

**Marysville City Council Work Session
7:00 p.m.**

May 17, 2010

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

A. Snohomish County Transportation Benefit District.

Discussion Items

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

1. Approval of May 3, 2010 City Council Work Session.
2. Approval of May 10, 2010 City Council Meeting.

Consent

3. Approval of May 12, 2010 Claims.
4. Approval of May 19, 2010 Claims.

Review Bids

5. Award the Sunnyside Well 2 Equipping Project.
6. Award HVAC Maintenance and Repair Services.

Public Hearings

New Business

7. Adopt the Surface Water Inspector Job Description and Placement on the Non-Represented, Non-Management Classification Grid.
8. Professional Services Agreement between City of Marysville and MWH Americas, Inc. for Design Services on the SR 9 1.8 MG Reservoir Project in the Amount of \$195,602.00.
9. Professional Services Agreement - Supplement No. 2 with BergerABAM on the Lakewood Triangle Access/156th Street Overcrossing Project Providing for a No Cost Extension of the Agreement End Date to December 31, 2010.

Work Sessions are for City Council study and orientation – Public Input will be received at the May 24, 2010 City Council meeting.

Marysville City Council Work Session

May 17, 2010

7:00 p.m.

City Hall

10. Interlocal Agreement between the City of Granite Falls and the City of Marysville for Outdoor Video Services.
11. Approve Stand Permits for the Marysville First Assembly (1 stand), Marysville Kiwanis (6 stands), Mountain View Assembly of God (1stand), and Turning Point Church (1 stand).
12. A **Resolution** of the City of Marysville Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof.
13. An **Ordinance** of the City of Marysville Amending the 2010 Budget and providing for the increase of certain expenditure items as budgeted for in and Amending Ordinance No. 2798.
14. An **Ordinance** of the City of Marysville Amending Section 14.07.070 of the Marysville Municipal Code to Include a Sewer Use Rate Reduction for Commercial Laundries.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

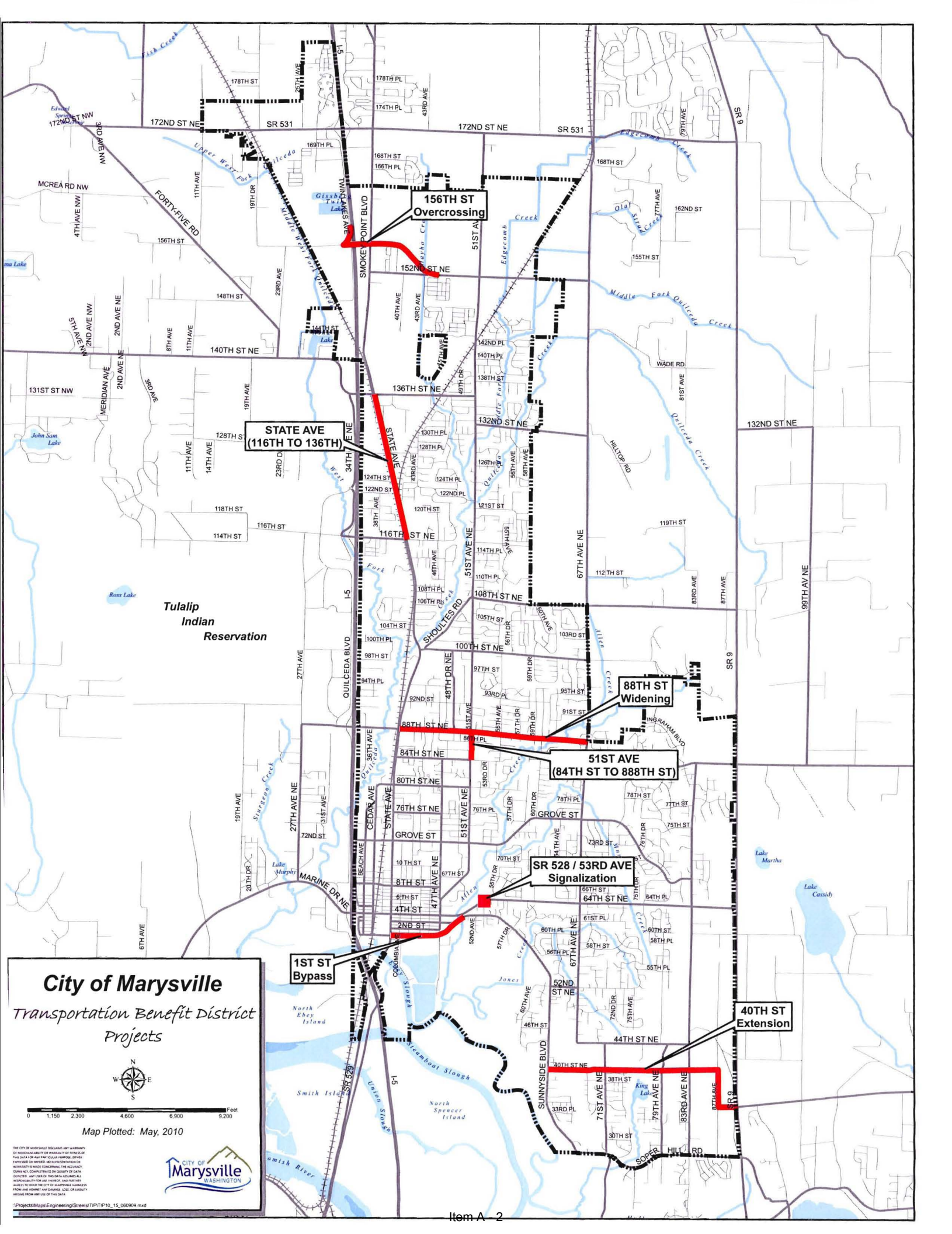
Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Tracy Jeffries, Assistant Administrative Services Director, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date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

Work Sessions are for City Council study and orientation – Public Input will be received at the May 24, 2010 City Council meeting.

Potential Transportation Benefit District Fund Allocations

Project	Associated Cost	Status
Current Yearly Debt Service		
State Ave	\$137,913 (\$322,913 in 2013)	Paid off in 2023
Street Construction Projects	\$612,838	Paid off in 2027
Lakewood Triangle Access	\$191,250	Paid off in 2013
Pavement Overlays	\$300,000-\$900,000/yr	Currently 30k funded
SR 528 / 53rd Ave Signalization	\$400,000	Currently unfunded
Intelligent Transportation System	\$70,000/yr	Currently in TIP
40th Street Extension	\$12,500,000	Currently unfunded
156th St. Overcrossing	\$8,000,000	Potential Bond / Debt Service
State Ave. 116th to 136th	\$4,200,000	Currently unfunded
First Street Bypass	\$10,650,000	Currently unfunded
88th Street Widening	\$36,000,000	Currently unfunded
51st Ave. (84th St. - 88th St.)	\$6,000,000	Partially funded

An estimated \$100,000 additional revenue generated by the formation of a TBD could be utilized to offset payment of Debt Services, increasing yearly overlay funding, providing match funds for grant applications, and/or be utilized to any number of Capital Transportation Projects lacking full funding.



City of Marysville
Transportation Benefit District
Projects

Map Plotted: May, 2010

CITY OF MARYSVILLE WASHINGTON

Project: Maps/Engineering/Street/TP1010_15_06/909.mxd

Transportation Benefit Districts (Chapter 36.73 RCW)

Frequently Asked Questions

Background

In 1987, the Legislature created Transportation Benefit Districts (“TBD”) as an option for local governments to fund transportation improvements. Since 2005, the Legislature has amended the TBD statute to expand its uses and revenue authority. Most recently, the Legislature amended the TBD statute to authorize the imposition of vehicle fees and transportation impact fees without a public vote. The purpose of these materials is to help you better understand TBDs.

What is a Transportation Benefit District (TBD)?

A TBD is a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district.

Who may create a TBD?

The legislative authority of a county or city may create a TBD by ordinance following the procedures set forth in Chapter 36.73. The county or city proposing to create the TBD may include other counties, cities, port districts, or transit districts through interlocal agreements. However, King, Pierce, and Snohomish counties, and the cities within those counties cannot create a TBD until December, 1, 2007.

Who governs the TBD?

The members of the legislative authority (county or city) proposing to establish the TBD is the governing body of the TBD. The legislative authority is acting ex officio and independently as the TBD governing body. If a TBD includes additional jurisdictions through interlocal agreements, then the governing body must have at least five members, including at least one elected official from each of the participating jurisdictions.

Why create a TBD if the county or city legislative authority is the governing board?

A TBD is a legal creature. Although a TBD has many of the powers of a county and city (impose taxes, eminent domain powers, can contract and accept gifts, etc.), - it is a separate taxing district, which is important for property tax purposes. Additionally, by being a separate legal and taxing creature, TBDs are flexible. For example, more than one type of jurisdiction can be part of a TBD and the boundaries can be less than countywide or citywide.

Can a TBD be created without imposing fees or proposing voter approved revenue options?

No. The creation of a TBD must be through an ordinance. The ordinance must include a finding that the creation of a TBD is in the public’s interest, the boundaries of the TBD, a description of the transportation improvement or improvements proposed by the district, *and the proposed taxes, fees, charges, etc. the TBD will impose to raise revenue to fund the identified improvement or improvements.*

Are TBD revenues required to be spent as they are collected?

No. The governing body must develop a plan that specifies the transportation improvements to be provided or funded by the TBD. As part of this plan, the TBD’s governing board can indicate

if the funds will be used immediately, or if they will be collected for a specified period. Typically, funds that are collected for a specified period before being expended are used to fully fund large projects, when bonding, or serve as a match for state or federal funds that may only become available in a specified time frame.

What are the boundaries of a TBD?

The boundaries of a TBD may be less than the boundaries of those jurisdictions participating in the TBD. For example, a county or city may choose to have the TBD boundaries identical with the county or city, or just include a portion of the county or city. However, if a TBD chooses to exercise the tax authority that does not require a public vote (e.g. vehicle and impact fees), the boundaries of the TBD must be countywide, citywide, or unincorporated countywide.

What transportation improvements can be funded by a TBD?

A TBD can fund any transportation improvement contained in any existing state or regional transportation plan that is necessitated by existing or reasonably foreseeable congestion levels. This can include maintenance and improvements to city streets, county roads, state highways, investments in high capacity transportation, public transportation, transportation demand management and other transportation projects identified in a regional transportation planning organization plan or state plan.

If a jurisdiction uses the SEPA process to collect impact fees, would this preclude a TBD from using impact fees?

No. However, the law requires the jurisdiction to provide a credit to commercial or industrial developments that are subject to SEPA, or transportation impact fees authorized under GMA. This is commonly called a “no double-dipping” provision.

Can a TBD fund maintenance and preservation activities?

Yes. A TBD may fund the operation, maintenance, and preservation of the programs and facilities noted above. Additionally, maintenance and preservation activities are noted in many state and regional transportation plans. For example, preservation of existing transportation facilities is the number one priority within the Washington State Transportation Plan. Eliminating the backlog of asphalt pavement projects and maintaining chip seal paving, along with many other maintenance and preservation activities, are specifically noted as priorities in that Plan.

However, keep in mind that any transportation improvement also needs to be “necessitated by existing or reasonably foreseeable congestion levels”. Consequently, not every street, road, transit program, etc. will qualify as a transportation improvement.

If the TBD transportation improvements must be in a state or regional plan, does that mean only state and regional roads such as arterials, can be funded?

No. The TBD statute originally limited the use of funds for city streets and county roads to 40% of funds generated. That limitation was removed to make TBD an option for purely locally determined activities. For example, both the Washington State Transportation Plan, 2007-2026 State transportation plan (http://www.wsdot.wa.gov/NR/rdonlyres/083D185B-7B1F-49F5-B865-C0A21D0DCE32/0/FinalWTP111406_nomaps.pdf) and the Puget Sound Regional Council’s Destination 2030 Update at page 62 (<http://www.psrc.org/projects/mtp/pubs/D2030plan5.07.pdf>) note that adequate maintenance, preservation, and expansion of local roads are an important element of the “system” and that new local options should be put to this purpose.

What if the transportation improvements are not currently in an existing state or regional plan?

We suggest that you work with your Regional Transportation Planning Organization (RTPO) to incorporate your proposed improvements into the RTPO's plan. As noted above, most RTPO's and the state plan have already identified a broad range of local transportation improvements as priorities.

What revenue options do TBD's have?

TBD's have several revenue options *subject to voter approval*:

1. Property taxes – a 1-year excess levy or an excess levy for capital purposes;
2. Up to 0.2% sales and use tax;
3. Up to \$100 annual vehicle fee per vehicle registered in the district; and
4. Vehicle tolls. **Please Note:** There are exemptions or unique requirements when using the vehicle fee or vehicle tolls.

TBD's have two revenue options *not subject to voter approval, but subject to additional conditions*:

1. Annual vehicle fee up to \$20. This fee is collected at the time of vehicle renewal and cannot be used to fund passenger only ferry-service improvements.
2. Transportation impact fees on commercial and industrial buildings. Residential buildings are excluded. In addition, a county or city must provide a credit for a commercial or industrial transportation impact if the respective county or city has already imposed a transportation impact fee.

Please Note: Foregoing a vote is an option only. A county or city still has the option of placing either the annual fee of up to \$20 or the impact fees to the vote of the people as an advisory vote or an actual requirement of imposition.

What are the additional conditions required to impose revenue options not subject to voter approval?

To impose either fee, the TBD's boundaries must be countywide or citywide, or if applicable, in the unincorporated county.

Vehicle Fees: A county that creates a TBD to impose up to a \$20 vehicle fee must first attempt to impose a countywide fee to be shared with cities by interlocal agreement. Sixty percent (60%) of the cities representing seventy-five (75%) of the incorporated population must approve the interlocal agreement for it to be effective. If an interlocal agreement cannot be reached, the county is authorized to create a TBD and impose the fee only in the unincorporated area of the county.

In addition, credits must be provided for previously imposed TBD vehicle fees. Credits are not required for voter approved vehicle fees.

Commercial and Industrial Transportation Impact Fees: A TBD that is either countywide or citywide must provide a credit for a commercial or industrial transportation impact fee if the respective county or city has already imposed a transportation impact fee. This is commonly called a "no double-dipping" provision.

What are the effective dates to impose revenue options not subject to voter approval?

All counties except King, Pierce and Snohomish		
July 22, 2007 to January 18, 2008	County only	Note: A county may waive this exclusive authority and allow a city to proceed by adopting a resolution to that effect.
January 19, 2008	All 36 counties and cities within the 36 counties.	

King, Pierce and Snohomish County Eligibility		
December 1, 2007 to May 22, 2008	County Only	Note: King, Pierce, or Snohomish County may waive this exclusive authority and allow a city to proceed by adopting a resolution to that effect.
May 23, 2008	All counties and cities	

If we create a countywide TBD for the up to \$20 vehicle fee, how is the revenue distributed to cities?

The revenue must be shared according to the interlocal agreement. The law does not prescribe what the interlocal agreement contains. Consequently, the revenue can be shared by population, number of vehicles within each jurisdiction, project list, a combination of these, or whatever the county and cities can reach agreement on.

What happens if a city imposes the up to \$20 vehicle fee and then the county imposes a countywide fee without voter approval?

The law requires TBDs to provide a credit for vehicle fees previously imposed by a TBD.

For example, if a City was the first to create a TBD to impose a \$20 vehicle fee and subsequently its County creates a countywide TBD imposing a \$20 vehicle fee, the County TBD must provide a \$20 credit against its fee for vehicles registered in the City. As a result, no fee would be collected by the County TBD from vehicles registered in the City. Additionally, the City would not be part of the interlocal agreement with the County or be included in the number/percentages needed for the interlocal agreement to be effective.

However, if in the same example, the City TBD imposed only \$10 of the \$20 vehicle fee and the County TBD imposed a countywide \$20 vehicle fee, only a \$10 credit would be provided for vehicles registered in the City. The County TBD would collect \$10 from vehicles registered in the City. Consequently, the County TBD would need to include the City in the interlocal agreement discussions and the City is included in the number/percentages needed for the interlocal agreement to be effective.

What other requirements should I be aware of?

Revenue rates, once imposed, may not be increased, unless authorized by voter approval.

