provisions of sections 6.82.030, 6.82.045, 6.82.055, 6.82.065, 6.82.075, 6.82.080, 6.82.085, 6.82.090, 6.82.095, 6.82.105, 6.82.110, 6.82.115, 6.82.125, 6.82.130, 6.82.135, 6.82.145, 6.82.155, 6.82.160, and 6.82.165 constitutes a civil infraction and shall be enforced in accordance with MMC 4.02.040. The amount of civil infraction fine shall be assessed in accordance with the schedule provided in MMC 4.02.040(3)(g)(ii) and shall not exceed five hundred dollars per violation.

B. A violation of any of the provisions of sections 6.82.050, 6.82.060, 6.82.070, 6.82.150, 6.82.170, and 6.82.175 is a misdemeanor, and may be punished by a fine of not more than one thousand dollars or by imprisonment not to exceed ninety days or by both such fine and imprisonment.

C. The penalty for a violation of other sections of this chapter is as provided in those respective sections.

Section 2. If any word, phrase, sentence, provision, or portion of this ordinance is declared to be invalid or unenforceable, it shall not affect validity or enforceability of the remaining words, phrases, sentences, provisions or portions of this ordinance.

Section 3. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the mayor this _____ day of _____, 2010.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney.

Date of Publication: _____

ORDINANCE - 11

W/mv/ord.ch.6.82 parks and recreation

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Adoption of the Snohomish County Natural Hazards Mitigation Plan	
PREPARED BY: John A. Cowling, Asst. City Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Resolution• Executive Summary	
BUDGET CODE: N/A	AMOUNT: N/A

SUMMARY:

Snohomish County Natural Hazards Mitigation Plan-

In 2005, council adopted by resolution the Snohomish County Natural Hazards Mitigation Plan. This plan has recently been updated by a coalition partnership made up of Snohomish County, cities (including Marysville), and special purpose districts worked together to fulfill the DMA requirements for all participating partners

The Plan was developed to achieve Disaster Mitigation Act (DMA) eligibility for Snohomish County and all coalition partners. The DMA is federal legislation enacted to encourage and promote proactive, pre-disaster planning as a condition of receiving financial assistance under the Robert T. Stafford Act. The DMA emphasizes planning for disasters before they occur. It established a pre-disaster hazard mitigation program and new requirements for the national post-disaster hazard mitigation grant program. The DMA encourages state and local authorities to work together on pre-disaster planning, and it promotes sustainability as a strategy for disaster resistance. The enhanced planning network called for by the DMA helps local governments articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the resolution to adopt the 2010 Snohomish County Natural Hazards Mitigation Plan Update

**RESOLUTION FOR THE ADOPTION OF THE 2010 SNOHOMISH
COUNTY NATURAL HAZARDS MITIGATION PLAN UPDATE**

Resolution No. _____

WHEREAS, all of Snohomish County is exposed to natural hazards that present risks to life, property, the environment, and the economy; and

WHEREAS, proactive mitigation can reduce or eliminate these risks; and

WHEREAS, pursuant to the Disaster Mitigation Act of 2000 (P.L. 106-390, dated Oct. 30, 2000) and 44 CFR § 201, the Federal Emergency Management Agency requires the adoption and maintenance of a natural hazard mitigation plan as a condition of eligibility for certain pre- and post-disaster mitigation grant funds; and

WHEREAS, a coalition of 35 Planning Partners, including Snohomish County, Cities, and Special Purpose Districts, have updated the 2005 Snohomish County Natural Hazards Mitigation Plan in accordance with the processes and requirements established by 44 CFR § 206.1.

NOW, THEREFORE, BE IT RESOLVED that the City of Marysville:

1. Adopts in its entirety Volume 1 and, Part 1; Chapter 9 of Part 2; and the Appendices of Volume 2 of the 2010 Snohomish County Natural Hazard Mitigation Plan Update, as amended.
2. Will utilize the adopted portions of the 2010 Snohomish County Natural Hazard Mitigation Plan Update to guide pre- and post-disaster mitigation of the City of Marysville's identified hazards.
3. Will coordinate the strategies identified in the 2010 Snohomish County Natural Hazard Mitigation Plan Update with other planning efforts under its jurisdictional authority.
4. Will continue to support the County's Mitigation Steering Committee and collaborate with the established planning partnership as described by the Update's Guiding Principle, Goals, and Objectives.

