



CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

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

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

in the
George Gilbertson Boardroom
1601 Avenue D

TUESDAY
February 7, 2017
7:00 p.m.

AGENDA

*Estimated
time*

- 7:00 1. **CALL TO ORDER**
- a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVE AGENDA** contents and order
3. **APPROVE MINUTES** of the meeting of:
- a. January 17, 2017 Workshop (P.1)
 - b. January 17, 2017 Regular Meeting (P.5)
 - c. January 24, 2017 Special Meeting (P.19)
 - d. January 31, 2017 Special Meeting (P.23)
- 7:05 4. **CITIZEN COMMENTS** - *Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.*
- 7:15 5. **PRESENTATIONS**
- a. **ADMINISTER** Oath of Office to Newly Appointed Councilmember, Jason Sanders
 - b. **INTRODUCE** New Employee, Sergeant Mike Martin
- 7:25 6. **DISCUSSION ITEM** – City Website Redesign - (P.25)

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- 7:40 7. **CONSENT ITEMS**
- a. **AUTHORIZE** payment of claim warrants #60118 through #60226 in the amount of \$882,134.80, and payroll checks #15190 through #15206 in the amount of \$413,072.25 issued since the last regular meeting (P.27)
 - b. **REAUTHORIZE** Planning Commission – **PASS** Resolution 1356 (P.39)
 - c. **REAUTHORIZE** Design Review Board – **PASS** Resolution 1357 (P.43)
 - d. **REAUTHORIZE** Public Safety Commission – **PASS** Resolution 1358 (P. 47)
 - e. **AUTHORIZE** City Manager to Sign a Contract with BHC Consultants for CSO Separation Project – Phase 2A (P.51)
 - f. **ACCEPT** Reservoir No. 2 Pressure Reducing Valve Project Closeout (P.61)
 - g. **AUTHORIZE** City Manager to Sign Professional Services Agreement with Agile IT for Consultant Services to Migrate and Deploy Email to Office 365 (P.63)
- 7:50 8. **OTHER BUSINESS/INFORMATION ITEMS**
- 8:00 9. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 8:10 10. **MANAGER’S COMMENTS**
- 8:20 11. **MAYOR’S COMMENTS**
- 8:30 12. **EXECUTIVE SESSION** – Pending Litigation
- 9:00 13. **ADJOURN**

NEXT MEETING: Tuesday, February 21, 2017, regular meeting at 7 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

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

This organization is an Equal Opportunity Provider.

AGENDA ITEM 3a

**Snohomish City Council Workshop Minutes
January 17, 2017**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council Joint Workshop with the Planning Commission to order at 6:02 p.m., Tuesday, January 17, 2017, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

COUNCILMEMBERS PRESENT

Derrick Burke
Karen Guzak, Mayor
Tom Hamilton
Michael Rohrscheib
Lynn Schilaty

COUNCILMEMBERS ABSENT

Dean Randall

STAFF PRESENT

Pat Adams, City Clerk
Brook Eidem, Associate Planner
Debbie Emge, Finance Director
John Flood, Police Chief
Glen Pickus, Planning Director
Steve Schuller, Deputy City Manager/PW Director

PLANNING COMMISSION PRESENT

Hank Eskridge
Christine Wakefield Nichols (*Arrived at 6:10 p.m.*)
Laura Scott
Van Tormohlen

2. **DISCUSSION ITEM - REVIEW** and **DISCUSS** the 2016 Annual Report and 2017 Work Program

Mayor Guzak gave introductory remarks and said the evening's discussion would center on the Planning Commission's Annual Report and Work Program. Everyone around the table introduced himself or herself.

Mr. Pickus stated three objectives would be accomplished tonight. One is a 2017 Council goal, which is to, "Establish an ongoing invitation to community organizations and City boards and commissions to review their annual goals with the City Council to enhance collaboration and coordination." The joint workshop with the Planning Commission meets this goal. The annual report is addressed in Snohomish Municipal Code 2.16.060, which requires the Planning Commission provide an annual report to the City Council on its previous year's activities. The Planning Commission's work program is for guidance and planning purposes only. In the work program, the Commission and staff are projecting which projects the Planning Commission will be engaged with in 2017, and how long it is expected for each project to be processed. The work program does not bind the Planning Commission. The work program should be viewed as a living document that through the year will adjusted and modified.

Mr. Eskridge stated despite the change of leadership at City Hall in the Planning Department, 2016 was a productive year and the change was seamless. He noted some projects which stood out for him included considering a code amendment that created a new land use called "community-based theaters" which allowed the Commission to develop a special use for historic buildings.

Ms. Scott noted an important issue for her was the wireless telecommunication facilities regulations. She stated it was a very hard process with a lot of community input and emotion.

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Mr. Eskridge noted the process was meaningful, but technology is rapidly changing.

Mr. Pickus stated the City has joined a consortium to assist in regulating cell technology. The Snohomish Code currently addresses small cell facilities.

Mayor Guzak said the City is in a good position to address changing technology as a member of the consortium. The Code that was passed helps the City in cell tower design. She noted there will be no cell towers in public parks. However, it doesn't prevent cell towers from coming to the City.

Mr. Tormohlen stated his understanding is the public did not feel they were properly notified. He believes the notification process was also addressed with enhanced City communication methods.

Mr. Pickus reviewed the Planning Commission's 2017 Work Program projects, which is not in order of priority and includes:

- Updating the Shoreline Master Program
- Code amendment ordinance for Development Agreements
- Code amendment to clarify fencing regulations
- Code amendment to bring vesting regulations into conformance with recent court decision
- Code amendment to reduce the window for when construction noise is allowed
- Categorical exemptions for minor new construction under SEPA rules
- Code amendment to make the annual docketing process more formal
- Code amendment to reduce the number of types of permits to improve efficiency
- Clarify and reestablish the relationship between the Title 14 and the Comp Plan
- Code amendment to formalize the process to publicly notice development code adoption
- Updating Critical Areas Code (first half of 2018)

Mayor Guzak asked about fencing and construction noise. She recalled citizen comments related to these topics.

Mr. Pickus responded the fencing issue is fairly straightforward to resolve. He is working on amending a section of the code which is a matter of simple clarification. The Council provided clear direction on the matter of construction noise, which entails modifying the time frame when it is allowed.

Mayor Guzak asked about development agreements and if the City currently has proposed language for these agreements.

Ms. Eidem responded she has obtained some excellent template language and will incorporate this into a draft for the Planning Commission's review in February. The draft language is currently under internal staff review.

Mr. Pickus commented development agreements would only be used for very large projects. Snohomish Station would have been ideal for this. If the mill site ever became part of the City, the City would likely want a development agreement.

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Councilmember Rohrscheib asked about the Noise Ordinance and the neighborhood by Fred Meyer. The neighborhood residents stated the developer promised shrubbery and trees for noise reduction. He asked if a development agreement would have helped in this situation.

Mr. Pickus responded the development agreement would cover the rules about operation.

Councilmember Rohrscheib wanted to know if the City can go back and determine what was promised by the developer and what has or hasn't happened.

Mr. Pickus stated there is nothing official in the file. However, staff made contact with Fred Meyer's Real Estate Division in Portland, Oregon. He is informed Fred Meyer has adjusted their schedule and are not doing deliveries between 11:00 p.m. and 5:00 a.m. Staff now has a contact and phone number with Fred Meyer. Mr. Pickus has emailed the complainants and advised them of this information.

Ms. Emge mentioned that the Snohomish County yard might be another potential use for a development agreement.

Mayor Guzak asked about vesting and the recent court decision.

Mr. Pickus noted a recent court case found that vesting rights only applied to building permits, subdivisions, and development agreements, unless another permit type is specifically addressed in the Code. The proposed amendment to be reviewed by the Planning Commission would create regulations in the Snohomish Municipal Code to allow for development agreements.

Councilmember Rohrscheib stated he is the Council liaison to the Public Safety Commission. The Commission would like to branch out and attend other board and commission meetings for networking and to become familiar with other City boards and commissions' work plans. He asked if any Planning Commissioners would be interested in attending a Public Safety Commission meeting.

Mr. Pickus stated the Planning Commission will discuss Councilmember Rohrscheib's request at their next regular meeting.

Councilmember Rohrscheib asked the Planning Commission what their feeling is on the Hal Moe building site.

Ms. Scott responded the Commission is awaiting the Hal Moe Pool Advisory Committee to present their ideas.

Mayor Guzak responded the overall use would be a multi-purpose community use facility. The Hal Moe Pool Advisory Committee has a wide array of suggested uses in that regard. The architect will assist in determining what is feasible and what is not feasible for the site and what those related costs might be.

Mr. Schuller stated he believes the architect will bring back their conceptual recommendations in June 2017, with possible recommendations to re-purpose the building into a multi-functional community facility, which would be fairly affordable and eligible for capital grants, or some enhanced variation of that use. The other concept would be to knock it down and make it an outdoor park. Those are three concepts the citizen committee has

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directed the architect to explore. There will be several joint meetings to discuss recommendations and to expedite this process.

Mayor Guzak shared the Council's 2017 Goals with the Planning Commission:

- Develop a sustainable, five-year financial plan that balances projected revenues and expenditures.
- Analyze sustainable budget strategies to support parks operations.
- Attract more living wage jobs for the community and increase tax revenues through continued economic development.
- Collaborate with agencies in the region for development of rails and trails that serve Snohomish.
- Create a plan for redevelopment and new uses of the Hal Moe Pool property.
- Implement approved enhancements to the City's open government, public communication and civic engagement programs.
- Establish an ongoing invitation to community organizations and City boards and commissions to review their annual goals with the City Council to enhance collaboration and coordination.
- Support land uses that encourage, expand and enhance economic development opportunities in the community.
- Partner with organizations to develop affordable housing projects, including senior affordable housing.

Mayor Guzak thanked the Planning Commission for their hard work and valuable partnership with the City Council.

3. **ADJOURN** at 6:55 p.m.

APPROVED this 7th day of February 2017

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Pat Adams, City Clerk

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**Snohomish City Council Meeting Minutes
January 17, 2017**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, January 17, 2017, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

COUNCILMEMBERS PRESENT

Derrick Burke
Karen Guzak, Mayor
Dean Randall
Michael Rohrscheib
Lynn Schilaty

STAFF PRESENT

Pat Adams, City Clerk
Brooke Eidem, Associate Planner
Debbie Emge, Finance Director
John Flood, Police Chief
Yoshihiro Monzaki, City Engineer
Glen Pickus, Planning Director
Steve Schuller, Deputy City Manager/PW Director
Grant Weed, City Attorney

COUNCILMEMBERS ABSENT

Tom Hamilton

MOTION by Rohrscheib, second by Schilaty to excuse Councilmember Hamilton. The motion passed unanimously (5-0)

2. **APPROVE AGENDA** contents and order.

MOTION by Randall, second by Rohrscheib, to approve the agenda as presented. The motion passed unanimously (5-0).

3. **APPROVE MINUTES** of the January 3, 2017 workshop and regular meetings.

MOTION by Rohrscheib, second by Burke, to approve the minutes of the workshop and regular meeting. The motion passed unanimously (5-0).

4. **CITIZEN COMMENTS** on items not on the Agenda

Mayor Guzak welcomed the citizens to the meeting and discussed the procedures for providing citizen comments.

Morgan Davis, 206 Avenue I, commented on the trial location for the City Council meeting held on January 3, 2017. The 1910 Carnegie building is a poor place for Council meetings. It is not insulated, nor heated. Walls and ceilings contain asbestos and it would cost a fortune to insulate them. Meanwhile, the heating and air conditioning utility bills would be astronomical. There is no back door and the front stairs are inconvenient to the public, even with an expensive stair lift contraption. The small second floor location feels claustrophobic, even if the City adds a back door and fire escape stairway. Just think what \$230,000 would get the City, if they instead renovated the ground level, sturdy brick 1968 annex. This 5,000 square foot building would accommodate way more citizens, and is already ADA friendly. The only reason Sno-Isle Libraries vacated it was because it wasn't big enough for their current needs, so they built a new \$8 million library at Fourth and Maple. The annex is a perfect place for City Council Chambers. \$230,000 will be more than enough to make it a superior alternative to the 1910 building. Even the City-owned Senior Center at Fourth and Maple is a superior alternative to the 1910 Carnegie building for bi-monthly Council meetings. Finally, he heard through the grapevine, an elderly lady that attended the January 3 Council meeting caught a cold which developed later into pneumonia. Even though the

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Carnegie Foundation still claims they are going to privately raise \$3-4 million to restore the 1910 building, plus add a new annex, and then destroy the 1968 annex for a lawn – they have only \$1,000 in their bank account after 11 years of fund raising. So, it looks to him like it will be the City taxpayers on the hook to cough up \$4 million to complete the Foundation's Master Plan. They have seven phases. Only one has been completed. He asked the Mayor to curb her enthusiasm for the 1910 Carnegie site and look for better alternatives to hold Council meetings.

John Kartak, said regarding Proposition 2, Mayor Guzak continues to complain about bitter division among the people, while thanking the current form of government for making Snohomish so wonderful. This is conflicting and deserves correction. It is unfair and shows poor leadership for her to characterize our town as bitter or divisive. Snohomish is wonderful because of the people. Always has been. Always will be. Government cannot define our town. Only people can. This isn't a tyranny. Government's job is to represent us, not to rule over us. For example, the City has a ban on cell phone towers in our parks, not because of Council, but because the people demanded this ban. If it weren't for the people, a 100 foot tall tower was already scheduled to be erected right there in the middle of Averill Field. But two days ago, Mayor Guzak took credit for banning cell phone towers in parks. Yesterday, she claimed that Snohomish exceeds other jurisdictions in embracing open government policies. Weeks ago, when David Clay asked Councilman Wilde about his unlawful status, Mayor Guzak quickly answered for him with false information and encouraged Mr. Wilde not to respond. Is this open government policy? Did any Council person speak up for Mr. Clay? No. Mr. Kartak gets it. He really does. Nobody enjoys being the bad guy, but Mr. Clay was stepping outside his comfort zone. Mr. Kartak does it all the time – and no, it is not fun. It's duty. He counts several of the Councilmembers as friends and all of them as neighbors, but there is an entire town that needs authoritative voices of transparent representation. One Councilmember spoke up to assure the people that there is no secret handshake going on – explaining that no notes are being passed among Council. This was said without realizing that a majority of them were passing secret notes to each other. It's caught on video. Mayor Guzak was one of the note passers. Transparency is not what defines this model of leadership. He doesn't believe anyone in the room is evil. We are all human, but failure for government to be transparent or to represent the people is unacceptable. This is an announcement. Mr. Kartak is going to sign up for consideration regarding the vacant Council position. While every Council person probably regrets his presence right now, he does come with at least one qualification the Council should consider, he is a watch dog. Furthermore, he has thick skin. He knows how to keep business matters business, and personal matters separate. As a watch dog, his objective would be to speak up on behalf of the people for the sake of representation and government transparency. With only months remaining to define their legacy, maybe it is time for Council to extend an olive branch. Here is his – like him or hate him, he is willing to help - even to be a lone voice that nobody wants to be, but perhaps everyone needs.

Mike Coombs, stated he noticed on the reader board at City Hall in the middle compartment what appeared to be an advertisement for a book. It had a large picture and had an author, photographer and others listed, and a website to go to at the bottom. He went to the website. It seemed to be much less about a book than about a man. He searched the Secretary of State's website for a corporation name and the Department of Licensing and got nothing. He went back to the website, dug around some more and noticed that payments were sent to 230 Avenue B. That was a familiar address – the old Catholic church. When he clicked on "donate", it gave a new title, Puppet Soup doing business as, Snohomish Stories. This information was verified on the Washington State Secretary of State's website. He is here tonight wondering why City facilities were being used to support a non-profit run by one of

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our Councilmembers, Karen Guzak and Warner Blake, her significant other. Karen is the president of Puppet Soup and Warner Blake is the treasurer. He wishes them well on the book and all the donors - some listed as Board of Angels. He wishes them well too. It is neat that they donated to an organization and project they believe in. But, he feels differently and by using City facilities to promote such a cause makes him a contributor to the non-profit. He is a tax paying citizen and City resources are providing promotional value to a charity he would otherwise not donate to. It is not too difficult for this non-profit to do their work outside of the City government realm. Mr. Coombs promptly went to guidestar.com to vet this non-profit. It appears its last IRS Form 990 was filed in August 2014 for tax year 2012. 2013, 2014, 2015 had no filings present. He questioned why the City is promoting a non-profit which has not been actively filing their 990 Form to the IRS and why doesn't the City know about the charity they are promoting? Why don't they have this information? The City could have gone to GuideStar as easily as he did. This Puppet Soup dba Snohomish Stories appears to be inactive and maybe out of compliance with the IRS filings, and the City is essentially partnering with this charity. He noticed today that the reader board information has been removed. He believes the information has been displayed for several months where he saw it this past summer. He hopes the City will eliminate future charity postings if in fact they do not even have a process to vet postings using City resources.

Citizen Comments: Closed

5. ACTION ITEMS:

- a. **AUTHORIZE** City Manager to Sign a Contract with ARC Architecture for the Hal Moe Building Remodel Project

Mr. Yosh Monzaki, City Engineer stated in December of 2015, the City Council appointed the Hal Moe Pool Advisory Committee to determine the future of the Hal Moe pool building through a master planning process. The Committee has met monthly since January 2016. The meetings are open to the public. During the meetings, the committee has discussed different aspects of the Hal Moe pool site, including the historical use of the site and building, possible future uses and opportunities for the site and other related topics. In addition to City staff, guest speakers from the Department of Ecology, YMCA, Boys and Girls Club and the Snohomish Affordable Housing Group were invited to talk to the committee. During the summer, one of the meetings was held at the Hal Moe pool site parking lot to gather additional comments from the public. The next step in this process is to begin a conceptual design for a multi-use, multi-generational, and multi-ability level facility. A Request for Proposals was advertised in September. Eleven architectural firms submitted proposals to the City. Four were selected to be interviewed. Interviews were conducted in December. Members of the Hal Moe Pool Committee, Parks Board, and City staff were on the interview panel.

ARC Architects was selected based on their experience with public facilities and their ability to work with the public. They have completed projects for the cities of Mukilteo, Fircrest, Auburn and Port Townsend.

The City's 2017 Capital Improvement Plan Budget has \$150,000 identified for the Hal Moe pool site redevelopment project. \$50,000 has been allocated for this contract to develop three alternative conceptual designs and cost estimates to each of the alternatives. Multiple meetings are included in the scope of work to review the conceptual designs with the Hal Moe Pool Committee, Parks Board and City Council at various stages of the conceptual design process. The conceptual design phase is expected to be completed by this summer.

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Mayor Guzak appreciates the staff report and the work provided by ARC Architects. ARC provided a very effective and professional presentation.