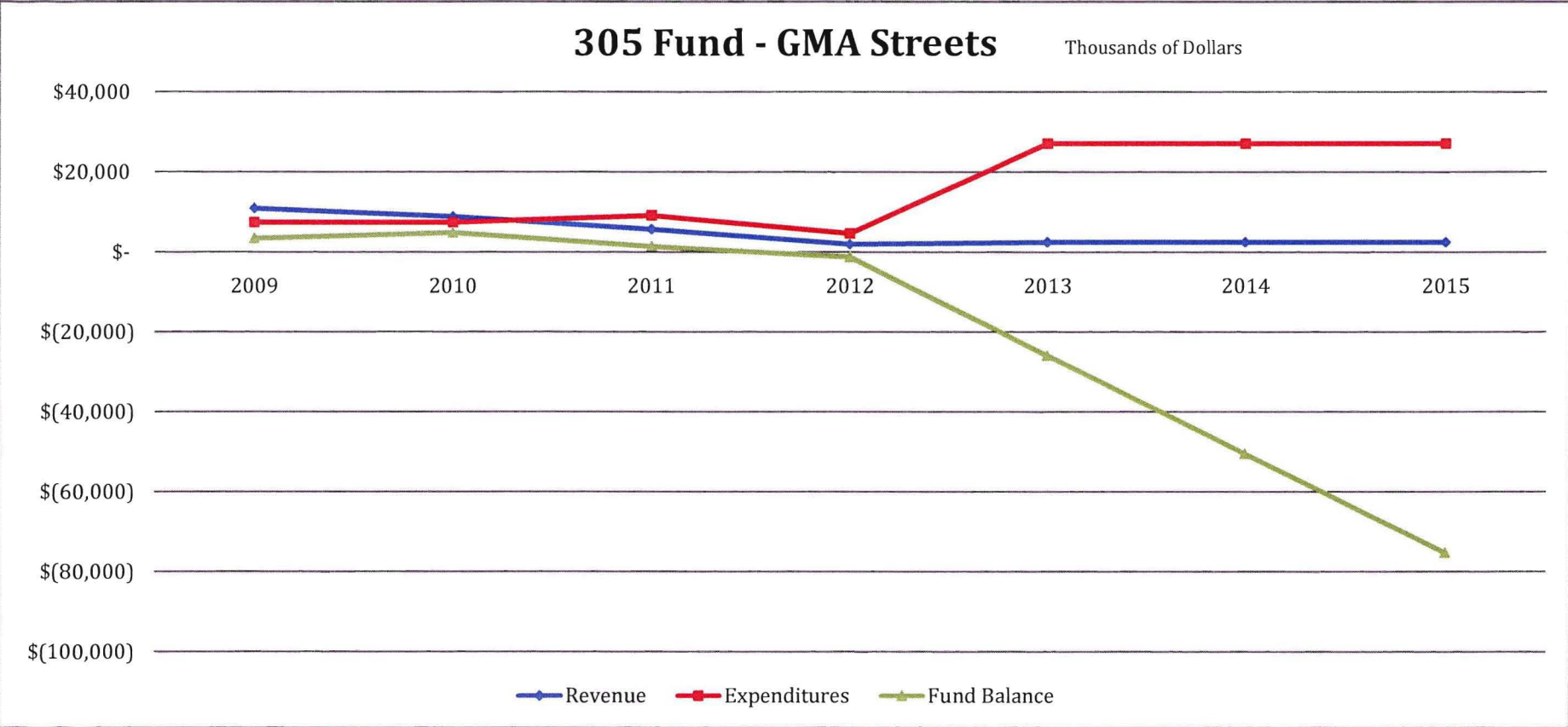
If project costs exceed original costs by more than 20 percent, a public hearing must be held to solicit public comment regarding how the cost change should be resolved.

The TBD must issue an annual report to include the status of project costs, revenues, expenditures, and construction schedules.

The TBD must be dissolved upon completion of the project(s) and the payment of debt service.

305 Fund - GMA Streets

Thousands of Dollars



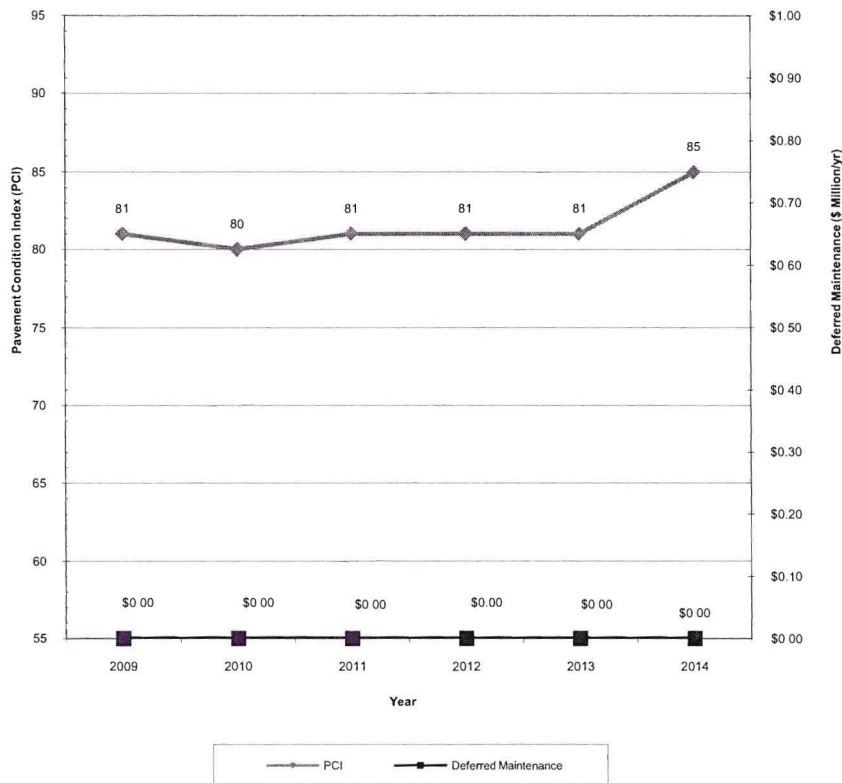
Scenario 1: Bring PCI to 85 in 6 Years (\$24.48 million / 6 yrs)

The results indicate that the network PCI will increase to 82 from its current level of 76. By the year of 2014, 100% of the network will fall into the good condition category. This scenario also has no deferred maintenance at the end of the sixth year.

Table 5 - Summary of Results from Scenario 1

Year	2009	2010	2011	2012	2013	2014	Total
Budget (\$)	\$8,557,516	\$2,455,227	\$4,105,877	\$3,026,758	\$2,337,214	\$3,997,166	\$24,479,758
Deferred Maintenance (\$)	0	0	0	0	0	0	
PCI	81	80	81	81	81	82	

**Figure 4 - PCI vs. Deferred Maintenance
For Optimum Budget (\$27.26 million / 6 yrs)**



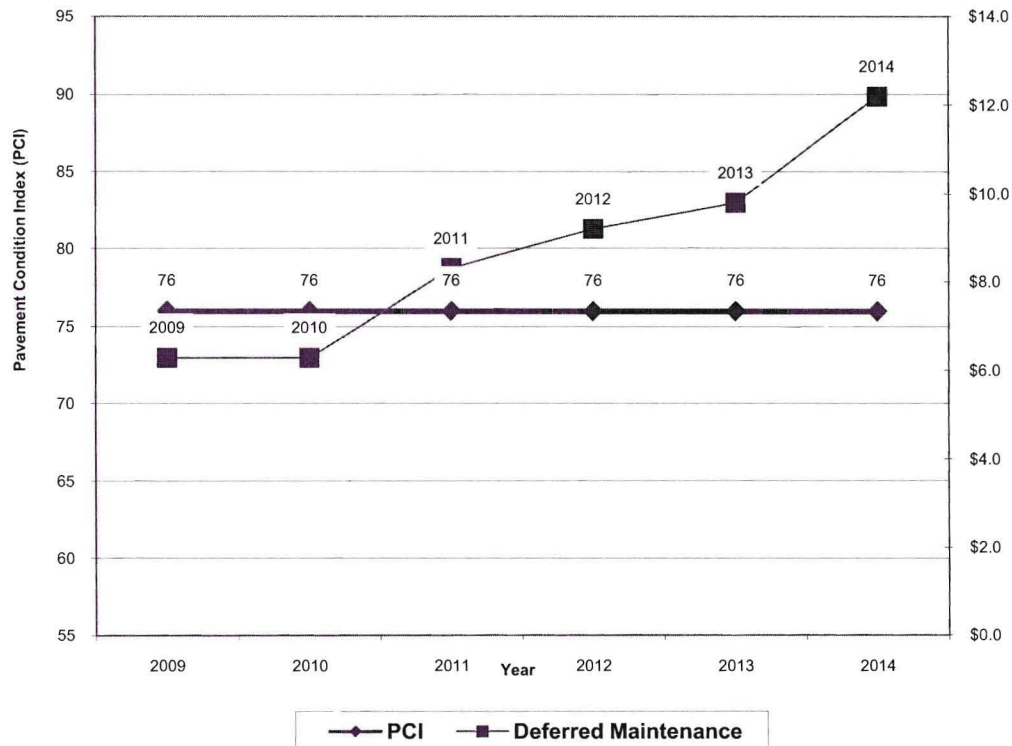
Scenario 2: Maintain Current PCI (\$13.8 million / 6 yrs)

This scenario explores the expenditure needed to maintain the City's PCI at the current 76. Deferred maintenance costs will increase by less than 100% from \$6.3 million to \$12.2 million and the PCI will remain at 76 through the entire six year analysis period. This scenario also assumes that the City will devote 10% of each yearly budget to preventive maintenance.

Table 6 - Summary of Results from Scenario 2

Year	2009	2010	2011	2012	2013	2014	Total
Budget (\$)	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$13,800,000
Deferred Maintenance (\$)	\$6.3 million	\$6.3 million	\$8.3 million	\$9.2 million	\$9.8 million	\$12.2 million	
PCI	76	76	76	76	76	76	

Figure 5 - PCI vs. Deferred Maintenance (Maintain Current PCI)



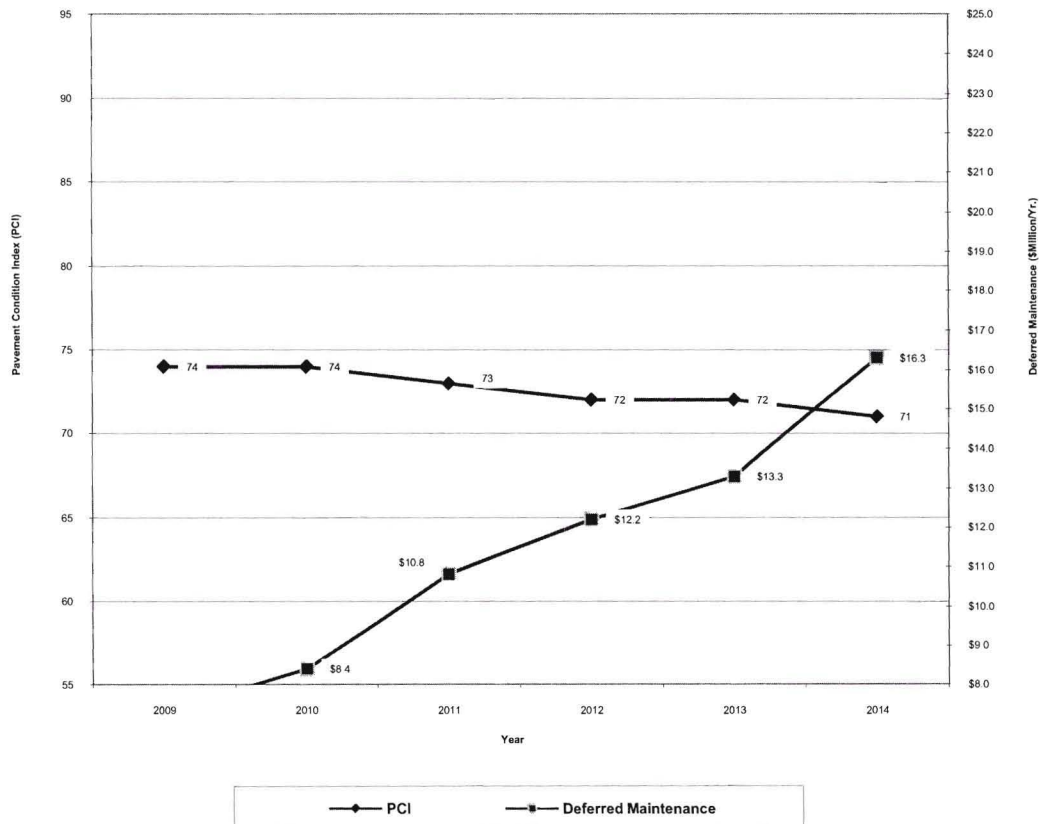
Scenario 3: Current Maintenance Budget plus \$450,000 a year (\$7.5 million / 6 yrs)

In this scenario, \$450,000 is added to the proposed budget to evaluate the impacts of adding revenue. Even with this added dollar amount, there are some trends that are of concern with this budget. Not only is the road condition decreasing from 74 to 71, the backlog of work that is deferred due to lack of funds is increasing from \$7.3 million to \$16.3 million. What this implies is that the city is “not catching up” with the number of roads that are deteriorating. In this scenario 10% of the budget is applied to Preventive maintenance treatments.

Table 7 - Summary of Results from Scenario 3

Year	2009	2010	2011	2012	2013	2014	Total
Budget (\$)	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$7,500,000
Deferred Maintenance (\$)	\$7.3 million	\$8.4 million	\$10.8 million	\$12.2 million	\$13.3 million	\$16.3 million	
PCI	74	74	73	72	72	71	

Figure 6 - PCI vs. Deferred Maintenance



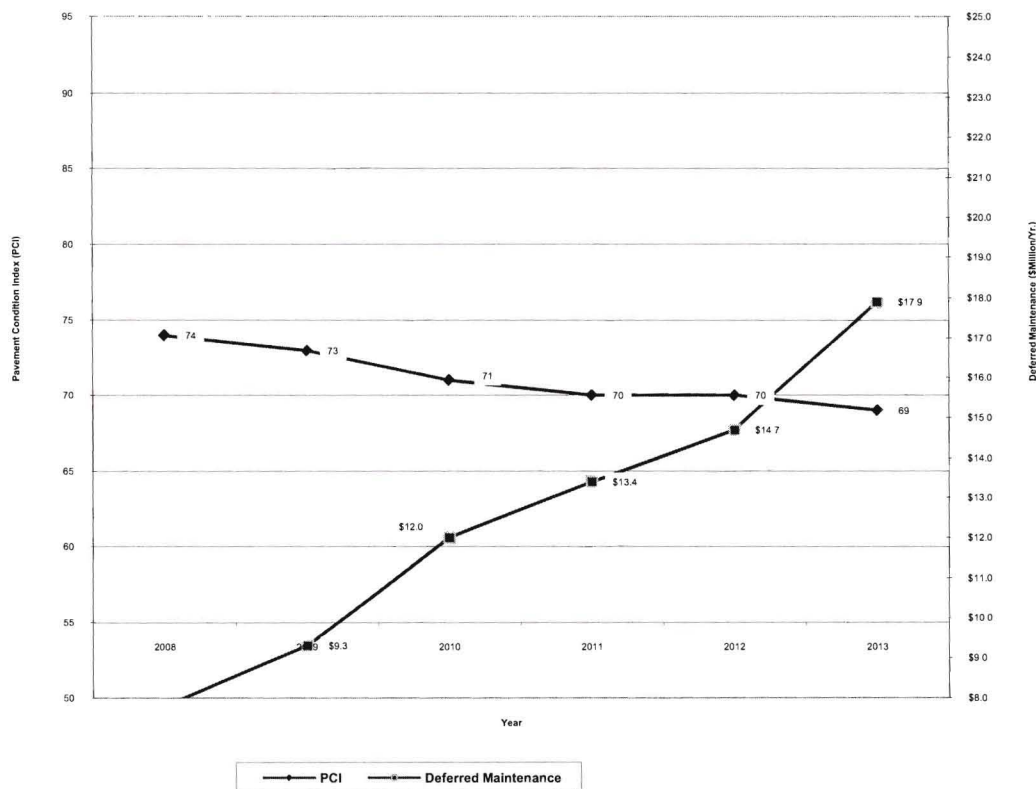
Scenario 4: Existing Pavement Maintenance Budget (\$4,800,000 / 6 yrs)

In this scenario, the network PCI will deteriorate to approximately 69 from its present level of 76. Roads in this category are at the high end of the “fair” category. This scenario is not in the best interests of the City of Marysville. Road conditions in the City are deteriorating and the backlog of work that is deferred due to lack of funds is increasing from \$7.8 million to \$17.9 million. This is not a healthy alternative for the City.

Table 8 - Summary of Results from Scenario 4

Year	2009	2010	2011	2012	2013	2014	Total
Budget (\$)	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$4,800,000
Deferred Maintenance (\$)	\$7.8 million	\$9.3 million	\$12 million	\$13.4 million	\$14.7 million	\$17.9 million	
PCI	74	73	71	70	70	69	

Figure 7 - PCI vs. Deferred Maintenance



COUNCIL



MINUTES

Work Session

May 3, 2010

Call to Order / Pledge of Allegiance

Mayor Kendall called the May 3, 2010 work session of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall 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.

Council: Councilmember Jon Nehring, Councilmember Carmen Rasmussen, Councilmember Lee Phillips, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Also Present: Chief Administrative Officer Gloria Hirashima, City Attorney Cheryl Beyer, Finance Director Sandy Langdon, Lieutenant Robb Lamoureux, Public Works Director Kevin Nielsen, Planning Manager Cheryl Dungan and Assistant Administrative Services Director Tracy Jeffries.

Committee Reports

Councilmember Nehring reported that on Wednesday, April 28 the Snohomish County Tomorrow Steering Committee met and had presentations on the budget and urban growth areas. They also reviewed the Fair Share Housing Formula.