This resolution was passed by motion on this _____ day of September 2010.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST TO:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Disaster Mitigation Act (DMA; Public Law 106-390) is federal legislation enacted to promote proactive, pre-disaster planning as a condition of receiving elements of financial assistance under the Robert T. Stafford Act. The DMA established a pre-disaster hazard mitigation program and new requirements for the post-disaster hazard mitigation grant program. It encourages state and local authorities to work together on pre-disaster planning, and it promotes “sustainable hazard mitigation,” which includes the sound management of natural resources, local economic and social resiliency, and the recognition that hazards and mitigation must be understood in the largest possible social and economic context. The enhanced planning network called for by the DMA helps local governments articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects.

Snohomish County and a partnership of local governments within the County have developed and maintained a hazard mitigation plan to reduce future loss of life and property resulting from disasters. **Hazard mitigation** is the use of long- and short-term strategies to reduce or alleviate the loss of life, personal injury, and property damage that can result from a disaster. It involves strategies such as planning, policy changes, programs, projects, and other activities that can mitigate the impacts of hazards. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state and federal government. It is impossible to predict exactly when and where disasters will occur or the extent to which they will impact an area, but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses that disasters can cause.

PLAN UPDATE

Federal regulations require hazard mitigation plans to describe a method and schedule for monitoring, evaluating, and updating the plan. Prescribing an update schedule establishes an opportunity to reevaluate recommendations, monitor the impacts of actions that have been accomplished, and determine if there is a need to change the focus of mitigation strategies. DMA compliance is contingent on meeting the plan update requirement. A jurisdiction covered by a plan that has expired is not able to pursue elements of federal funding under the Robert T. Stafford Act for which a current hazard mitigation plan is a prerequisite.

The partnership of local governments in Snohomish County collaborated on the development of the initial Snohomish County Natural Hazard Mitigation Plan from 2003 to 2005. The plan was approved by the Federal Emergency Management Agency (FEMA) on April 27, 2005, making the partnership eligible for multiple FEMA mitigation grant programs. During the 5-year initial performance period of the plan, the partnership has completed or initiated ongoing action on over 70 percent of the 261 initiatives identified in the initial plan.

While the initial performance of this plan was viewed as a success, the partnership’s annual progress reporting has identified various enhancements that would enable the plan to better support the needs of the partnership:

- Use of best available data to update the risk assessment portion of the plan.
- Use of available tools to enhance the risk assessment to better support future grant applications and emergency management programs of the partnership.
- A comprehensive update of the tsunami hazard risk assessment using new data and technology. This was a specified action in the initial mitigation plan.
- Meeting requirements specified under the DMA and Community Rating System programs.

- Re-engaging the public to see if their perception of risk within the planning area has changed since the initial effort.
- Using the update process to re-energize and educate the partnership on the many funding opportunities the plan can enable.

PLAN UPDATE METHODOLOGY

Phase 1—Organize and Review

A planning team was assembled to provide technical support for the plan update, consisting of key County staff from the Department of Emergency Management (DEM) and the Surface Water Management (SWM) division of the Department of Public Works, as well as a technical consultant. The first step in developing the plan update was to re-organize the planning partnership. The initial planning effort covered 43 local governments (13 municipalities and 30 special purpose districts) within Snohomish County. Due to mergers, consolidations and voluntary resignation, the partnership was downsized to 35 planning partners for the plan update, as shown in Tables ES-1 and ES-2. All 35 planning partners committed to the process by providing letters of intent to participate in the process as well as agreeing to planning partner expectations prepared by the planning team.

TABLE ES-1. PLANNING PARTNER MUNICIPALITIES			
Arlington	Granite Falls	Marysville	Stanwood
Darrington	Index	Monroe	Sultan
Gold Bar	Lake Stevens	Snohomish	Snohomish County

TABLE ES-2. SPECIAL PURPOSE DISTRICT PARTNERS	
Snohomish Co. Fire District #1	Mukilteo Water District
Snohomish Co. Fire District #3	Silver Lake Water District
Snohomish Co. Fire District #4	Darrington School District
Snohomish Co. Fire District #5	Sultan School District #311
Snohomish Co. Fire District #7	Snohomish County Dike District #2
Snohomish Co. Fire District #19	Marshland Flood Control District
Snohomish Co. Fire District #24	Stillaguamish Flood Control District
Snohomish Co. Fire District #26	French Slough Flood Control District
North County Regional Fire Authority	Snohomish County Health District
Alderwood Water/Wastewater District	Snohomish County PUD
Cross Valley Water District	Northshore Parks and Recreation District
Highland Water District	

A 12-member steering committee was assembled to oversee the development of the plan, consisting of planning partner staff, citizens, and other stakeholders in the planning area. A key function of the Steering Committee was to re-confirm the guiding principal, goals and objectives for this updated plan. Full

coordination with other county, state and federal agencies involved in hazard mitigation occurred from the onset of the plan update process.