Councilmember Rohrscheib stated he has gone back and forth on this project for quite a while. As much as he knows the City could benefit greatly from a lot of the possibilities of this property, he does not feel the City should spend any more money on it. He wants it torn down and grass planted there. In the future, the City can look at doing something else. From a financial standpoint, he doesn't think it is necessary to invest a lot of money in it.

Citizen Comments:

Morgan Davis, 206 Avenue I, stated the City is going to spend \$150,000 on three building options for an architect on a civic community center. At the last Council meeting, the Council authorized \$230,000 for a City civic center at the Carnegie. The Hal Moe Building may end up costing \$9 million. For once, he agrees with Councilmember Rohrscheib – don't waste another dime on this. The Council is not consistent or logical. The City has the Senior Center, the Grange, the Carnegie, the annex, and now it has the Hal Moe. The Council is putting all this money in for a meeting space and the School District would probably let the City have ten meetings out of twelve there. This doesn't make sense. Just think what \$230,000 could do for rent at the Senior Center for meetings. That's a perfect place. It's warm. It's nice. It's air conditioned in the summer. It's larger than that drafty old 1910 building.

Mary Pat Connors, stated she is one of the members of the Hal Moe Pool Committee. This was a well-designed process by Denise Johns that took them from January 2016 until now. They have heard from the previous Planning Director Owen Dennison. They have listened to the Public Works Director Steve Schuller. They have listened to Warner Blake talk about the history of the property. They have listened to a site planner and a water quality person. They have listened to numerous citizens who came to express their desires. They have listened to Debbie Emge. They have listened to Tammy Dunn, the Sports Development Manager for the Snohomish County Tourism Bureau, and Marci Volmer, the Boys and Girls Club Director, and Bob Dvorak, former head of the Senior Center. They have listened to Larry Bauman and Jennifer Olson, the former Finance Director. Ms. Olson took them through all the financial issues. They have listened to the Snohomish Affordable Housing Group. For a full year, the citizens committee has been working discussing the future of this property. What she thinks it has come down to is that it can't stand the way it is. There are probably three different options to be done there. They have had many architectural companies speak to the committee about what they would like to do. There were eleven at the beginning. She looked at each of them online and then looked again at the four the committee chose to talk to. The committee agreed the ARC Architects would be selected. This has been a long process that started well over a year ago. There were comments on the City's website talking about the needs of the City and this project. It's been a lot of work. They heard a lot. They have received a lot of information.

Mayor Guzak supports and appreciates all the hard work of Ms. Connors and the committee.

John Kartak, thanked Mary Pat Connors for all her work. He sees the Hal Moe Pool as a potentially contentious issue among a lot of different people. First of all, when the deed restriction was removed by the City Manager. His understanding is that it was

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removed without Council's understanding or knowledge. That tells him it was probably done illegally.

Mayor Guzak responded there is still a deed restriction at the Hal Moe site.

Mr. Kartak asked if the deed restriction is still intact in its current state.

Mayor Guzak replied that is correct.

Mr. Kartak asked if the 1923 deed restriction was altered by the School District.

Mr. Schuller responded there is the 1920s deed restriction that still applies to that particular parcel. When the School District owned the facility and then gave it to the City, there was a purchase and sale agreement restriction which restricts it to public uses. There are two different restrictions.

Mr. Kartak asked if maybe just keeping it as a swimming pool has ever been considered as one of the three ideas. There are other towns Snohomish's size who have two different pools because sometimes there are mature people that might not feel comfortable using lanes where a bunch a kids are playing around.

Mike Coombs, stated it was 1924 when the Snohomish Playgrounds Association donated that site to the City. They donated with a specific purpose, and in 2013, the Snohomish School District cannot undo the original deed restriction. He has done some research and had an attorney do some research on this matter. He concurs with Councilmember Rohrscheib. He thinks the best case right now would be to tear the building down. He would like to see it for playground purposes only. Mr. Coombs doesn't think that is too difficult. If the City wants a center for a multi-generational use, he thinks there are other avenues to do that. These gentlemen raised the money and purchased this property from the couple in San Diego for playground purposes. He doesn't know why that is so difficult to do. This is an eyesore and he thinks tearing it down would be a really good move.

Janet Kusler, stated there has been a process that the City and staff put together. In honor of transparency, that process was open and there were people involved in the process. She appreciates the comments people have today. She also hopes the Council listens closely to the comments of a committee that has spent hours and hours working on a project that is important to not only the people within the City limits, but also for those who consider themselves Snohomish-ites even though they live outside the City limits. There was a process, which she thinks was really valuable and she thinks the Council received really good input and she appreciates the other comments. Hopefully, when other issues come up and there are committees to be involved in, everyone can be involved from day one.

Citizen Comments: Closed

Councilmember Schilaty stated before the Hal Moe Committee was formed, there was a questionnaire that went out to the citizens about how they felt about the Hal Moe site. Her recollection from that survey is there was an interest to create a public facility, which is what led to the Hal Moe Committee. It has been a full year process with the committee, and going back about two years, an evaluation was conducted by staff concerning the building's stability and what is salvageable from the building. Council

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learned there is about \$500,000 worth of salvageable glulams in the building. To tear it down is a possibility and she thinks that is one of the options the feasibility study will consider. Through the process, there hasn't been an overwhelming desire by the citizens who have been involved throughout this process saying, let's not do anything. Let's tear the building down. People want to look at the possibilities of having it as a multi-purpose community center. That is how a public process works and that's what this public process has led the Council to. She thinks the Council should go forward with the recommendations of the committee that has worked so hard to see what is feasible. It's currently an eyesore. It's a property you don't want to drive by, but there is approximately \$500,000 worth of structure in there. That is significant. To tear it down and wait until later, it may not happen. She supports awarding the contract to ARC Architects.

MOTION by Schilaty, second by Burke, that the City Council **AUTHORIZE** the City Manager to sign and execute the Professional Services Agreement with ARC Architects in an amount not to exceed \$50,000 for the Hal Moe Building Redesign.

Councilmember Burke went to ARC Architects' website and they appear to be skilled and to know what they are doing, and he looks forward to seeing what concepts they come up with. It's the beginning of good project.

Councilmember Randall noticed ARC Architects' lists 14 projects they have completed design work on within their proposal. 10 of those projects have been built. They get a lot of their projects built. They are looking at three different options. The first one is the large building with the re-use of the glulams. A modest building is the second option, with the same glulams and the third option is a new building, which means the old building would have to go. He knows there are parts of the building that will need to be removed. It would be the locker area, which is in pretty sad shape, along with other areas. He supports this contract.

Councilmember Rohrscheib addressed Mr. Kartak's idea of having a second pool. He doesn't think that is a necessary option. When it comes to lap swimming at the Aquatic Center, there are already dedicated lanes on the deep end for lap swimming during all times, unless there is an event. There is no need for another pool.

Mayor Guzak is excited to be at this stage of the Hal Moe project. ARC Architects is a stellar company. The building is a huge asset. At 14,000 square feet, it's one of the third largest structures in all of Snohomish County. There is a lot of opportunity for developing the building for community use or possibly for regional use. There has been an effort to look toward sports and youth activities and ARC has hired a sports consultant to look at how the building might be used for sporting events. This is entirely congruent with the underlying deed and for youth and sports activities. She supports this contract with a lot of enthusiasm.

Councilmember Schilaty noted there is potential for outside funding.

Mayor Guzak stated there is the possibility for capital funding from Washington State, but there needs to be a design in place. There will be public outreach meetings also, and plenty of opportunity for citizens to provide feedback to the architect design team.

VOTE ON THE MOTION: The motion passed (4-1), with Rohrscheib voting nay.

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- b. **ACCEPT** the Planning Commission's 2016 Annual Report and 2017 Work Program.

Mr. Glen Pickus, Planning Director, stated there are two documents requiring Council approval, which includes the 2016 Planning Commission Annual Report. The report is required by Snohomish Municipal Code and outlines the Planning Commission's activities over the past year and requires the report be forwarded to the City Council.

The second document is the proposed 2017 Planning Commission Work Program. It provides a best guess on the projects the Commission will be working on this year. There is no code requirement for the Council to approve this document, but staff believes that since the role of the Commission is to advise the Council, ultimately, the Council has the final approval on their work program. As mentioned during the joint workshop held earlier in the evening, the work program should be not viewed as a binding document of what the Commission is going to accomplish in 2017, as that will not be the case. Projects will get delayed or dropped, and projects not on the list will get added, if the need arises. It should be viewed as a living document. The most significant project on the list is the update of the Shoreline Master Program. The project was started in 2010 and almost completed in 2012, and work stopped. Staff and the Planning Commission will pick it up where it was stopped and hopefully complete it, and bring back to Council for approval mid-year.

Citizen Comments: None

Citizen Comments: Closed

MOTION by Burke, second by Rohrscheib, that the City Council **ACCEPT** the 2016 Planning Commission Annual Report to the City Council and **APPROVE** the 2017 Planning Commission Work Program.

Councilmember Schilaty thanked the Planning Commission and the work they do. She felt the joint workshop was productive.

Mayor Guzak thanked the Planning Commission and the volunteers on all of the City Boards and Commissions.

VOTE ON THE MOTION: The motion passed unanimously (5-0)

6. DISCUSSION ITEMS:

- a. Historic District Design Standards Update

Ms. Brooke Eidem, Associate Planner stated she is accompanied by the Design Review Board (DRB) Chair Darcy Mertz Krewson and is there to provide Council with an update on the Historic District Design Standards project. The standards were adopted in 2000 and last updated in 2003. Through nearly ten years administering the design standards, the DRB and City staff have identified portions of the document that are working well, portions that are not, and portions that can be improved or expanded. Since 2012, the DRB has been working on this project as time is available from their primary task of reviewing development proposals.

Staff and the DRB review began with a "gap analysis" of the current standards. It was determined that the revised document should follow a new layout that addresses modifications to existing buildings separately from new construction. New language and

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images were then discussed for each section or chapter. At this time, the Board has completed new language and images for a majority of the sections.

Once all sections of the Historic District Design Standards have been reviewed and updated, the next step will be to begin the public process. The DRB proposes to begin outreach to various groups including architects, designers, sign makers, landscape architects, and business and property owners in the Historic District. Feedback will be solicited from each of these groups and discussed at regular meetings. This process is expected to take several months. The timeline will largely be dependent on the level of development applications requiring DRB review which takes away from time available for the Board to spend on this project. The City Council will be asked to review and adopt the final document by the end of 2017, or early 2018.

Mayor Guzak commented she is very excited to see this work being completed.

Citizen Comments:

Darcy Mertz Krewson, Chair, Design Review Board, stated she is very excited about the Historic District Design Standards changes. She believes the finished project will be much more user friendly, with more information provided to owners of historic buildings within the Historic District.

Fred Gibbs, President, Historic Downtown Snohomish, stated he would like to make sure their representatives will be invited to the DRB meetings.

Citizen Comments: Closed

Mayor Guzak thanked staff and the Design Review Board for the update and their work.

b. State of the Streets Report

Mr. Steve Schuller, Deputy City Manager/Public Works Director, stated he will cover four basic topics. The first two topics (below) will be discussed in detail at the February 7, 2017 Council Workshop led by City Engineer, Yosh Monzaki. The background and attachments for that workshop were provided to the Council in advance, to assist the Council in preparation. The topics are:

1. Transportation Benefit District (TBD) Priorities;
2. Vision Zero – “All Traffic Deaths Are Preventable”;
3. Regional Traffic Congestion; and
4. Autonomous Vehicles – Future Impact on Transportation and City Design.

Transportation Benefit District (TBD): Approved by voters in August 2011 with revenues from two-tenths of one percent (0.2%) local sales tax. The City has completed both TBD capital projects; 15th Street and Avenue D Roundabout, and 30th Street and SR9 Intersection Improvements. With capital projects completed, the City can focus on pavement preservation for the remaining five years of this TBD (2017 to 2021).

At the upcoming workshop, Council will review and approve the list of priority street segments for preservation funding. Below are the 2017 pavement preservation projects approved by the City Council this fall:

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1. **Bickford Avenue** (Weaver Road to SR9 Bridge) – Federal (Puget Sound Regional Council) Grant
2. **Lincoln Avenue** (Second Street to Southern City Limits) – State Transportation Improvement Board (TIB) Grant
3. **First Street** (Cedar Avenue to Lincoln Avenue) – State (TIB) Grant
4. **Avenue A** (Fourth Street to Fifth Street)

Council will have an opportunity, at least annually, to review and adjust the priorities. The next TBD re-authorization vote should be planned for approximately August 2021

Vision Zero – “All traffic deaths are preventable”: Research has shown that street signs alone do not change driver behavior to a significant degree. Cities must create a permanent change in driver behavior and focus (i.e. non-distraction) in specific zones where pedestrian and bicycle use is to be encouraged. The Council and staff have heard from many members of the community about several accidents (including one pedestrian death in 2006) and tangible danger to walkers in even our most pedestrian friendly areas of town.

In Seattle, for example, they have developed a “Vision Zero” program based on a global program. The plan is to end traffic deaths and serious injuries by 2030. One component of their plan is to reduce speed limits in key areas of the city. Our State Legislature passed a law in 2013 determining that “Cities and towns in their respective jurisdictions may establish a maximum speed limit of twenty miles per hour (20 mph) on a non-arterial highway within a residence or business district.”

How can our City “*Increase multi-modal mobility within and connections to the community*” as described in Initiative #4 of the City’s Strategic Plan (2014-2018)? One concept for discussion is to convert limited zones to permanent 20 mph speed limits. Those zones could include, for example:

School Zones:

- **Snohomish High School** (portions of Avenue D, Fifth Street and Seventh Street);
- **Central Elementary** (portions of Union Avenue and Third Street);
- **Emerson Elementary** (portion of Pine Avenue); and
- **Cascade View Elementary** (portions of Park Avenue and 22nd Street).

High Pedestrian Use Areas:

- **First Street** (*portion near downtown*);
- **Maple Avenue** (portion near Library, Senior Center, Aquatic Center, Centennial Trail, and other public assets).
- **Second Street** - The City is expecting a grant award in 2017 to fund design. The design and related public outreach will involve enhancements to improve pedestrian crossings and other non-motorized safety on Second Street between Avenue J and Pine Avenue; and

At this time, staff recommends *examining* a “test” project on **First Street (five block area between Avenue D and Cedar Avenue)** for a permanent 20 mph zone. Some businesses, citizens and our Police Department have previously inquired about reducing the speed limit in this high pedestrian use area. Before any signs are revised, staff would prepare additional outreach materials for review by Historic Downtown Snohomish (HDS) and others.

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Regional Traffic Congestion (follow-up from Sept 6, 2016 Council meeting): It is inevitability increasing in every large growing metropolitan area around the world. The three current ways to meet this complex challenge are generally politically infeasible or economically impractical:

1. **Congestion pricing.** Congestion would drop if drivers had to pay to use major commuting roads during peak hours. But the pricing solution is often rejected because most of our roads have been “free” to use, and more affluent drivers could travel whenever they wanted, which many would resent. The new toll lanes on I-405 are a small test of congestion pricing, and a matter of much debate in our recent local election. The Washington State Department of Transportation (WSDOT) is currently conducting a small scale study of congestion (i.e. per mile) pricing in the state.
2. **Build more roads.** As a city’s economy grows, the metro area expands in size, increasing congestion. As more road capacity is added, it encourages even more homes and offices to be built and for the region to expand even farther out. At the same time, citizens begin to demand more protections on limited open space and new restrictions on expanding neighborhood roads “just so commuters can cut through”. In the Houston area, they expanded portions of I-10 to 16 lanes (yes that is correct, **sixteen** or 8 in each direction). Three years following completion, the morning commute increased by 25 minutes (or 30 %) and the afternoon by 23 minutes (or 55 %).
3. **Expand transit.** Expanding transit in dedicated lanes or rails gives drivers an option to avoid heavily congested highways. It does not solve road congestion. The majority in our area enjoy living in neighborhoods that are not dense enough to support full use transit. Because of “induced demand”, shifting a portion of drivers to transit only encourages other drivers to take up the added road capacity. Los Angeles opened a light rail line in 2012. A study in 2015, found that the project did a worthy goal, boosting transit ridership in a car-choked corridor, but it had done little to relieve traffic congestion.

The growing congestion is frustrating. Most want our area to be successful economically, but not the traffic consequences. Peak travel congestion is the balancing mechanism that makes it possible for us to pursue what we value, living in low-density settlements, and having many choices of locations to live and work. For the near future, we must learn to live with congestion. We will discuss the “driverless” or autonomous vehicle and whether this new technology will transform our travel and our cities?

Autonomous Vehicles – Impact on Transportation & City Design: Mr. Schuller discussed the potential impact of autonomous vehicles to create the following improvements and changes in the near future:

- ▶ Thousands of lives saved each year from reduced traffic accidents;
- ▶ Increased mobility for elderly, handicapped and children;
- ▶ Significant reduction in traffic congestion;
- ▶ Transit radically transformed;
- ▶ People stop owning cars;
- ▶ Vehicle parking lots disappear due to lack of need;
- ▶ City design transformed; and
- ▶ Benefits to productivity and the environment.

AGENDA ITEM 3b

Councilmember Burke stated a family member was struck at the intersection of Pine and Maple Avenues a few years ago on her way to school. Her pelvis was broken. She is recovered now. The 20 mph zone concept on First Street looks interesting, but six or eight months ago, the Council was discussing roundabouts on the Pine/Maple interchange. He likes roundabouts in terms of making people drive faster, but he doesn't like them for pedestrian safety. He would like staff to comment on the contradiction between 20 mph on First Street and roundabouts at Pine and Maple.

Mr. Schuller responded it is about balance. If there is a commuter trying to get from Bellevue to Lake Stevens as fast as they can, then they want capacity. A school person has different priorities. That is a determination Council needs to make. That's why the City is not currently working on increasing capacity of Maple, because there are not a lot of people stating they want additional capacity. They want better pedestrian safety in those areas. For the Pine and Maple intersection, there is no roundabout proposed for that area, there is a conversion to two three way intersections to improve safety and realign the intersection.

Councilmember Burke thinks the 20 mph zone might be better on First Street.

Councilmember Rohrscheib likes the idea of a 20 mph zone on First Street.