Councilmember Soriano reported on the April 28 Public Safety Committee meeting.

- Sgt. Brett Akau discussed some of the ongoing activities for the NITE team. There is a concentrated effort going on to make an impact on gangs, graffiti, auto theft and narcotics.
- Chief Smith went over various crime stats that have been compiled over the past two years by our Crime Analyst Don Castanares. He hopes to put together a presentation for the Council sometime soon to review the crime stats in the city and also make a comparison of pre- and post-annexation activity.

- The Citizens' Academy will be available again in the fall. Sgt. Wendy Wade will be coordinating the related activities. Also, a teen academy is being considered.
- Staff is working to fill vacant positions in both patrol and custody. Some offers have been issued; among those candidates were some laterals. There is also a CSO position that the department is currently testing for.
- There was also a presentation by Darin Rasmussen regarding the increased number of registered sex offenders within city limits after the annexation.

Presentations

A. Snohomish County Transportation Benefit District

Brian Goodnight from Snohomish County Transportation gave a presentation on Transportation Benefit Districts (TBD) as contained in the handout distributed to Council.

Discussion:

Councilmember Seibert remarked that they had looked at this earlier and there was a timeline that had to be met. He wondered if that was still in effect. Mr. Goodnight explained that in early 2008 until May 2008 only the County could create the TBD. After that expiration date, cities had the abilities to pursue it on their own. Now there is no timeline, but the County does need to approach cities and ask for their participation if they would like to participate before they can do the unincorporated areas only. Councilmember Seibert asked if the County can now do a county-wide TBD if they get the appropriate number of cities involved. Mr. Goodnight indicated that this was correct.

Councilmember Nehring asked about the governing body. Mr. Goodnight said that the governing board would be decided during the Interlocal Agreement (ILA) negotiations, but there has to be at least one representative from each jurisdiction. The bylaws and the operations of the board itself will be made up once it gets established, although he expects that some of this will be done through the ILA process.

Councilmember Wright asked about the funding. Mr. Goodnight said it would be funded by an annual vehicle fee of up to \$20 without a vote. Over \$20 and up to \$100 would need to go out for a public vote.

CAO Hirashima asked if they had heard of any other cities that are interested. Mr. Goodnight said that Granite Falls and Sultan had expressed an interest in doing this. There was discussion about various details of city TBDs versus county-wide TBDs.

Councilmember Rasmussen asked what would happen if a city adopted a vehicle fee that was less than \$20 and then the County did a county-wide TBD for \$20. Mr. Goodnight explained that in that example the difference would be collected by the County.

CAO Hirashima summarized that there are some benefits to the City doing it on their own because then the City would control the destiny of that dollar. She thanked Mr. Goodnight for the presentation.

Mayor Kendall asked what kind of timeline the County is looking at. Mr. Goodnight said that the hope is that if it is going to be established it will be done in the middle of this year. There is a six-month delay before fees can begin to be collected.

Public Works Director Nielsen explained the County is requesting a response by May 14 of whether or not the City is interested in forming a county-wide TBD.

Councilmember Seibert asked about households with more than one vehicle. Mayor Kendall said it would apply to every licensed vehicle. Councilmember Seibert asked if they would have any ability to change that so that it would be more equitable. Staff indicated they could look into that.

Councilmember Rasmussen said she was curious about the number of vehicles they would be talking about. CAO Hirashima said she'd look into that. Public Works Director Nielsen estimated that it would be between \$100,000 and \$200,000 in revenue. Councilmember Rasmussen asked what they anticipated they would do with that money if they kept it within the city. Public Works Director Nielsen explained that they would pay back debt service. Councilmember Rasmussen asked if this would be time-limited. Director Nielsen indicated that it would dissolve when all of the indebtedness of the district is retired. Councilmember Rasmussen requested information about what the level of funding would be and also a list of suggested projects that would fit within that level of funding. Director Nielsen indicated that they could provide that.

Approval of Minutes

1. Approval of April 19, 2010 City Council Work Session Minutes.
2. Approval of April 26, 2010 City Council Meeting Minutes.

Consent

3. Approval of April 21, 2010 Claims in the Amount of \$407,671.60; Paid by Check No.'s 62420 through 62590 with Check No. 58817 Voided.
4. Approval of April 28, 2010 Claims in the Amount of \$305,370.35; Paid by Check No.'s 62591 through 62734 with Check No. 59927 Voided.
5. Approval of May 5, 2010 Payroll.

Review Bids

6. Award Water Meter Equipment Procurement.

Director Nielsen indicated that they received two bids and the low bid came in under the estimate.

New Business

7. Capital Agreement with the Department of Commerce for the City of Marysville Energy Efficient Lighting Retrofit.

Director Nielsen said this is the grant that has to do with energy-efficient and conservation block grant. The City is doing 42 pedestrian crossings (map in Council packet) and 63 retrofits of street lighting, the Boys and Girls Club re-lamping, and also the Public Safety Building.

Councilmember Seibert asked about the cost of individual fixtures for LEDs. Director Nielsen stated that he would provide a cost breakdown at the next meeting.

Councilmember Soriano referred to *item 7-27, Attachment A, Activity 2*. He noted that the end date has already passed. Director Nielsen thought that it would be okay as long as they have it constructed and final project acceptance by July 15.

8. A **Resolution** of the City of Marysville Adopting a Strategy to Manage and Reduce Energy and Fuel Consumption and Greenhouse Gas Emissions.

Cheryl Dungan explained that they tried to keep the policies cost-effective. All of the policies are either currently implemented or in the process of being implemented. Also, in response to state law and for the City to be eligible for competitive funding the City is required to adopt greenhouse gas policies prior to June 30 of this year. DOE has indicated that these policies would be in compliance with the state requirements.

Councilmember Vaughan asked if this resolution is required in order to comply with what the state wants us to do. Planning Manager Dungan said that they have to be officially adopted policies. Councilmember Vaughan explained that he has some concern about the wording of the resolution. There was discussion about the content of the resolution. Several council members had issues with some of the WhereAs statements. CAO Hirashima stated that some of the WhereAs statements could be eliminated if the Council desired. The most important content is what comes after those statements.

Councilmember Rasmussen commented that many citizens probably disagree with the wording of the WhereAs statements. She asked if they could be framed in way that would agreeable to the majority of the population. Planning Manager Dungan indicated she would bring back a revised version for next week.

Councilmember Seibert commented that the goal of this is to get people to recycle and to reduce energy consumption or do it in a green manner so any of the WhereAs statements could be more focused on that.

9. GCA 6511 and GCA 6453 Agreements with Washington State Department of Transportation for the SR9/92 Intersection Improvement Project.

Director Nielsen explained that these are related to the break in access. He reviewed what they encompass. Both of these have been reviewed by the legal office and have been approved as to form. Right now the project is out to bid for the first phase.

Councilmember Seibert expressed concern about the way the agreement addresses cost overruns. Director Nielsen agreed, but explained why it was done this way and why it might actually be a benefit. He explained how section 6 on Contract Changes would apply to this. Councilmember Seibert then referred to item 9-11, under Payment, and questioned costs related to the bird window. Director Nielsen explained that this is for the redesign of the intersection. There was significant discussion about how this was calculated.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, for the Mayor to sign the GCA 6511 Agreement with Washington State Department of Transportation for the SR9/92 Intersection Improvement Project. **Motion** passed unanimously (7-0).

Motion made by Councilmember Rasmussen, seconded by Councilmember Wright, for the Mayor to sign the GCA 6453 Agreement with Washington State Department of Transportation for the SR9/92 Intersection Improvement Project. **Motion** passed unanimously (7-0).

Mayor's Business

10. City of Marysville Board of Appeals Appointments.

Mayor Kendall explained that this would be in the packet for the next week.

Other:

- Mayor Kendall and several others attended Stan Jones' retirement. It was a great event.
- He discussed the Fishing Derby which he attended on Saturday. He commended the Parks Department for the event.

Staff Business

Sandy Langdon had no comments tonight.

Robb Lamoureux reported that they had a very successful Spring Sports Festival for Special Olympics.

Kevin Nielsen reported that the wind kept staff very busy today. Many trees were down and some power went out. The police were very helpful with traffic control.

Cheryl Beyer informed Council of the need for an executive session to discuss two items concerning litigation and real estate expected to last 10 minutes with action expected on the real estate item.

Gloria Hirashima had no comments.

Call on Councilmembers

Lee Phillips also thought Stan Jones' retirement was a nice event. He commented that it was sad to see him retire.

Carmen Rasmussen:

- The Fishing Derby was great; the fish were huge.
- She informed everyone that the annual Cinco de Mayo Celebration would be held at Totem on Friday, May 7. She encouraged everyone to attend.

Jeff Vaughan had no comments.

Jon Nehring:

- The Fishing Derby was fantastic. He agreed that the fish were huge.
- Stan Jones' retirement was a great event too. It was good to see everybody honor him for his long distinguished career.

Donna Wright:

- She also enjoyed the Fishing Derby.
- She also attended Complete Streets that was supported by CDC, the State Health Department, and the Bicycle Alliance which was about completing our streets and making them safer. This was an interesting event.

John Soriano said he also enjoyed the Fishing Derby.

Jeff Seibert:

- He thanked the Historical Society for inviting them.
- He asked Director Nielsen to let the railroad know that their arm at 4th was malfunctioning because of the power outage. Councilmember Nehring said it was doing the same thing at 116th. Councilmember Phillips commented that there was a BNSF truck working on the arm at 136th around noon. Director Phillips indicated they would contact them about this and also recommend that they should have battery backups.
- He discussed an issue with the CT bus turning onto Cedar.

Recess

Mayor Kendall Seibert recessed the meeting at 8:06 p.m. for a short break before reconvening into Executive Session expected to last 10 minutes to discuss one item concerning litigation and one item concerning real estate with action expected on the real estate item.

Executive Session - started at 8:11 p.m.

- A. Litigation – one item, pursuant to RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate – one item, pursuant to RCW 42.30.110(1)(b)

Mayor Kendall called the meeting back to order at 8:22 p.m.

Motion made by Councilmember Nehring, seconded by Councilmember Siebert, for the Mayor to sign the First Addendum to the Coca-Cola Real Estate Purchase and Sale Contract as discussed in executive session. **Motion** passed unanimously (7-0).

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 8:23 p.m.

Approved this _____ day of _____, 2010.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24th, 2010

AGENDA ITEM: Contract Award: Sunnyside Well 2 Equipping	AGENDA SECTION: New Business	
PREPARED BY: Paul Federspiel, Project Engineer	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tab • Vicinity Map 		
	MAYOR	CAO
BUDGET CODE: 40200034.560000 W0705	AMOUNT: \$X	

DESCRIPTION:

The Sunnyside Well 2 Equipping project includes the following:
 Furnishing and installing a vertical turbine pump; furnishing and installing a pump column, shaft and sounding lines; refurbishing and reinstalling the existing discharge head; refurbishing and reinstalling the existing above-grade pre-lube system; reinstalling the recently refurbished 100 horsepower motor; and furnishing and installing a pressure transducer.

The Engineer's Estimate for the base bid item this project was \$66,246, including WSST. There were three additive alternate bid items that consisting of column pipe coating, level transmitter and Well 1R water quality testing assistance that were included in the bid schedule at a cost estimated to not exceed \$30,000. The City has obtained cost quotations for the additive alternate items and has elected to include (LIST) for a cost of \$X in addition to the base bid item.

The project was advertised for a May 13th, 2010 bid opening. The City received X bids as shown on the attached bid tabulation. The low bidder was TBD. References have been checked and found to be satisfactory.

Contract Base Bid (Includes Sales Tax):	\$X
Additive Alternates Bid Items	\$X
Management Reserve:	\$X
Total:	\$X

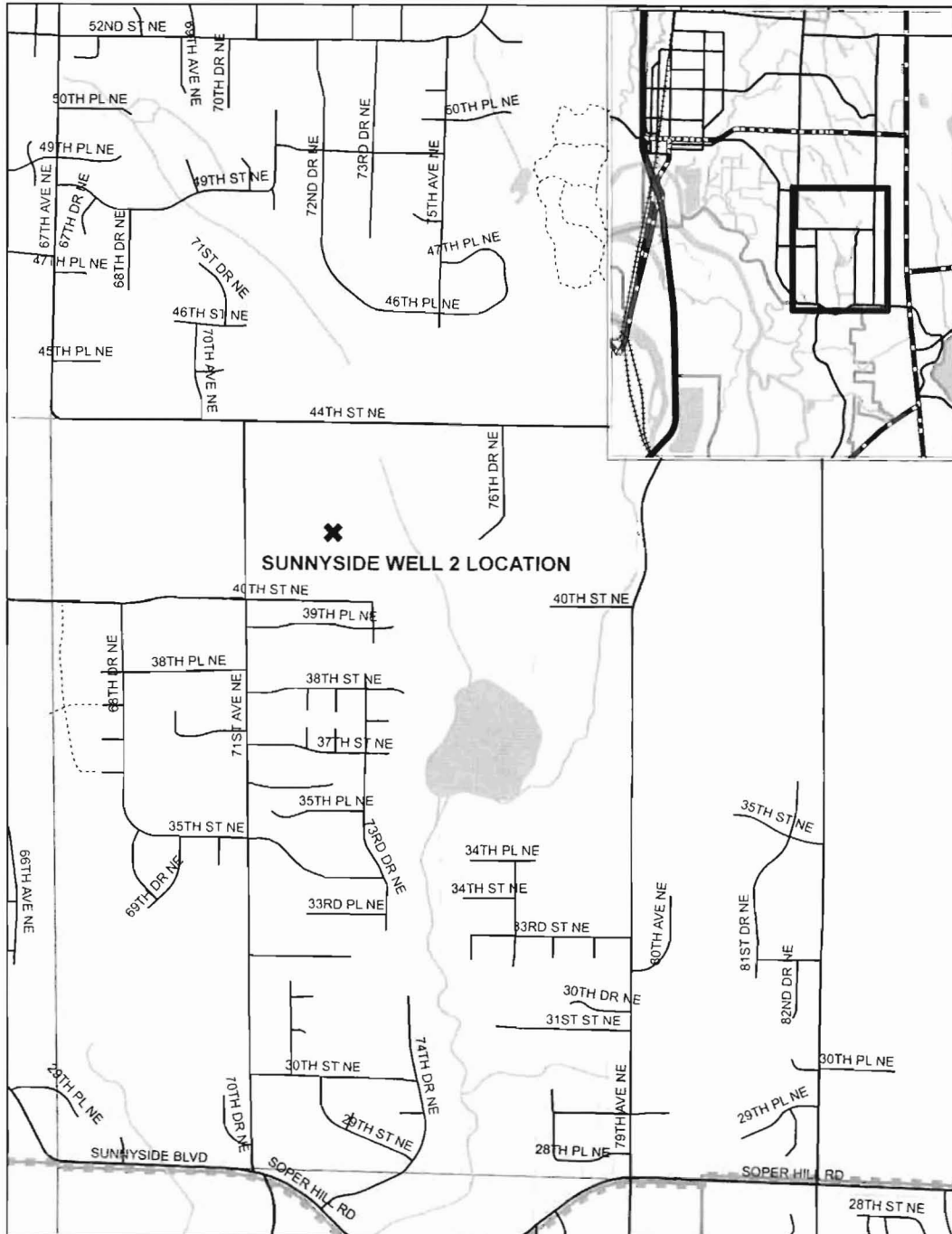
RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the bid for the Sunnyside Well 2 Equipping project to TBD in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

COUNCIL ACTION:

Sunnyside Well 2 Equipping


Vicinity Map



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: Contract Award: HVAC Maintenance and Repair Services	AGENDA SECTION: Review Bids	
PREPARED BY: Holly Kohl, Engineering Aide – Project Compliance	APPROVED BY: 	
ATTACHMENTS: • Bid Tabulation		
	MAYOR	CAO
BUDGET CODE: Multiple City Accounts	AMOUNT: \$X	

DESCRIPTION:

Public Works Fleet & Facilities Division solicited bids using the Small Works bid process for heating, ventilation, and air-conditioning maintenance & repair services. This will be a 3 year contract with a fixed fee for each year of maintenance services. Repair and new installation will be approval based per set hourly rates and markups. Total contract not to exceed the \$200,000 Small Works limit.

Bids were solicited for a May 14, 2010 bid opening. X bids were received as shown on the attached bid tabulation. The low bidder is TBD. References have been checked and found to be satisfactory.

Contract Bid - Year 1(Includes Sales Tax):	\$X
Year 2	\$X
Year 3	<u>\$X</u>
Total:	\$X

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to award the bid for HVAC Maintenance and Repair Services to TBD in the amount of \$X including Washington State Sales .
COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: Surface Water Inspector Classification and Compensation	AGENDA SECTION: New Business	
PREPARED BY: Kristie Guy, Assistant Human Resources Director	AGENDA NUMBER:	
ATTACHMENTS: 1. Surface Water Inspector Job Description 2. Surface Water Inspector Classification and Compensation Analysis	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: N-7 \$4327 - \$5797	

The Surface Water Inspector position was approved in the 2010 budget process to meet the growing regulatory demands related to surface water management including NPDES Phase II Storm Water Permit requirements. This position will perform inspection work in securing compliance with applicable municipal, state, and federal laws, regulations, guidelines, policies and procedures.