A multi-media public involvement strategy centered on a hazard preparedness questionnaire was also implemented under this phase, as well as a comprehensive review of the existing plan and the State Hazard Mitigation Plan. Additionally, a comprehensive review was performed of existing programs that may support or enhance hazard mitigation actions.

Phase 2—Update the Risk Assessment

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. This process assesses the vulnerability of people, buildings and infrastructure to natural hazards. It focuses on the following parameters:

- Hazard identification and profiling
- The impact of hazards on physical, social and economic assets
- Vulnerability identification
- Estimates of the cost of damage or costs that can be avoided through mitigation.

The risk assessment for this hazard mitigation plan meets the requirements outlined in Chapter 44 of the Code of Federal Regulations (44CFR). Phase 2 occurred simultaneously with Phase 1, with the two efforts using information generated by one another to create the best possible risk assessment. This was the most comprehensive phase of the plan update process. All facets of the risk assessment of the plan were re-visited by the planning team and updated with the best available data and technology.

Phase 3—Engage the Public

A public involvement strategy was developed by the Steering Committee that maximized the capabilities of the planning partnership. This strategy was implemented by the planning team and included three public meetings early in the plan update process, two public meetings to review the draft plan, distribution of a hazard mitigation survey, a County-sponsored website dedicated to the plan update, and multiple media releases throughout the process.

Phase 4—Assemble the Updated Plan

The planning team and Steering Committee assembled key information from Phases 1 and 2 into a document to meet the DMA requirements for all planning partners. Under 44CFR, a local hazard mitigation plan must include the following:

- A description of the planning process
- Risk assessment
- Mitigation strategy
 - Goals
 - Review of alternatives
 - Prioritized “action plan”
- Plan maintenance section
- Documentation of adoption.

The updated plan contains two volumes. Volume 1 contains all components that apply to all partners and the broader planning area (plan process, outreach strategy, plan maintenance, risk assessment, goals, objectives and countywide initiatives). Volume 2 contains all components that are jurisdiction-

specific (ranking of risk, capability assessment, an action plan, prioritization of that action plan and a status report on prior actions). Each planning partner has a dedicated chapter in Volume 2.

Phase 5—Plan Adoption/Implementation

Once pre-adoption approval has been granted by Washington’s Emergency Management Division and FEMA Region X, the final adoption phase will begin. Each planning partner will individually adopt the updated plan.

A plan implementation and maintenance section included in this document details the formal process for ensuring that the plan remains active and relevant. The plan maintenance process includes a schedule for monitoring and evaluating the plan’s progress annually and producing a plan revision every 5 years. Throughout the life of this plan, a steering committee representative of the original committee will provide a consistent source of guidance and oversight.

The plan adoption phase includes strategies for continued public involvement and incorporation of the recommendations of this plan into other planning mechanisms of the City, such as the comprehensive plan, capital improvement plan, building code, and development design guidelines.

MITIGATION GUIDING PRINCIPLE, GOALS AND OBJECTIVES

The following principle guided the Steering Committee and the planning partnership in selecting the initiatives contained in this plan update:

Guiding Principle—Through partnerships, reduce the vulnerability to natural hazards in order to protect the health, safety, welfare and economy of the community.

The Steering Committee and the planning partnership established the following goals for the plan update:

- Goal 1—Reduce natural hazard-related injury and loss of life.
- Goal 2—Reduce property damage.
- Goal 3—Promote a sustainable economy.
- Goal 4—Maintain, enhance and restore the natural environment’s capacity to absorb and reduce the impacts of natural hazard events.
- Goal 5—Increase public awareness and readiness for disasters.

Plan objectives were developed via a facilitated exercise that focused on finding objectives that meet multiple goals. The objectives are listed in Table ES-3.