Citizen Comments:

Morgan Davis, 206 Avenue I, stated he is glad to hear Mr. Schuller flip flopped on the speed limits. Every year, Mr. Davis has been trying to get him to lower the speed limit on Second Street from 30 to 25 mph. Mr. Schuller said they ran surveys, and he thinks Yosh said the reasoning was that the average person goes 40 mph there. So, therefore, it justified keeping it at 30 mph. Recently, out in the country on Weaver Road and Ludwig Road, the City lowered the speed limit from 35 mph to 25 mph, yet the City wouldn't lower it from Highway 9 to Pine Street on Second Avenue from 30 mph to 25 mph. Staff said no - they need to have the traffic flowing through. There is no reason to wait. He asked the Mayor to ask Mr. Schuller if he can just change the speed limit on Second Street now and even on First Street from 25 mph to 20 mph. Everybody seems to be in agreement on it. Mr. Rohrscheib and Mr. Burke mentioned it. What's the hold up? Why not do it now? Every year, he's been bringing that up. Also, on First Street, the street lights are so dim. It's dangerous at night there. It's dark. The tourists jaywalk. The drunks from the bars walk in the middle of street, big flatbed trucks park out in the road and people walk between in. At night, you can't hardly see. Unless the Historic Business District wants it dim, he doesn't know why they can't turn up the intensity. Can Mr. Schuller answer that question too? He would put the 20 mph zone from Second Street east to Lincoln on First Street. Why just go from Avenue D to Cedar? Go all the way on First Street. It makes sense. It won't confuse the motorists. This business of waiting for federal money – that's out in the future like the other pie in the sky stuff about self-driving vehicles. He doesn't think most of us will be around when that happens. Let's do something now. Change the speed limits. It's been his pet project every year. It's dangerous on Second Street. Avenue D is already 25 mph. Up there by Tenth and Thirteenth it's 25 mph. If Avenue D is 25 mph, why can't Second Street be 25 mph? It doesn't make sense.

Mr. Schuller responded staff will study any street or intersection that the Council or citizen would like them to study, as directed by Council. Staff has looked at a number of these streets and intersections. It is done by a national standard – Manual on Uniform

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Traffic Safety Devices and ASTI. A good time to discuss this will be at the workshop. Those national standards tell staff what the warrants are to set the speed limit. The City follows those examples. Staff has looked at Second Street and those national standards tell staff to keep it at the 30 mph. Staff looked hard at Weaver. The first time it was not warranted, but as more people moved into the area, it did warrant a reduction in the speed limit. The speed limit was also reduced on Bickford. Initially, it wasn't warranted, but with the increased usage, it was dropped from 45 mph to 35 mph from Snohomish Station south. It is recommended by legal counsel and the City's insurance pool to follow those national standards and not just change the speed limits arbitrarily. In regards to the lighting, staff receives a request annually to increase lighting on First and a few to decrease lighting, but as the City has grown and people are out walking more, there are more requests to increase lighting. The City has done this as economically as possible as much as it can. Every time a light is added, there are costs added to the bill. It's one of the largest single costs in the Streets fund. The issue with First Street is to upgrade those lights is estimated to cost between \$400,000 and \$500,000 just to bring in the proper power, not including new stands. When the LEDs were purchased, the City obtained the brightest LEDs possible to fit into the existing historic street lights.

Fred Gibbs, 10909 210th Street SE, Snohomish, said he wanted to thank Steve Schuller and Debbie Emge for meeting with him in September. They did a walk down First Street and surveyed the sidewalks and discussed the lighting and power issues. He relayed the information to the design committee on HDS. They do look forward to meeting with the Council at the Workshop on February 7. He agrees with Mr. Davis with respect to the lighting. It is an issue and they look forward to pressing that issue with these new projects.

John Kartak, stated he doesn't know if 20 mph is slow enough for First Street because there are people everywhere. It's hard to see them when they are crossing the street. Keep in mind whatever speed it's set at, people will always go faster. He doesn't know if there is a speed faster than 15 mph that really is safe there.

Steve Humphries, Snohomish County, stated he would like to ask Mr. Schuller if he would contact the Public Works Director with the City of Aberdeen. On occasion, he goes down to Pac Beach for the United States Navy, which is a seasonal job. In going through the City of Aberdeen, he drove up to one of their main intersections, which doesn't have a light. It's just a crosswalk, and then all of sudden four to six lights in the street came on and started blinking. He hit the brakes trying to figure out what it was and it was somebody wanting to cross the street. The lights came on again in the street two or three blocks later. Cars stop way short of those blinking lights and then you see people walk across the street in front of you. He can see this on Avenue D and Second Street, because there are an awful lot of people that try to cross the street, and it takes several cars to go by before somebody will stop. It's just an idea.

Mr. Schuller agreed. Cars don't always stop. He wears his bright yellow jacket and stands in the lane and it will be up to five cars before he is able to cross the street. At the workshop, Council will discuss the pedestrian signal light. The technology has changed where the new national standards require the lights to be above ground. There were some issues with the early technology that was in ground. The rapid flashing lights are part of the proposals for the February 7 workshop.

Citizen Comments: Closed

AGENDA ITEM 3b

Mayor Guzak agrees with the 20 mph zone on First Street. She will support that change.

Councilmember Burke stated the City should definitely pursue bringing the TBD back up for a vote in 2021 at the General Election.

Councilmember Schilaty said she is in support of the 20 mph zone on First Street.

7. **CONSENT ITEM: AUTHORIZE** payment of claim warrants #60051 through #60117 in the amount of \$392,470.48 issued since the last regular meeting

MOTION by Randall, second by Rohrscheib to pass the Consent Item. The motion passed unanimously (5-0).

8. OTHER BUSINESS/INFORMATION ITEMS:

Mayor Guzak stated Mr. Coombs brought up the issue of the bulletin board at City Hall. Warner Blake, who is the President of the Historic Society since 2006 has been placing historic posters there on a volunteer basis. She would like to see a bulletin board policy for the Council's review. This would provide clarity. She hopes Mr. Blake will continue with his historic posters, because she thinks it enhances the downtown and the tourist experience.

9. COUNCILMEMBER COMMENTS/LIAISON REPORTS:

Councilmember Burke commented on the severe cold. He read a report about the recent statewide earthquake preparedness drill. In their modeling, there is a huge number of people who won't make it after it's over simply due to exposure to the elements. People don't have enough blankets and coats within the vehicles. It was a significant number of people affected and something to think about.

Councilmember Rohrscheib stated he stopped to look at the Blackmans Lake project. It appeared to going well. However, as he drove through the boat launch area, he saw that Blackmans Lake was frozen over and he saw people by Hill Park walking on the lake. He drove over to Hill Park to see what was going on. There were several middle school kids about a hundred yards off the dock throwing rocks onto the ice next to them. He noticed that the dock to the right of the larger dock had water and there were ducks swimming in it. The ice to water ratio was not good. Nobody fell through, but as he was watching, he did reach out the Chief. Somebody had already called in a report. The police came shortly after and instructed the people to get off the lake. There were also several adults with their children walking out on to the lake too. This is not good. He asked about the liability issue with the City. There was no signage at all directing people to stay off the lake. This concerned him.

Councilmember Rohrscheib walked out to the front of his driveway on Glen Avenue and watched as somebody rode their bike up on the sidewalk and rode up to the mailboxes and started opening them up one by one. The individual got his attention while his wife called the police. He wanted to point out the importance of preventing mail theft. He spoke with his neighbors and they discussed purchasing self-contained units.

Councilmember Schilaty stated the Economic Development Committee will be meeting next Tuesday, January 24.

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10. MANAGER’S COMMENTS:

Mr. Schuller reminded Council there will be a Special Meeting on January 24 and another on January 31. Both meetings will be at 6:00 p.m. in the School District Boardroom to begin the process to fill the vacant City Council position.

11. MAYOR’S COMMENTS:

Mayor Guzak stated she has attended several meetings since the last Council meeting. She attended two meetings with County Councilmembers. First with Terry Ryan relative to briefing him on the Snohomish County Tomorrow’s Strategic Plan. Snohomish County Tomorrow is the consortium of the county, cities and tribes of Snohomish County and they are working on a Strategic Plan to collaborate the importance of working together for land use, traffic management, and other issues that concern everybody. She is very happy to be a part of their executive committee. After that, she met with the new County Councilmember Sam Low and gave him an update with several other people on the trail and rails program for the continuation of the rails south of the City, starting at the Snohomish River Bridge. Snohomish County has purchased the eleven mile corridor and is at about 30% design for the trail, which puts them in a good position to start getting grants for construction. The estimated time for the start of the trail construction is 2018. There is still quite a bit of work to be done on stormwater and ecology issues. There has been progress on that. Currently, the rail operator is running about one freight car a week. So, it’s barely functioning as a rail line. The City will have to look to rail at some future time.

Mayor Guzak said she and the City Manager attended the leadership breakfast which was sponsored by the Economic Alliance for Snohomish County. There were briefings from the individuals serving the City in Olympia and briefings from the elected officials on what they thought the agenda should be. The regional policy priorities were sent to all Councilmembers about transportation infrastructure, education, workforce, economic prosperity and competitiveness and community vitality and resiliency. She and other Councilmembers may be traveling to Olympia and speaking with the County’s elected representatives to try and get some of these issues that affect Snohomish County taken care of at the state level.

12. Adjourn to **EXECUTIVE SESSION** at 8:46 p.m. to discuss pending litigation with no action to follow.

13. Reconvene and **ADJOURN** at 9:01 p.m.

APPROVED this 7th day of February 2017

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Pat Adams, City Clerk

AGENDA ITEM 3c

**Snohomish City Council Special Meeting Minutes
January 24, 2017**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council special meeting to order at 6:05 p.m., Tuesday, January 24, 2017, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

COUNCILMEMBERS PRESENT

Karen Guzak, Mayor
Tom Hamilton
Dean Randall
Michael Rohrscheib
Lynn Schilaty

STAFF PRESENT

Pat Adams, City Clerk\Human Resources Manager
Emily Guildner, City Attorney
John Flood, Police Chief
Steve Schuller, Deputy City Manager/PW Director

COUNCILMEMBERS ABSENT

Derrick Burke

MOTION by Schilaty, second by Rohrscheib to excuse Councilmember Burke. The motion passed unanimously (5-0)

2. **EXECUTIVE SESSION – EVALUATE** the Qualifications of Candidates to Elective Office, pursuant to RCW 42.30.110(1)(h)

The Council adjourned to executive session at 6:09 p.m., for thirty minutes with action to follow.

The Council reconvened to regular session at 6:39 p.m.

Mayor Guzak stated one applicant, Richard Walker, withdrew his application this afternoon, bringing the total number of applicants to eighteen.

MOTION by Randall, second by Hamilton to interview seven (7) applicants at the January 31, 2017 special Council meeting.

Councilmember Schilaty commented she preferred interviewing five applicants. In reviewing the qualifications, there are many good candidates. However, she feels the process would be better with five.

Councilmember Rohrscheib agreed with Councilmember Schilaty and would support interviewing five applicants.

Councilmember Randall noted there were eighteen applicants. In his review, he has identified seven candidates he is interested in interviewing.

Mayor Guzak stated the time it would take to interview seven candidates, with six Councilmembers asking questions with three minutes for each candidate per question is approximately two and half hours. She supports interviewing seven applicants.

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Councilmember Hamilton thinks interviewing seven candidates is appropriate. There is a fair amount of diversity between the candidates and it provides an opportunity to interview a broader field of applicants.

Mayor Guzak stated she is very pleased so many people in this community want to be involved. There will be seventeen people not selected, but the Council hopes those seventeen people will be very involved and stay connected to the City. There is a lot of love and desire to be of service reflected in the applications.

Councilmember Schilaty will support the motion.

VOTE ON THE MOTION: The motion passed unanimously (5-0).

3. **ACTION ITEM – SELECT** Applicants to be Interviewed for Vacant Councilmember Position #3

MOTION by Schilaty, second by Rohrscheib to interview Lisa Caldwell, Stephen Dana, Christian Funk, Elizabeth Larson, Tom Merrill, Dale Preboski, and Jason Sanders for the vacant Councilmember Position #3, at the January 31, 2017 special meeting. The motion passed unanimously (5-0)

4. **DISCUSSION ITEM – REVIEW** City Council Vacancy Interview Process

Mr. Schuller explained the purpose of the January 31 special meeting is for the City Council to interview applicants and then to take action to appoint one applicant to fill vacant City Council Position 3. The vacancy will be filled until the next municipal election in November 2017. The person elected in November 2017 will take office immediately and will fill the remainder of the term until December 31, 2019.

In order to not afford any applicants an advantage by being able to listen to the responses of other applicants during the interview process, all applicants will be asked to remain outside of the Council meeting room until they are asked to enter for their interview. Applicants will be called to interview alphabetically based on surname. At the beginning of the interview, each applicant will be asked to confirm his/her City residential address, status as a registered voter at time of application and whether they have been a City resident for at least one year.

Mr. Schuller outlined the process for conducting interviews of applicants as follows:

1. Interview – each Councilmember developed one question and will ask that question of each candidate, and each candidate will be expected to respond to that question in three minutes or less.
2. Nomination – selection of an applicant will begin with Councilmembers nominating and seconding motions to appoint specific applicants. More than one nomination may be made in this way prior to voting.

AGENDA ITEM 3c

3. When all applicants have been nominated, written ballot votes will be taken with one vote per Councilmember. Each ballot must contain the name of the Councilmember voting and the name of the applicant being voted for.
4. The Mayor will count and publicly announce the ballots by announcing the name of the Councilmember and which nominee the vote was cast for. The City Clerk will tally and confirm the votes.
5. If there is no majority (for example, four or more votes with six Councilmembers voting) for any single nominee, Council will deliberate and repeat from point of nomination, step #2 above.
6. Once a majority has been reached, the Mayor will announce: "It appears _____ has been selected."
7. There may then be a motion to "move to appoint" and second and a voice vote by Council.

The person selected will be sworn in at the beginning of the February 7 Council meeting.

Mayor Guzak again thanked all the applicants and looks forward to interviews on January 31.

5. **ADJOURN** at 7:09 p.m.

APPROVED this 7th day of February 2017

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Pat Adams, City Clerk

AGENDA ITEM 3c

AGENDA ITEM 3d

**Snohomish City Council Special Meeting Minutes
January 31, 2017**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council special meeting to order at 6:00 p.m., Tuesday, January 31, 2017, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

COUNCILMEMBERS PRESENT

Derrick Burke
Karen Guzak, Mayor
Tom Hamilton
Dean Randall
Michael Rohrscheib
Lynn Schilaty

STAFF PRESENT

Pat Adams, City Clerk\Human Resources Manager
Debbie Emge, Finance Director
Emily Guildner, City Attorney
John Flood, Police Chief
Steve Schuller, Deputy City Manager/PW Director

Mayor Guzak explained the special meeting being held tonight is exclusively for interviewing and selecting a new councilmember. She requested a motion to suspend the Council Rules and Procedures allowing citizen comments.

MOTION by Guzak, second by Schilaty to suspend the Council Rules and Procedures on Citizen Comments. The motion passed (5-1), with Hamilton voting nay.

Mr. Schuller reviewed the interview process with the Council.

2. **ACTION ITEM** – Interview Council Applicants

Each applicant had approximately fifteen minutes to answer questions the Council provided to them prior to the interview. There were slight changes to the questions originally provided to the applicants by Councilmembers Randall and Rohrscheib (shown below). After Mayor Guzak welcomed each applicant, they were asked for the record to introduce themselves and to provide their City residential address. All applicants were also asked to confirm they are registered voters at their address, or within the City of Snohomish at the time of application, and that they have been a City resident for at least one year.

The applicants were interviewed in the following order:

1. Lisa Caldwell
2. Stephen Dana
3. Christian Funk
4. Elizabeth Larsen
5. Tom Merrill
6. Dale Preboski
7. Jason Sanders

Each Councilmember asked the same question of each candidate, as follows:

Councilmember Hamilton asked the candidates what they consider the main economic or financial challenge for the City and how would they address that?

AGENDA ITEM 3d

Councilmember Randall asked candidates for their thoughts about having a recreational marijuana retail store open in the City of Snohomish.

Councilmember Burke asked the candidates for their thoughts related to residential, multi-family and/or high density housing in the City of Snohomish? What changes, if any, would they suggest?

Mayor Guzak asked the candidates to describe their special interests in offering themselves for public service. What do they believe in, and how do they hope to make a difference?

Councilmember Rohrscheib said the idea of moving to “council wards” has been discussed publicly. The City would be divided into 4 wards with 3 at large positions, do you support this and explain their answer.

Councilmember Schilaty asked the candidates if they believe the current council has had a problem with transparency. If no, explain. If yes, how does the candidate see they can improve?

3. **SELECT** New Councilmember

Mr. Schuller reviewed the nomination process with the Council.

Councilmembers nominated and seconded motions to appoint specific applicants. When all applicants had been nominated, written ballot votes were taken with one vote per Councilmember. Each ballot contained the name of the Councilmember voting and the name of the applicant being voted for. The Mayor publicly announced the ballots by stating the name of the Councilmember and which nominee the vote was cast for. The City Clerk tallied and confirmed the votes.

There were six rounds of nominations with no Council majority for any single nominee. Council deliberated and on the seventh round, Mayor Guzak announced Jason Sanders received the majority of votes with all Councilmembers voting in favor of Mr. Sanders. The City Clerk tallied and confirmed the final votes.

MOTION by Schilaty, second by Rohrscheib, to **APPOINT** Jason Sanders to fill the vacant Council Position 3. The motion passed unanimously (6-0).

Jason Sanders will be sworn in at the February 7, 2017 regular meeting.

4. **ADJOURN** at 8:15 p.m.

APPROVED this 7th day of February 2017

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Pat Adams, City Clerk

DISCUSSION ITEM 6

Date: February 7, 2017
To: City Council
From: Debbie Emge, Finance Director
Subject: **City Website Redesign**

SUMMARY: This agenda item is to present and discuss the newly redesigned City website.

With the redesigned website, the City will continue to work on increasing its community engagement and enhancing the communication between residents and the local government. The website is redesigned to allow users to easily and quickly locate the information needed.

City staff will continue to maintain every aspect of the website including pages, online forms, and news announcements.

BACKGROUND: The City launched its previous website in November of 2013, and the City's contract with CivicPlus included a redesign of the website after three years. A redesign of the website was also a project that the ad hoc Open Government Committee supported in their final report to Council.

ANALYSIS: The City engaged Kinnamon Communications to complete an analysis and review of the previous website. Kinnamon Communications provided expert recommendations on content and organization for the redesigned website, offered staff training on best practices related to civic websites, and developed tools that will assist staff in performing user research and data analysis, not only for the redesign phase, but for ongoing use. Based on the information collected, the website has been redesigned to best achieve what users were primarily seeking from the website. The website has a much stronger search presence and the menus have been restructured for quick access to the information the citizens use most frequently.

BUDGETARY IMPACTS: Not applicable.

STRATEGIC PLAN REFERENCE: Initiative #8: Invest in Snohomish's civic facilities. Although a website is not a physical structure, it is a civic facility for information sharing.

CITY COUNCIL GOAL: Implement approved enhancements to the City's open government, public communication and civic engagement programs.

RECOMMENDATION: That the City Council **DISCUSS** the new redesigned website.