To assist in the process a job description and compensation analysis for Surface Water Inspector was prepared by Human Resources. Based on the findings, the proposed job description accurately captures the responsibilities assigned to the position and the knowledge, skills and abilities required to perform them. Additionally, placing the position on the non-management, non-union classification grid at range N-7 reflects its market value and preserves internal equity among the city's non-represented, non-management positions.

RECOMMENDED ACTION:

The Executive Department recommends that Council adopt the Surface Water Inspector job description and placement at N-7 on the non-represented, non-management classification grid.

COUNCIL ACTION:

CLASSIFICATION AND COMPENSATION ANALYSIS OF SURFACE WATER INSPECTOR POSITION

MAY 2010

I. BACKGROUND

Human Resources conducted a classification and compensation analysis regarding a new position in the Surface Water division of Public Works that was approved in the 2010 budget process. The project included developing a new job description and recommending placement of this position in the City's pay grid.

Per the NPDES Phase II Storm Water Permit requirements all development sites greater than 1 acre need to be inspected for specific erosion and sediment control measures. All new flow control and water quality treatment facilities need to be inspected every 6 months during the period of heaviest house construction and new provisions have been added to the inspection of construction sites prior to any ground breaking. Many of the programs in the Permit require business inspections as part of the illicit discharge detection and elimination measures as well as the total maximum daily load thresholds given to the City. This position would be responsible for developing and implementing these programs.

II. JOB CLASSIFICATION ANALYSIS

JOB RESPONSIBILITIES

The primary responsibility of this position is to perform skilled inspection work in securing compliance with applicable municipal, state, and federal laws, regulations, guidelines, policies and procedures related to surface water management. This includes the following key tasks.

1. Coordinates and performs inspections of surface water practices related to businesses, public/private stormwater facilities, and stormwater erosion control of private and public construction projects.
2. Inspects the appropriateness and effectiveness of stormwater Best Management Practices on construction projects for stormwater erosion and sediment control.
3. Coordinates scheduled maintenance of facilities dictated by inspection.
4. Reviews plans related to surface water management including Stormwater Prevention Plans and inspections based on the Construction Site Sediment Damage Potential.
5. Assists the Surface Water Division in developing and implementing, tracking and reporting of various city programs including NPDES Phase II Permit requirements such as: surface water public education and outreach; illicit discharge detection and elimination; control of runoff from new development, redevelopment and construction sites; pollution prevention and operation and maintenance; and total daily maximum load requirements.
6. Investigates and responds to citizen drainage complaints and coordinates follow up.
7. Maintains records of inspections performed covering conditions found, action taken and requirements for further actions, as well as names and owners, contractors and addresses of inspection sites.

8. Studies new methods and applications related to surface water management to keep abreast of modern developments.

A proposed job description is included as an attachment.

JOB KNOWLEDGE, SKILLS, AND ABILITIES

The key knowledge, skills and abilities required to perform this jobs includes the following knowledge and abilities.

- Knowledge of Stormwater Best Management Practices for erosion and sediment control.
- Knowledge of inspection methods and techniques related to compliance of surface water management practices to municipal, state, and federal laws, regulations, guidelines, policies and procedures.
- Knowledge of Endangered Species Act (ESA), the National Pollutant Discharge Elimination System (NPDES) Phase II Rule, and the Puget Sound Water Quality Management Plan as they relate to surface water management issues.
- Ability to identify the effectiveness and appropriateness of Stormwater Best Management Practices for erosion and sediment control.
- Ability to read and interpret plans, record drawings, specifications, and related documents; compare to observations during field inspections and identify discrepancies and problems; make judgments relative to specific issues regarding the intent of municipal, state, and federal laws, regulations, guidelines, policies and procedures.
- Ability to explain to specialists and the general public the technical requirements of the city's surface water management program.

The position requires a combination of the experience, education, and training that provides an equivalent background to perform the work of this position: two years of experience working with surface water management and related programs; and an Associates degree, Bachelor's degree preferred, with major course work in the physical or environmental sciences, construction management, or a closely related field. The position requires a Certified Erosion and Sediment Control Lead (CESCL) certification within one month of hire date.

III. COMPENSATION ANALYSIS

The focus of the compensation analysis is to evaluate placement of the position within the City's classification and compensation grid. The goal is to assign a compensation level that accurately reflects the responsibilities and accountabilities of the position and the skills, knowledge, and abilities required to perform the job while preserving the internal equity of the City's classification and compensation system by compensating the position fairly relative to other City job classifications. It is also appropriate to look at external market comparables (since the City's compensation philosophy is generally a market-value approach) to ensure that qualified candidates will be attracted to the position.

To measure external equity, we looked at the cities of Auburn, Bellevue, Everett, Kent, and Redmond. Auburn and Redmond, in particular, are similar in population or service area to the

City of Marysville, they are in the City's geographic labor market, and they have been used as comparables in recent compensation analyses.

Two of the five cities -- Auburn and Kent--have positions that can be compared to Marysville's in terms of job responsibilities, level of accountability, and experience required to perform the job. Three other cities -- Bellevue, Everett, and Redmond -- have similar positions, however, in some cases some of the duties are performed by other classifications.

The City of Kent has a similar position, Storm/Drainage/Industrial Waste Facilities Inspector, which performs: inspection of storm/drainage facilities, industrial waste facilities, and erosion/sediment control measures of private and public construction projects; assists with NPDES Phase II Permit requirements; and responds to citizen complaints. This position requires 2 years journey-level experience and 2 years post high school training. The salary range for the Storm/Drainage/Industrial Waste Facilities Inspector is \$4,600 - \$5,593.

The City of Auburn Water Resources Technician position also performs similar duties. This position requires 1 year of field experience or 5 years of related experience and an Associates Degree. The salary range for Auburn's Water Resources Technician is \$4,808 - \$5,910.

Unlike our Surface Water Inspector position, both the City of Kent and Auburn positions are also responsible for establishing and maintaining the FOG (fats, oils, & grease) prevention & monitoring program. This is one of the duties performed by the City of Marysville's Wastewater Treatment Plant Operators (\$4,348 - \$5,522).

The majority of the surface water inspection and compliance duties are performed by Engineering Technician classifications at the Cities of Bellevue, Everett, and Redmond. However, there are some differences. Engineering Technician classifications in these cities do not review plans such as erosion and sediment control Best Management Practices (BMP's) or Stormwater Prevention Plans (SWPP's). All of these Engineering Technician positions require two year's related college level coursework or an Associate's Degree. The salary ranges for Engineering Technician is as follows: Bellevue \$4,164 - \$5,746; Everett \$4,225 - \$5,130; and Redmond \$4,182 - \$5,207.

To gauge internal equity, we looked at the responsibilities and the knowledge, skills, and abilities required to perform other non-union, non-management jobs at the City of Marysville. As a point of reference, the Surface Water Specialist is a range N-7, the Construction Inspector is also a range N-7, and the Electrical Inspector is a range N-8.

Regarding the level of accountability and authority, the Surface Water Inspector most closely matches the positions in the N-7 salary range. The work performed in this salary range follows established procedures and general directions; incumbents operate independently and apply established guidelines and alternatives to make routine judgments and decisions.

Other positions in the N-7 salary range, and which also work within the Engineering Division, include the Surface Water Specialist and Engineering Technician. Both of these positions require an Associates Degree and two year's related experience.

The City of Marysville Electrical Inspector is in the N-8 salary range. Positions in the N-8 salary range require a bachelor's degree, additional experience, and/or higher levels of certification. The Electrical Inspector, N-8, does not require a bachelor's degree, however, it does require

four years journey level experience, a General Class Journeyman Electrician License, and experience in various phases of electrical work including new installation, repair, maintenance, remodeling and design. This position requires an ICC Mechanical Inspector Certification within twelve months of hire.

IV. RECOMMENDATIONS

1. Adopt the proposed job description for Surface Water Inspector, which captures the responsibilities assigned to the positions and the knowledge, skills, and abilities required to perform it.
2. Place this position at range "N-7" on the non-represented, non-management classification grid; this placement reflects its market value and preserves internal equity among the city's non-represented, non-management positions.

**City of Marysville
Job Description**

Job Title: Surface Water Inspector
Department/Division: Public Works Department / Engineering Division
Reports To: Program Engineer – Surface Water
FLSA Status: non-exempt
Union Status: non-union
Approval/Revision Date: March 2010

POSITION SUMMARY

The incumbent performs skilled inspection work in securing compliance with applicable municipal, state, and federal laws, regulations, guidelines, policies and procedures related to surface water management.

The work performed by this class follows established procedures and general directions; incumbents operate independently and apply established guidelines and alternatives to make routine judgments and decisions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned as needed.

1. Coordinates and performs inspections of surface water practices related to businesses, public/private stormwater facilities, and stormwater erosion control of private and public construction projects.
2. Inspects the appropriateness and effectiveness of stormwater Best Management Practices on construction projects for stormwater erosion and sediment control.
3. Coordinates scheduled maintenance of facilities dictated by inspection.
4. Reviews plans related to surface water management including Stormwater Prevention Plans and inspections based on the Construction Site Sediment Damage Potential.
5. Assists the Surface Water Division in developing and implementing, tracking and reporting of various city programs including NPDES Phase II Permit requirements such as: surface water public education and outreach; illicit discharge detection and elimination; control of runoff from new development, redevelopment and construction sites; pollution prevention and operation and maintenance; and total daily maximum load requirements.
6. Investigates and responds to citizen drainage complaints and coordinates follow up.
7. Maintains records of inspections performed covering conditions found, action taken and requirements for further actions, as well as names and owners, contractors and addresses of inspection sites.
8. Studies new methods and applications related to surface water management to keep abreast of modern developments.
9. Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Stormwater Best Management Practices for erosion and sediment control.
- Inspection methods and techniques related to compliance of surface water management practices to municipal, state, and federal laws, regulations, guidelines, policies and procedures.
- Washington State Department of Ecology's Stormwater Management Manual for Western Washington.
- Endangered Species Act (ESA), the National Pollutant Discharge Elimination System (NPDES) Phase II Rule, and the Puget Sound Water Quality Management Plan as they relate to surface water management issues.
- IBM compatible computers.
- Record keeping systems for assigned program area.

Ability to:

- Identify the effectiveness and appropriateness of stormwater Best Management Practices for erosion and sediment control.
- Read and interpret plans, record drawings, specifications, and related documents; compare to observations during field inspections and identify discrepancies and problems; make judgments relative to specific issues regarding the intent of municipal, state, and federal laws, regulations, guidelines, policies and procedures.
- Explain to specialists and the general public the technical requirements of the city's surface water management program.
- Operate personal computer and software applications that support the surface water management function including word processing, spreadsheet, database, and GIS mapping systems.
- Effectively update and maintain records related to assigned department/division using related recordkeeping systems.
- Provide excellent customer service in potentially stressful situations, including looking for ways to resolve disputes or non-compliance issues in a tactful, diplomatic manner.
- Communicate effectively, orally and in writing.
- Apply professional knowledge and expertise as well as established guidelines and alternatives to make routine judgments and recommendations regarding typical surface water management issues.

QUALIFICATIONS

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

Two years of experience working with surface water management and related programs.

Education and Training:

- High school diploma or general education degree (GED) is required.
- Associates degree, Bachelor's degree preferred, with major course work in the physical or environmental sciences, construction management, or a closely related field.

Licenses or Certificates:

- Possession of, or ability to possess within one month of hire date, a Washington State Driver's license.
- Possession of, or ability to obtain within one month of hire date, Certified Erosion and Sediment Control Lead (CESCL) certification.

PHYSICAL DEMANDS / WORKING CONDITIONS

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is frequently required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must frequently lift up to 10 pounds; occasionally lift up to 20 pounds; rarely lift and/or move up to 50 pounds (employee may ask for assistance). Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals, i.e. copier toner.


Work is performed mostly in the field in a variety of weather conditions, while some time is spent in an office environment. While in the field, the employee must stand or walk on variable surfaces including hard, even surfaces and uneven ground, as well as sloped embankments. Employee often works in the right of way or construction sites and may be exposed to physical hazards such as moving traffic and heavy construction equipment. The employee is occasionally exposed to fumes or airborne particles. Indoors, the noise level is usually moderate; outdoors, the noise level may be moderate to loud.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: Professional Services Agreement with MWH Americas, for design services on the SR 9 1.8 MG Reservoir Project	AGENDA SECTION: New Business	
PREPARED BY: Patrick Gruenhagen, Project Manager	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> • Professional Services Agreement • Vicinity Map 		
	MAYOR	CAO
BUDGET CODE: 40220594.563000 W0903	AMOUNT: \$195,602.00	

DESCRIPTION:

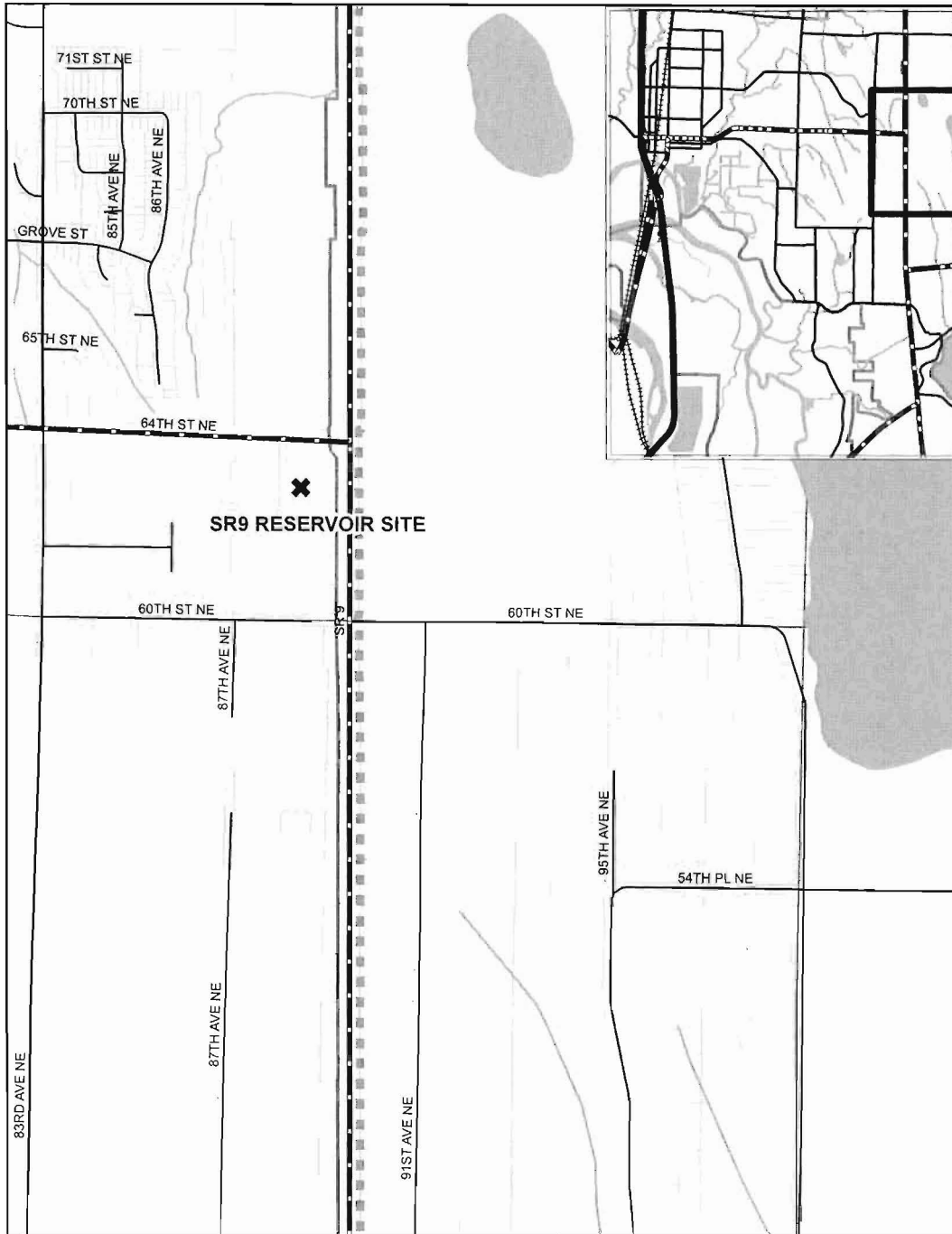
The attached Professional Services Agreement provides for design and permitting assistance necessary for a planned 1.8 million gallon steel water tank near the intersection of State Route 9 and 64th Street NE (SR 528). Situated at the current SR 9 reservoir site, this new tank will reside next to the existing tank, and will be designed to include access hatches and ladders, interior cathodic protection, overflow pipeline connection, inlet and outlet pipeline connections, drain pipeline connection, new seismic isolation valve/vault, pump-out vault, minor security measures, and electrical and telemetry connections.