**TABLE ES-3.
HAZARD MITIGATION PLAN UPDATE OBJECTIVES**

Objective Number	Objective Statement	Goals for which it can be applied
O-1	Eliminate or minimize disruption of local government operations caused by natural hazards.	1, 3
O-2	Increase resilience of infrastructure.	1, 2, 3
O-3	Consider the impacts of natural hazards on future land uses in Snohomish County.	2, 3, 4
O-4	Reduce natural hazard-related risks and vulnerability to potentially isolated populations in Snohomish County.	1,5
O-5	Sustain reliable local emergency operations and facilities during and after a disaster.	1, 2, 3
O-6	Seek mitigation projects that minimize environmental impacts or seek ways to mitigate their impacts on the environment.	2, 3, 4
O-7	Consider open space land uses within identified high-hazard risk zones.	2, 4
O-8	Improve systems that provide warning and emergency communications.	1, 5
O-9	Enhance understanding of natural hazards and the risk they pose.	2, 3, 5
O-10	Educate the public on the risk from and preparedness for natural hazards and ways to mitigate their impacts.	1, 2, 5
O-11	Seek mitigation projects that provide the highest degree of natural hazard protection at the least cost.	2, 4
O-12	Minimize the impacts of natural hazards on current and future land uses by providing incentives for hazard mitigation.	1, 2
O-13	Support agricultural preservation within the context of floodplain management.	1, 2, 3, 4
O-14	Retrofit, purchase, or relocate structures in high hazard areas, including those known to be repetitively damaged.	1, 2, 3, 4

MITIGATION INITIATIVES

Mitigation initiatives are activities to reduce or eliminate losses resulting from natural hazards. Mitigation initiatives are the key element of the hazard mitigation plan update. By implementing these initiatives, the planning partnership will strive to become disaster-resistant through sustainable hazard mitigation.

Although adoption of this plan makes the planning partners eligible for FEMA grant funding, the purposes of the plan go beyond grant eligibility. It was important to the planning partnership and the Steering Committee to look at initiatives that will work through all phases of emergency management. Some of the initiatives outlined in this plan are not grant eligible but were chosen for their effectiveness in achieving the goals of the plan. A series of countywide initiatives were identified, as summarized in Table ES-4. Jurisdiction-specific initiatives are listed in Volume 2 of this plan.

**TABLE ES-4.
ACTION PLAN—COUNTYWIDE MITIGATION INITIATIVES**

Mitigation Initiative	Hazards Addressed	Administrating Agency	Possible Funding Sources or Resources	Time Line ^a	Objectives
CW-1: Provide coordination and technical assistance in the application for grant funding that includes assistance in cost vs. benefit analysis for grant eligible projects	All	DEM and SWM jointly	Existing programs for the two lead agencies	Short term Ongoing	1, 2, 14
CW-2. Provide countywide updates to the Hazard Identification and Vulnerability Analysis using best available science and technology as new hazard-specific data becomes available (e.g., avalanche, tsunami, landslide)	All	DEM	Possible DHS grant funding for future enhancements; DEM operational funds	Short term	4, 5, 9, 10
CW-3. County to assume lead role in the update/re-study of floodplains as a Cooperating Technical Partner with FEMA under new RiskMAP program for all planning partners.	All	SWM	SWM funding, cost share through FEMA RiskMAP program	Short term Ongoing	3, 4, 9, 10
CW-4: Provide basin-specific floodplain information in the form of an informational brochure to all planning partners that request them annually for dissemination to county floodplain residents and identified repetitive loss areas. This outreach project will be designed according to the CRS criteria for outreach projects and will be contingent upon available funding to implement the initiative.	Flood	SWM	SWM funding	Short term Ongoing	4, 9, 10
CW-5: Sponsor and maintain a natural hazards informational website to include the following types of information: <ul style="list-style-type: none"> • Hazard-specific information such as warning, private property mitigation alternatives, important facts on risk and vulnerability • Pre- and post-disaster information such as notices of grant funding availability • CRS creditable information • Links to planning partners' pages, FEMA and Washington Emergency Management • Plan information such as progress reports, mitigation success stories, update strategies, Steering Committee meetings. 	All	DEM with support from SWM	DEM operational budget	Short Term	8, 9, 10