DISCUSSION ITEM 6

CONSENT ITEM 7a***Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Simoneaux					
	60118		1/17/17	Refund check	\$26.02
				Check Total	\$26.02
The Warehouse					
	60119		1/17/17	Refund check	\$437.52
				Check Total	\$437.52
Elder					
	60120		1/17/17	Refund check	\$20.00
	60120		1/17/17	Refund check	\$19.25
				Check Total	\$39.25
Richard Ovak					
	60121		1/17/17	Refund check	\$55.19
				Check Total	\$55.19
Gupta					
	60122		1/17/17	Refund check	\$36.20
	60122		1/17/17	Refund check	\$20.64
	60122		1/17/17	Refund check	\$30.72
	60122		1/17/17	Refund check	\$219.59
	60122		1/17/17	Refund check	\$218.69
	60122		1/17/17	Refund check	\$32.55
				Check Total	\$558.39
				Batch Total	\$1,116.37
Washington Cities Insurance Authority					
	60123	40126	1/24/17	WCIA Program Assessments for 2017	\$237,029.00
				Check Total	\$237,029.00
				Batch Total	\$237,029.00
D&G Backhoe Inc					
	60124	01062017	1/26/17	Lots 10 & 11 Pmt of Water Instal Permits	\$3,305.90
				Check Total	\$3,305.90
Encore 41 LLC					
	60125	01202017	1/26/17	Partial Refund of Interest Fees B16-087	\$353.99
				Check Total	\$353.99
Snohomish County Treasurer					
	60126	CrimevictimsEDC	1/26/17	State Pass Thru December 2016	\$40.12
				Check Total	\$40.12
Washington State Department of Licensing					
	60127	SNP000149	1/26/17	Renewal CPL Collins	\$18.00
	60127	SNP000150	1/26/17	Renewal CPL Brothers	\$21.00
	60127	SNP000151	1/26/17	Original CPL Cruze	\$18.00
	60127	SNP000152	1/26/17	Original CPL G Levesque	\$18.00
	60127	SNP000153	1/26/17	Original CPL J Levesque	\$18.00
	60127	SNP000154	1/26/17	Original CPL Anderson	\$18.00
	60127	SNP000155	1/26/17	Renewal CPL Thomsen	\$18.00
	60127	SNP000157	1/26/17	Original CPL Lydon	\$18.00
	60127	SNP000158	1/26/17	Original CPL Coombs	\$18.00
	60127	SNP000160	1/26/17	Renewal CPL Hammond	\$18.00
	60127	SNP000161	1/26/17	Original CPL Bolden	\$18.00
				Check Total	\$201.00
Washington State Department of Revenue					
	60128	01192017	1/26/17	7304 10th St SE Lake Stevens	\$2,445.00
				Check Total	\$2,445.00
Washington State Treasurer					
	60129	EDCSTGEN40	1/26/17	State Pass Thru December 2016	\$970.12
	60129	EDCSTGEN50	1/26/17	State Pass Thru December 2016	\$566.73
	60129	EDCSTGEN54	1/26/17	State Pass Thru December 2016	\$32.20
	60129	EDCHWYSAFETY	1/26/17	State Pass Thru December 2016	\$4.80
	60129	EDCBREATHLAB	1/26/17	State Pass Thru December 2016	\$1.80
	60129	EDCDEATHINV	1/26/17	State Pass Thru December 2016	\$3.02
	60129	EDCJISACCT	1/26/17	State Pass Thru December 2016	\$142.82

CONSENT ITEM 7a***Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	60129	EDCTRAUMACARE	1/26/17	State Pass Thru December 2016	\$34.04
	60129	EDCAUTOTHEFT	1/26/17	State Pass Thru December 2016	\$68.71
	60129	EDCTRAUMABRAIN	1/26/17	State Pass Thru December 2016	\$13.55
	60129	WSPHIWAYACCT	1/26/17	State Pass Thru December 2016	\$17.27
	60129	BLDGVCCHG	1/26/17	State Pass Thru December 2016	\$31.50
				Check Total	\$1,886.56
				Batch Total	\$8,232.57
USPS					
	60130	01312017	1/31/17	Postage for City Quarterly Magazine	\$1,156.49
				Check Total	\$1,156.49
				Batch Total	\$1,156.49
AAA Champion LLC					
	60131	1200	2/1/17	janitorial service-January	\$1,852.93
				Check Total	\$1,852.93
Automatic Funds Transfer Services, Inc					
	60132	92012	2/1/17	Storm Printing for Nov/Dec Billing	\$90.51
	60132	92012	2/1/17	Garbage Printing for Nov/Dec Billing	\$90.51
	60132	92012	2/1/17	Sewer Printing for Nov/Dec Billing	\$90.51
	60132	92012	2/1/17	Water Printing for Nov/Dec Billing	\$90.52
	60132	92012	2/1/17	Storm Postage for Nov/Dec Billing	\$177.56
	60132	92012	2/1/17	Garbage Postage for Nov/Dec Billing	\$177.56
	60132	92012	2/1/17	Sewer Postage for Nov/Dec Billing	\$177.56
	60132	92012	2/1/17	Water Postage for Nov/Dec Billing	\$177.57
				Check Total	\$1,072.30
Allied Waste of Lynnwood					
	60133	December 2016	2/1/17	Recycling Services December 2016	\$47,584.65
	60133	December 2016	2/1/17	Solid Waste Services December 2016	\$105,069.28
	60133	December 2016	2/1/17	Solid Waste Tax December 2016	-\$487.30
				Check Total	\$152,166.63
American Petroleum Environmental Services Inc					
	60134	2943011617	2/1/17	used oil pickup	\$122.50
				Check Total	\$122.50
AT&T Mobility					
	60135	413073-1/17	2/1/17	WTP Modem Scada Remote Connections	\$42.51
				Check Total	\$42.51
Association of Washington Cities					
	60136	12202016	2/1/17	2017 AWC Dues	\$6,108.00
	60136	47606	2/1/17	Drug and Alcohol Consortium	\$1,111.00
	60136	47744	2/1/17	Workers' Comp Retro Program Service Fee	\$6,835.13
				Check Total	\$14,054.13
D&G Backhoe Inc					
	60137	Pay Est 2	2/1/17	South Zone Reservoir PRV	\$7,280.08
				Check Total	\$7,280.08
D&G Backhoe Inc					
	60138	RET Pay Est 2	2/1/17	Retainage South Zone Reservoir PRV	\$349.67
				Check Total	\$349.67
Bank of America					
	60139	16120067459	2/1/17	Bank Analysis	\$6,168.20
				Check Total	\$6,168.20
Washington Tractor					
	60140	1177137	2/1/17	repair work	\$445.12
	60140	1187508	2/1/17	parts EP161	\$228.01
	60140	1190490	2/1/17	hose EP19	\$12.82
	60140	1171978	2/1/17	bolt, hex nut	\$27.82
				Check Total	\$713.77
Benchmark Document Solutions					
	60141	11353	2/1/17	City Hall fax machine	\$14.92
				Check Total	\$14.92
BHC Consultants					
	60142	8463	2/1/17	WWTP Engineering Services	\$3,511.50

CONSENT ITEM 7a***Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	60142	8462	2/1/17	WWTP Engineering Services	\$12,194.50
				Check Total	\$15,706.00
Bills Blueprint Inc.					
	60143	545423	2/1/17	Pavement Management Map Copies	\$15.67
	60143	545908	2/1/17	2016 Utility Improvement Project	\$74.10
	60143	545916	2/1/17	2016 Utility Improvement Project	\$85.53
				Check Total	\$175.30
Central Welding Supply Inc.					
	60144	RN12161043	2/1/17	acetylene	\$13.92
				Check Total	\$13.92
Code Publishing Inc					
	60145	55324	2/1/17	Municipal Code Web Hosting	\$1,707.38
				Check Total	\$1,707.38
City of Everett					
	60146	I17000035	2/1/17	Animal Shelter fees December 2016	\$370.00
				Check Total	\$370.00
City of Everett Finance					
	60147	I16003417	2/1/17	Stormwater Samples	\$189.00
	60147	I16003416	2/1/17	Coliform Samples	\$546.30
	60147	I17000053	2/1/17	Coliform Samples	\$254.70
	60147	I17000064	2/1/17	Labs	\$405.00
	60147	I16003418	2/1/17	Labs	\$395.00
	60147	I17000063	2/1/17	Stormwater Samples	\$189.00
				Check Total	\$1,979.00
City Of Everett Utilities					
	60148	01673901242017	2/1/17	99th St SE/5 Line	\$980.89
	60148	01673911232016	2/1/17	99th St SE/5 Line	\$-1,207.66
	60148	01673911232016	2/1/17	99th St SE/5 Line	\$1,166.06
	60148	01673912252016	2/1/17	99th St SE/5 Line	\$-1,158.01
	60148	01673912252016	2/1/17	99th St SE/5 Line	\$1,292.20
				Check Total	\$1,073.48
Comcast					
	60149	475077-1/17	2/1/17	Skate Park Video	\$103.90
	60149	633360-2/17	2/1/17	Carnegie	\$137.44
	60149	892709-1/17	2/1/17	Water Share Shop Internet	\$20.15
	60149	892709-1/17	2/1/17	Storm Share Shop Internet	\$20.14
	60149	892709-1/17	2/1/17	Wastewater Share Shop Internet	\$20.14
	60149	892709-1/17	2/1/17	Streets Share Shop Internet	\$20.14
	60149	892709-1/17	2/1/17	Parks Share Shop Internet	\$10.06
	60149	892709-1/17	2/1/17	Fleet & Facilities Share Shop Internet	\$30.19
	60149	482016-1/17	2/1/17	Manager Share City Hall Internet	\$16.80
	60149	482016-1/17	2/1/17	Human Resources Share City Hall Internet	\$16.80
	60149	482016-1/17	2/1/17	Clerk Share City Hall Internet	\$16.80
	60149	482016-1/17	2/1/17	Inspection Share City Hall Internet	\$16.80
	60149	482016-1/17	2/1/17	Economic Dev Share City Hall Internet	\$16.80
	60149	482016-1/17	2/1/17	Planning Share City Hall Internet	\$16.80
	60149	482016-1/17	2/1/17	Finance Share City Hall Internet	\$16.80
	60149	482016-1/17	2/1/17	IS Share City Hall Internet	\$16.81
	60149	482016-1/17	2/1/17	Engineering Share City Hall Internet	\$16.80
				Check Total	\$513.37
Cues					
	60150	473659	2/1/17	cctv software maintenance	\$1,800.00
				Check Total	\$1,800.00
ECOSS					
	60151	SNO-PSSKIP-2016	2/1/17	CESCL Training	\$6,177.88
				Check Total	\$6,177.88
E S A					
	60152	125319	2/1/17	SMP Update/CAO Mapping Support	\$1,128.75
				Check Total	\$1,128.75

CONSENT ITEM 7a***Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Evergreen District Court					
	60153	December 2016	2/1/17	Case filing fees December 2016	\$2,901.88
				Check Total	\$2,901.88
Feeney Wireless					
	60154	S48286	2/1/17	Cradle Point Service Agreement	\$111.28
				Check Total	\$111.28
Frontier					
	60155	118075-1/17	2/1/17	Telemetry Auto Dialer	\$67.57
	60155	406075-1/17	2/1/17	City Manager Share City Hall Fax	\$9.41
	60155	406075-1/17	2/1/17	Human Resources Share City Hall	\$9.43
	60155	406075-1/17	2/1/17	Clerk Share City Hall Fax	\$9.43
	60155	406075-1/17	2/1/17	Building Inspection Share City Hall Fax	\$9.43
	60155	406075-1/17	2/1/17	Economic Development Share City Hall Fax	\$9.43
	60155	406075-1/17	2/1/17	Planning Share City Hall Fax	\$9.43
	60155	406075-1/17	2/1/17	Finance Share City Hall Fax	\$9.44
	60155	406075-1/17	2/1/17	IS Share City Hall Fax	\$9.43
	60155	406075-1/17	2/1/17	Engineering Share City Hall Fax	\$9.43
				Check Total	\$152.43
Gagnon Welding LLC					
	60156	42-1077	2/1/17	Effluent Valve Gussets	\$389.43
				Check Total	\$389.43
GCR Tires & Service					
	60157	801-34580	2/1/17	tires EP156	\$131.02
				Check Total	\$131.02
Girard Resources & Recycling, LLC					
	60158	39705	2/1/17	Road Repair	\$60.00
	60158	39574	2/1/17	Debris Bunker clean out	\$260.00
				Check Total	\$320.00
Gray & Osborne, Inc.					
	60159	14	2/1/17	Sewer Mobile Maintenance App	\$887.08
	60159	9	2/1/17	Storm NPDES Permit Assistance	\$328.05
	60159	6	2/1/17	Dike Management Plan	\$1,052.70
	60159	6	2/1/17	Dike Management Plan	\$1,052.70
				Check Total	\$3,320.53
Harms Paving Co, Inc					
	60160	16687	2/1/17	Asphalt Paving - Ninth and A	\$7,224.60
				Check Total	\$7,224.60
Home Depot - Parks					
	60161	0011127	2/1/17	Supplies	\$79.50
	60161	8570993	2/1/17	Supplies	\$76.21
	60161	5080679	2/1/17	Supplies	\$6.32
				Check Total	\$162.03
Home Depot - Shop					
	60162	2093664	2/1/17	drill	\$174.26
				Check Total	\$174.26
Home Depot - Storm					
	60163	8010174	2/1/17	Light	\$70.88
	60163	8010191	2/1/17	supplies	\$22.87
	60163	7010345	2/1/17	wedge anchors	\$17.38
	60163	4010658	2/1/17	pipe heat tape	\$70.82
	60163	8974272	2/1/17	laminated	\$201.62
	60163	8571952	2/1/17	generator cover	\$7.12
				Check Total	\$390.69
Home Depot Waste Water Treatment					
	60164	4131422	2/1/17	extension cord	\$73.06
	60164	8562180	2/1/17	electrical tape	\$5.56
				Check Total	\$78.62
IER Environmental Services, Inc					
	60165	2017-0009	2/1/17	Magnesium Hydroxide	\$9,601.67
				Check Total	\$9,601.67

CONSENT ITEM 7a

Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting

Name	Check #	Invoice #	Check Date	Description	Amount
Integra Telecom					
	60166	14396591	2/1/17	City Hall Phones	\$2,016.08
	60166	14403446	2/1/17	Water Reservoir	\$62.47
				Check Total	\$2,078.55
James Mills					
	60167	Oct-Dec 2016	2/1/17	LEOFF I Reimbursement	\$635.40
				Check Total	\$635.40
Jones Chemicals Inc					
	60168	708173	2/1/17	Fuel surcharge	\$30.95
				Check Total	\$30.95
J Thayer Company					
	60169	1106896-0	2/1/17	Office Supplies	\$194.78
	60169	1108703-0	2/1/17	Office Supplies	\$52.92
	60169	1108703-0	2/1/17	Office Supplies	\$18.98
	60169	1108703-1	2/1/17	supplies	\$20.67
				Check Total	\$287.35
Kendall B Utt					
	60170	01102017	2/1/17	Certification Renewal	\$76.00
				Check Total	\$76.00
Lab/Cor, Inc					
	60171	161077-3411	2/1/17	Crypto Sample	\$900.00
	60171	170040-3446	2/1/17	Crypto Sample	\$450.00
				Check Total	\$1,350.00
McDaniel Do It Center - Police					
	60172	482368	2/1/17	Office Supplies	\$12.27
				Check Total	\$12.27
McDaniel Do It Center - Parks					
	60173	482318	2/1/17	Supplies	\$8.72
	60173	482334	2/1/17	supplies	\$31.57
	60173	482426	2/1/17	Supplies	\$24.43
	60173	482493	2/1/17	Supplies	\$17.93
	60173	482553	2/1/17	Supplies	\$34.90
	60173	482873	2/1/17	Supplies	\$55.03
	60173	482669	2/1/17	Keys	\$4.34
	60173	482660	2/1/17	Supplies	\$13.39
	60173	482708	2/1/17	Supplies	\$44.59
	60173	482601	2/1/17	Storage Box	\$15.81
	60173	482978	2/1/17	Switch	\$6.86
	60173	482939	2/1/17	Supplies	\$4.56
	60173	483062	2/1/17	Supplies	\$60.52
	60173	482607	2/1/17	Pneumatic Spreader	\$87.27
	60173	482611	2/1/17	Supplies	\$15.25
				Check Total	\$425.17
McDaniel Do It Center - Storm					
	60174	482989	2/1/17	bolts	\$2.29
	60174	482867	2/1/17	bolts	\$0.50
				Check Total	\$2.79
McDaniel Do It Center-SS					
	60175	482995	2/1/17	fasteners, paint	\$43.75
	60175	482837	2/1/17	fasteners	\$3.03
	60175	482998	2/1/17	bit EP56	\$47.98
				Check Total	\$94.76
McDaniel Do It Center- Streets					
	60176	482885	2/1/17	power tester	\$18.54
	60176	482688	2/1/17	gloves	\$28.34
				Check Total	\$46.88
McDaniel Do It Center - Water					
	60177	482764	2/1/17	key	\$4.34
	60177	483132	2/1/17	plastic	\$98.18
				Check Total	\$102.52

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Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting

Name	Check #	Invoice #	Check Date	Description	Amount
McDaniel's Do It Center Wastewater					
	60178	482715	2/1/17	Supplies	\$94.69
	60178	482951	2/1/17	Stakes	\$10.90
				Check Total	\$105.59
Michael Lively					
	60179	Oct-Dec 2016	2/1/17	LEOFF I Reimbursement	\$317.40
				Check Total	\$317.40
Milne Electric, Inc					
	60180	33-158-1	2/1/17	Communications	\$10,231.40
				Check Total	\$10,231.40
Morgan Sound, The NW's Pro Sound Experts					
	60181	MSI89036	2/1/17	Sound for council meeting at Carnegie	\$885.35
				Check Total	\$885.35
Nelson Truck					
	60182	616739	2/1/17	Equipment EP56	\$5,788.54
				Check Total	\$5,788.54
Northwest Cascade Inc					
	60183	0550207013	2/1/17	sani can rental - boat launch	\$-95.37
	60183	0550206231	2/1/17	sani can rental - water reservoir	\$91.50
	60183	0550225598	2/1/17	sani can rental - water reservoir	\$91.50
				Check Total	\$87.63
OfficeTeam					
	60184	47456358	2/1/17	Administrative Office Services	\$1,047.68
	60184	47498044	2/1/17	Administrative Office Services	\$1,047.68
	60184	47553889	2/1/17	Administrative Office Services	\$1,309.60
				Check Total	\$3,404.96
Ogden Murphy Wallace PLLC Attorneys at Law					
	60185	731485	2/1/17	Mobilitie Consortium	\$682.60
				Check Total	\$682.60
Platt Electric Supply					
	60186	L149494	2/1/17	First Street light bulbs	\$733.82
				Check Total	\$733.82
Puget Sound Energy					
	60187	2878601062017	2/1/17	112 Union Ave	\$145.15
	60187	9467801062017	2/1/17	116 Union Ave	\$404.68
	60187	6202401062017	2/1/17	50 Lincoln Ave	\$81.54
	60187	9758901062017	2/1/17	50 Maple Ave	\$80.42
	60187	2924801062017	2/1/17	2100 Baird Ave	\$94.54
	60187	9703201062017	2/1/17	2000 Weaver Rd	\$12.23
	60187	2857001062017	2/1/17	701 18th St	\$39.99
	60187	2836401062017	2/1/17	1610 Park Ave	\$38.87
				Check Total	\$897.42
Puget Sound Clean Air Agency					
	60188	17-083S	2/1/17	2017 Assessment	\$6,816.00
				Check Total	\$6,816.00
Questica Inc					
	60189	207931	2/1/17	Software Maintenance	\$3,031.00
				Check Total	\$3,031.00
Robinson Noble					
	60190	17-005	2/1/17	Geotechnical Services - Wood Street	\$4,759.58
				Check Total	\$4,759.58
ROOTX					
	60191	47615	2/1/17	rootx	\$678.69
				Check Total	\$678.69
Snohomish County Cities & Towns					
	60192	2017	2/1/17	City 2017 dues	\$100.00
				Check Total	\$100.00
Snohomish County Clerks And Finance Officers Assoc					
	60193	2017	2/1/17	SCCFOA membership - Emge & Bruland	\$50.00
				Check Total	\$50.00