It is staff's opinion that the negotiated fee of \$195,602.00 is fair and reasonable. Moreover, MWH Americas has a demonstrated, proven track record of successful projects with the City. Staff is therefore confident that the City will be well-served by MWH on this particular project.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Professional Services Agreement in the amount of \$195,602.00 with MWH Americas, Inc.
COUNCIL ACTION:

SR9 Reservoir

Vicinity Map



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MWH Americas, Inc.
FOR CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and MWH Americas, Inc., a California corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consultant services to **to provide the design and permitting assistance necessary for a planned 1.8 million gallon steel water tank near the intersection of State Route 9 and 64th Street NE,** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached estimate of Professional Services for the **SR9 Reservoir Project**, hereinafter

referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services 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 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 services 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 be authorized to begin work under the terms of this agreement upon

signing of both the scope of services and this agreement and shall complete the work by **April 30, 2011**, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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 provisions of this section shall survive the expiration or termination of this agreement.

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; 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, 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 contract 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 completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$195,602.00. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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 contract 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
ATTN: **Pat Gruenhagen, P.E.**
80 Columbia Avenue
MARYSVILLE, WA 98270

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

MWH Americas, Inc.
c/o Gregory S Harris, PE
2353 130th Avenue NE, Suite 200
Bellevue, WA 98005

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) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract 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.

DATED this _____ day of May, 2010.

CITY OF MARYSVILLE

By _____

MWH Americas, Inc., CONSULTANT

By Chris Brown, VP

Approved as to form:

GRANT K. WEED, City Attorney

EXHIBIT A
SCOPE OF SERVICES
SR 9 RESERVOIR PROJECT

BASIC SERVICES

- 1.1 The Consultant agrees to perform professional services in connection with the SR 9 Reservoir Project, hereinafter called the Project, as subsequently stated, including the stipulations and amendments within the Agreement.
- 1.1.1 The Project is further defined to include the following major elements:
- Provide professional engineering services associated with a new (1.8 million gallon) steel reservoir at the current State Route (SR) 9 Reservoir site, including: new access hatches and ladders, tank interior cathodic protection, overflow pipeline connection, inlet and outlet pipeline connections, drain pipeline connection, new seismic isolation valve/vault, pump-out vault, minor security measures, and electrical and telemetry connections.
- 1.1.2 Notwithstanding any provision contained herein to the contrary, Consultant shall exercise the degree of care customarily exercised by consulting engineering firms performing similar services in this locale, as to all engineering services called for to be performed by Consultant in this contract.
- 1.1.3 The Consultant's contracted professional services from others are also described within the Agreement and are a part of these services.
- 1.1.4 The Consultant's Basic Services will be conducted under the following four phases as further described herein below:
- Phase I – Project Management, Meetings, and QA/QC
 - Phase II - Preliminary Design Engineering
 - Phase III – Final Design and Bidding Assistance
 - Phase IV – Services During Construction
- 1.1.5 The SR-9 project will take advantage of information developed during the preliminary design, final design and construction of the existing 1.8 Million Gallon Reservoir located at the site completed in 1997 and 1998 by the Consultant. Hereinafter, work completed for that project will be referred to as the Highway 9 Tank Project.
- 1.1.6 The Phase I, Phase II and Phase III work will be conducted in accordance with the schedule presented in Attachment A.

PHASE I – PROJECT MANAGEMENT, MEETINGS, AND QA/QC

- 1.2 PROJECT MANAGEMENT, MEETINGS AND QA/QC: The Consultant shall complete the following activities during the preliminary design and final design and bidding assistance phases of the project:

1.2.1 **Project Management.** Manage the activities of all in-house and subconsultant work including setup of files, subconsultant agreements, monitoring budgets, schedule, personnel assignments, and processing of invoices as further described below:

- A. **Initial Project Setup.** Set up the initial job numbers, files, subconsultant agreements, and internal management systems necessary to control the activities of all in-house and subconsultant work for the project. This includes development of a project execution plan, containing the necessary work breakdown structure, internal budgets, schedules, personnel assignments, subconsultant agreements, and monitoring systems. A brief project specific Health and Safety Plan will be prepared for internal use by the Consultant but a copy can be provided to the City upon request.
- B. **Project Management/Project Controls.** Review and monitor project schedule and budget on a regular basis including management of in-house and subconsultant activities. Allocate resources and make adjustments as necessary to meet project objectives. Prepare project schedule updates as necessary to reflect the progress of the work and changes to the schedule (no more than monthly).
- C. **Monthly Status Reports and Invoices.** Prepare 7 monthly status reports and invoices for the City in the standard format prescribed by the City, including reviewing and processing of subconsultant invoices.

1.2.2 **Meetings.**

- A. **Kickoff Meeting.** Conduct an initial kick-off meeting with the City staff and key project team members to review key issues that have been identified, determine the responsibilities and priorities for addressing them, discuss design criteria and schedule, and identify any operational considerations or other City concerns for the new facilities.
- B. **Status Meetings.** Conduct ten (10) status meetings with the City staff during the preliminary design and final design and bidding phases. Meetings will be divided between the City's office and Consultant's office and will include attendance by appropriate Consultant staff.

1.2.3 **Quality Assurance/Quality Control.**

- A. **Quality Management Plan.** Prepare a Quality Management Plan (QMP) for the project that identifies procedures, personnel and schedules to complete quality management activities and reviews of the work products.
- B. **TAC Meeting.** Conduct an in-house Technical Advisory Committee meeting early in the preliminary design phase. The TAC will include senior personnel experienced in the design of reservoirs who will review the project to provide general guidance, design approach, design criteria recommendations, and input.
- C. **Work Products Review.** Provide internal review and quality control of the draft products. This includes internal quality review of design computations and the final design contract documents, including a review at 60% completion and a detailed check of the 90% Submittal.

- D. **QA/QC Monitoring and Project Review.** Monitor the QA/QC activities and identify any detected non-compliance with the QMP. Conduct two internal project reviews with an MWH Senior Project Manager during the course of the work to assess overall project status and identify any issues/corrective actions.

PHASE II - PRELIMINARY DESIGN ENGINEERING

1.3 **PRELIMINARY DESIGN ENGINEERING:** The Consultant will utilize and build upon the Preliminary Design previously developed by Consultant for the previous Highway 9 Tank Project as documented in the report entitled "Highway 9 Tank Project Preliminary Design Technical Memorandum." Consultant will supplement this report with the following services to complete the preliminary design engineering for this project:

1.3.1 **Survey and Mapping.** The intent is to utilize the existing drawings from the previous Highway 9 Tank Project as the base topographic map for the new SR-9 Project, supplemented by limited additional site survey information. Up to 1 day of on-site surveying is budgeted to gather additional survey information required to supplement the existing drawings. The additional surveying is anticipated to include reestablishment of control points, and pickup of any additional utility information, facilities, structures, etc, but does not include development of new topographic contours. Through subconsultant, provide limited survey and mapping work for the reservoir site as follows:

- A. Reestablish the two control points and one benchmark previously set at the site (for the previous Highway 9 Tank Project). The horizontal datum will be NAD (North American Datum) 83/91. The vertical datum will be NAVD (North American Vertical Datum) 88.
- B. Provide limited supplemental surveying to provide final mapping (based on existing record drawings as described above) showing all existing utilities, reservoirs and vault structures, buildings, valve boxes, fences, gates, access roads, cuts, ditches, drainage features and related improvements on the reservoir site. Survey base map shall be furnished as both a hard copy (22-in. x 34-in.) and an electronic file in AutoCAD 2008 (or later edition as agreed) using Consultant's standard layering system.
- C. Locate new field boring completed during the geotechnical investigation around the proposed reservoir site.
- D. Indicate on the base map the approximate limits of tree cover and brush cover areas.

1.3.2 **Geotechnical Investigation.** Through subconsultant, perform a geotechnical investigation and report findings. The investigation will include information available in existing geotechnical reports prepared for the project site, including that prepared for the 1.8 million gallon Highway 9 Tank Project completed in 1998. It is assumed that there are no hazardous materials on the site. The geotechnical investigation and preparation of a Geotechnical Information Report will be conducted by Zipper Zeman Associates, Inc., and will include the following:

- A. The geotechnical investigation will address:

1. Soil characterization and determination of engineering properties
 2. Excavation and backfill requirements
 3. Seismic design criteria (IBC 2006 code design)
 4. Uplift resistance for lateral wind and seismic forces
 5. Groundwater design considerations
 6. Surface and storm drainage considerations
 7. Foundation design and support requirements (IBC 2006)
 8. Yard pipe design and construction considerations
 9. Site preparation and earthwork, including wet weather considerations
- B. Drill one (1) borings adjacent to the existing 1.1 MG reservoir, at location to be determined by the geotechnical engineer after a site visit and review of existing geotechnical data. Boring shall extend to approximately 40-feet below existing grade.
- C. Prepare a brief geotechnical investigation report summarizing characterization of subsurface conditions, and the findings of the geotechnical investigation, including geotechnical design criteria and recommendations covering the items described in paragraph A above and other items required for design and construction of the new reservoir. Provide five copies of a draft report for review and five copies of a final report.

1.3.3 Preliminary Design Evaluations and Design Confirmation Workshop.

Confirm and supplement preliminary design evaluations and analyses performed during design of the previous Highway 9 Tank Project. Revise and update design criteria and recommendations for the proposed SR-9 Reservoir Project in preparation for a Preliminary Design Confirmation Workshop as follows:

- A. **Review/Verify Existing Preliminary Design.** Review existing Highway 9 Tank Project Preliminary Design Report and verify/confirm proposed design parameters and design criteria for the new SR-9 Reservoir. Review tank appurtenances, system hydraulics, storm drain and overflow detention facilities and planned piping connections and confirm that the existing proposed facilities are sufficient to meet the objectives of the project. Review and identify recommended reservoir features and appurtenances including access hatches, inlet and outlet configuration, altitude valve, air gaps, dechlorination facilities, and gutters. Consider possible addition of a vault to allow connection of portable pumps to pump out one reservoir into the other if necessary to drain a tank. Develop concept for seismic valve addition for the new SR-9 reservoir.
- B. **Coating Sampling.** Obtain three (3) representative samples of both interior and exterior protective coating systems (accessed by ladder) from the existing steel reservoir for purposes of evaluating disposal options. Test each sample at a certified testing laboratory to determine the presence and concentration level of lead.
- C. **Security Requirements.** Review site security requirements with the City to identify security measures that have been identified by the City's Vulnerability Assessment (VA) for this site. It is anticipated that security measures will include intrusion alarms, telemetry and lighting

- D. **Conduct Preliminary Design Confirmation Workshop.** Conduct a 2 to 3 hour workshop, (to be combined with a regular project status meeting) with City staff to review preliminary design concepts developed for the original Highway 9 Tank Project and other recommendations resulting from the other evaluations undertaken in this Task. The intent is to establish/reconfirm all design criteria and concepts to be used as the basis for final design of the project.

1.3.4 **Preliminary Design Drawings/Schedule/Opinion of Cost.** Prepare a Preliminary Design submittal for the proposed SR-9 Reservoir Project, as a supplement to the original Highway 9 Tank Project Preliminary Design Technical Memorandum. No technical memorandum will be prepared in conjunction with the updated predesign drawings. It is assumed that the original TM and the workshop notes will be sufficient for the DOH permit submittal. This supplement will address the following:

- A. **Preliminary Drawings.** Prepare preliminary drawings to accompany the preliminary design Technical Memorandum. These drawings will represent approximately a 30 % level of design, showing preliminary plans, sections and details of the proposed facilities. Include inlet/outlet piping, reservoir overflow and outlet structures, drain piping, reservoir appurtenances and other yard piping connections. Attachment A identifies those final design drawings that will be included in the initial preliminary design drawing package.
- B. **Schedule.** Develop a proposed implementation schedule, including design, permit acquisition and basic construction activities.
- C. **Opinion of Probable Cost.** Develop a preliminary opinion of probable cost for the construction work as described in the preliminary design.

1.3.5 **Permit Related Studies.** Provide permit-related studies as follows:

- A. **Identify Permitting Requirements and Schedule.** Contact State, County, and City agencies to identify appropriate regulatory agencies and permits for the project. Confirm which permits are required for the construction of the new facilities. Determine schedule requirements and probable review periods. Submit the final Technical Memorandum to the Washington State Department of Health (DOH) as a supplement to the original Highway 9 Preliminary Design Report. It is assumed that the following permits and approvals will be required:

- SEPA Checklist
- City of Marysville Building Permit, Grading Permit
- Washington DOH Project Approval

- B. For the purposes of this scope and budget, the following assumptions related to permitting are made for the project:

- The project is within the City of Marysville.
- No federal permits or approvals will be required for the project.
- No conditional use permit will be required.
- No Washington Department of Ecology (DOE) NPDES Permit will be required.
- There are no critical areas or critical area buffers on the site impacted by the work.
- There will be no increase in impervious surfaces on the site.
- An HPA will not be required from the Washington Department of Fish and Wildlife.
- No Washington DOE Section 401 permit will be required.
- Either no Washington Dept. of Natural Resources (DNR) Forest Practices Permit will be required, or the Contractor can acquire it if needed.
- Either no Marysville Demolition Permit will be required, or the Contractor can acquire it if needed.

1.3.6 **SEPA Checklist.** Prepare and submit a mitigated SEPA Checklist for the project for review by the appropriate agencies. The budget for the SEPA checklist and other regulatory/permitting tasks is based on the assumption that there will be no endangered species identified in association with the project site, and that no wetlands or other critical areas will be impacted at the reservoir site. If an EIS is required by the SEPA review agency, the work will be considered extra work as addressed under Additional Services.

PHASE III - FINAL DESIGN AND BIDDING ASSISTANCE

1.4 **FINAL DESIGN AND BIDDING PHASE:** The final design involves preparation of a set of bid documents for the SR-9 Reservoir Project, which will allow bidding and implementation of the work as generally described in the existing Highway 9 Preliminary Design Project Report and as supplemented by the SR-9 Preliminary Design workshop notes and Preliminary Design drawings. The project will be bid as a single stand alone contract package. Final design of the project will proceed based on the approved concepts and layouts established in the Highway 9 Tank Preliminary Design Report and the supplemental SR-9 predesign submittal. From this point forward, no major changes to the preliminary design concept will be made except through mutual agreement between the City and Consultant, including applicable Scope of Work and Budget revisions, as appropriate and if necessary.

1.4.1. **Design Contract Documents.** Prepare the design drawings and specifications for the construction of the reservoir, site piping and appurtenances. The City of Marysville will receive an informal progress submittal at the 60% stage of completion, and a formal submittal for review and comment at the 90% stage of completion. City comment will be provided at each of the design stages, as appropriate, although a "formal" review cycle will only take place at 90%.

A. **Design Drawings.** Prepare the design drawings for the construction of the SR-9 Reservoir, site piping and appurtenances based on the preliminary list of drawings provided as Attachment B. These drawings are assumed to be a separate bid package. The drawings will be prepared in electronic format

using Microstation. The final design drawings (100% complete work product) will be produced as half-size drawings on standard 11" by 17" bond paper and as full-size drawings on standard 22" by 34" paper. The final design will be based on the following:

1. Reservoir, piping, and appurtenances layout and design will be based on the concepts and preliminary drawing layouts recommended in the existing Highway 9 Preliminary Design Project Report and as supplemented by any new findings which may result from tasks undertaken as part of preliminary design phase of this agreement.
 2. Structural and seismic design of the reservoir will be in accordance with AWWA D 100 and IBC 2006. Consultant shall provide the design of the reservoir footing and provide the Construction Contractor (within the contract documents) with parameters necessary for design of the steel structure in accordance with the design criteria developed for the Project. The Construction Contractor will be responsible for preparing drawings and calculations for the steel tank structure for submittal to the City for acquiring structural review/approval as part of the building permit from the City.
 4. Electrical design will be limited to providing power to the reservoir level transmitters, overflow limit switch, seismic isolation valve, telemetry system and a single new light standard.
 5. Telemetry/Instrumentation system design will include telemetry interface with intrusion alarms and the proposed seismic isolation valve and reservoir level and overflow sensor devices.
 6. Landscaping design will be limited to final grading and hydroseeding of the construction areas.
 7. Incorporate procedures in the design for safe handling and care of lead-based paint if present on the existing reservoir.
- B. **Contract Specifications.** The Contract Documents and Special Provisions will be based on updating, editing and supplementing the Contract Documents and Special Provisions previously prepared for the Sunnyside Reservoir Project. Prepare these documents to cover all construction work necessary to complete the facilities as identified in the supplemental SR-9 Preliminary Design. The technical specifications will utilize MWH standard specifications as a basis, which are prepared in the Construction Specifications Institute (CSI) format and are regularly updated. The contract bid documents, agreement, and general conditions will be based on the City's standard Project Manual (including front end documents and bidding forms) and Division 1 of the Standard Specifications for Road, Bridge and Municipal Construction as prepared by the APWA and the Washington State Department of Transportation, modified or supplemented as appropriate for this project. The City will provide the aforementioned Project Manual for incorporation into the contract documents at the 60% design stage.
- C. **60% and 90% Submittal Design Submittals.** Five (5) copies of the design drawings will be provided to the City at the 60% design level. The specifications in the 60% submittal package will include an edited version of

the Sunnyside Reservoir Project Specifications. At the 60% and 90% levels of completion, a review submittal will be provided to the City for review. The 90% submittal will provide sufficient detail for the purposes of applying for the Department of Health (DOH) Plan Review. Attend a meeting with City staff at the 90% level of completion to receive/review City comments. Drawings for the interim deliverables (60%, and 90% complete work products) will be produced as half-size drawings on standard 11" by 17" paper. A two week period for City review of the interim submittals is assumed.

- D. **Finalize Plans and Specifications for Bidding.** After receipt of the 90% comments from the City, DOH, and other agencies, final revisions will be made to the 90% drawings to produce final bid-ready contract documents. Provide five copies of "ready for bidding" contract documents, specifications and design drawings for final inspection by the City and approving authorities.
- E. **Engineer's Opinion of Probable Cost.** The preliminary Engineer's Opinion of Probable Cost will be updated based on the 90% design level contract documents. A final Engineer's Opinion of Probable Cost will be presented at the 100% design completion level.

1.4.2 **Permit Applications and Support.** Assist in acquiring permits and approvals for the construction of the SR-9 Reservoir Project. It is understood that the Engineer has no control over the duration of time necessary for agency reviews to acquire the necessary permits and does not warrant the time in which permits can be obtained. Submit 90% level contract documents, or earlier preliminary design documents, where acceptable, to permitting agencies along with the necessary application forms for the following:

- A. City of Marysville Building Permit and Grading Permit
- B. Washington DOH Plan Review and Project Approval

This task is limited to a level of effort not to exceed 23 labor hours.

1.4.3 **Bidding Assistance.** The project will be bid as a single package. Consultant will assist the City during the bid period including the following activities, which involves limited supplemental time and cost:

- A. **Provide Bidding Documents.** Provide one original reproducible set of the final contract documents (specifications and 11"x17" drawings), one stamped and signed 22 x 34 set, and an electronic pdf to the City who will arrange distribution of bid documents, maintain an updated planholders list, distribute any addenda, and receive bids at a City-designated location. Approximately 10 sets of the documents will be printed and retained by the Engineer for internal and subconsultant use.
- B. **Prebid Conference.** Attend a pre-bid conference with the City and interested bidders for the project to provide project background and answer any questions as necessary relative to the SR-9 Reservoir. Prepare conference notes and provide to the City for distribution to Conference attendees and Planholders. Two people will attend, the design lead and the project manager.

- C. **Address Questions during Bidding.** Receive and address questions from prospective bidders during the bid period relative to the SR-9 Reservoir. If required for clarification, prepare an addendum to the bid documents for distribution to all Planholders. The level of effort for this task (excluding questions during bidding) is limited to preparing a single addendum.
- D. **Attend Bid Opening.** If requested, attend and assist the City at the bid opening.

PHASE IV - SERVICES DURING CONSTRUCTION

Services during construction are to be added as additional services at a later date by addendum in accordance with paragraph 2.1.9., if requested.

2. ADDITIONAL SERVICES

- 2.1 **GENERAL.** If authorized in writing by the City, the Consultant shall furnish or obtain other additional services of the following types which are not covered above as Basic Services, and which shall be paid for by the City as extra work, as provided in Article 3, Paragraph 3.1. Such additional services of the Consultant and the Consultant's Contracted Professional Services from others may include, but are not limited to, the following:
 - 2.1.1. Preliminary design and final design services for modifications to storm drain or overflow detention basin system if determined to be required.
 - 2.1.2. Revising studies, reports, design documents, drawings and/or specifications which have previously been approved, unless due to Consultant's error.
 - 2.1.3. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective and/or negligent work of the Contractor through no fault of the Consultant, (3) low quality of work by the Contractor of a nature requiring additional inspection, (4) prolongation of the construction beyond the contract completion time or specified contract days and /or greater than an 8-hour/day, 5-days/week work schedule, (5) acceleration of the work schedule involving services beyond established office working hours, (6) significantly greater scrutiny by regulatory agencies requiring additional inspection, and (7) the Contractor's default under the Construction Contract due to delinquency or insolvency.
 - 2.1.4. Special services such as geotechnical, hydrogeology, testing, and surveying not specifically set forth in the Basic Services.
 - 2.1.5. Detailed administration of grant funds.
 - 2.1.6. Financial consultation and assistance in the preparation of funding applications.
 - 2.1.7. Preparation of an Environmental Impact Statement (EIS).
 - 2.1.8. Giving testimony as an expert witness for the City in any litigation or other proceedings involving this Project or assisting the City in connection with litigation or other proceedings.
 - 2.1.9. Provide services during construction under Phase IV, as described below:

"PHASE IV - SERVICES DURING CONSTRUCTION

Provide engineering support services during construction and construction management services for the City of Marysville for the SR-9 Reservoir Project which is assumed to be constructed in 2011 under a single construction contract. This phase includes both office and field engineering services for the reservoir.

2.1.9.1 Project Management. Manage all in-house work including setup of files, monitoring budgets, schedule, personnel assignments, and processing of invoices, as described below:

- A. **Project Control.** Set up the initial job numbers, files, forms and internal systems necessary to control the activities of all in-house work for the project during construction. This includes the necessary budgets, schedules, personnel assignments, and monitoring systems.
- B. **Status Reports/Invoices.** Prepare monthly status reports and invoices for the City during the construction phase. Status reports will be prepared in accordance with the City's standard format and will provide a brief summary of work accomplished in the previous period, any out of scope items, current budget status, and any special issues to be resolved or coordinated with the City.
- C. **Review and Monitor Schedule and Budget.** Review and monitor project schedule and budget on a regular basis.

2.1.9.2 Contract Administration

- A. **Preconstruction Conference.** Attend the preconstruction conference. Three people will attend, the project manager, design engineer and construction manager.
- B. **Health and Safety Plan.** Consultant will prepare a project-specific health and safety plan for its employees.
- C. **Shop Drawing Review and Processing.** Receive, check for completeness, and log all shop drawings, material samples, and other submittals. Review these submittals for conformance to the intent of the contract documents. Compile written comments and return shop drawings to the Contractor upon completion of the review process. Maintain a shop drawing submittal file/tracking system to assure timely responses and minimize potential delays. Evaluate substitution(s) and 'or equal(s)' proposed by the Contractor during construction and provide recommendations to the City for final approval. Up to 10 engineer days of effort is assumed.
- D. **Interpretation and Clarification of Contract Documents.** Provide requested clarification and interpretation of the contract plans and specifications. Receive, log and provide written response to all formal Requests for Clarification (RFC's) received from the Contractor.

Provide the City with copies of all RFC's and responses. Up to 6 engineer days of effort is assumed

- E. Correspondence Tracking System. Maintain a correspondence tracking system. The system will track the following documents:
- Correspondence
 - Submittals
 - Requests for Clarifications (RFC's)
 - Change Orders
- F. Progress Payment Requests. Review contractor's monthly progress payment requests, including Consultant's recommendations and submit to the City for approval and payment.
- G. Weekly Job Site Meetings. Prepare agenda and conduct regularly scheduled weekly job meetings (one per week) with Contractor to review the progress of the work and identify and address field problems as they occur. Brief meeting minutes will be prepared, focusing on reports of any significant decisions, concerns and problem resolution. The construction manager will attend all weekly job site meetings and the design engineer lead will attend up to 6 weekly job site meetings.
- H. Monitor Contractor Construction Schedule. Monitor Contractor's compliance with construction schedule based upon monthly CPM updates submitted by the Contractor. Assist the City in verification, documentation, and/or negotiation of time extensions requested by the Contractor. Evaluate potential schedule impacts of all change order work.
- I. Maintain Files. Maintain orderly electronic records and files at the job site. These records and files shall include:
- Daily reports
 - Preconstruction and construction progress photos and videotapes
 - Maintain complete set of updated contract documents including drawings, addenda, proposal, general provisions, special provisions, shop drawings and change orders
 - Test reports
 - Survey notes including cut sheets (as provided by the Contractor)
 - Transmittal records
 - Record of weather and wet days
 - Contractor payment requests and prevailing wage certifications
 - Shop drawing transmittal records
 - Construction correspondence

Standard forms (using Consultant's CMCS format) will be used where applicable, for records and reporting procedures. At completion of the work, and prior to final acceptance, provide the City with all completed

field books, project daily reports, summary tabulations of all installed bid breakdown quantity items, all field notes, and other job records as listed.

- J. Formal Acceptance, Review and Recommendation. Make recommendations to the City concerning operational acceptance, substantial completion, and final acceptance of the work. Include review of the requests for extension of time by the Contractor. Include recommendation for assessment of liquidated damages, if applicable.
- K. Project Closeout. Upon completion of construction, assemble all construction files and turn over files to City, including electronic copies of all photos.

2.1.9.3 **Field Engineering Services.** Provide the services of a part-time inspector to perform the following services:

- A. On-Site Field Observation and Monitoring. Provide part time on-site field observation and monitoring to observe the quality and progress of construction in accordance with the contract documents.
- B. Consultant will direct its efforts toward determining that the completed project will conform to the plans and specifications, but Consultant shall not be responsible for the means, methods, techniques, or procedures of construction selected by the Contractor(s) or for the safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.
- C. Notwithstanding any inferences, references, or omissions to the contrary contained within this document, the City understands that Consultant would not direct any Contractors or subcontractors, at the job site, and it is hereby agreed that Consultant would assume no obligation for any acts, errors, or omissions of parties other than Consultant.
- D. Project Daily Report. Complete a daily report that records decisions and observations of a general or specific nature in chronological order.
- E. Laboratory Testing and Inspection. Coordinate, report, and log the results for field sampling, field testing, and laboratory testing of soils, aggregates, concrete, and welding provided by a testing laboratory subconsultant, to determine compliance of those materials with construction contract requirements. In those instances where unsatisfactory test results are obtained, follow through with notification to the Contractor, and retesting of the materials after corrections are made.
 - 1) Soil Density Testing: Testing subconsultant will conduct up to eight (8) site visits to verify that soil density meets the requirements of the project specifications. Soil density will be

measured with a nuclear densometer. The date, location, elevation, and results of all density measurements will be logged and tracked. Up to three (3) soil materials will be sampled for laboratory testing to ensure compliance with the project specifications. Laboratory testing will include maximum dry density (proctor), grain size distribution (sieve), rice value, and extraction/gradation.

- 2) Concrete Testing: Testing subconsultant will conduct up to three (3) site visits to check for proper concrete mix design, water/cement ratio, batch weights, slump, and air content. Cast, transport, and cure up to six (6) sets of four (4) concrete specimens per ASTM C 31. Each specimen will be tested for compressive strength in accordance with ASTM C 39. The date, location, and test results for each specimen will be logged and tracked.
- 3) Weld Testing: Testing Subconsultant will conduct up to six (6) site visits by a certified welding inspector to inspect and monitor welding on the new 1.8 MG steel reservoir and verify that the Contractor is providing quality assurance services as required by the project specifications and ANSI/AWWA D100. Testing Subconsultant will perform visual weld inspection of all field welding in accordance with AWS D1.1-02.

F. Progress Payment Verification. Review Contractor's monthly payment requests. Collect and tabulate all quantity delivery tickets. Verify Contractor's estimates of completion levels. Maintain record of all quantity calculations and substantive certifications and provide copies of such records to the City.

G. Photographs. Take pre-construction photographs/video tapes and progress photographs of construction activities on a weekly basis to document progress of the work and job site conditions encountered.

H. Final Review and Inspection. Perform a final review and inspection of the construction work and prepare a final list of items to be corrected (i.e. "Punch List"). After substantial completion of the project, verify completion of the punch list.

I. Record Drawings. Review Contractor's record drawings on a monthly basis to verify posted changes.

J. Assumptions for Schedule of Work and Budgeted Hours-Construction Services

1). The work described herein in Task 1.5 has been based on a total construction period of 180 working days (single 8-hour shift/day) and assumed construction in 2007.

2). The proposed manpower budget for the Resident Engineer/Inspector is based on the proposed construction schedule as described above. The Resident Engineer/Inspector will provide

all listed Contract Administration services and inspection. The Resident Engineer/Inspector is budgeted for up to approximately 24 hours per week (approximately half time) for the duration of construction, for a total budget of 864 hours. Inspector will be on-site periodically as appropriate to observe key aspects of the work.

3) The above described hours do not include time for Engineering Services During Construction, geotechnical inspections, NACE coatings inspections, and other special inspections and materials testing, which are covered separately.

2.1.9.4 Geotechnical Assistance. Consultant will provide the services of the geotechnical engineer to assist in monitoring construction activities to verify that conditions actually encountered are as anticipated in the design, and to verify that the product is constructed to the appropriate quality level from the standpoint of geotechnical considerations. The monitoring and related activities may include the following activities, limited to the budget available.

- A. Observation of the footing/foundation subgrade soils for verification of proper bearing pressures.
- B. Observation of permanent drainage systems.
- C. Observation of compacted fill and measurement of in-place density of fill soils.
- D. Review of Contractor submittals relative to geotechnical matters.
- E. As-needed site or office consultation by a geotechnical engineer to address unanticipated conditions or other concerns.

2.1.9.5 Cathodic Protection/Protective Coating Assistance. Provide the following services of the Corrosion Engineering Subconsultant during Construction:

- A. Assistance during construction, including submittal review and preparation of clarifications associated with coatings.
- B. Provide NACE certified Coating Inspector or Coating Inspection Technician as required for inspection of preparation and application of protective coatings for the internal and external reservoir surfaces. Provide required testing at critical hold points including surface preparation and coating application. Provide documentation, including use of digital photographs, for all aspects of coating application.

2.1.9.6 Prepare Record Drawings. Incorporate the Contractor's record information on the CAD design files. Changes in materials, elevations, and construction methods, as well as location, from that shown on the plans will be shown based on the information provided by the Contractor. Final electronic AutoCAD files and a paper set of record drawings will be provided. "

2.1.10. Any other services not otherwise provided for in this Agreement without limitation, and services normally furnished by the City as described below as "Services Provided by the City".

3. SERVICES PROVIDED BY THE CITY

The City will:

- 3.1 Provide all criteria and full information as to his requirements for the project.
- 3.2 Assist the Consultant by placing at his disposal all available written data pertinent to the project including previous reports, studies, as-built drawings and any other data affecting the design and/or construction of the Project.
- 3.3 Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the Consultant to the City and render the City's decisions pertaining thereto. Provide consolidated City review comments in accordance with project schedule.
- 3.4 Advertise for proposals from bidders, distribute bid documents and addenda to bidders, update plan holders list, open the sealed proposals at the appointed time and place and pay for all costs incidental thereto which have not been included in the Basic Services above.
- 3.5 Provide legal review of the Construction Contract Documents and all legal services related to contract review, protests, claims and related items. Provide such accounting and insurance counseling services as are required for the project.
- 3.6 Designate in writing a person to act as City's representative with respect to the Consultant's service to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to services covered by this Agreement.
- 3.8 Provide other information or services specifically identified to be provided by the City in the Basic Services described above.
- 3.9 Furnish or instruct the Consultant to provide at the City's expense, necessary additional services as described above in Section 2, Additional Services, as required.
- 3.10 Department of Health fees for review of reports, plans, and specifications shall be the City's responsibility.
- 3.11 All other permit application and/or agency review fees shall be the City's responsibility.
- 3.12 Provide adequate field office space and equipment for Consultant's field personnel for the duration of the construction activities (provided by the Contractor under the construction contract).

Attachment A - Marysville SR9 Proposed Schedule

Attachment A - Marysville SR9 Proposed Schedule													
	2010										2011		
	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April
Design/New SR9 Reservoir													
Contract Authorization	█	█											
Predesign Submittal (30% Design)		█	█	█	█								
Design CCM				█									
Maryville review				█									
90% Design					█	█	█	█					
Maryville review							█						
100% Design								█	█	█			
Permitting									█	█	█	█	
Bid/Award/NTP											█	█	█

ATTACHMENT B

SR-9 RESERVOIR PROJECT PRELIMINARY LIST OF DRAWINGS

General

- G-1 Cover Sheet*
- G-2 Vicinity Map, Location Map and Index of Drawings*
- G-3 Piping and Equipment Schedules
- G-4 Symbols and Abbreviations*

Erosion and Sedimentation Control

- GES-1 Erosion/Sedimentation Control Plan and Notes
- ES-1 Erosion/Sedimentation Control Details

Civil

- GC-1 General Civil Details - 1
- C-1 Demolition Plan
- C-2 Site Plan*
- C-3 Site Grading Plan
- C-4 Yard Piping Plan*
- C-5 Yard Piping Profiles
- C-6 Vault Plans, Sections, and Details*

Structural

- GS-1 Structural Standard Details-1
- GS-2 Structural Standard Details-2
- S-1 Reservoir Plan, Section and Detail*
- S-2 Reservoir Details - 1
- S-3 Reservoir Details - 2
- S-4 Reservoir Details - 3
- S-5 Reservoir Details - 4

Mechanical

- GM-1 Standard Mechanical Details
- M-1 1.8 MG Reservoir Plan and Section
- M-2 Vault Plans, Sections and Details

Electrical/Telemetry/Instrumentation

- GE-1 Electrical Symbols and Abbreviations
- E-1 Electrical Site Plan and Details*
- E-2 Electrical One Line Diagram
- E-3 Electrical Panel Schedules
- E-4 Instrumentation and Telemetry Modifications Schematic

* Denotes drawings to be included in Preliminary Design Drawing package in preliminary form.

EXHIBIT B

Pacific Northwest


MWH Municipal Operations Schedule of Hourly Rates for Engineering Fees* March 2010

Senior Company Officer	\$220.00 per hour
Principal Professional	\$192.00 per hour
Supervising Professional	\$163.00 per hour
Senior Professional	\$142.00 per hour
Professional	\$118.00 per hour
Associate Professional	\$106.00 per hour
Assistant Professional	\$88.00 per hour
Senior Designer	\$139.00 per hour
Designer	\$130.00 per hour
Supervising Resident Engineer/Construction Manager	\$154.00 per hour
Senior Resident Engineer	\$138.00 per hour
Resident Engineer	\$124.00 per hour
Senior Administrator	\$112.00 per hour
Administrator	\$91.00 per hour
Associate Administrator	\$70.00 per hour
Secretary	\$87.00 per hour
Word Processing Operator	\$87.00 per hour
Clerk	\$62.00 per hour
Associated Project Costs, APC (covering telecommunications, Postage, computers, incidental photocopying and related equipment)	\$10.40 per labor hour
CAD expenses (hardware, software, and related expenses of CAD)	\$18.34 per CAD hour
Mileage**	\$0.50 per mile
ODC's and Outside Services Other non-salary expense directly attributable to the project such as sub-consultant's, outside services; reproduction, printing, binding; and other direct costs will be charged at actual cost plus 10% service charge to cover overhead and administration.	
* The individual hourly rates include salary, overhead and profit. Rates are updated annually.	
** Billed at the Federal mileage rate, currently \$0.50 per mile	

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: Supplement No. 2 to PSA with BergerABAM for design services on the Lakewood Triangle Access / 156 th Street Overcrossing Project.	AGENDA SECTION: New Business	
PREPARED BY: Patrick Gruenhagen, Project Manager	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> • PSA Supplement No. 2 • Vicinity Map 		
	MAYOR	CAO
BUDGET CODE: 30500030.563000 R0604	AMOUNT: \$0	

DESCRIPTION:

The City and BergerABAM entered into an Agreement on October 22, 2007 – laying the framework for professional services on the Lakewood Triangle Access / 156th Street Overcrossing Project which included preparation of final design documents (plans, specifications, estimate) as well as assistance with public involvement, environmental review, and permitting. Supplement 2 to the Agreement, as attached, will provide for a no cost extension of the end date to December 31, 2010. All other provisions of the original Agreement remain in effect, and unchanged.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign Supplemental Agreement No. 2 to the Professional Services Agreement with BergerABAM, providing for a no cost extension of the Agreement end date to December 31, 2010.

COUNCIL ACTION:



Supplemental Agreement Number <u>2</u>		Organization and Address BergerABAM 1301 Fifth Avenue, Suite 1200 Seattle, Washington 98101-2677	
Original Agreement Number		Phone: 206.357.5624	
Project Number <u>R-0604</u>	Execution Date	Completion Date <u>12/31/2010</u>	
Project Title <u>Lakewood Triangle Access/156th St. Overcrossing</u>	New Maximum Amount Payable \$ 1,184,292.00		
Description of Work Public involvement, permitting, plans, specifications, and estimate for an overpass of I-5 at 156th Street in Marysville, Washington. Supplement 2 to the original agreement is a no-cost supplement, administered for the sole purpose of extending the agreement end date.			

The Local Agency of City of Marysville
 desires to supplement the agreement entered into with BergerABAM
 and executed on 10/22/2007 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Complete all requirements by December 31, 2010

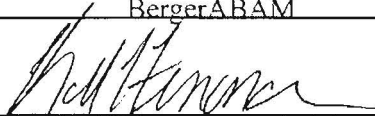
III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: BergerABAM



 Consultant Signature

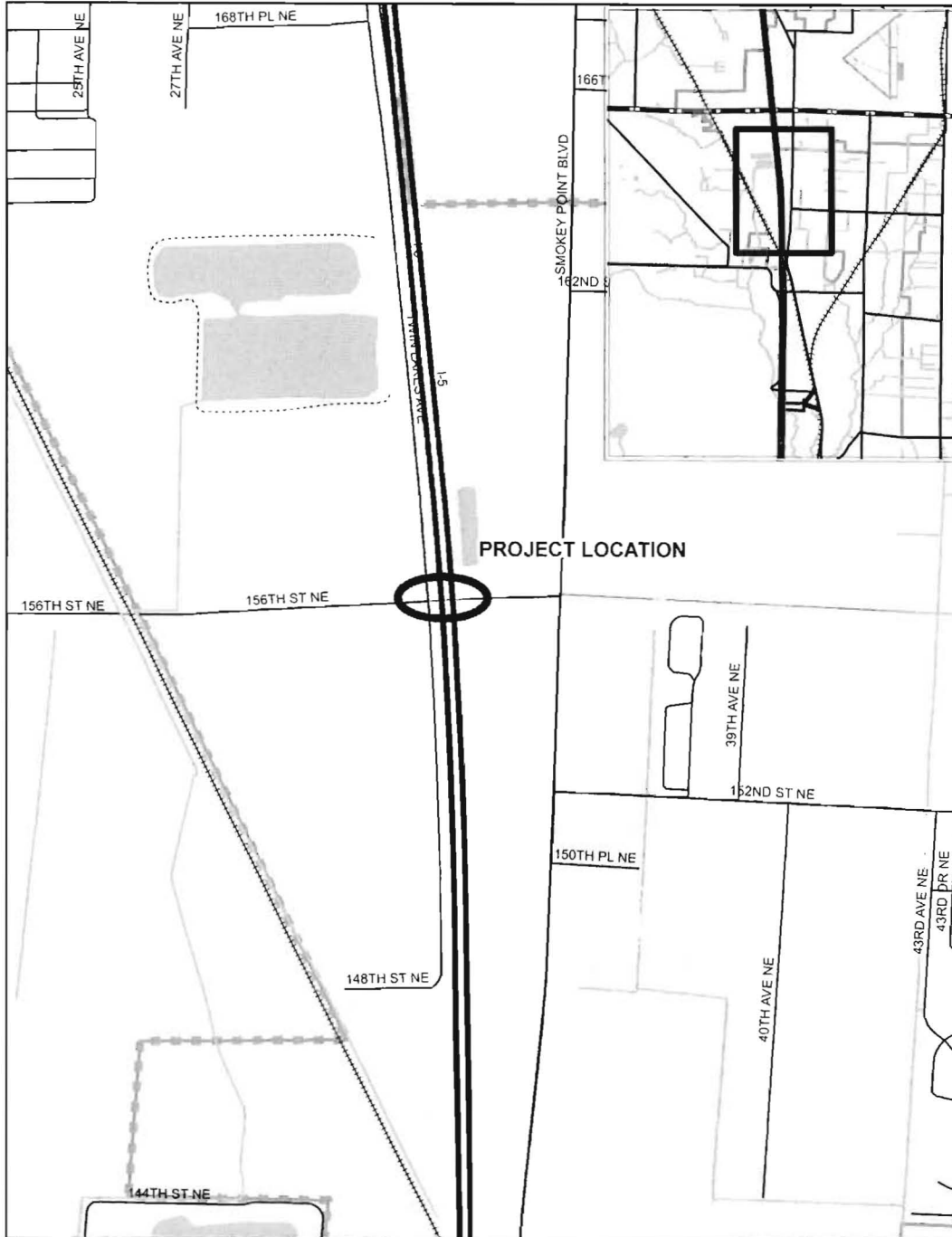
By: City of Marysville

 Approving Authority Signature

 Date

Lakewood Triangle Access/156th Street Overcrossing

Vicinity Map



CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRANITE FALLS AND THE CITY OF MARYSVILLE FOR OUTDOOR VIDEO SERVICES	AGENDA SECTION:	
PREPARED BY: Jim Ballew	APPROVED BY: J. Ballew	
ATTACHMENTS: Interlocal Agreement		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The City of Granite Falls has requested Marysville Parks and Recreation Department’s assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Granite Falls is hosting three free events on city owned property. Marysville Parks and Recreation has agreed to provide equipment and staff to present each film at a cost of \$300.00 per event, payable by the City of Granite Falls.

Our City Attorney’s Office has developed an Interlocal Agreement between the City of Granite Falls and City of Marysville to clearly define services provided by Marysville Parks and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for June 26, July 23 and August 21, 2010

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the attached Interlocal Agreement between the City of Granite Falls and the City of Marysville for Outdoor Video Services.
COUNCIL ACTION:

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GRANITE FALLS,
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective June 1, 2010 between the City of Granite Falls, a Washington municipal corporation, herein after referred to as "GRANITE FALLS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of GRANITE FALLS is the organizer/host jurisdiction of outdoor movie presentations, herein after referred to as "Flicks at the Falls"; specifically but not limited to films selected, provided and licensed by City of GRANITE FALLS and presented on June 26, 2010, July 23, 2010 and August 21, 2010; and

WHEREAS, the City of Granite Falls is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUT DOOR VIDEO equipment, staff and vehicles to provide OUT DOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of GRANITE FALLS desires to utilize the City of MARYSVILLE'S OUT DOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUT DOOR VIDEO SERVICES to the City of GRANITE FALLS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, GRANITE FALLS and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUT DOOR VIDEO SERVICES to GRANITE FALLS as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of GRANITE FALLS at least 48 hours before the event if not able to provide personnel and/ or equipment.

1. MARYSVILLE will provide OUT DOOR VIDEO SERVICES to GRANITE FALLS.
2. MARYSVILLE will provide the video equipment, personnel and vehicles to transport the equipment and personnel to GRANITE FALLS.

MARYSVILLE personnel will operate the video equipment and vehicles.

B. GRANITE FALLS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The dates for **Flicks at the Falls** will be:

1. Saturday, June 26, 2010
2. Friday, July 23, 2010
3. Saturday, August 21, 2010

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that GRANITE FALLS staff providing services pursuant to this Agreement are acting in their official capacity as employees of GRANITE FALLS and shall be under the exclusive direction and control of GRANITE FALLS.

F. GRANITE FALLS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. GRANITE FALLS, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to MARYSVILLE the authority to perform on GRANITE FALLS'S behalf those services as provided in this Agreement.

2. COMPENSATION / FEES

A. GRANITE FALLS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$300 per date for a total of \$900 for the series, which will be reimbursed to the CITY OF GRANITE FALLS by the Greater Granite Falls Chamber of Commerce.

B. GRANITE FALLS will pay MARYSVILLE 25% of the event fee in the event GRANITE FALLS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill GRANITE FALLS monthly and GRANITE FALLS shall pay

MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. GRANITE FALLS will at all times indemnify and hold harmless and defend MARYSVILLE, their 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 GRANITE FALLS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend GRANITE FALLS, their 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 MARYSVILLE in performance under this agreement.
3. 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 MARYSVILLE, GRANITE FALLS, or other person and all property owned or claimed by MARYSVILLE, GRANITE FALLS, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or GRANITE FALLS, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by

any proper means allowed under the civil rules in either state or federal court

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

A. MARYSVILLE INSURANCE

1. MARYSVILLE shall maintain public liability insurance for the protection of the public. MARYSVILLE is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from MARYSVILLE to GRANITE FALLS. Reduction or cancellation of the insurance shall render this Agreement void.
3. MARYSVILLE shall provide GRANITE FALLS proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by GRANITE FALLS prior to MARYSVILLE providing any services under the terms of this Agreement. At the request of GRANITE FALLS, a copy of the policy will be provided.

B. GRANITE FALLS INSURANCE

1. GRANITE FALLS shall maintain public liability insurance for the protection of the public. GRANITE FALLS is a member and insured through the Cities Insurance Association of Washington and shall maintain its membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from GRANITE FALLS to MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.
3. GRANITE FALLS shall provide MARYSVILLE proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying GRANITE FALLS as a member. Proof of insurance shall be approved by MARYSVILLE prior to GRANITE FALLS providing any services under the terms of this Agreement. At the request of

MARYSVILLE, a copy of the policy will be provided.

C. GRANITE FALLS insurance shall be considered primary for the purposes of this agreement.

6. INDEPENDENT CONTRACTOR

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between GRANITE FALLS and MARYSVILLE or any of GRANITE FALLS's or MARYSVILLE's agents or employees.

GRANITE FALLS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by GRANITE FALLS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

B. Nothing in this Agreement shall make any employee of GRANITE FALLS a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded GRANITE FALLS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a GRANITE FALLS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.

B. The Parties 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.

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

8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of GRANITE FALLS:
206 South Granite Avenue / P.O. Box 1440
Granite Falls, WA 98252

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:
Name: Jim Ballew, Parks Director Phone Numbers: 425-754-4021

GRANITE FALLS:
Name: A City of Granite Falls official or employee to be named.

-
- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within GRANITE FALLS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

By: _____
DENNIS L. KENDALL, Mayor

Date:

Attest

TRACY JEFFRIES, City Clerk
Approved as to form:




GRANT K. WEED, WSBA 11243
Attorney for the City of MARYSVILLE


CITY OF GRANITE FALLS

By: 
HAROON SALEEM, Mayor

Date:

Attest:


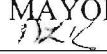


DARLA REESE, City Clerk
Approved as to form:


CRAIG KNUTSON, WSBA
Attorney for City of GRANITE FALLS

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: Approval of Fireworks Applications	AGENDA SECTION:
PREPARED BY: Carol Mulligan, Program Specialist	AGENDA NUMBER:
ATTACHMENTS: 1. MMC 9.20 2. Notices Distributed at Fireworks Stands	APPROVED BY: 
	MAYOR CAO  
BUDGET CODE:	AMOUNT:

The City has received Fireworks Stand Permit Applications for the following locations:

<u>Applicant</u>	<u>Location</u>
Kiwanis Club of Marysville	1052 State Avenue (Gold's Gym)
Kiwanis Club of Marysville	1258 State Avenue (Safeway)
Kiwanis Club of Marysville	3733 – 116 th Street NE (Rite Aid)
Kiwanis Club of Marysville	6610 - 64 th Street NE (Allen Creek Shopping Center)
Kiwanis Club of Marysville	1631 – 4 th Street (Vacant Pad Next to Espresso Stand)
Kiwanis Club of Marysville	17305 – 27 th Avenue NE (Vacant Pad / Burger King)
Marysville First Assembly	11401 State Avenue (Albertsons - North)
Mountain View Assembly of God	9925 State Avenue (Fred Meyer)

All applicants meet requirements specified in MMC 9.20. Stand operators are provided with an information sheet on City regulations. These are laminated and to be displayed at each stand. They are also provided with copies for distribution to customers.

The Marysville Fire District inspects each stand and the Fire District distributes permits upon determining a satisfactory inspection.

Staff annually monitors parking at stand locations. There continues to be no apparent problems at the proposed locations.

RECOMMENDED ACTION: Staff recommends the City Council approve firework stand permits for the Marysville First Assembly (1 stand), Marysville Kiwanis (6 stands), Mountain View Assembly of God (1 stand), and Turning Point Church (1 stand).
COUNCIL ACTION:

9.20.010

(2) The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. (Ord. 2739 § 1, 2008; Ord. 2532 § 10, 2004; Ord. 850 § 10, 1975).

Chapter 9.20

FIREWORKS

Sections:

- 9.20.010 State statutes adopted.
- 9.20.015 Additional definitions.
- 9.20.020 Date and time limits for sale or discharge of consumer fireworks.
- 9.20.070 Permit procedure.
- 9.20.080 Action by city council.
- 9.20.090 Issuance of – Nontransferable.
- 9.20.110 Operation of fireworks stands.
- 9.20.120 Temporary fireworks stand specifications.
- 9.20.125 Enforcement – Revocation of permit.
- 9.20.130 Penalties for violations.

9.20.010 State statutes adopted.

The following sections of the State Fireworks Law (Chapter 70.77 RCW) are adopted by reference, including any amendments to the same which may hereafter be enacted by the state of Washington:

RCW

- 70.77.126 Definition of “fireworks.”
- 70.77.131 Definition of “display fireworks.”
- 70.77.136 Definition of “consumer fireworks.”
- 70.77.138 Definition of “articles pyrotechnic.”
- 70.77.141 Definition of “agricultural and wildlife fireworks.”
- 70.77.146 Definition of “special effects.”
- 70.77.160 Definition of “public display of fireworks.”
- 70.77.165 Definition of “fire nuisance.”
- 70.77.180 Definition of “permit.”
- 70.77.190 Definition of “person.”
- 70.77.205 Definition of “manufacturer.”
- 70.77.210 Definition of “wholesaler.”
- 70.77.215 Definition of “retailer.”
- 70.77.230 Definition of “pyrotechnic operator.”
- 70.77.255 Acts prohibited without a license.
- 70.77.285 Public display permit – Bond.
- 70.77.290 Public display permit.
- 70.77.295 Public display permit – Amount of bond.
- 70.77.311 Exemptions from licensing.
- 70.77.335 License authorizes activities of salesmen, employees.
- 70.77.405 Authorized sales of toy caps, tricks, novelties.
- 70.77.410 Public displays not to be hazardous.
- 70.77.415 Supervision of public displays.
- 70.77.420 Storage permit required.
- 70.77.425 Approved storage facilities required.