**TABLE ES-4.
ACTION PLAN—COUNTYWIDE MITIGATION INITIATIVES**

Mitigation Initiative	Hazards Addressed	Administrating Agency	Possible Funding Sources or Resources	Time Line ^a	Objectives
CW-6. Coordinating with all planning partners, water resource inventory area planning units, and other stakeholders in the County, seek the acquisition of high-risk parcels that could provide significant open space benefits such as the attenuation of the impacts of natural hazards and beneficial environmental functions (e.g., enhancement of habitat for threatened or endangered species).	All	Planning Partner Cities, SWM, Snohomish County Parks Dept.	State and federal grant funding	Long term	3, 6, 7, 11, 13, 14
CW-7: The Steering Committee will remain as a viable body over time to monitor progress of the plan, provide technical assistance to planning partners and oversee the update of the plan according to schedule. This body will continue to operate under the ground rules established at its inception.	All	DEM to be lead coordinating agency with support from the SCNHMP Planning Partners	No impact on existing funding	Short-term	All
CW-8: All planning partners that committed to the update effort will formally adopt this plan once pre-adoption approval has been granted by Washington Emergency Management and FEMA Region X. Additionally; each planning partner will adhere to the plan maintenance protocol identified chapter 7 of the plan. All actions under this initiative will be coordinated by DEM	All	DEM	To be funded under existing programs for all planning partners	Short-term	All

a. Short term = 1 to 5 years; Long term= 5 years or greater

IMPLEMENTATION

Full implementation of the recommendations of this plan will require time and resources. Specific recommendations and plan review protocols are provided to evaluate changes in vulnerability and action plan prioritization after the plan is adopted. The true measure of the plan’s success will be its ability to adapt to the changing climate of hazard mitigation. Funding resources are always evolving, as are state and federal mandates. Snohomish County and its planning partners have a long-standing tradition of proactive response to issues that may impact local citizens. Each local government will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation. The framework established by this plan identifies a strategy that maximizes the potential for implementation based on available and potential resources. It commits all planning partners to pursue initiatives when the benefits of a project exceed its costs. The planning partnership developed this plan with extensive public input, and public support of the actions identified in this plan will help ensure the plan’s success.

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Resolution Accepting Donation from Harv and Janet Jubie for Youth Basketball Scholarship Program	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Resolution	
BUDGET CODE:	AMOUNT:

SUMMARY:

Harv and Janet Jubie have contributed \$1,000.00 to the Youth Basketball Scholarship Program to assist in funding basketball registration fees to youths in need. Mr. and Mrs. Jubie initiated this scholarship program in 2006 and continue to provide support to this and many other community programs for our community.

The supporting Resolution is provide to accept the donation for their intended use and recognize the Jubie family for their philanthropy.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Resolution accepting the gift of \$1,000 from Harv and Janet Jubie for use in the city's youth basketball scholarship program.</p>
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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE
ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, Harv and Janet Jubie of Marysville has made a gift of one thousand dollars (\$1,000.00) towards the Marysville Parks Department youth basketball program; and

WHEREAS, said gift was provided by the Harv and Janet Jubie for the purpose of providing scholarship opportunities to those who cannot afford to pay for participation in the league, said scholarships to be awarded according to eligibility requirements and an application form to be adopted by separate resolution of the City Council; and

WHEREAS, the City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donor's intent.

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

The City of Marysville hereby gratefully accepts the gift from Harv and Janet Jubie subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2010.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Professional Services Agreement between City of Marysville and Strategies 360 Inc. for Consultant Services	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Professional Services Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide lobbyist services for the Highway 9 corridor. A coalition consisting of Arlington, Marysville, Lake Stevens and Snohomish has formed to study and promote development to the transportation planning, design and construction of State Route 9.

SR9 funding and improvement is a long term pursuit. The coalition believes that a coordinated effort between the four cities is desirable. The scope of work describes a Phase 1 and a Phase 2 work effort. Phase 1 work would begin immediately. Phase 2 work would not be authorized until it becomes probable that state and federal funding is likely to become available for Hwy 9 improvements. The costs of said work would be equally allocated between the four cities. Marysville would be the administrator of the interlocal agreement, contracting with Strategies 360 and invoicing each city for their monthly share.

The fee structure proposed for the Strategies 360 agreement would be:

- Phase 1 (Smaller effort): \$1,750 fee per month; \$437.50 per each city per month;
- Phase 2 (Larger effort): \$3,500 fee per month; \$875 per each city per month.

The fees above do not include approved expenses, which would mostly be mileage.