CONSENT ITEM 7a

Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Snohomish County Department of Emergency					
	60194	2017	2/1/17	DEM Annual Assessment	\$11,369.00
				Check Total	\$11,369.00
Snohomish County Department of Public Works					
	60195	I000430650	2/1/17	Maple Avenue Overlay	\$15,931.96
	60195	I000430652	2/1/17	Sweeping	\$1,222.41
	60195	I000430652	2/1/17	Sweeping	\$1,222.40
	60195	I000430651	2/1/17	Signal Maintenance	\$688.75
				Check Total	\$19,065.52
Snohomish County Pud #1					
	60196	121196794	2/1/17	#1000545615, 1610 Park, Hill Park	\$19.10
	60196	140929411	2/1/17	#1000467578, 1301 1st, Visitor Info Ctr	\$242.84
	60196	144261385	2/1/17	#1000142055, 116 Union, City Hall	\$921.70
	60196	147551917	2/1/17	#1000137618, 1801 1st, City Shop	\$1,986.19
	60196	137629723	2/1/17	#1000201937, 1103 Maple, House	\$24.52
	60196	117881470	2/1/17	#1000125224, 101 Cedar, Carnegie	\$2,689.00
	60196	117879803	2/1/17	#1000430944, 112 Union, Engineering	\$118.52
	60196	154090707	2/1/17	#1000558695, 1029 1st, Restrooms	\$160.87
	60196	100284935	2/1/17	#1000125213, 169 Cypress, Pilchuck Park	\$102.32
	60196	124510735	2/1/17	#1000125182, 230 Maple, Police Dept	\$1,294.99
	60196	137625722	2/1/17	#1000535766, 1610 Park, Hill Park	\$84.26
	60196	107934774	2/1/17	#1000482443, 505 Rainier, L/S	\$739.01
	60196	154090637	2/1/17	#1000417350, 1930 Stone Ridge, L/S	\$41.69
	60196	160489964	2/1/17	#1000381307, 2014 Terrace, Intertie	\$16.29
	60196	111241575	2/1/17	#1000439204, 40 Maple, Commercial L/S	\$63.61
	60196	104597226	2/1/17	#1000542988, 50 Lincoln, L/S	\$108.46
	60196	134418585	2/1/17	#1000141396, 2015 2nd, N meter	\$6,235.15
	60196	140929471	2/1/17	#1000524038, 1801 1st, Pole Bldg	\$282.95
	60196	111247768	2/1/17	#1000230125, 219 13th, S Zone	\$151.22
	60196	134417449	2/1/17	#1000515696, 1627 Terrace, N Zone Tank	\$20.56
	60196	124510681	2/1/17	#1000395660, 617 18th, Champagne L/S	\$157.68
	60196	124510564	2/1/17	#1000539970, 1608 Park, Hill Park L/S	\$128.57
	60196	127817275	2/1/17	#1000556519, 2181 Cady, Klahaya L/S	\$93.10
	60196	127812713	2/1/17	#1000125814, 1819 1st, CSO L/S	\$495.06
	60196	121202632	2/1/17	#1000141397, 2015 2nd, S meter	\$3,885.90
	60196	111245078	2/1/17	#1000539338, 1801 1st, Shop Portable	\$130.63
	60196	111245078	2/1/17	#1000539338, 1801 1st, Shop Portable	\$130.63
	60196	160490546	2/1/17	#1000528484, 2330 Baird, Shadowood L/S	\$60.22
	60196	144258498	2/1/17	#1000504619, 434 Ave D, 5th&D Signal	\$50.18
	60196	104599068	2/1/17	116 Union Ave, Street Lighting	\$67.18
	60196	104595933	2/1/17	Various Locations, Street Lighting	\$50.90
	60196	131117776	2/1/17	#1000301981, 201 Maple, 2nd&Maple Signal	\$46.44
	60196	124508910	2/1/17	Various Locations, Street Lighting	\$45.16
	60196	124514564	2/1/17	#1000385041, 20 Ave A, Street Lighting	\$19.66
	60196	140928875	2/1/17	#1000561224, 1301 1st, 13th St Signal	\$83.22
	60196	124512199	2/1/17	#1000498870, 210 Ave D, 2nd&D Signal	\$50.47
	60196	107933536	2/1/17	Various Locations, Street Lighting	\$30.10
	60196	111244519	2/1/17	#1000531585, 2749 Bickford, N Signal	\$89.38
	60196	124508909	2/1/17	Various Locations, Street Lighting	\$11.96
	60196	107935199	2/1/17	#1000571566, 501 2nd, 2nd&Lincoln Signal	\$105.96
	60196	121198081	2/1/17	#1000531586, 2621 Bickford, S Signal	\$65.00
	60196	117880095	2/1/17	#1000539313, 1010 2nd, Street Lighting	\$69.65
	60196	117873755	2/1/17	#1000380098, 1109 13th, Street Lighting	\$27.40
	60196	160486304	2/1/17	121 Glen Ave, Street Lighting	\$8.85
	60196	157288365	2/1/17	124 Avenue B, Street Lighting	\$8.85
	60196	154083581	2/1/17	Various Locations, Street Lighting	\$99.09
	60196	157288364	2/1/17	116 Avenue B, Street Lighting	\$8.85
	60196	157291647	2/1/17	#1000579410, 1115 1st, Street Lighting	\$28.99

CONSENT ITEM 7a

Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting

Name	Check #	Invoice #	Check Date	Description	Amount
	60196	157287020	2/1/17	#1000483278, 1001 Ave D, Signal	\$61.47
	60196	166954824	2/1/17	Various Locations, Street Lighting	\$262.54
	60196	147549319	2/1/17	#1000580435, 400 2nd, Street Lighting	\$37.60
	60196	166954822	2/1/17	Various Locations, Street Lighting	\$3,850.11
	60196	160483086	2/1/17	Various Locations, Street Lighting	\$993.56
	60196	160485329	2/1/17	#1000566359, 811 1st, Street Lighting	\$19.10
				Check Total	\$26,576.71
Snohomish County Sheriff's Office					
	60197	I000430848	2/1/17	Law Enforcement Services December 2016	\$10,854.11
	60197	I000430848	2/1/17	Law Enforcement Services December 2016	\$180,427.53
	60197	I000430848	2/1/17	Law Enforcement Services December 2016	\$33,807.61
				Check Total	\$225,089.25
Snohomish County Sheriff's Office Corrections					
	60198	2016-3575	2/1/17	Inmate Pharmaceutical fees Dec 2016	\$136.73
				Check Total	\$136.73
Snohomish County Corrections					
	60199	2016-3556	2/1/17	Jail Service fees December 2016	\$9,146.64
				Check Total	\$9,146.64
Shred-It USA, Inc					
	60200	8121577565	2/1/17	Document Destruction January 2017	\$85.36
				Check Total	\$85.36
Smarsh, Inc					
	60201	INV00204262	2/1/17	Archiving Platfrom - social media	\$352.00
				Check Total	\$352.00
Snohomish Auto Parts					
	60202	483293	2/1/17	wrench	\$7.83
	60202	483421	2/1/17	parts EP129	\$46.44
	60202	482649	2/1/17	shop tools	\$26.15
	60202	482435	2/1/17	parts EP161	\$47.38
	60202	483294	2/1/17	flashlight	\$4.35
	60202	483422	2/1/17	parts EP129	\$93.14
	60202	483774	2/1/17	reflector EP56	\$2.81
	60202	484255	2/1/17	crane repair	\$10.06
				Check Total	\$238.16
Snopac					
	60203	8786	2/1/17	Access Assessment Quarterly	\$313.58
	60203	8771	2/1/17	Dispatch Services	\$10,755.64
				Check Total	\$11,069.22
Snohomish Senior Center					
	60204	16-579	2/1/17	Monthly Fee	\$1,000.00
				Check Total	\$1,000.00
Southern Computer Warehouse					
	60205	IN-000392890	2/1/17	monitor	\$176.91
				Check Total	\$176.91
Sound Equipment Rental and Sales					
	60206	13007	2/1/17	Equipment Rental	\$376.37
	60206	12988	2/1/17	Boom Lift	\$523.65
	60206	13027	2/1/17	Lift Rental	\$125.46
	60206	13014	2/1/17	Track Hoe Rental	\$905.24
				Check Total	\$1,930.72
Sound Safety Products Co.					
	60207	112053/1	2/1/17	uniform - Bender	\$57.29
	60207	111113/1	2/1/17	pants - Allen	\$57.82
				Check Total	\$115.11
Sound Telecom					
	60208	000008-096-521	2/1/17	monthly answering service January 2017	\$127.22
				Check Total	\$127.22
Staples Advantage					
	60209	3326091161	2/1/17	phone charger	\$32.71
	60209	3326091160	2/1/17	UPS for workstations	\$303.67

CONSENT ITEM 7a***Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	60209	3326091162	2/1/17	batteries	\$10.41
	60209	3326091159	2/1/17	Office Supplies	\$6.08
	60209	3326091159	2/1/17	Office Supplies	\$6.07
	60209	3326091158	2/1/17	Office Supplies	\$54.93
	60209	3326091158	2/1/17	Office Supplies	\$20.83
	60209	3326091156	2/1/17	Office Supplies	\$55.80
	60209	3326091157	2/1/17	Office Supplies	\$76.73
	60209	3326091157	2/1/17	Office Supplies	\$414.56
	60209	3326091154	2/1/17	Office Supplies	\$419.27
				Check Total	\$1,401.06
Terminix					
	60210	361193926	2/1/17	Pest Control	\$98.01
				Check Total	\$98.01
Sound Publishing					
	60211	EDH739388	2/1/17	File #01-17-SEPA Notice of DNS	\$116.96
	60211	1748652	2/1/17	Agenda Publication	\$864.00
	60211	1764983	2/1/17	Agenda Publication	\$621.00
	60211	1773497	2/1/17	Agenda Publication	\$621.00
	60211	EDH737961	2/1/17	Ordinance Publication	\$30.96
				Check Total	\$2,253.92
TMG Services, Inc.					
	60212	0040232-IN	2/1/17	Leak Detector Service	\$916.44
				Check Total	\$916.44
Town & Country Fence, Inc					
	60213	54422	2/1/17	Fence Repairs	\$430.95
				Check Total	\$430.95
Tyler Enterprises					
	60214	Dec 2016	2/1/17	Bldg Insp Svcs 12/23 & 12/28-12/30	\$450.00
				Check Total	\$450.00
Uline					
	60215	83110123	2/1/17	sharps containers, wypalls	\$43.64
	60215	83110123	2/1/17	sharps containers, wypalls	\$164.52
	60215	83458384	2/1/17	gloves	\$205.69
	60215	83458384	2/1/17	gloves	\$205.69
				Check Total	\$619.54
Unum Life Insurance					
	60216	220603027-2/17	2/1/17	retiree life insurance - February 2017	\$130.50
				Check Total	\$130.50
US Bank CPS					
	60217	53099	2/1/17	Grove St Family Clinic medical card	\$120.00
	60217	300027447	2/1/17	Keyless Access Locks - PD	\$1,640.00
	60217	25085506	2/1/17	Toyota Lift NW parts EP162	\$107.68
	60217	71823A	2/1/17	Unique Truck Equip flatbed EP56	\$198.95
	60217	87356480	2/1/17	Radioshack Supplies	\$68.71
	60217	4626	2/1/17	Snohomish County Garage parking	\$3.00
	60217	0591453	2/1/17	Home Depot ratchet, cable ties	\$35.98
	60217	01202017	2/1/17	Staples supplies	\$65.44
	60217	21537	2/1/17	Stans Radiator repair genset	\$53.76
	60217	4732	2/1/17	Snohomish County Parking	\$3.00
	60217	100396257109	2/1/17	Economic Alliance Meeting	\$35.00
	60217	29173481	2/1/17	Snohomish Chamber of Commerce Meeting	\$15.00
	60217	01132017	2/1/17	Amazon credit	-\$663.82
	60217	01192017	2/1/17	Union Square Garage parking	\$26.00
	60217	00253	2/1/17	Snohomish County Cities Mtg - Guzak	\$35.00
				Check Total	\$1,743.70
U.S. Bank N.A - Custody					
	60218	December 2016	2/1/17	Monthly Maintenance Fee	\$26.00
				Check Total	\$26.00

CONSENT ITEM 7a

Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Verizon Wireless					
	60219	9778202678	2/1/17	Parks Cellular	\$163.86
	60219	9778202678	2/1/17	Streets Cellular	\$135.06
	60219	9778202678	2/1/17	Fleet Cellular	\$96.53
	60219	9778202678	2/1/17	Econ Cellular	\$57.59
	60219	9778202678	2/1/17	Bldg Insp Cellular	\$57.59
	60219	9778202678	2/1/17	Planning Cellular	\$115.18
	60219	9778202678	2/1/17	Engrg Cellular	\$270.37
	60219	9778202678	2/1/17	Water Distribution Cellular	\$243.10
	60219	9778202678	2/1/17	WTP Cellular	\$147.62
	60219	9778202678	2/1/17	Collections Cellular	\$194.83
	60219	9778202678	2/1/17	Storm Cellular	\$117.07
	60219	9778202678	2/1/17	WWTP Cellular	\$172.77
	60219	9778202678	2/1/17	Utilities Manager Cellular	\$57.59
	60219	9778202678	2/1/17	City Mgr Cellular	\$57.59
	60219	9778202678	2/1/17	Finance Director Cellular	\$57.59
	60219	9778202678	2/1/17	City Council Cellular	\$403.12
	60219	9778418105	2/1/17	CSO Modem	\$21.43
				Check Total	\$2,368.89
Voyager					
	60220	869344283701	2/1/17	Fleet Fuel	\$2,895.69
				Check Total	\$2,895.69
Washington Crane & Hoist					
	60221	0031457-IN	2/1/17	Annual Inspection	\$1,118.28
				Check Total	\$1,118.28
Western Facilities Supply Inc					
	60222	P002780	2/1/17	backup disinfection	\$56.24
				Check Total	\$56.24
Whistle Workwear					
	60223	33802	2/1/17	uniform - Deleuw	\$304.60
	60223	334606	2/1/17	uniform - Palmer	\$108.00
	60223	334606	2/1/17	uniform - Palmer	\$370.55
	60223	333794	2/1/17	boots - Wessel	\$157.24
	60223	334717	2/1/17	boots - Schorsch	\$176.89
	60223	333799	2/1/17	uniform - Wessel	\$303.62
	60223	334716	2/1/17	boots - Leach	\$157.24
	60223	334714	2/1/17	uniform - Schorsch	\$211.25
	60223	334713	2/1/17	uniform - Leach	\$184.71
	60223	33380	2/1/17	boots - Deleuw	\$167.07
	60223	335010	2/1/17	boots - Murphy	\$196.55
	60223	335008	2/1/17	uniform - Galde	\$196.51
	60223	335011	2/1/17	boots - Galde	\$196.55
	60223	335015	2/1/17	uniform - Murphy	\$213.21
				Check Total	\$2,943.99
Washington State Dept of Ecology					
	60224	01252017	2/1/17	WWTP Operator Application - Simpson	\$50.00
	60224	01272017	2/1/17	WWTP Operator Application - Miller	\$50.00
				Check Total	\$100.00
Washington State Department of Enterprise Services					
	60225	73157168	2/1/17	Business Cards-Pettit	\$44.72
				Check Total	\$44.72
Xerox Corporation					
	60226	087603531	2/1/17	#XL1-395908, 112116-122116	\$35.43
	60226	087603529	2/1/17	#MX4-332344, 112116-122116	\$457.70
	60226	087603530	2/1/17	#NKA-119437, 092316-122316	\$61.26
	60226	087603532	2/1/17	#GNX-212028, 112516-122316	\$25.10
	60226	087603534	2/1/17	#WTM-003709, 112116-122116	\$9.46
	60226	087603533	2/1/17	#XL3-882416, 112116-122116	\$53.72
	60226	087603527	2/1/17	#GNX-216657, 112516-122316	\$82.25
	60226	087661117	2/1/17	#XL3-621283, 112216-122116	\$43.25

CONSENT ITEM 7a

Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
					Check Total \$768.17
					Batch Total \$607,998.43
Washington State Department of Revenue					
ACH		December 2016	1/26/17	Excise Tax	Check Total \$26,601.94
					Total All Batches \$882,134.80

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

City Treasurer

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #60118 through #60226 in the total of \$882,134.80 through February 1, 2017 are approved for payment on February 7, 2017.

Mayor

Councilmember

Councilmember

Councilmember

CONSENT ITEM 7a

Schedule of Checks for the Checks Issued Since the January 17, 2017 Meeting

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
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CONSENT ITEM 7b

Date: February 7, 2017
To: City Council
From: Glen Pickus, Planning Director
Subject: **Reauthorize Planning Commission**

SUMMARY: In odd years, the City Council must discuss and reauthorize the Planning Commission.

BACKGROUND: Chapter 2.16 of the Snohomish Municipal Code (SMC) creates and empowers the Planning Commission. The Commission's purpose is to serve in an advisory capacity to the City Council on land use, comprehensive plan, and regional issues.

SMC 2.06.015(A) states when the City Council reauthorizes a commission, it shall pass a resolution stating the current purpose and need for the commission.