- 70.77.430 Sale of stock after revocation or expiration of license.
- 70.77.450 Examination, inspection of books and premises.
- 70.77.480 Prohibited transfers of fireworks.
- 70.77.485 Unlawful possession of fireworks – Penalties.
- 70.77.488 Unlawful discharge or use of fireworks – Penalty.
- 70.77.510 Sales or transfers of display fireworks – Penalty.
- 70.77.515 Sales or transfers of consumer fireworks – Penalty.
- 70.77.520 Unlawful to permit fire nuisance where fireworks kept – Penalty.
- 70.77.535 Articles pyrotechnic, special fireworks for entertainment media.
- 70.77.545 Violation a separate, continuing offense.
- 70.77.547 Civil enforcement not precluded.
- 70.77.580 Posting by retailers of lists of allowed fireworks.

(Ord. 2737 § 1, 2008; Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).

9.20.015 Additional definitions.

The following additional definitions shall apply in this chapter:

“Permittee” means any person issued a fireworks permit in conformance with this chapter. (Ord. 2737 § 1, 2008; Ord. 2409 § 2, 2002).

9.20.020 Date and time limits for sale or discharge of consumer fireworks.

No fireworks shall be sold or discharged within the city except as follows:

(1) The sale of consumer fireworks shall be allowed from 12:00 noon to 11:00 p.m. on June 28th and from 9:00 a.m. to 11:00 p.m. on June 29th through July 4th.

(2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2737 § 1, 2008; Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).

9.20.070 Permit procedure.

Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a per-

manent address within the city limits. The application shall be in writing and shall be filed with the city clerk at least 30 days in advance of the proposed sale of fireworks. The application shall include the following:

(1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the Director of Fire Protection;

(2) A description of the proposed location of the fireworks;

(3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/\$1,000,000 for each person and occurrence and \$50,000 for property damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$50.00;

(5) Subject to MMC 9.20.080, such permit shall be issued if the application meets the requirements of Chapter 70.77 RCW and all ordinances of the city of Marysville within the earlier of 30 days after the receipt of the application or by June 10th of the calendar year. (Ord. 2737 § 1, 2008; Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

9.20.080 Action by city council.

Upon seven days’ advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. No more than eight fireworks stands shall be permitted within the city limits. The decision of the city council with respect to an application shall be final. (Ord. 2737 § 1, 2008; Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

9.20.090 Issuance of – Nontransferable.

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant, who thereafter shall be the permittee. The permit shall be for a term of one year. No permit shall be transferable without express approval by the city council. (Ord. 2737 § 1, 2008; Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

9.20.110 Operation of fireworks stands.

The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the

9.20.120

public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 2737 § 1, 2008; Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

9.20.120 Temporary fireworks stand specifications.

All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state-wide standards, in which event the state-wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall ensure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state-wide standards issued by the State Director of Fire Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2737 § 1, 2008; Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

9.20.125 Enforcement – Revocation of permit.

The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compli-

ance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 2737 § 1, 2008; Ord. 1235 § 7, 1982).

9.20.130 Penalties for violations.

(1) Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding \$1,000, or by imprisonment in the jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked.

(2) Any person violating portions of this chapter specifically designated by this chapter or by RCW as gross misdemeanor or misdemeanor, upon conviction shall be guilty and punished for gross misdemeanor by a fine not to exceed \$5,000 or by imprisonment in jail for a period not to exceed 365 days or by both such fine and imprisonment; for misdemeanor by a fine not to exceed \$1,000 or by imprisonment in jail for a period not to exceed 90 days or by both such fine and imprisonment.

(3) Civil Infraction.

(a) Violations involving possession or discharge of small quantities of fireworks, unless specifically designated in this chapter or RCW as gross misdemeanor or misdemeanor, is a civil infraction, and may be cited as a "civil infraction."

(i) Upon finding that a violation has been committed the person committing the act shall be assessed an amount not to exceed \$500.00 plus applicable statutory assessments.

(ii) Such penalty is in addition to any other remedies or penalties specifically provided by law; nothing in this section precludes the charging of a misdemeanor or gross misdemeanor crime as defined under this chapter or RCW.

(iii) Three or more of said "civil infractions" within any consecutive two-year period of time shall be cited as a misdemeanor as set forth in subsection (1) of this section.

(b) "Civil infraction" has the meaning given that term by Chapter 7.80 RCW, the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") and any local rule adopted by the Marysville municipal court. (Ord. 2737 § 1, 2008; Ord. 479 § 13, 1962).

**COMMON FIREWORKS MAY BE
DISCHARGED IN
THE CITY OF MARYSVILLE:**

JULY 4th ONLY

9:00 AM TO 11:00 PM

**COMMON FIREWORKS MAY BE
DISCHARGED IN
THE CITY OF MARYSVILLE:**

JULY 4th ONLY

9:00 AM TO 11:00 PM

**COMMON FIREWORKS MAY BE
SOLD IN THE CITY OF
MARYSVILLE:**

**JUNE 28th: NOON – 11:00 PM
JUNE 29th THROUGH JULY 4th:
9:00 AM – 11:00 PM
ONLY**


**COMMON FIREWORKS MAY BE
SOLD IN THE CITY OF
MARYSVILLE:**

**JUNE 28th: NOON – 11:00 PM
JUNE 29th THROUGH JULY 4th:
9:00 AM – 11:00 PM
ONLY**

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: Surplus City equipment	AGENDA SECTION:	
PREPARED BY: Tonya Miranda, Administrative Services Manager	APPROVED BY: 	
ATTACHMENTS: Surplus Resolution		
	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT: TBD	

DESCRIPTION:

The attached Resolution identifies equipment for which the City has no further public use or necessity. The following is a brief explanation for selling or disposing of the items:

Teac double-cassette deck belonging to the Police Department was replaced with newer equipment.

Sensormatic time-lapse VCR belonging to the Police Department was replaced with newer equipment.

Two Polaroid cameras belonging to the Police Department were replaced with newer equipment.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the Resolution declaring items of personal property to be surplus and authorizing the sale or disposal thereof.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING
CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS
AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

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

The items of personal property listed below are hereby declared to be surplus
and are of no further public use or necessity.

City Asset #	Item Name	Quantity	Make	Model #	Serial #	Disposition
	Double Cassette Deck	1	Teac	W-790R	0680495	Operational
	Time Lapse VCR	1	Sensormatic	RV-2424	26552243	Operational
	Polaroid Camera	2	Polaroid	Spectra	N/A	Operational

The City is hereby authorized to sell or dispose of the above referenced items in
a manner, which in the discretion of the Administrative Services Manager nets
the greatest amount to the City.

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

CITY OF MARYSVILLE

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

DRAFT - CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville Amending the 2010 Budget and providing for the increase of certain expenditure items as budgeted for in Ordinance No. 2798 and Amending Ordinance No. 2814.

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

Section 1. Since the adoption of the 2010 budget by the City Council on November of 2009, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures. The following funds as referenced in Ordinance No. 2798 and Amending Ordinance No. 2814 are hereby amended to read as follows:

Fund Description	Fund No.	Est. Beg. Fund Bal. & Revenue Adj.	Appropriations Adjustment	Ending Fund Balance Adjustment
General Fund	001	90,000	90,000	-
Streets	✔ 101	20,000	20,000	-
Overlay	✔ 102	100,000	100,000	-
Tribal Gaming	✔ 104	15,700	15,700	-
KB Senior Center	✔ 106	13,000	13,000	-
Fleet Services	✔ 501	709,500	709,500	-
Information Services	✔ 503	93,840	93,840	-
Solid Waste	410	472,000	472,000	-
Total Budget Adjustment		\$ 1,514,040	\$ 1,514,040	\$ -

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 2798 shall remain in full force and effect, unchanged.

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2010
Amendment Account Detail

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund			
CTED Grant - awarded but not funded	(30,000)	(30,000)	-
Revenue Adjustment	120,000		120,000
Transfer to Streets		120,000	(120,000)
Add HR Specialist II Position		35,000	(35,000)
Floater Position hired earlier than budgeted		29,660	(29,660)
Budgeted positions vacant for first half		(69,660)	69,660
116th Bridge Barricade		5,000	(5,000)
Total General Fund	90,000	90,000	-
Tribal Gaming - Fund 104			
Holding Cell Surveillance Cameras - 2009 Carry Over		6,800	(6,800)
Jail Cameras - 2009 Carry Over	-	8,900	(8,900)
Adjust Beginning Fund Balance	15,700		15,700
Total Tribal Gaming	15,700	15,700	-
KBSCC - Fund 108			
Computers/Furniture	13,000	13,000	-
Parks Construction - Fund 310			
Bayview Trail	50,000	50,000	-
Total Parks Construction Fund	50,000	50,000	-
Streets - Fund 101			
Overlays		100,000	(100,000)
88th & 116th Striping		20,000	(20,000)
Transfer in from GF	120,000		120,000
Total Streets	120,000	120,000	-
Solid Waste - Fund 410			
2 Solid Waste Trucks	472,000	472,000	-
Total Solid Waste	472,000	472,000	-
Fleet Maintenance - Fund 501			
Ford F250 (Utilities)		37,000	(37,000)
Chevy Colorado (Utilities)		22,000	(22,000)
Ford Ranger (Utilities)		23,500	(23,500)
Tractor Mower with Extended Arm		155,000	(155,000)
2 Solid Waste Trucks		472,000	(472,000)
Xfer from Utilities/Streets/Soild Waste to fund vehicle purchase	709,500		709,500
Total Fleet Maintenance	709,500	709,500	-
Information Services - Fund 503			
Add in System Analyst Position - Approved in 2010 budget		93,840	(93,840)
Computer Services Internal Service Fund Charges	93,840		93,840
Total Information Services	93,840	93,840	-
GRAND TOTAL	1,564,040	1,564,040	-

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2010

AGENDA ITEM: Water Evaporation Allowance for Commercial Laundries	AGENDA SECTION: New Business
PREPARED BY: Allena Olson, Financial Analyst	APPROVED BY:
ATTACHMENTS: • Proposed Ordinance	
	MAYOR CAO
BUDGET CODE: N/A	AMOUNT: N/A

DESCRIPTION:

Commercial Coin Operated Laundries within the City of Marysville request a water evaporation allowance of 5% on sewer use rates.

Sewer use rates for Commercial Coin Operated Laundries are determined by metered water usage. Water evaporation that occurs during the laundering process results in a decreased impact on the sewer system.

The national Coin Laundry Association has determined through numerous studies that a 5% reduction in sewer rates is a reasonable average for water evaporation allowance.

This allowance will result in an annual revenue loss of approximately \$600.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the ordinance revising section 14.07.070 of the Marysville Municipal Code.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION 14.07.070 OF THE MARYSVILLE MUNICIPAL CODE TO INCLUDE A SEWER USE RATE REDUCTION FOR COMMERCIAL LAUNDRIES.

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

Section 1. Marysville Municipal Code is hereby amended to read as follows:

14.07.070 Sewer rates.

(1) Definitions.

(a) The normal "billing period" shall be a two-month cycle and shall be that period falling between two consecutive water meter read dates. Charges for periods of less than two months shall be prorated; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the rate shall be one-half that set forth in the bimonthly rate schedule.

(b) "City rates" are those which shall be charged to all properties connected to the sewer system which are located within the city limits of Marysville.

(c) "UGA rates" are those which shall be charged to all properties connected to the sewer system which are located outside of the city limits of Marysville but are within the urban growth area of the city of Marysville or that portion of the city of Arlington urban growth area which Marysville has agreed by interlocal agreement to provide service.

(d) "OUGA rates" are those which shall be charged to all properties connected to the sewer system which are located outside the Marysville city limits and outside the area where UGA rates apply.

(e) "Single-family residences" shall refer exclusively to detached single-family dwelling units.

(f) "Multiple residential units" shall be defined as attached dwelling units which share a common water meter, including duplexes, townhouses, apartments, and condominiums, and shall be defined as including mobile home parks.

(g) "Commercial/industrial" refers to all nonresidential land uses which are not specifically itemized or defined as being included within other classifications.

(h) "Satellite system rate" refers to that rate charged to the city by Lake Stevens Sewer District for the "overlap" area as described in the interlocal agreement between the parties dated April 22, 1999, plus an administrative overhead cost of 15 percent.

(2) Calculation of Commercial/Industrial Sewer Rates. Commercial/industrial sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading and the strength of the discharge as measured by total suspended solids (TSS) and biochemical oxygen demand (BOD); provided, that a property owner may, at his own expense, arrange the plumbing on commercial premises so as to separate water which will be discharged into the sewer system from water which will not be so discharged, and a separate meter shall be installed to measure the amount of actual sewage discharged. In such a case the sewer rate shall be based only on the actual sewer use. The installation of such plumbing and meters must be inspected and approved by the city utility department.

Where a commercial property is connected to sewer service but not to water service, the city council shall determine the sewer rate to be charged on a case-by-case basis, using an estimated figure for water consumption.

(3) Sewer Rates. Sewer rates are established as follows:

Classification	Effective 1/1/2010			Effective 1/1/2011*		
	City Rate	Rural Rate	Outside UGA Rate	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$70.44	\$105.66	\$140.87	\$73.55	\$110.33	\$147.11
Multiple residential units per unit	\$66.98	\$100.47	\$133.96	\$69.94	\$104.91	\$139.88
Hotels/motels per unit	\$49.34	\$74.01	\$98.68	\$51.52	\$77.28	\$103.04
Commercial Minimum	\$70.44	\$105.66	\$140.87	\$73.55	\$110.33	\$147.11
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.54	\$2.31	\$3.08	\$1.54	\$2.31	\$3.08
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.12	\$3.18	\$4.24	\$2.12	\$3.18	\$4.24
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$2.71	\$4.07	\$5.43	\$2.71	\$4.07	\$5.43
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$3.29	\$4.94	\$6.59	\$3.29	\$4.94	\$6.59
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$3.88	\$5.81	\$7.75	\$3.88	\$5.81	\$7.75
Class 6 (501 to 1,000 mg/l) per 1,000 gallons	\$5.63	\$8.45	\$11.26	\$5.63	\$8.45	\$11.26
Overnight camping						
Individual connections per unit	\$49.34	\$74.01	\$98.68	\$51.52	\$77.28	\$103.04
Other connections each	\$66.98	\$100.47	\$133.96	\$69.94	\$104.91	\$139.88
Schools						
Minimum	\$70.44			\$73.55		
Per 1,000 gallons	\$4.00			\$4.18		
Restaurants w/o grease trap surcharge	\$3.53			\$3.53		

*The rates effective January 1, 2010, include but are not limited to a two percent adjustment authorized pursuant to MMC [14.07.075](#). The rates effective January 1, 2011, do not include the two

percent adjustment authorized pursuant to MMC [14.07.075](#). Any adjustment may be made at a later date.

(4) Calculation of Sewer Rates for Mobile Home Parks. The total sewer bill for mobile home parks shall be calculated by applying the rate schedule above to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, the sewer bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this section and MMC [14.07.060](#), as such sections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged \$3.53 per 1,000 gallons.

(6) Satellite System Rate. Notwithstanding any other rate established by this section, for that area defined as the satellite system area, the city shall charge the same rate as charged by Lake Stevens Sewer District plus an administrative fee of 15 percent. This rate shall be in effect for such properties until such time as the city's sewer collection system is constructed and sewer flows are diverted from the Lake Stevens Sewer District system to the city's sewer collection system.

(7) Calculation for Sewer Rates for Schools. Schools' sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided, if the water service is supplied to a school by other than the city of Marysville water system, the school district shall notify the city billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated.

(8) Rate Relief. Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to Chapter [3.63](#) MMC.

(9) Sewer Rate reduction for Commercial Coin Operated Laundries. Commercial Coin Operated Laundries shall receive a 5% reduction of city sewer use rates for decreased impact on sewer systems as a result of water evaporation. (Ord. 2816 § 1 (Exh. A), 2010; Ord. 2815 § 2, 2010; Ord. 2758 § 2, 2008; Ord. 2727 § 2, 2007; Ord. 2680 §§ 2, 3, 4, 2006; Ord. 2620 §§ 2, 3, 4, 2006; Ord. 2548 §§ 2, 3, 4, 2004; Ord. 2531 § 2, 2004; Ord. 2457 § 2, 2002; Ord. 2394 § 2, 2001; Ord. 2347 § 1, 2000; Ord. 2284 § 1, 1999; Ord. 2130 § 2, 1997; Ord. 2117 § 3, 1997; Ord. 2109 § 2, 1996; Ord. 1840 § 2, 1991; Ord. 1809 § 2, 1990; Ord. 1798, 1990; Ord. 1434, 1985).

Section 2. Severability. If any section, subsection, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This ordinance, shall take effect and be in full force July 5th, 2010.

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date: _____