Arlington, Lake Stevens and Snohomish are bringing the interlocal agreement through their councils this month for approval.

RECOMMENDED ACTION: Approve proposed professional services agreement.
COUNCIL ACTION:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND STRATEGIES 360 INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City" or "Marysville"), and STRATEGIES 360 Inc., a Washington corporation ("Consultant").

WHEREAS, the Cities of Marysville, Arlington, Lake Stevens, and Snohomish ("Cities") believe that certain improvements to Washington State Highway 9 are necessary and in the best interests of their respective communities; and

WHEREAS, the Cities desire to secure funding for the necessary improvements to Highway 9 and ensure that the best interests of their respective community is represented in the decision-making processes of the Washington State Legislature with regard to this matter; and

WHEREAS, the City of Marysville is willing to enter into a professional services agreement with Strategies 360 for the purpose of obtaining effective lobbying services to help secure funding for the Highway 9 improvements with the understanding that that the other Cities will execute an interlocal agreement with Marysville to reimburse Marysville for their proportionate share of the costs for such lobbying services; and

WHEREAS, the Consultant desires to enter into this Agreement for the purpose of providing lobbying services to help in securing funding for the Highway 9 improvements; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with lobbying services to help secure funding for improvements to Highway 9.

ARTICLE II. SCOPE OF WORK

The scope of services is set out in the Scope of Work, attached hereto as Exhibit "A" and incorporated herein by this reference ("Scope of Work"). The Scope of Work is divided into Phase I (Smaller Effort) and Phase II (Larger Effort). The Consultant shall not began/perform Phase II work and services unless directed to do so in writing by the City Administrator. The City Administrator shall not direct the Consultant to began/perform Phase II work and services until/unless it becomes probable that state and/or federal funding is likely to become available for

desired Highway 9 improvements, or for other reasons as agreed between the Chief Administrative Officer of Marysville and the Cities participating in the interlocal agreement referred to in the above recitals. This determination of whether improvement funding is probable shall be made by the City Administrator and Mayor in conjunction with the Chief Administrative Officers of each City participating in the interlocal agreement referred to in the above recitals. All services and materials necessary to accomplish the tasks outlined in the Scope of Work shall be provided by the Consultant unless noted otherwise in the Scope of Work or this Agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents listed in the Scope of Work shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TIME OF PERFORMANCE. The Consultant shall provide the lobbying services required under this Agreement in accordance with the general schedule provided in the Scope of Work; provided, however, that the Consultant shall not start Phase II of the Scope of

Work until authorized to do so in writing by the City Administrator.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY.

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this Agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against the Consultant by the City and does not include, or extend to, any claims by the Consultant's employees directly against Consultant. The obligations of Consultant under this subsection have been mutually negotiated by the parties hereto, and Consultant

acknowledges that the City would not enter into this Agreement without the waiver thereof of Consultant.

d. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this Agreement shall be in Snohomish County Superior Court.

III.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information

regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS. The Consultant shall be paid by the City for services rendered under this Agreement on a monthly basis in accordance with the following: Phase I (Smaller effort) – One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) per month; Phase II (Larger Effort) – Three Thousand Five Hundred Dollars (\$3,000.00) per month. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work; provided, however, that the City shall also pay Consultant for reasonable and necessary expenses incurred in carrying out these services, including but not limited to reasonable travel expenses, mileage and mailing costs. The total amount of compensation to be paid under this Agreement shall not exceed Forty-Five Thousand Dollars (\$45,000.00). In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

a. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
C/O Gloria Hirashima, CAO
1049 State Avenue
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

STRATEGIES 360 INC.
C/O _____
1505 Westlake Ave N, Suite 1000
Seattle, WA 98109

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

V.5 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.6 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have authority to enter into this Agreement and to bind the parties.

DATED this _____ day of _____, 2010.

CITY OF MARYSVILLE

STRATEGIES 360 INC/CONSULTANT

By _____
JON NEHRING, Mayor

By _____
title

Approved as to form:

GRANT K. WEED, City Attorney

Proposed Scope of Work – SR 9 Coalition

Smaller Effort

August thru December 2010

1. Meet with SR 9 Coalition to review history and clarify short term and longer term goals of the Coalition
2. Meet with staff at WSDOT, PSRC and SCCIT to get a direct gauge of the situation and begin the persuasive work that will lead to funding for Package 1.
3. Attend SCCIT meetings and advocate, where appropriate, for funding for SR 9.
4. Meet with key members of the Legislature, including Sen. Haugen, Sen. Marr, Rep. Clibborn and Rep. Liias to both advocate for SR 9 funding and to stay abreast of discussions regarding a potential funding package for transportation in the biennium beginning July 2011.
5. Meet with legislators from districts including SR 9.
6. Advise SR 9 Coalition of timing for federal appropriations requests, review draft of funding proposals.
7. Provide monthly written summary.