ANALYSIS: The Planning Commission continues to serve the City Council and staff in a valuable advisory role for a wide variety of land use and comprehensive plan issues. In 2016, the Planning Commission considered and offered recommendations to the City Council on four land use code amendments and one Comprehensive Plan amendment.

BUDGETARY IMPACTS: There will be no new budgetary impact related to this action. Planning Commissioners do not receive monetary compensation. Planning Commission meeting costs will not change. The expense has been incorporated into the current budget.

STRATEGIC PLAN REFERENCES: Initiative #2: Strengthen our foundations for connecting neighbors and enhancing our neighborhoods; Initiative #3: Strengthen the community's connections to our rivers; Initiative #4: Increase multi-modal mobility within and connection to the community; Initiative #5: Become more environmentally sustainable; Initiative #6: Cultivate local businesses and promote the City as a great place to do business; Initiative #7: Strengthen the City's attractiveness as a regional destination.

RECOMMENDATION: That the City Council **PASS Resolution 1356 reauthorizing the Planning Commission for 2017-2018.**

ATTACHMENT: Resolution 1356

REFERENCE DOCUMENTS:

- Chapter 2.16 SMC – Planning Commission
<http://www.ci.snohomish.wa.us/DocumentCenter/Home/View/110>
- SMC 2.06.015(A) – Application
<http://www.ci.snohomish.wa.us/DocumentCenter/Home/View/131>

CONSENT ITEM 7b

**CITY OF SNOHOMISH
Snohomish, Washington**

RESOLUTION 1356

**A RESOLUTION OF THE CITY OF SNOHOMISH REVIEWING
AND RE-AUTHORIZING THE PLANNING COMMISSION**

WHEREAS, the Snohomish City Council has determined that it is necessary to periodically review the function of its Advisory Boards and Commissions; and

WHEREAS, the Planning Commission is scheduled for review in 2017; and

WHEREAS, the Snohomish City Council finds that the purpose of and need for the Planning Commission have not changed in a material way in the past two years;

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

Section 1. Authority.

As provided for in SMC 2.06.015A, the City Council by this resolution restates the purpose of and need for the Planning Commission every two years.

Section 2. Purpose and Need.

The current purpose and objectives are stated in SMC 2.16.050: The Planning Commission is created for the purpose of considering land use, regional and comprehensive plan issues, and making recommendations to the City Council. The Planning Commission may recommend moratoria and/or interim land-use controls and hold public hearings as deemed necessary by the City Council. The City’s Comprehensive Plan establishes the framework for Planning Commission review.

Section 3. Findings of Fact

1. The City of Snohomish is authorized to create a Planning Commission by RCW 35A.63.020.
2. The Planning Commission continues to serve a meaningful advisory role to the City Council on land use issues arising from evolving conditions within the city and the region, from City Council policy initiatives, and from State mandates.
3. The Planning Commission continues to serve a meaningful role as a hearings body and conduit to the City Council for community comment on land use matters.

CONSENT ITEM 7b

Section 4. Length of Reauthorization

The City Council hereby reauthorizes the Planning Commission for the years 2017 and 2018.

PASSED by the City Council and **APPROVED** by the Mayor this 7th day of February, 2017.

CITY OF SNOHOMISH

By _____
Karen Guzak, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Pat Adams, City Clerk

By _____
Grant K. Weed, City Attorney

CONSENT ITEM 7b

CONSENT ITEM 7c

Date: February 7, 2017
To: City Council
From: Glen Pickus, Planning Director
Subject: **Reauthorize Design Review Board**

SUMMARY: In odd years, the City Council must discuss and reauthorize the Design Review Board.

BACKGROUND: Chapter 2.14 of the Snohomish Municipal Code (SMC) creates and empowers the Design Review Board. The Board's purpose is to protect the investment in rehabilitation and restoration of historic structures and to encourage better design and site planning.

SMC 2.06.015(A) states when the City Council reauthorizes a board it shall pass a resolution stating the current purpose and need for the board.

ANALYSIS: The Design Review Board continues to provide a valuable role in protecting the City's historic character. In 2016, the Design Review Board completed eight project reviews and five individual design reviews. In addition, for several years the Board has been working on updating the Historic District Design Standards, which were last updated in 2003. They expect to complete that project late this year or early 2018.

BUDGETARY IMPACTS: There will be no new budgetary impact related to this action. Board members do not receive monetary compensation. Design Review Board meeting costs will not change. The expense has been incorporated into the current budget.

STRATEGIC PLAN REFERENCES: Initiative #6: Cultivate local businesses and promote the City as a great place to do business; Initiative #7: Strengthen the City's attractiveness as a regional destination.

RECOMMENDATION: **That the City Council PASS Resolution 1357 reauthorizing the Design Review Board for 2017-2018.**

ATTACHMENT: Resolution 1357

REFERENCE DOCUMENTS:

- Chapter 2.14 SMC – Design Review Board
<http://www.ci.snohomish.wa.us/DocumentCenter/Home/View/109>
- SMC 2.06.015(A) – Application
<http://www.ci.snohomish.wa.us/DocumentCenter/Home/View/131>

CONSENT ITEM 7c

**CITY OF SNOHOMISH
Snohomish, Washington**

RESOLUTION 1357

**A RESOLUTION OF THE CITY OF SNOHOMISH REVIEWING
AND RE-AUTHORIZING THE DESIGN REVIEW BOARD**

WHEREAS, the Snohomish City Council has determined that it is necessary to periodically review the function of its Advisory Boards and Commissions; and

WHEREAS, the Design Review Board is scheduled for review in 2017; and

WHEREAS, the Snohomish City Council finds that the purpose of and need for the Design Review Board have not changed in a material way in the past two years;

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

Section 1. Authority.

As provided for in SMC 2.06.015A, the City Council by this resolution restates the purpose of and need for the Design Review Board every two years.

Section 2. Purpose and Need.

The current purpose and objectives of the Design Review Board are stated in SMC 2.14.020: The Design Review Board is created for the purpose of protecting investment in rehabilitation and restoration of historic structures and to encourage better design and site planning.

Section 3. Findings of Fact

1. The Design Review Board is created and empowered by Chapter 2.14 Snohomish Municipal Code.
2. The Design Review Board continues to serve a meaningful role to the City in protecting its historical character and encouraging good building design and site planning.
3. The Design Review Board continues to serve a meaningful regulatory role reviewing development applications in the Historic District and applications outside of the Historic District that are subject to design review.

CONSENT ITEM 7c

Section 4. Length of Reauthorization

The City Council hereby reauthorizes the Design Review Board for the years 2017 and 2018.

PASSED by the City Council and **APPROVED** by the Mayor this 7th day of February, 2017.

CITY OF SNOHOMISH

By _____
Karen Guzak, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Pat Adams, City Clerk

By _____
Grant K. Weed, City Attorney

CONSENT ITEM 7c

CONSENT ITEM 7d

Date: February 7, 2017
To: City Council
From: John Flood, Police Chief
Subject: **Reauthorize Public Safety Commission**

SUMMARY: In odd years, the City Council must discuss and reauthorize the Public Safety Commission.

BACKGROUND: Chapter 2.27 of the Snohomish Municipal Code (SMC) creates and empowers the Public Safety Commission. The Commission's purpose is an advisory and review commission for community public safety issues and to the Washington State Liquor and Cannabis Board.

ANALYSIS: The Public Safety Commission continues to serve the Police Department, the Fire Department and City staff in a valuable advisory role for matters of community safety and recommendations to the Washington State Liquor and Cannabis Board for new applicants or for renewal of liquor licenses.

STRATEGIC PLAN REFERENCE: The Public Safety Commission's advisory role relates too many of the initiatives of the Strategic Plan.

RECOMMENDATION: That the City Council PASS Resolution 1358 reauthorizing the Public Safety Commission for 2017 and 2018.

ATTACHMENT: Resolution 1358

REFERENCE DOCUMENTS:

- Chapter 2.27 SMC – Public Safety Commission
<http://www.ci.snohomish.wa.us/DocumentCenter/Home/View/119>
- SMC 2.06.015(A) – Application
<http://www.ci.snohomish.wa.us/DocumentCenter/Home/View/131>

**CITY OF SNOHOMISH
Snohomish, Washington**

RESOLUTION 1358

**A RESOLUTION OF THE CITY OF SNOHOMISH,
WASHINGTON RE-AUTHORIZING THE PUBLIC SAFETY
COMMISSION**

WHEREAS, the Snohomish City Council has determined that it is necessary to periodically review the function of its Advisory Boards and Commissions; and

WHEREAS, the Public Safety Commission is scheduled for review in 2017; and

WHEREAS, the Snohomish City Council finds that the purpose of and need for the Public Safety Commission have not changed in a material way in the past two years;

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

Section 1. Authority.

As provided for in SMC 2.06.015A, the City Council by this resolution restates the purpose of and need for the Public Safety Commission every two years.

Section 2. Purpose and Need.

- (1) The Public Safety Commission is created and empowered by Chapter 2.27 Snohomish Municipal Code.
- (2) The Public Safety Commission continues to serve a meaningful role to the City in acting in an advisory capacity to the Chief of Police on matters of public safety and in furthering the overall goal of public safety within the community.
- (3) The Public Safety Commission continues to serve in a meaningful role to the City in reviewing written recommendations to the Washington State Liquor and Cannabis Board for new applications, or for renewal of liquor licenses at the request of the Police Chief.

CONSENT ITEM 7d

Section 3. Length of Reauthorization

The City Council hereby reauthorizes the Public Safety Commission for the years 2017 and 2018.

PASSED by the City Council and **APPROVED** by the Mayor this 7th day of February, 2017.

CITY OF SNOHOMISH

By _____
Karen Guzak, Mayor

Attest:

By _____
Pat Adams, City Clerk

Approved as to form:

By _____
Grant K. Weed, City Attorney

CONSENT ITEM 7d

CONSENT ITEM 7e

Date: February 7, 2017
To: City Council
From: Max Selin, Senior Utilities Engineer
Subject: **Authorize the City Manager to Execute an Agreement for 2017 Combined Sewer Overflow (CSO) Reduction Project Phase 2A**

SUMMARY: The purpose of this agenda item is to authorize execution of a Professional Services Agreement with BHC Consultants, LLC to complete the design of the 2017 Combined Sewer Overflow (CSO) Reduction Project Phase 2A Project in a total amount not to exceed \$38,313.

BACKGROUND: The City of Snohomish (City) has an ongoing CSO reduction program to reduce pollutant loading to the Snohomish River and comply with WAC 173-245.

The combined-sewer area in the City is located in the downtown Historic District, in the south-southwest portion of the City. All sanitary sewer (sewer) pipelines in the combined-sewer area receive and convey sewer and stormwater flows. Contributors of stormwater flow include roof drains, footing drains, and storm drains (catch basins and inlets) along roadways. The combined-sewer area is approximately 325 acres and is roughly bordered by the Snohomish River to the south, Maple Avenue on the southeast, Lincoln Avenue to the east, Seventh Street along the north, and State Route 9 to the west.

In 2013, the City received a stormwater grant from the Department of Ecology to create 90% plans and specifications for the construction of a stormwater utility wetland, located in the abandoned 25 acre lagoon at the Wastewater Treatment Plant. The City entered into an agreement with BHC Consultants, LLC in 2013 to develop the 90% plans and specifications. Construction of this infrastructure will enhance water quality by preventing pollutants associated with sediment, metal, nitrates, and fecal coliform from entering the 303(d) impaired Snohomish River through settling, biological uptake and by decreasing the chance for CSO events to occur in the future. A portion of this project design included construction of the conveyance pipe from the entrance of the Wastewater Treatment Plant on Second Street to the stormwater utility wetland. This project phase is to complete the design of the conveyance pipe portion of the project so that the City will be able to complete CSO separation projects as required.

BUDGETARY IMPACTS: The design and construction of this capital improvement project is identified in the 2017 Capital Improvement Plan Budget funded equally through the Stormwater and Sewer Funds in a total amount of \$550,000.

CONSENT ITEM 7e

Recommended Expenditure	Budget or Grant Source for Expenditure	Fund Balance Impact if Approved	Budget Amendment Required
\$38,313	\$275,000 (Sewer) \$275,000 (Stormwater)	\$255,543.50 (Sewer) \$255,543.50 (Stormwater)	N/A

STRATEGIC PLAN REFERENCE: Initiative #5: Become more environmentally sustainable; Initiative #8: Invest in Snohomish’s civic facilities. A. Sustain high-quality City services through cost-effective facilities.

RECOMMENDATION: That the City Council AUTHORIZE the City Manager to execute a Professional Services Agreement with BHC Consultants, LLC in the total amount not to exceed \$38,313 for the design completion of the 2017 CSO Reduction Project Phase 2A.

ATTACHMENTS:

- A. Exhibit A – Scope of Services
- B. Exhibit B – Budget Spreadsheet

ATTACHMENT A

**CITY OF SNOHOMISH
SCOPE OF SERVICES
for
2017 CSO Reduction Project Phase 2A
January 9, 2017**

PROJECT BACKGROUND AND UNDERSTANDING

The City of Snohomish (City) has an ongoing Combined Sewer Overflow (CSO) Reduction Program to reduce pollutant loading to the Snohomish River and comply with WAC 173-245. This project continues the City's program of conveyance and CSO system separation improvements.

Prior to 2010, the City had two CSO locations that allowed discharge of untreated sewage and stormwater to the Snohomish River when the collection system capacity was exceeded. One CSO location was within a basin that conveyed combined flows to the City's wastewater treatment plant (WWTP) by gravity, the other was within a basin that pumped flows to the WWTP.

In 2010, under the first phase of the CSO Reduction Program, a higher capacity combined pump station was constructed to replace the existing pump station to limit CSO events to one per year on average. The new pump station was designed to transmit peak wastewater flows to the WWTP in the near term, as well as separately transmit stormwater to a proposed stormwater utility lagoon west of the WWTP if needed in the future. This function will be required as the City pursues its CSO separation projects within the pump station CSO basin.

The second phase of the CSO Reduction Program involves extending the stormwater trunk line to convey stormwater to the existing "25-acre" stormwater utility lagoon located within the WWTP complex. In 2014, the City installed approximately 960 LF of 18-inch storm drain pipe with associated infrastructure from Avenue E to Avenue H in Second Street. This pipe will allow for the future CSO separation of the area roughly bounded by Avenue E to the east, Riverview Lane to the west Second Street to the south and Fifth and Sixth streets to the north. Phase 2A will continue the extension of the existing storm trunk line from the entrance of the WWTP on Second Street to the stormwater utility lagoon.

The 2014 preliminary design was partially funded by a Municipal Stormwater Capacity Grant for pre-construction planning and design obtained by the City under a Washington State Department of Ecology (Ecology) program. The 2014 design was completed to the 90% level and included new water quality retrofits to the existing "25-acre" stormwater utility lagoon and construction of an outlet to the Snohomish River. Construction funding from the Ecology program was not awarded for the project in 2014; therefore, the City is planning to implement the project through its capital improvement program in 2017.

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2017 CSO Separation Design Engineering Services

Scope of Work

CONSENT ITEM 7e

This scope of work includes completing the design of the stormwater trunk line extension to convey separated stormwater to the existing "25-acre" stormwater utility lagoon at the WWTP complex.

PROJECT APPROACH AND SCOPE

The scope of work includes the following tasks:

- Task 1 – Project Management
- Task 2 – Plans, Specifications, and Estimates
- Task 3 – Project Meetings
- Task 4 – Undefined Services

TASK 1 – PROJECT MANAGEMENT

Project management is performed throughout the duration of the project. It involves the oversight, technical direction and communications necessary to facilitate prompt execution of the work within the agreement schedule and level of effort.

1.1 Project Setup, Invoicing, and Communications

- Develop and distribute a project work plan to all BHC team members so that responsibilities and deliverable work products are understood. The plan will include planning of resource availability to meet the Scope of Work, levels of effort and fee estimates, and schedule for project deliverables.
- Enter project information and documentation within BHCs accounting and management system for invoicing and tracking purposes.
- Generate monthly invoices that summarize work performed during the period and identify upcoming activities.
- Provide ongoing client communications per desired City protocol to support data requests, plan work activities, and facilitate necessary decision making.

1.2 Project Coordination and Quality Assurance/Quality Control

- Coordination and technical oversight of the BHC team to effectively plan and execute the Scope of Work.
- Quality control of the project work plan, concepts and approach, and all work products by a senior engineer not directly working on the project before delivery to the City.

Task 1 Assumptions:

- Level of effort for required project coordination is based on the project being advertised for construction in April 2017 and awarded in May 2017. Bidding support will be included in the scope of work. Services during construction are not included in this scope of work, but may be added with additional scope and fee upon request.

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2017 CSO Separation Design Engineering Services

Scope of Work

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Task 1 Deliverables:

- Monthly invoices, including a cover letter describing project progress updates and a budget summary table.

TASK 2 – PLANS, SPECIFICATIONS, AND ESTIMATES

Using the 2014 90% design, BHC will complete plans, specifications, opinion of probable construction cost (OPCC), and construction schedule to the 100 percent complete level. A City review period will accompany 100 percent completion.

The plans prepared at the 100 percent complete level are intended to include engineering elements suitable for permit review and eventual project approval and construction.

2.1 Plan Drawings

Plan drawings will be developed in AutoCAD 2016 using a standard 22" x 34" sheet size. Files can be back-saved to other AutoCAD versions for compatibility with City software, as needed.

The level of effort estimate for developing the necessary plan set drawings is based on an anticipated sheet set projected from currently known project details. For each sheet, time is projected based on BHC experience from recent projects requiring similar disciplines and detail. Projected hours are split between engineering and drafting personnel. These estimates are subject to change as more site-specific information is established and more or less detail becomes required. Estimated drawings include:

SHEET CATEGORY & NO.	DRAWING NO.	TITLE	
GENERAL	1	G-1	Cover Sheet
	2	G-2	Legends, Abbreviations, Symbols, and Designations
	3	G-3	Design Criteria, General Notes, Details
	4	G-4	Site Plan
EROSION CONTROL	5	EC-1	TESC Plan
	6	EC-2	TESC Details and Notes
CIVIL	7	C-1	WWTP 30" Trunk Extension Plan and Profile 1 (1"=20')
	8	C-2	WWTP 30" Trunk Extension Plan and Profile 2 (1"=20')
	9	C-3	WWTP 30" Trunk Extension Plan and Profile 3 (1"=20')
	10	C-4	Grading Plan 1 (Stormwater Inlet at Stormwater Utility Lagoon)
	11	C-5	Grading Plan 2 (New Asphalt Pavement)
	12	C-6	Pipe Trench Sections and Details
	13	C-7	Stormwater Utility Lagoon Inlet Sections and Details

CONSENT ITEM 7e

2.2 Specifications

Prepare specifications for obtaining bids to construct the new stormwater trunk line and stormwater utility lagoon inlet features. Specifications for the 100 percent design will be prepared in WSDOT/APWA 2016 format. Specifications will be submitted at the 100 percent design level for review by the City. These will be finalized based on City 100 percent review comments.

Non-Technical Specifications: Bidding and Contract Requirements, Division 0

The non-technical specifications will be the City's standard "front end" legal and general requirements in WSDOT/APWA 2016 format. Supplemental conditions to the front end WSDOT/APWA standard front end documents, as may be developed by the City's attorney, will be incorporated as well. The City will be responsible for providing BHC with the City's current non-technical specifications for review and incorporation.

Technical Specifications: 2016 WSDOT Standard Specifications

The technical specifications will be 2016 WSDOT Standard Specifications. As appropriate and where applicable, these specifications will incorporate the City's standard current specifications/construction requirements and will be referenced within appropriate WSDOT/APWA sections. The technical specifications will be prepared in accordance with the project's design and construction requirements and with current, generally accepted industry standards and practices.

The format of the specifications will utilize WSDOT/APWA 2016 Standard Specifications, supplemented by WSDOT/APWA sections for special construction items. For purposes of estimating the level of effort required, it is assumed that BHC will supplement the City's standard specifications with technical specifications from WSDOT/APWA divisions.

2.3 Opinion of Probable Construction Cost and Construction Schedule

BHC will prepare an OPCC and a construction schedule using quantity take-offs based on the construction plans developed at the 100 percent complete milestones. The OPCC will be projected based on unit prices for the quantities that appear to be appropriate at the time the plans are completed. Level of accuracy for the estimates will be subject to the ranges established by AACE, commensurate with the degree of project completion. For the 100 percent complete estimate, a published range of accuracy of -10 to +10 percent accuracy level is adopted for the complete construction documents.

BHC will use past experience and industry knowledge to estimate the recommended project contract time. City input will be required to confirm anticipated bidding dates for the project. With this input, a project schedule will be developed for the 100 percent complete design level.

2.4 Bid Period Services

Bid period services will include responding to questions from potential bidders and preparation of up to one (1) addendum to the contract documents.

Task 2 Assumptions:

- Existing waterlines and sanitary sewer pipes along the new stormwater pipeline alignments will not be replaced.

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Scope of Work

CONSENT ITEM 7e

- The OPCC does not include evaluation of the presence and/or concentrations of contaminated or hazardous materials on-site.
- City standard specifications, including current bidding, general condition and technical specifications, will be made available to BHC in electronic Microsoft Word format.
- City standard details will be made available to BHC in electronic PDF and/or AutoCAD format.
- No structural, architectural, mechanical, or electrical and control discipline contract documents will be necessary.

Task 2 Deliverables:

- 100 percent complete plans, specifications, OPCC and construction schedule – five (5) copies of full size 22"x34" stamped and signed plan sets, five (5) copies of half size 11"x17" stamped and signed plan sets, five (5) sets of double-sided 8.5"x11" bound stamped and signed specifications, three copies of the OPCC and construction schedule, and full PDF and AutoCAD electronic files.

TASK 3 – PROJECT MEETINGS

Project meetings will be held at appropriate project milestones to discuss work progression, communication and responsibilities, information requests, or review of project deliverables. Necessary meetings are estimated to include:

- **Project Kickoff:** During this meeting, the project scope, budget, schedule and deliverable milestones will be discussed. Preferred communications between the City and BHC will be established, and additional information needs will be discussed. Also, BHC will review the final design concept with the City.
- **Design Review Meeting:** A meeting will be held to review the 100 percent complete construction documents. During these meetings, discussion of City review comments on BHC project deliverables will occur and conclusions made on appropriate modifications necessary to address the comments.
- **Project Site Visit:** Provision for one (1) site visit or additional City meeting is included under this Scope of Work.

Task 3 Assumptions:

- BHC will develop draft agendas in advance of all project kickoff and review meetings for City review. Site visits are excluded.
- BHC will prepare and distribute abbreviated meeting minutes recording topics discussed and decisions made during project kickoff and review meetings. Site visits are excluded.
- Up to two (2) BHC project team members will attend all project meetings and site visits. Meetings are assumed to have two-hour durations, on average.

Task 3 Deliverables:

- Project meeting agenda and minutes.

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TASK 4 – UNDEFINED SERVICES

It is difficult to accurately predict all issues that may arise during the design. Task 6 is included to provide a contingency fund for unanticipated and unidentified work. It is specifically included so that the City may quickly authorize BHC to perform additional work under this contract for scope changes that the City determines to be necessary. Funds under this task shall not be used without prior written approval from the City.

GENERAL ASSUMPTIONS

During the preparation of this Scope of Work and budget estimate, the following assumptions were made:

- Permit support is not included; the City will complete permitting in-house.
- Proposed conveyance piping alignments will occur within City Property and City Rights-of-Way.
- Imported backfill will be used for all trenching.
- Rights of Entry will not be required.
- Easements will not be required.
- Estimated budget is based, in part, on the estimated sheet count and as such, may require revision should the total number of sheets required increase or decrease. The City will be notified in advance of work if additional sheets are needed.
- Existing waterlines and sanitary sewer pipes along the new stormwater trunk line alignment will not be replaced.
- The sediment and soils in the existing abandoned wastewater lagoon (to be converted to a stormwater utility lagoon) are not contaminated to the point that they will require removal or cleanup that will add to the design effort of the stormwater utility lagoon.
- It is assumed that suitable information on utilities can be obtained from respective utilities in the project area and be relied upon for purposes of design.
- The Scope of Work (Exhibit A) and budget estimate (Exhibit B) are predicated on the understandings and assumptions stated herein.

ADDITIONAL SERVICES OR EXTRA WORK

The following are considered excluded from this Scope of Work defined in the tasks listed above and would be considered additional services or extra work. This work will not be performed without written authorization and direction from the City. This list is not all inclusive of work that is excluded from this Scope of Work. There may be other work that is excluded and is so noted within the body of the Scope of Work or by the fact that it is not explicitly stated herein.

- Rights of entry.
- Easement acquisition.
- Utility locating services, as the project area is all within the confines of the City's WWTP property and City Rights-of-Way.
- Assistance with establishing public use and necessity and/or condemnation.
- Cultural resources investigations, as required for the project under Section 106 of the National Historic Preservation Act (NHPA) and State Executive Order 05-05.

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2017 CSO Separation Design Engineering Services

Scope of Work

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- Location of private utilities.
- Percolation tests and dewatering or disposal system design/plans
- Project meetings beyond those stated.
- Changes in the requirements or design as a result of changes in conditions, regulations, ordinances, codes, overflows, or standards during design.
- Printing or copies of reports, submittals or contract documents beyond those stated.
- Agency review or permitting fees.
- Construction support services.

SERVICES AND INFORMATION TO BE PROVIDED BY CITY

This Scope of Work and budget estimate are based on the assumption that the City will provide the following services or information to BHC. This list is not all inclusive. Other services and information requirements can be found under the various tasks.

- Special invoicing requirements, if any.
- Available and relevant planning, environmental, and engineering data, plans, specifications, reports/studies and other information.
- Potholing of utilities that may conflict or are critical to the design.
- Be responsive to BHC's requests for review and comment on preliminary documents, reports, design submittals or other information, and providing information in a timely fashion. Comments on reports, submittals, or requests for information from multiple reviewers will be compiled and summarized, reviewed, edited, conflicts resolved, and written responses provided by the City wherever possible.

BUDGET

The budget for this Scope of Work is attached as Exhibit B and stated to be \$38,313. The budget is based on the rates as identified in Exhibit B.

**EXHIBIT B
BUDGET SPREADSHEET
City of Snohomish 2017 CSO Reduction Project Phase 2A**

Task No.	Task Description	QA/QC Dorn	PM Tulich	CSO Lead Kelsey/Giese	Project Eng. Heier	CAD Drafter	Proj Admin Person	Clerical/WP Sifferman	BHC Total Labor		Expenses	TOTAL COST
									Hours	Cost		
	Hourly Billing Rate:	\$210	\$190	\$190	\$130	\$105	\$106	\$80				
1	PROJECT MANAGEMENT AND QA/QC											
1.1	Project Setup, Invoicing and Communications	0	16	0	0	0	8	0	24	\$3,888	\$0	\$3,888
1.2	Project Coordination and QA/QC	4	8	0	0	0	0	0	12	\$2,360	\$0	\$2,360
	TASK SUBTOTAL HOURS	4	24	0	0	0	8	0	36			
	TASK SUBTOTAL LABOR COST	\$840	\$4,560	\$0	\$0	\$0	\$848	\$0		\$6,248	\$0	\$6,248
2	PLANS, SPECIFICATIONS, AND ESTIMATES											
2.1	Plan Drawings - 100 percent (draft and final)	0	12	2	30	40	0	0	84	\$10,760	\$200	\$10,960
2.2	Specifications - 100 percent (draft and final)	0	8	2	30	0	0	0	40	\$5,800	\$50	\$5,850
2.3	OPCC and Schedule (draft and final)	0	2	2	8	4	0	0	16	\$2,220	\$25	\$2,245
2.4	Bid Period Services	0	4	0	8	8	0	0	20	\$2,640	\$100	\$2,740
	TASK SUBTOTAL HOURS	0	26	6	76	52	0	0	160			
	TASK SUBTOTAL LABOR COST	\$0	\$4,940	\$1,140	\$9,880	\$5,460	\$0	\$0		\$21,420	\$375	\$21,795
3	PROJECT MEETINGS											
	Kickoff/Review Meetings	0	12	0	12	0	0	0	24	\$3,840	\$100	\$3,940
	Site Visits	0	4	0	4	0	0	0	8	\$1,280	\$50	\$1,330
	TASK SUBTOTAL HOURS	0	16	0	16	0	0	0	32			
	TASK SUBTOTAL LABOR COST	\$0	\$3,040	\$0	\$2,080	\$0	\$0	\$0		\$5,120	\$150	\$5,270
4	UNDEFINED SERVICES											
	TASK SUBTOTAL LABOR COST									\$5,000	\$0	\$5,000
TOTAL DIRECT LABOR AND OVERALL COST		\$840	\$12,540	\$1,140	\$11,960	\$5,460	\$848	\$0	228	\$37,788	\$525	\$38,313

CONSENT ITEM 7f

Date: February 7, 2017
To: City Council
From: Max Selin, Senior Utilities Engineer
Subject: **Reservoir No. 2 Pressure Reducing Valve Project Closeout**

SUMMARY: The purpose of this agenda item is to authorize project closeout of the Reservoir No. 2 Pressure Reducing Valve Project.

BACKGROUND: Reservoir No. 1 was decommissioned in fall 2014 due to the poor condition of the concrete structure. As the second phase of the decommissioning process, an additional 362/218 Zone Pressure Reducing Valve (PRV) was constructed to satisfy fire flow requirements to the south water distribution zone in the event that Reservoir No. 2 is taken offline for maintenance.

The Reservoir No. 2 Pressure Reducing Valve Project was budgeted in 2016. The project was advertised for bids in May 2016, and the City received seven bids. D&G Backhoe, Inc., of Snohomish, was the successful bidder in the amount of \$173,291.17. A construction contract was subsequently awarded to D&G Backhoe, Inc. at the June 7, 2016 Council meeting.

BUDGETARY IMPACTS: This capital improvement project was identified in the 2016 Budget in the amount of \$200,000 and to be funded through the Water Utility Capital Improvement Fund.

Council Approved Expenditure	Budget or Grant Source for Expenditure	Fund Balance Impact	Budget Amendment Required
\$191,000	Water Utility Capital Improvement Fund	\$154,668.87	None

Project Construction Cost Summary	
Council Approved Construction Contract	\$ 191,000.00
Total Construction Cost Paid	\$ 154,668.87
Approved Construction Contract Budget Remaining	\$ 36,311.13

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COST SAVINGS NOTE: City Engineering Staff performed the contract administration, construction management, and project inspection for this project. Utilizing City Engineering Staff in lieu of outside consultants resulted in a significant cost savings to the City.

STRATEGIC PLAN REFERENCE: Not Applicable

RECOMMENDATION: That the City Council **ACCEPT** the contract for construction of the Reservoir No. 2 Pressure Reducing Valve Project Closeout with a total construction cost of \$154,668.87.

ATTACHMENT: None

CONSENT ITEM 7g

Date: February 7, 2017
To: City Council
From: Debbie Emge, Finance Director
Subject: **Agreement with Agile IT for an Email Hosting Service**

SUMMARY: The purpose of this agenda item is to authorize the execution of Professional Services Agreement between the City of Snohomish and Agile IT for consultant services to migrate and deploy an email hosting service.

BACKGROUND: The City currently has an on premise email solution running Microsoft Exchange Server 2007. Email anti-virus, anti-spam software and email archive software are purchased separately and individually, and need to be renewed annually. The City is required to upgrade the email system to a newer version this year due to end of life support. Due to the potential to require additional hardware and software costs for the newer version email system, City IT staff has determined that now would be a good time to move to a hosted email service. Microsoft Exchange Online (Exchange Online) has been in service for years and its customers now include numerous government agencies in Washington State and Snohomish County. The cost to move to Exchange Online is not much different compared to the cost necessary to upgrade to a newer version of the email system. In addition, Exchange Online offers greater reliability, continuity, and redundancy for disaster recovery. As long as an internet connection is available, City Councilmembers and staff have 99.9% or greater chance of having access to the City's email service. Even if the City were to build a redundant email system, besides the potential of a large cost, we are unable to replicate similar reliability, continuity, and redundancy in case of disasters.

ANALYSIS: Agile IT will assist the staff with the migration of the current email server to the new-hosted system as well as assist in the deployment of the new-hosted solution and support. The contract also provides the ongoing annual licensing agreement required for 80 email boxes. The plan includes the following key features:

- Large mailboxes – 50GB storage and sent messages up to 25MB
- Web-based access - same look and feel as the Outlook desktop version
- Mobility – mobile access via the ios, android and windows platforms
- Shared calendars
- Security – includes anti-malware and anti-spam protection
- In-place archive – help reduce mailbox clutter and offers unlimited storage
- Data loss prevention (DLP) – assists with meeting the public records requirements

CONSENT ITEM 7g

BUDGETARY IMPACTS:

Recommended Expenditure	Budget or Grant Sources for Expenditure	Fund Balance Impact if Approved	Budget Amendment Required
\$20,000 in 2017 and \$7,000 per year for 2018-2022.	\$20,000 from Information Services Fund	N/A as already included in approved budget	N/A

STRATEGIC PLAN REFERENCE: Initiative #8: Invest in Snohomish’s civic facilities. Although hosted email service is not a physical structure, it is a civic facility needed for communications.

CITY COUNCIL GOAL: Implement approved enhancements to the City’s open government, public communication and civic engagement programs.

RECOMMENDATION: That the City Council **AUTHORIZE** the City Manager to sign and execute the Professional Services Agreement with Agile IT in an amount not to exceed \$20,000 for the 2017 and \$7,700/year for 2018-2022 for consultant services and licensing to migrate and deploy an email hosting service.

ATTACHMENT: Professional Services Agreement with Agile IT

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SNOHOMISH, WASHINGTON
AND AGILE IT
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Snohomish, Washington, a Washington State municipal corporation (“City”), and Agile IT a California Corporation (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding migration of email services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services 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 Services 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 produced under this Agreement 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

CONSENT ITEM 7g

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 Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the 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 Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence on February 7, 2017 and shall terminate at midnight, February 6, 2022. This agreement shall extend automatically for an additional five (5) years unless terminated by either party subject to the terms in V.2.

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.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

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_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 damages 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 officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the Consultant’s violation of the Public Records Act RCW 42.56, or ’s failure to produce public records as required under the Public Records Act.

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e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.
- (5) Technology Errors & Omissions (E&O).
- (6) Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

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Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

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

(2) Automobile Liability. \$1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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(5) Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

(6) Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$1,000,000 per claim \$1,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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k. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

l. Safeguarding of Personal Information

Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

Consultant and its subconsultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Public Entity or as otherwise authorized by law.

Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Consultant shall make the Personal Information available to amend as directed by Public Entity and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and Public Entity mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

Consultant shall notify Public Entity in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity.

Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant 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. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

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c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 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.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$20,000

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for the first year or \$7,000 in any subsequent year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

Larry Bauman
City Manager
116 Union Ave
Snohomish, WA 98290

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

Agile
Conrad Agramont (CEO)
3517 Camino Del Rio S, Ste. 215
San Diego, CA 92108

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

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

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

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2017.

CITY OF SNOHOMISH

AGILE IT, INC

By _____
Larry Bauman, City Manager

By _____
[PRINT OR TYPE NAME AND TITLE]

Approved as to form:

Attest:

Grant K. Weed, City Attorney

Pat Adams, City Clerk

**Exhibit A
Scope of Services**



Microsoft Partner

- Gold Cloud Platform
- Gold Cloud Productivity
- Gold Enterprise Mobility Management
- Gold Identity and Access
- Gold Datacenter
- Gold Devices and Deployment
- Gold Collaboration and Content
- Gold Messaging
- Gold Small and Midmarket Cloud Solutions
- Gold Midmarket Solution Provider
- Gold Customer Relationship Management
- Gold Hosting
- Gold OEM

We have prepared a quote for you

AgileAscend Office 365 Migration, Licensing & Ongoing Support

Quote # 001742
Version 1

Prepared for:

City of Snohomish, WA

Derek Sherred
sherred@snohomishwa.gov

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▶ Executive Summary

Office 365

Office 365 is Office, where and when you need it. More than that, Office 365 brings together the familiar Microsoft Office desktop applications with cloud-based business email, shared calendars, corporate social media, instant messaging (IM), video conferencing, corporate intranet/extranet system and more. Office 365 was built from the ground up to be “mobile first, cloud first”, so it works across all your devices.

With enterprise-grade tools, robust security, built-in redundancy and a financially-backed 99.9% up-time guarantee for a predictable monthly cost, Office 365 is the easiest way to work together!

Why Buy Office 365 from Agile IT?

Although you could buy your Office 365 licenses and subscriptions from Microsoft, purchasing from Agile IT has numerous benefits. In addition to having everything covered by one bill and one vendor relationship, each subscription includes:

- Support provided by Agile IT's award-winning Support Team and backed up by our Service Level Agreement
- Agile IT is familiar with your set-up which provides the ability to resolve issues much faster than standard Microsoft support
- Flexible billing options (pay monthly, yearly, by check or CC)
- Native English speaking support technicians

AgileAscend: Office 365 Migration

Moving any organization to Office 365 is a multi-phased project that requires expertise in project management, change management, technical consulting, and technical support. AgileAscend: Office 365 Migration Solutions enable you to draw on Agile IT's expertise and experience to migrate seamlessly to Office 365 – on time, within budget and with minimal disruption to your business.

Project Needs

City of Snohomish, WA currently uses Exchange 2007 hosted onsite for their email and scheduling and is looking to migrate those systems to Office 365.

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Ideal Outcomes

By using AgileAscend, City of Snohomish, WA will achieve the following outcomes –

- Streamline and consolidate all email and scheduling into a single secure solution
- Remove the need to manage, upgrade and maintain on-site hardware
- Improve collaboration throughout the organization
- Complete the migration to Office 365 in a seamless manner with minimal impact to business

Current Environment

The City of Snohomish, WA current environment is as follows:

- Exchange 2007 hosted onsite for email and productivity
- (80) total mailboxes (Number includes Shared/Resource Mailboxes)
- Public Folders (not currently in use)
- Approx. (41) Distribution Groups
- Active Directory hosted on-site
- Office (Outlook) 2007 (Currently upgrading to 2013)
- GFI for Archiving

Project Assumptions

The following assumptions have been made in creating this proposal:

- The City of Snohomish, WA environment is as stated above
- City of Snohomish, WA will provide Agile IT with administrative access to the current environment
- Any limitations included in this proposal are noted and accepted by City of Snohomish, WA
- No changes will be made to the scope of this proposal after acceptance without a Change Order being submitted
- Customer has been made aware of recommended Hybrid deployment and Exchange Management Server (post deployment) and has opted to leave this out of scope. Notating this will leave an unsupported via Microsoft post-deployment state.

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Project Deliverables

The deliverables for this AgileAscend project are:

- Migration of email from single domain on Exchange 2007 to Office 365 for (80) mailboxes
 - Option to Decommission Exchange Server (included as **optional** in scope)
- Cutover Migration to Office 365
- Configuring AD Connect for SSO with Office 365
- 60 days post-migration support for (80) users
- Ongoing Office 365 support as detailed in the "Included Services" section of this proposal

Not included in scope:

- Installation of Office 365 components on the work stations
- Hybrid Deployment
- Installation of Exchange Management Console (post deployment)
- Migration of Public Folders to Office 365
- Manually recreating Distribution Lists
- Reconfiguring of Outlook Profiles
- Migration of GFI Archives to Office 365 (additional work/scope)

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▶ Our Recommendation

Based on our understanding of the current City of Snohomish, WA environment, we recommend the following solutions which will meet the needs outlined above.

Deployment and Migration

Description	Qty	Ext. Price
AgileAscend Essentials Mailbox Migration & Change Management	80	\$6,550.40
AgileAscend Mailbox Migration Tool	80	\$1,200.00
AgileAscend: Password Sync for Office 365	1	\$1,000.00
AgileAscend 60-Days Office 365 User Support	80	\$0.00
AgileDataCenter: Decommission Exchange Server 2007/2010/2013 (Optional)	1	\$1,500.00

Optional Services

Description	Qty	Ext. Price
AgileProtect Office 365 Mail (Optional)	80	\$320.00

Subscriptions and Licensing

Description	Qty	Ext. Price
Govt Exchange Online Plan 2 Standard Support (per user)	80	\$560.00

Included Services

Description	Qty	Ext. Price
Support SLAs	1	\$0.00

One-Time Costs (incl. Rebates): **\$8,750.40**
One-Time Costs plus Optional: **\$10,570.40**
Monthly Recurring Total: **\$560.00**

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Deployment and Migration

Deliverable	Qty
<p>AgileAscend Essentials Mailbox Migration & Change Management</p> <p>AgileAscend Essentials: Mailbox Migration & Change Management is suitable for organizations with ample time and technical resources. Working closely alongside your Project Manager and IT staff, our own highly-skilled and award-winning professional team will migrate legacy email for one domain. In addition, we will mentor your migration team every step of the way, from planning to client computer configuration and post-migration support and training.</p> <p>Agile IT will assist your team to:</p> <ul style="list-style-type: none"> • Plan the entire migration to ensure business continuity during the migration • Build a functional Office 365 environment • Provision the Office 365 user accounts and configure the online services for one domain • Configure your Office 365 account to use one e-mail domain (yourcompany.com) • Transition mail flow from your old messaging system to Office 365 • Provision access to your SharePoint collaboration and Skype for Business sites • Perform the migration of existing legacy mailboxes from one domain to Office 365/Exchange Online • Migrate existing users email/calendar/contacts/tasks that exist on the source email server to Office 365 <p>Additionally, Agile IT will:</p> <ul style="list-style-type: none"> • Provide guidance and mentoring for your team to install the Office 365 components on the workstations • Provide guidance and mentoring for your team to install and configure the selected Office 365 licenses • Provide a central point of post migration support to your IT staff for end-user migration issues • Train your IT Administrators in the on-going administration of Office 365 <p>Pricing Note: Pricing calculated based on Agile IT being assigned as your Partner of Record for Microsoft licensing for 12 months.</p>	80
<p>AgileAscend Mailbox Migration Tool</p> <p>Email, contacts and calendars require the use of a third-party tool to migrate to Exchange.</p> <p>The AgileAscend Migration Tool migrates email, contacts and calendars and is required for the following:</p> <ul style="list-style-type: none"> • Cutover Migration method from Exchange • Google Apps/Gmail (GAPE) • IMAP • Novell GroupWise • POP • VMware Zimbra Server • IBM Lotus Notes 	80
<p>AgileAscend: Password Sync for Office 365</p> <p>AgileAscend: Password Sync for Office 365 synchronizes your Active Directory accounts to allow auto-provisioning of account details within Office 365 and single sign-on. Agile IT's experts will assist your IT team to configure your connection with Office 365 Azure Active Directory, as follows:</p> <ul style="list-style-type: none"> • Perform an Active Directory Health check • Prepare the Active Directory environment • Install and configure Office 365 Password Synchronization • Configure user accounts for single sign-on • Test account synchronization and single sign-on • Provide knowledge transfer to your IT staff <p>Note: AgileAscend Password Sync for Office 365 requires you to provide a physical or virtual server running Windows 2012 or Windows 2012 R2 with 1 Core, 4GB RAM, 40GB Hard Disk.</p>	1

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Deployment and Migration

Deliverable	Qty
<p>AgileAscend 60-Days Office 365 User Support</p> <p>AgileAscend Office 365 User Support provides 60 days post-migration support for your Office 365 users free of charge. It includes support for issues arising from:</p> <ul style="list-style-type: none"> • Licensing assignments for current users • Adding, removing and changing user accounts in Office 365 • Password resets • Connectivity issues to Office 365 for workstations and mobile devices <p>AgileAscend User Office 365 Support also includes access to our Learning Center, which includes interactive and video-based training for Office 365 administrators and users. Subjects covered in the Learning Center include:</p> <ul style="list-style-type: none"> • Office 365 Administration • Basic, Intermediate and Advanced Office suite (Word, Excel, PowerPoint and Access) topics • Outlook, Skype for Business and SharePoint and more. 	80
<p>AgileDataCenter: Decommission Exchange Server 2007/2010/2013</p> <p>Decommissioning a server requires careful planning to ensure that there is no interruption in service to users or to your business.</p> <p>Agile IT will:</p> <ul style="list-style-type: none"> • Prepare a decommissioning plan • Identify services, including shares and tasks, running on the legacy server • Verify that all required services are active and running on the new server • Verify that no active users are still using the legacy server • Verify that no active mailboxes are being used • Ensure server is removed from relevant Active Directory containers • Disable or Uninstall Exchange Services • Provide support and guidance for your IT staff to remediate any post-decommissioning issues <p>Note: If any services have not been transferred from the server being decommissioned, an additional fee will apply to transfer them (e.g. Mailbox migration).</p>	1*

Optional Services

Deliverable	Qty
<p>AgileAscend: Manual Public Folder Migration</p> <p>AgileAscend Manual Public Folder Migration fee encompasses the server-to-server migration of a single Public Folder.</p>	*
<p>AgileAscend: Manual Distribution List Creation</p> <p>Agile IT will migrate additional Distribution Lists at a fixed-price per list.</p>	*
<p>Note: As part of the AgileAscend Core fee, Agile IT will coach your IT staff on how to migrate a single Distribution List.</p>	

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Optional Services

Deliverable	Qty
AgileProtect Office 365 Mail AgileProtect for Office 365: Mail, provides backup services for Individual mailboxes, Shared mailboxes, and Public Folders hosted with Microsoft Office 365. <ul style="list-style-type: none">Individual Emails, Folders, and ContactsAll CalendarAll Contacts	80*
Pricing Note: Pricing is per mailbox/public folder, per month and does not include storage or transfer costs.	

Subscriptions and Licensing

Deliverable	Qty
Govt Exchange Online Plan 2 Standard Support (per user) <ul style="list-style-type: none">12 month Microsoft Office 365 Exchange Online Plan 2 subscriptionSupport provided by Agile IT, as detailed in the Included Services section of this proposal <p>Exchange Online Software Plan 2 Includes:</p> <ul style="list-style-type: none">Large mailboxes: Each user gets 50 GB of mailbox storage and can send messages up to 25 MB in size.Outlook support: Users can connect supported versions of Outlook to Exchange Online, so they can use the rich client application they already know.Web-based access: For web-client access, Outlook Web App provides a premium browser-based experience that matches the look and feel of the full Outlook client.Mobility: Mobile access is available from all phones that can receive email, including Windows Phone, iPhone®, Android, and Blackberry devices.Shared calendar and contacts: Users can compare calendars to schedule meetings and can access collaboration features, including shared calendars, groups, the global address list, external contacts, tasks, conference rooms, and delegation capabilities.Apps for Outlook: Users can spend less time switching between apps with an extension model that allows third-party web applications easy plug-in access for both Outlook and Outlook Web App.Security: Every mailbox is protected with premier anti-malware and anti-spam protection via Exchange Online Protection.In-Place Archive: Reduce inbox clutter by automatically moving old messages to an In-Place Archive.In-Place Hold: Use In-Place Hold to preserve deleted and edited mailbox items from users' primary mailboxes and In-Place Archives.Unlimited storage: Take advantage of unlimited storage (50 GB of storage in the user's primary mailbox, plus unlimited storage in the user's In-Place Archive).Hosted voicemail: Take advantage of hosted Unified Messaging services that provide call answering, a dial-in user interface, and company automated attendant capabilities.Data loss prevention (DLP): Control sensitive business data with built-in DLP policies based on regulatory standards such as PII and PCI, which help to identify, monitor, and protect sensitive data through deep content analysis.	80
Pricing note: Pricing is per user/month	

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Included Services

Deliverable	Qty								
Support SLAs All support issues will be assigned a severity, and the availability and response times will be as shown below:	1								
<table border="1"><thead><tr><th>Severity</th><th>Standard</th></tr></thead><tbody><tr><td>Critical: Events that prevent you from accessing or using your services or data, severely impact deadlines or profitability, or affect multiple users or services.</td><td>Available: 24/7 Response time: 1 Hour</td></tr><tr><td>High: Events that affect the productivity of users but have moderate business impact, can be dealt with during business hours, or affect a single user, customer, or service.</td><td>Available: Business Hours Response time: No Commitment</td></tr><tr><td>Non-critical: Events that have minimal service or productivity impact on the business, such as a single user experiencing partial disruption, but an acceptable workaround exists.</td><td>Available: Business Hours Response time: No Commitment</td></tr></tbody></table>	Severity	Standard	Critical: Events that prevent you from accessing or using your services or data, severely impact deadlines or profitability, or affect multiple users or services.	Available: 24/7 Response time: 1 Hour	High: Events that affect the productivity of users but have moderate business impact, can be dealt with during business hours, or affect a single user, customer, or service.	Available: Business Hours Response time: No Commitment	Non-critical: Events that have minimal service or productivity impact on the business, such as a single user experiencing partial disruption, but an acceptable workaround exists.	Available: Business Hours Response time: No Commitment	
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AgileAscend Office 365 Migration, Licensing & Ongoing Support

Prepared by:



Agile IT
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Prepared for:

City of Snohomish, WA
116 Union Ave
Snohomish, WA 98290
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(360) 282-3169

Quote Information:

Quote #: 001742
Version: 1
Delivery Date: 01/04/2017
Expiration Date: 01/31/2017

One Time Initial Investment

Description	Amount
Deployment and Migration	\$8,750.40
Subscriptions and Licensing	\$560.00
Total One Time Investment:	
	\$8750.40

Monthly Recurring Charges

Description	Amount
Subscriptions and Licensing	\$560.00
Monthly Recurring:	
	\$560.00

***Optional Expenses**

Description	Amount
Deployment and Migration	\$1,500.00
Optional Services	\$320.00
Optional Subtotal:	
	\$1,820.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

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▶ About Agile IT

With over 400,000 mailboxes remotely migrated (across 900 plus Agile IT Customers) from every messaging platform and 100% deployment success rate, Agile IT has all the necessary Office 365 Migration Project and Change Management expertise, along with the technical skills required to ensure your migration runs with minimal disruption to your business.

Headquartered in San Diego, California, and with offices in Florida, New Jersey and Arizona, Agile IT has been serving education, government, non-profit/charity, and corporate customers nationwide since 2006. Agile IT was one of the first service providers to deliver Office 365, Intune & Azure.

Agile IT holds over 10+ Gold Microsoft competencies and as a Tier One member of the prestigious Microsoft Champions Club, Azure Circle Partner, Cloud Accelerate Partner, and Microsoft Managed Partner, Agile IT sits among the top 0.5% of the online services channel. And we are proud to be one of only a handful of companies worldwide who have been named as Microsoft Cloud Partner of the Year for four consecutive years (2012 – 2015).



Microsoft Partner

- Gold Cloud Platform
- Gold Cloud Productivity
- Gold Enterprise Mobility Management
- Gold Identity and Access
- Gold Datacenter
- Gold Devices and Deployment
- Gold Collaboration and Content
- Gold Messaging
- Gold Small and Midmarket Cloud Solutions
- Gold Midmarket Solution Provider
- Gold Customer Relationship Management
- Gold Hosting
- Gold OEM



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▶ Terms and Conditions

Scope of Work: This proposal shall form the basis of the scope of work for the AgileAscend project for City of Snohomish, WA. Any work not specifically requested by City of Snohomish, WA and not included in this proposal shall be subject to additional fees.

Work Fees: In consideration of successful completion and acceptance of the Work described herein, City of Snohomish, WA agrees to pay Agile IT the Project Total fees listed above. Fifty percent (50%) of the estimated Project Total fees listed above shall be paid as an advance prior to commencement of the Work, and the remaining of the Project Total fees paid upon acceptance of the Work by City of Snohomish, WA.

When Agile IT reaches the phase for the execution to migrate, the customer will be invoiced for either the next milestone or project completion if the customer decides to wait to move the project forward. Agile IT will still complete the project and will be ready to restart the project no sooner than two weeks from when the customer notifies that they are ready to move forward.

The parties agree that acceptance of the Work will not be given unless and until all accounts have been successfully migrated and are operating in the Office 365 environment, all committed training and transition assistance has been provided, and any other Work to be performed by Agile IT under this Agreement has been provided.

Additional Work, Customization, and out of scope items: There are may be times when you would like additional customization or other work to be done during the duration of the project. If this work is outside of the scope of the project defined within this proposal, City of Snohomish, WA has an option to accept and approve additional work based on Time and Materials (T&M). City of Snohomish, WA will be given an estimate of hours to complete the defined work. All of the T&M work is invoiced at the end of each month (thus not at the end of the total project) and billed at the rate of \$235.00/hour.

Co-Piloting: Agile IT delivers services using remote connectivity tools and the engineers work independently. Agile IT can work together with City of Snohomish, WA (e.g. screen sharing) if required, but this will typically result in an 10-15% increase in billable hours or fixed fee price and will expand the life of the project. Agile IT only recommends this where regulatory or security policies require it. If this requirement is added after the original proposal has already been signed, then this fee will be added to the project via a Change Order.

Payment Terms: Unless otherwise specified in writing, all fees shall be due and payable within 30 (thirty) days of the invoice date.

Notwithstanding any provision to the contrary, any and all payments required to be made hereunder shall be made in a timely manner, and no payments to Agile IT shall be withheld,

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delayed, reduced or refunded if Agile IT has performed its material obligations.

Pilot Migration Acceptance: In order to verify the functionality of Office 365 in a production environment, Agile IT will perform an initial Pilot Migration of non-critical business users in order to gain acceptance from City of Snohomish, WA that the Office 365 solution meets City of Snohomish, WA requirements. In the event that City of Snohomish, WA reasonably has not accepted the Work or Functionality of Office 365 during the Pilot Migration stage, Agile IT shall assist City of Snohomish, WA in transitioning accounts that have been migrated back to their legacy environment and shall not be entitled to any additional fees hereunder. The Pilot Migration stage scope will not exceed 10% of the total users to be migrated.

Multiple Migration Phases: AgileAscend migrations include one migration phase which includes all of the users that will be migrated at one time. If additional migration phases are required, they must be purchased separately. Additional migration stages may be purchased through a change order, but may not be scheduled for 2-3 weeks from the time they are paid.

Work: All work performed by Agile IT shall be performed in a professional and workmanlike manner by qualified personnel. After the customer and Agile IT complete the initial information collection and discovery process, Agile IT shall make itself available to perform the Work on such days as requested by City of Snohomish, WA, and the migration over the weekend designated by City of Snohomish, WA; provided that City of Snohomish, WA communicates such dates at least seven (7) business days in advance.

Proposal Assumptions: Agile IT has conducted such meetings with City of Snohomish, WA IT staff as necessary to gain a sufficient level of understanding of City of Snohomish, WA existing software and hardware systems to price this service contract for Office 365 Migration on the fixed fee basis provided herein. In the event that the parties mutually agree that a pricing adjustment is in order due to changes of migration quantity or scope, the parties shall negotiate in good faith to arrive on an agreed upon pricing adjustment.

Hardware: All hardware (PC, Server, Firewall, Network Switches etc.) and hardware repair costs are the sole responsibility of the customer. Agile IT assumes no liability for hardware or software failures.

Expenses for onsite work: All hours quoted above are for remote work. If the client prefers onsite work, in addition to the total fees listed above, City of Snohomish, WA shall reimburse Agile IT for pre-approved, reasonable and actual supplies, travel and travel-related expenses incurred by Agile IT in connection with the performance of the Work. All travel expenses hereunder are subject to review by City of Snohomish, WA and the City of Snohomish, WA Travel Policy, and Agile IT must submit appropriate documentation evidencing expenses to be reimbursed. Onsite travel mileage will be billed at current IRS reimbursement rates.

Origin: This agreement becomes effective only when accepted by agents of City of Snohomish, WA

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and Agile IT. Regardless of the place of accepting of this agreement, City of Snohomish, WA agrees that for purposes of venue, this contract was entered into in Snohomish, Washington and any dispute will be litigated or arbitrated in Snohomish, Washington.

Verbal Override: The agreement contained in this contract constitutes the sole agreement between City of Snohomish, WA and Agile IT regarding all items included in this agreement.