January thru May 2010

1. Monitor legislative hearings, particularly those involving transportation projects and budgets. Advise of opportunities for testifying on bills.
2. Prep SR 9 representatives for testifying at legislative hearings.
3. Meet occasionally with key legislative representatives and legislators along SR 9 to remind them of the need for funding.
4. Prep SR 9 Coalition members for meetings in Washington DC with Congressional Members and staff regarding funding for SR 9.
5. Provide monthly written summary.

This effort represents approximately 10 hours of work per month, perhaps more during the Legislative session.

Larger Effort

All things listed under the Smaller Effort plus the following:

August thru December 2010

1. Additional meetings with both legislators from Snohomish County and other legislators to advocate for SR 9 funding.
2. Meetings with other members (beyond the Chair, Vice Chair, and legislators from Snohomish County) of the Transportation Committee to advocate for SR 9 funding.

3. Meet with WSDOT and Transportation Committee staff as budgets are prepared.
4. Develop handsome print material advocating for SR 9 funding.
5. Set up speaking engagements at local community groups to build support for SR 9 funding.
6. Develop blueprint for developing citizens committee to complement activities of SR 9 Coalition.
7. Available for meetings with individual members of the SR 9 Coalition.

January thru May 2011

1. Actively advocate for SR 9 funding, including testifying and signing in on bills and at hearings.
2. Additional meetings with legislators to advocate for SR 9 funding.
3. Update reports on a weekly basis.
4. Actively work with citizens committee to provide additional support and communication with legislators advocating for funding for SR 9.
5. Coordinate visits to legislators by members of the SR 9 Coalition.
6. Regular meetings/briefings in Snohomish County with SR 9 Coalition members.
7. Coordinate and participate in visits to Congressional offices to advocate for SR 9 funding.

This effort represents approximately 20 hours of work per month, perhaps more during the Legislative session.

In terms of Strategies 360 personnel, under both levels of effort Al Aldrich will do most of the work with legislators and will be the registered lobbyist. Al will be the lead on meeting with the agencies and organizations identified in the scope of work (WSDOT, PSRC, etc.) Al and Mary Swenson both will be involved in most of the meetings with the Cities in the SR 9 Coalition, either in person or by phone. Mary will also participate in some informational meetings with legislators and meetings with other organizations (WSDOT, PSRC, etc.). Other personnel at Strategies 360 will be involved on occasion; for example, other staff who work in Olympia will be consulted for strategic ideas and information, our creative director will be involved in designing and producing any written materials, and our staff who work frequently with coalitions and campaigns will be utilized for assistance with work in that area.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27, 2010

AGENDA ITEM: Interlocal Agreement between City of Marysville and cities of Arlington, Lake Stevens, Snohomish for SR9 consultant services	AGENDA SECTION: Legal	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Interlocal Agreement for Lobbying Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The proposed agreement establishes an interlocal agreement between the cities of Arlington, Lake Stevens and Snohomish for consultant services relating to the Highway 9 corridor. A coalition consisting of Arlington, Marysville, Lake Stevens and Snohomish has formed to study and promote development to the transportation planning, design and construction of State Route 9.

SR9 funding and improvement is a long term pursuit. The coalition believes that a coordinated effort between the four cities is desirable. The scope of work describes a Phase 1 and a Phase 2 work effort. Phase 1 work would begin immediately. Phase 2 work would not be authorized until it becomes probable that state and federal funding is likely to become available for Hwy 9 improvements. The costs of said work would be equally allocated between the four cities. Marysville would be the administrator of the interlocal agreement, contracting with Strategies 360 and invoicing each city for their monthly share.

Arlington, Lake Stevens and Snohomish are bringing the interlocal agreement through their councils this month for approval.

RECOMMENDED ACTION: Approve proposed interlocal agreement.
COUNCIL ACTION:

INTERLOCAL AGREEMENT FOR LOBBYING SERVICES

THIS INTERLOCAL AGREEMENT FOR LOBBYING SERVICES (“Agreement”) is entered into by and between the City of Arlington, a Washington municipal corporation (“Arlington”), the City of Marysville, a Washington municipal corporation (“Marysville”), the City of Lake Stevens, a Washington municipal corporation (“Lake Stevens”), and the City of Snohomish, a Washington municipal corporation (“Snohomish”) (collectively referred to hereinafter as the “Cities”).

WHEREAS, the Interlocal Cooperation Act, RCW Chapter 39.34, provides that public agencies may enter into agreements for joint or cooperative action; and

WHEREAS, the Cities believe that certain improvements to Washington State Highway 9 are necessary and in the best interests of their respective communities; and

WHEREAS, the Cities desire to secure funding for the necessary improvements to Highway 9 and ensure that the best interests of their respective community is represented in the decision-making processes of the Washington State Legislature with regard to this matter; and

WHEREAS, the City of Marysville is willing to enter into a professional services agreement with Strategies 360 for the purpose of obtaining effective lobbying services to help secure funding for the Highway 9 improvements; and

WHEREAS, the Cities further desire to enter into this Agreement for the purpose obtaining lobbying services to help in securing funding for the Highway 9 improvements and to reimburse the City of Marysville for the costs of said lobbying services; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the Cities as follows:

1. LOBBYING SERVICES

Contingent upon approval and execution of this Agreement, the City of Marysville shall enter into a professional services agreement with Strategies 360 for the purpose of obtaining effective lobbying services to help secure funding for the Highway 9 improvements. The scope of these lobbying services is described in attached and incorporated Exhibit A. These lobbying services are divided in Phase I and Phase II. Strategies 360 shall not proceed with Phase II until directed to do so by the City of Marysville with the written concurrence of the Cities participating in this Agreement. Said written concurrence may be provided by the Chief Administrative Officer of each participating City in the form of a letter, memorandum or email without the need for further action by the City Council of the respective City.

2. PAYMENT

The City of Marysville shall pay Strategies 360 on a monthly basis in accordance with the professional services agreement for all lobbying services performed on behalf of the Cities. During Phase I, Marysville shall pay Strategies 360 One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) per month. During Phase II, Marysville shall pay Strategies 360 Three Thousand Five Hundred Dollars (\$3,500.00) per month. Marysville shall also pay Strategies 360 for reasonable expenses incurred in carrying out these lobbying services, including but not limited to travel expenses, mileage, and mailing costs. The total fees and expenses to be paid by Marysville to Strategies 360 under said professional services agreement shall not exceed Forty Five Thousand Dollars (\$45,000.00). Each participating City shall be responsible for an equal share of the costs, including said expenses, due to the Consultant for each monthly invoice during each phase and shall reimburse the City of Marysville for their respective monthly share of the costs and shall do so within thirty (30) calendar days of receipt of appropriate documentation from the City of Marysville.

3. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Cities and shall continue in effect unless terminated as provided below.

B. Any City may withdraw from and terminate participation under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Cities. A withdrawing City shall be responsible for its proportionate share of compensation due the City of Marysville under Section 2 for the month when the City's withdrawal/termination is effective.

C. A majority of the participating Cities may terminate this Agreement at any time. Such termination shall be set forth in a document signed by the authorized Chief Executive Officer or designee of a majority of the participating Cities.

4. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by all participating Cities.

5. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and

void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6. NOTICES

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Arlington
Attn:

City of Lake Stevens
Attn:

Arlington WA 98223

Lake Stevens WA 98258

City of Marysville
Attn:

City of Snohomish
Attn:

Marysville WA 98270

Snohomish WA 98290

Notices mailed by any party shall be deemed effective on the date mailed. Any party may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other parties written notice of not less than seven (7) calendar days prior to the effective date.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

9. COUNTERPARTS

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

10. FILING.

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the respective City Clerk of each participating City and the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City and the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2010.

CITY OF ARLINGTON

Margaret Larson, Mayor

ATTEST/AUTHENTICATED:

Kristin Banfield, City Clerk

APPROVED AS TO FORM

Steven Peiffle, City Attorney

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST/AUTHENTICATED:

Tracy Jeffries, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST/AUTHENTICATED:

Norma Scott, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney

CITY OF SNOHOMISH

Larry Bauman, City Manager

ATTEST/AUTHENTICATED:

Torchie Corey, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney