



CITY OF SNOHOMISH

P.O. BOX 1589 | SNOHOMISH, WASHINGTON 98291 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

TUESDAY
October 20, 2020
6:00 p.m.

AGENDA ON NEXT PAGE

Remote On-Line/Phone Access ONLY Via “Zoom”:

Pursuant to City of Snohomish’s **Resolution 1408** adopting procedures for holding public meetings consistent with State law, and in accordance with the Governor’s Proclamation 20-25, “Stay Home Stay Healthy” order to reduce the risk of exposure and the spread of contagious viruses through social interactions, the October 20, 2020 regular meeting of the City Council will be held utilizing remote access. The public is invited and encouraged to participate by calling in, and listening to the live meeting. Instructions for calling into the live meeting are provided below.

To access the ONLINE Zoom remote meeting, please use the following link (external/internal speakers required): <https://us02web.zoom.us/j/88949249495>

Meeting ID: 889 4924 9495

To PHONE-IN without a computer, or if your computer does not have an audio feature, dial:

+1 253 215 8782 or
+1 669 900 6833 or
+1 346 248 7799 or
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YOU WILL BE PROMPTED TO ENTER THE MEETING ID# --

Meeting ID: 889 4924 9495

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CITY OF SNOHOMISH

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NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

Remote On-Line/Phone Access ONLY Via "Zoom"

TUESDAY
October 20, 2020
6:00 p.m.

AGENDA

*Estimated
time*

- 6:00 1. **CALL TO ORDER:**
- a. Roll Call
 - b. Pledge of Allegiance
2. **INTRODUCTORY REMARKS BY MAYOR JOHN T. KARTAK**
3. **APPROVE AGENDA** contents and order
4. **APPROVE MINUTES** of the October 6, 2020 workshop and regular meeting (P.5)
- 6:05 5. **PRESENTATIONS:** Appreciation of Service - Lya Badgley
- 6:15 6. **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.*
- 6:30 7. **PUBLIC HEARING:** Water Use Efficiency Program Update for 2020-2025 - Resolution 1414 (P.15)
- a. Announce purpose and open public hearing
 - b. Staff presentation
 - c. Council's questions of staff
 - d. Citizens' comments
 - e. Close citizens' comments
 - f. Council deliberation
 - g. Close public hearing
 - h. Council motion and action - **PASS** Resolution 1414

*** Continued Next Page ***

8. **ACTION ITEMS:**
- 6:50 a. **SELECT** Applicant to Fill City Council Position 3 Vacancy (*Interviews to be conducted during a special meeting at 4 p.m.) (P.21)*
- 7:10 b. **AUTHORIZE** the Mayor to Execute a Professional Services Agreement with Murraysmith, Inc. for the Western Gravity Flow Diversion and Water Transmission Main Projects (*P.23*)
- 7:25 9. **CONSENT ITEMS:**
- a. **ACCEPT** Bid Award and **AUTHORIZE** Mayor to Sign a Contract with Accord Contractors for the City Hall/Engineering Annex Roof Replacement Project (*P.53*)
- b. **AUTHORIZE** payment of claim warrants #73678 through #73753 in the amount of \$748,442.07, issued since the last regular meeting (*P.57*)
- 7:30 10. **OTHER BUSINESS/INFORMATION ITEMS**
- 7:35 11. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 7:40 12. **COUNCIL PRESIDENT’S ITEMS/REPORTS**
- 7:45 13. **CITY ADMINISTRATOR’S COMMENTS**
- 7:50 14. **MAYOR’S COMMENTS**
- 7:55 15. **ADJOURN**

NEXT MEETING: The next meeting is scheduled for Tuesday, November 3, 2020, regular meeting at 6:00 p.m. at a location to be determined.

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.

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**Snohomish City Council Workshop Minutes
October 6, 2020**

1. **CALL TO ORDER:** Mayor Kartak called the Snohomish City Council special meeting to order at 6:00 p.m., Tuesday, October 6, 2020.

COUNCILMEMBERS/MAYOR PRESENT

Larry Countryman
Steve Dana
Judith Kuleta
Tom Merrill
Donna Ray
Linda Redmon
John T. Kartak, Mayor

STAFF PRESENT

Debbie Burton, Finance Director
Steve Schuller, City Administrator and Utility
General Manager
Brandi Whitson, Deputy City Clerk

NOTE: Due to the COVID-19 declared federal, state and local emergency, and pursuant to Governor Inslee's Proclamations 20-05 and 20-28, the Snohomish City Council held its meeting via remote participation.

2. **DISCUSSION ITEM:** Mayor's Recommended Budget Overview

Ms. Burton introduced the Mayor's Recommended Budget for 2021-2022, providing a slide show of the highlights of the budget. The conservative budget is still an estimate, with the final numbers provided in the budget Council will approve next month. The budget aims to sustain existing service levels, rather than increasing revenues through human resources or enhancing existing services.

Ms. Burton noted the budget assumes a 1% increase of property taxes, which will be brought before Council next month for hearings and recommended approval. Additionally, the budget does not consider potential Carnegie building revenues or additional expenses, a plan for which will be presented to Council next year. Budget amendments could be considered at that time.

Councilmember Kuleta questioned PBIA revenues. Ms. Burton advised since the City switched to utilizing the State's licensing program, the City has had to invoice separately for PBIA. This process has been difficult to accommodate given current staffing levels. Council discussed if the HDSA could assist in educating vendors on compliance.

Council President Redmon asked if the State-Shared Revenue was a reliable figure. Ms. Burton responded the numbers are based on details received in August, and new forecasts will be received. The numbers are still a conservative estimate.

The Council also discussed permit revenues, less sales tax revenue due to online retailers, and an increasing population's effect on staffing and service levels while also providing additional utility taxes.

Ms. Burton identified the budget's overall expenses are more than overall revenues, due to a significant investment in capital projects. Councilmember Dana noted the capital projects do

AGENDA ITEM 4.

not involve the City accumulating debt, and Ms. Burton added that utility rates to customers will not be affected.

Discussion followed regarding law enforcement expenses and the upcoming contract negotiations. Staff reminded Council that these expenses also relate to jail fees and other legal fees, not just salaries.

Council questioned traffic impact fees and their potential uses. Mr. Schuller replied the funds are typically used to match grant funding, as the City tries to obtain grants to lessen the impact upon City finances.

Ms. Burton identified the City does not expect any new employee positions in 2021-2022, and even the removal of an unfilled position in the Finance Department. Mr. Schuller indicated if Council would like a higher level of service then revenue sources should be researched to help fund more staff positions to provide the desired level of service.

Ms. Burton indicated all figures meet or exceed the Council's policies related to fund balances, but estimates indicate a potential deficit for the 2023-2024 budget. She suggested the Council consider that possibility when working through the next two years.

There being no further discussion, the meeting was adjourned.

3. ADJOURN at 5:53 p.m.

APPROVED this 20th day of October, 2020

CITY OF SNOHOMISH

ATTEST:

John Kartak, Mayor

Brandi Whitson, Deputy City Clerk

**Snohomish City Council Meeting Minutes
October 6, 2020**

1. **CALL TO ORDER:** Mayor Kartak called the Snohomish City Council regular meeting to order at 6:00 p.m., Tuesday, October 6, 2020.

COUNCILMEMBERS/MAYOR PRESENT

Larry Countryman
Steve Dana
Judith Kuleta
Tom Merrill
Donna Ray
Linda Redmon
John T. Kartak, Mayor

STAFF PRESENT

Debbie Burton, Finance Director
Brennan Collins, Project Manager
Emily Guildner, City Attorney's Office
Yoshihiro Monzaki, City Engineer
Glen Pickus, Planning Director
Captain Robert Palmer, Interim Police Chief
Steve Schuller, City Administrator and Utility
General Manager
Brandi Whitson, Deputy City Clerk

NOTE: Due to the COVID-19 declared federal, state and local emergency, and pursuant to Governor Inslee's Proclamations 20-05 and 20-28, the Snohomish City Council held its meeting via remote participation.

2. **INTRODUCTORY REMARKS BY MAYOR JOHN T. KARTAK.** Mayor Kartak provided a statement regarding the necessity to conduct the remote meeting due to the COVID-19 pandemic.

3. **APPROVE AGENDA** contents and order.

MOTION by Redmon, second by Dana, to amend the agenda by removing Action Item 7a; adding Action Items 7d and 7e; move Council President Comments to follow Presentation; and accept agenda as revised. Motion passed unanimously (6-0).

4. **APPROVE MINUTES** of the September 8, 2020 special workshop meeting and September 15, 2020 regular meeting.

MOTION by Merrill, second by Redmon to approve the minutes of the above meetings. Motion passed unanimously (6-0).

5. **PRESENTATIONS:**

- a. Appreciation of Service - Merle Kirkley. Mayor Kartak provided Mr. Kirkley's background of service to the City, thanked him for his dedication, and presented Mr. Kirkley with a plaque and a Key to the City.

- b. Administer Oath of Office to Police Chief Robert Palmer. Mayor Kartak administered the Oath of Office to Captain Robert Palmer.

12. **COUNCIL PRESIDENT COMMENTS:** *(moved to this point in the agenda at the beginning of the meeting).* Council President Redmon addressed the community regarding recent social media posts, and implored community members to leave no room for fear, anger or hate.

AGENDA ITEM 4.

6. **CITIZEN COMMENTS.** Mayor Kartak welcomed the citizens to the meeting and discussed the procedures for providing citizen comment.

Citizen Comments:

Written comments were read from **Phoebe Bachleda** and **Ashley Ward** regarding recent comments made on social media.

Bill Coady remarked on the Walsh Hills Development.

Mark commented on law enforcement's preparation for the upcoming election.

Earl Gray addressed social media posts.

Councilmember Dana questioned the appropriateness of comments made by citizens. Mayor Kartak responded that the time for public comments was not a time for personal matters, but should be relegated to the City's five main services. He requested the meeting follow the established City Council rules and procedures, and remarked he will address a social media post during Mayor's Comments, later in the meeting.

Council President Redmon remarked that Citizen Comments was the appropriate time for citizens to voice their concerns over City business, and cautioned against attacks or censoring during comments. Councilmembers Ray and Kuleta concurred.

Mayor Kartak again advised that as presiding officer, he was following Council rules, and strongly recommended Council review those policies.

Ms. Guildner counseled to continue with citizen comments.

Tabitha Baty, Snohomish for Equity, referenced Resolution 1389.

Terry Lippincott commented on social media posts.

Rep. John Lovick commended the appointment of Capt. Robert Palmer as Police Chief.

Morgan Davis commented on Council procedures and the social media posts.

John Lorenz requested Council pass a resolution supporting first responders.

City Comments: Closed

7. **ACTION ITEMS:**

- a. **AUTHORIZE** Mayor to EXECUTE an Amendment to the Existing Professional Services Agreement with Snohomish County Public Defenders Association (SCPDA) for Indigent Defense Services *(removed from agenda at beginning of meeting)*

- b. **AUTHORIZE** Mayor to EXECUTE Contracts for Electric Vehicle (EV) Charging Stations

Mr. Collins provided details on the charging station project, which would provide four charging stalls along First Street, west of Avenue D.

Councilmember Merrill asked about security of the stations. Mr. Collins answered nothing was identified at this time, although portions of the stations would be padlocked to prevent theft.

Council President Redmon thanked staff for their work and research, and questioned rate-of-use of nearby stations. Mr. Collins advised on apps that provide details such as locations and rates, and may be able to provide usage numbers.

AGENDA ITEM 4.

Councilmember Kuleta inquired about signage and street lights in the area. Mr. Collins responded that rather than obstruct the street with multiple signs, the City would rely on apps to notify EV owners of the location. There were some street lights in the area.

Councilmember Dana appreciated the stations, but questioned if the high cost would be worthwhile.

Citizen Comments:

Morgan Davis questioned ownership of the property, and location in the flood plain.

Robin McGee thanked Council and staff for their support of EV stations.

Jeffrey Neill stated EV stations could attract people to town.

John Lorenz stated concern about longevity and seasonal use.

Amy Buddie supported the stations.

Citizen Comments: Closed

Councilmember Merrill commented that the cost was difficult to justify, but based on conversations with EV owners, they do plan their travel around station locations.

Councilmember Dana inquired about the liability and safety issues the stations could bring. He questioned potential cost of repairs or replacement if something should happen, as well as lack of revenue. Mr. Collins indicated warranties were available for the hardware and software, but vandalism or other damage would be up to the City.

Councilmember Kuleta remarked on the EV stations at Stevens Pass being an attraction for the area, and she was unaware of any vandalism or damage to them. She believed that as vehicle batteries continued to progress, EVs would become more popular with drivers.

Council President Redmon asked about insurance coverage. Ms. Burton responded the stations would be added to the City's insurance policy.

Councilmember Countryman felt the stations would be better located at the Carnegie building, if a parking lot was installed.

Mayor Kartak reported that Lake Stevens has new EV stations, and EV owners targeted stations as destination locales.

MOTION by Redmon, second by Merrill to AUTHORIZE the Mayor to sign and execute contracts and agreements for the Electric Vehicle Charging Station Project, with review of the required agreements by the City Attorney. Motion passed (4-2), with Councilmembers Dana and Countryman voting "nay."

c. **ADOPT** City Council Goals for 2021-2022

Mr. Schuller and Councilmember Merrill introduced the final draft list of City Council's goals for 2021-2022, to be included in the Mayor's Recommended Budget.

Citizen Comments: None

Citizen Comments: Closed

MOTION by Ray, second by Kuleta to ADOPT the City Council Goals for 2021-2022. Motion passed unanimously (6-0).

AGENDA ITEM 4.

- d. Extend Customer Utility and Rent Relief Grants - **ADOPT** Ordinance 2404 (*added to the agenda at the beginning of the meeting*)

Ms. Burton explained that the City's share of the CARES Act funds was increased and the timeframe extended with which to disburse those funds. She recommended extending utility and rent relief assistance to qualified applicants through November.

Citizen Comments:

Morgan Davis suggested offering more money to previous applicants.

John Lorenz questioned what happens to funds not disbursed.

Mark Miller suggested contacting local clergy and congregations to promote the grants.

Citizen Comments: Closed

Council President Redmon extended citizens' questions to staff, of what would happen to the funds if not disbursed and could amounts be increased. Ms. Burton replied any funds not used would be returned to the federal government, and increasing amounts would be up to Council.

Mayor Kartak questioned gifting of public funds. Ms. Burton responded that recipients had to provide appropriate proof of eligibility.

Council asked several other questions regarding amount of funds available, how much longer the funds would last and how much response the City has received. Ms. Burton advised \$35,000 had been disbursed so far, and if the federal government extended funding, the City could revisit the issued.

MOTION by Redmon, second by Countryman to ADOPT Ordinance 2404, extending the deadline for the Customer Utility and Rent Relief Grants funded by the CARES Act grant. Motion passed unanimously (6-0).

- e. AUTHORIZE amendments to the Law Enforcement Contract regarding School Resource Officer (*added to the agenda at the beginning of the meeting*)

Mr. Schuller reported that the Snohomish School District requested the School Resource Officer (SRO) position be placed "on hold" at this time due to students not attending class in person. The current SRO has been placed in another position within the Sheriff's Office, but should the SRO position be reinstated, accommodations could be discussed at that time.

MOTION by Ray, second by Countryman to AUTHORIZE City staff to adjust the level of services to the 2017-2021 ILA to put the SRO position on-hold.

Citizen Comments: **Morgan Davis** supported reducing expenses.

Citizen Comments: Closed

RENEW MOTION by Ray, second by Countryman to AUTHORIZE City staff to adjust the level of services to the 2017-2021 ILA to put the SRO position on-hold. Motion passed unanimously (6-0).

AGENDA ITEM 4.

8. DISCUSSION ITEM: WRIA 7 Watershed Restoration and Enhancement Plan

Mr. Pickus provided background of the WRIA 7 Watershed Restoration and Enhancement Plan, the City's participation in development of the Plan, and minimal impacts the Plan would induce upon the City.

Councilmember Dana requested verification that the Plan would not allow the State to take the City's water rights. Mr. Pickus advised they could not.

Councilmember Merrill questioned if scientific data showed connections between groundwater depletion and streamflow reductions. Mr. Pickus responded he would have to research and advise.

Council President Redmon questioned if the Hirst decision would impact anyone in the NE Sewer Area or UGA on a well. Mr. Pickus replied he was unaware of the County's requirements on wells, but those properties could not connect to City water until they were annexed.

Councilmember Ray asked if the projects outlined in the Plan were mandatory. Mr. Pickus advised the Plan was a policy designed to promote and encourage participation, but was not mandatory.

Citizen Comments: None

Citizen Comments: Closed

Mr. Pickus offered to provide further details to the Council if they requested, and could arrange for a representative from the Department of Ecology to attend.

9. CONSENT ITEM: AUTHORIZE payment of claim warrants #73521 through #73668 in the amount of \$661,766.88, and payroll warrants #70128 through #73677 in the amount of \$460,093.87, issued since the last regular meeting.

MOTION by Countryman, second by Merrill to PASS the Consent Items. The motion passed unanimously (6-0).

10. OTHER BUSINESS/INFORMATION ITEMS: Council President Redmon referred to communication she received from a citizen regarding airsoft guns inside City limits. The citizen was concerned a neighbor was firing airsoft guns and the impacts on public safety.

Chief Palmer responded airsoft guns were not considered firearms, but could be nuisance issues, especially if potential personal injury or property damage was a factor.

Ms. Guildner commented on recent action by the City of Arlington relating to airsoft guns, and would review their language and prepare a draft document for Council review. If Council adopted the language, unlawful use of airsoft guns could be considered a misdemeanor under law enforcement, and not code enforcement.

11. COUNCILMEMBER COMMENTS:

Councilmember Dana mentioned tomorrow's Planning Commission meeting.

Councilmember Merrill announced Community Transit's nationwide search for a new CEO, ridership was depressed 80%, but they were adjusting financially. He spoke with Ziplly

AGENDA ITEM 4.

Fiber's regional manager regarding outreach and a partnership with the City on expanding broadband services. He discussed the topic of a "public bank," as presented by Senator Hobbs, with information forthcoming. He commented on Resolution 1389 and that Snohomish is a welcoming City.

Councilmember Kuleta appreciated the recent City staff training on racial equity, and has been working with Ms. Poischbeg on further training options. She reported on the first Civics 101 town hall session on recycling, with Republic Services, and commented on how well-done it was and the great public response. The first "Coffee with a Councilmember" was coming up and was a great way for the Council to connect with the community. Councilmember Kuleta concluded by personally condemning any group or organization that glorified violence in any form.

Councilmember Ray, as a new Councilmember, thanked Council for their work and inspiration they provided. She felt that aside from outright disruption, the Council should not censor comments; citizens had the right to express their discontent with performance of duties. In response to a citizen's comments, she mentioned that her concerns were drawn largely from those voiced by people of color about their experiences, and stated bullying based on race was not acceptable. She cautioned use of social media by elected officials, the problems that could cause, and expressed Council meetings should be able to focus on City business and not damage control.

12. **COUNCIL PRESIDENT'S ITEMS/REPORTS:** Council President Redmon briefly commented that COVID-19 cases in the county were on the rise again, and she was excited to participate in the upcoming "Coffee with a Councilmember" with Councilmember Dana.
13. **CITY ADMINISTRATOR'S COMMENTS:** Mr. Schuller announced the City-owned building at 1301 First Street was recently leased by Sweet Bee Home, and provided the agenda planner. The last meeting in December was usually cancelled so the Council could host an appreciation dinner for the Boards and Commissions, but with COVID restrictions in place, that dinner will not likely happen so the meeting could go forward as scheduled.

Councilmember Ray suggested inviting the Boards and Commissions to each provide a year-end report at the December 15 Council meeting.

14. **MAYOR'S COMMENTS:** Mayor Kartak commented on the social media post he made on his personal page over the weekend, and remarked that he misunderstood the messaging of a post, removed it right away, and apologized for his avoidable oversight.

MOTION by Redmon, second by Countryman at 8:50 p.m. to extend the meeting until 9:30 p.m.
MOTION AMENDED by Redmon, second by Countryman to extend the meeting until 10 p.m.
Motion passed unanimously (6-0).

15. **RECESS to EXECUTIVE SESSION:** At 8:53 p.m. Council recessed for a short break, with the Executive Session to commence at 9:05 p.m. to evaluate the qualifications of candidates to elective office, pursuant to RCW 42.30.110(1)(h), for 15 minutes with potential action to follow.

Due to technical difficulties, the Executive Session commenced at 9:20 p.m., for 15 minutes.

At 9:35 p.m., Mr. Schuller extended the Executive Session for an additional 10 minutes.

16. **RECONVENE:** The regular meeting reconvened at 9:45 p.m.

AGENDA ITEM 4.

17. **SELECT** Applicants to be Interviewed for Vacant Council Position 3 and **REVIEW** City Council Vacancy Interview Process

Mr. Schuller thanked the applicants, and he and Ms. Guildner outlined the process to nominate applicants.

MOTION by Dana second by Countryman to interview all eight applicants.

MOTION AMENDED by Redmon, second by Countryman to interview all qualified applicants. Motion passed unanimously (6-0).

Mr. Schuller requested Councilmembers each provide him with a question (and two alternate questions) that he would compile for the interviews. Each candidate would be provided two minutes to answer each question.

MOTION by Redmon, second by Ray, to hold a special meeting on October 20 to interview candidates, to begin at 3:45 p.m., or at 4:00 p.m. if an applicant is withdrawn from consideration. Motion passed (6-0).

18. **ADJOURN:**

MOTION by Redmon second by Countryman to adjourn the meeting at 10:00 p.m. Motion passed unanimously (6-0).

APPROVED this 20th day of October, 2020.

CITY OF SNOHOMISH

ATTEST:

John T. Kartak, Mayor

Brandi Whitson, Deputy City Clerk

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PUBLIC HEARING 7.

Date: October 20, 2020

To: City Council

From: Ann Ray, Water Quality Control Specialist

Subject: Water Use Efficiency Program Update for 2020 to 2025 - Resolution 1414

BACKGROUND: Water is a precious, limited resource. In the Pacific Northwest, drinking water for our growing population competes with other users (including agriculture, industry, and recreation), and maintaining an adequate stream flow for fish. To help meet these growing needs, the State of Washington passed the Municipal Water Supply – Efficiency Requirements Act of 2003, commonly referred to as the Municipal Water Law. The Municipal Water Law established water use efficiency requirements for all municipal water suppliers. As a result, the Department of Health adopted the Water Use Efficiency Rule which became effective January 22, 2007, and directed all municipal water suppliers to develop a Water Use Efficiency program by January 22, 2008, and to update the program every six years thereafter.

The City of Snohomish is a wholesale water customer of the City of Everett, and is a member of the Everett Water Utilities Committee (EWUC). The EWUC, in conjunction with the City of Everett, developed a regional water conservation program that is open to all EWUC members for participation. Historically and currently, the City of Snohomish water conservation program is based upon the regional goals and efforts established by the EWUC. The City of Snohomish will continue to participate in the regional-based water conservation program for the next six-year planning period.

CURRENT PROGRAM: A Water Use Efficiency plan must include both supply and demand efficiencies. Water *supply* efficiency means increasing a public water system's transmission, storage, and delivery potential through activities that may include water audits, documenting authorized uses, conducting leak surveys, and repairs on meters, lines, storage facilities and valves. Water *demand* efficiency means minimizing water use by the public water system's customers through purveyor-sponsored activities that may include water-saving devices, providing rebates or incentives to promote water efficient technologies, or by providing water audits to homes, businesses or landscapes.

The City of Snohomish's current plan meets all state requirements for metering, distribution system leakage, and number of measures as required for a system of our size. There are five mandatory measures that must be implemented, two mandatory measures for evaluation, and six additional water efficiency measures to be implemented:

Mandatory Measures to be Implemented:

All Completed

- 1) Install production/source meters
- 2) Install consumption/service meters
- 3) Perform meter calibration
- 4) Implement a water loss control action plan to control leakage
- 5) Educate customers about water use efficiency practices

PUBLIC HEARING 7.

Mandatory Measures to be Evaluated: All Completed
1) Rates that encourage water demand efficiency
2) Reclamation opportunities

Additional Measures to be Implemented: All Completed
1) School outreach and education
2) Program promotion (public education and outreach)
3) Single-family and multi-family indoor conservation kits
4) Outdoor and irrigation conservation kits
5) Lawn watering calendars
6) Metering of hydrants for bulk water sales

Our demand/customer goal was to save between 9,408 gallons per day (gpd) and 12,495 gpd annually with a total cumulative savings at full implementation of 17,493 gpd. Over the previous six-year plan, we achieved 94% of our cumulative savings goal of 17,493 gpd.

PROPOSED PROGRAM: As part of the Water Use Efficiency rule passed by the Department of Health, the Water Use Efficiency programs put together by public water systems are required to update the *demand* goal every six years. In conjunction with EWUC and the City of Everett, the regional savings goal is a cumulative savings of 1.4 mgd on an annual basis by the end of 2029. The City of Snohomish, as a wholesale customer of Everett, purchases 2.17% of Everett's total water demand. Our savings goal has been factored by taking a portion of the annual regional goal. The City of Snohomish Water Use Efficiency Goal is to save 23,610 gallons per day, on an annual average basis, at full implementation of the program through 2025. (See Attachment A).

In an effort to achieve our Water Use Efficiency goal, the City of Snohomish will implement six measures. Each measure was evaluated and determined to be a sensible contributor to the City's updated program. We will continue the following measures over the next six years:

1. Conservation education program developed for 2nd – 12th grades
2. Indoor water conservation kits for single-family and multi-family residences
3. Outdoor water conservation kits for single-family and multi-family residences
4. Large water users audit performed by contracted professional
5. Lawn watering calendar
6. Program promotion

Measure #1 – Conservation Education Program

As a member of EWUC, the City of Snohomish participates in the regional Conservation Education Programs offered to grade school students throughout the district. Triangle Associates was contracted to develop in-classroom education programs and support materials that will reach students and families, with the intention to educate them on the impacts of water use behaviors.

Measure #2 – Indoor Conservation Kits

The indoor conservation kits target homes constructed prior to 1993, and are designed to encourage consumers to upgrade their fixtures to the current efficiency standards. The indoor kits include a low-flow showerhead, two faucet aerators for kitchen and/or bathroom fixtures, and a soil moisture meter to assist with efficient plant watering. A conservation brochure is included with this kit.

PUBLIC HEARING 7.

Measure #3 – Outdoor Conservation Kits

The outdoor conservation kits target households with landscape areas, primarily single- and multi-family properties that do not have automatic irrigation systems. The outdoor kits are designed to encourage consumers to reduce watering and other outdoor water use. Studies indicate most households overwater their landscape areas by 15 to 20 percent. The outdoor kits include a soil moisture meter, a low flow hose nozzle, and watering timer that can be installed on any standard hose bib. A conservation brochure is included with this kit.

Measure #4 – Large Water Users Audit

Continuing this planning period is a measure to incorporate a conservation effort for the large consumer. The City will have an opportunity to suggest its largest water users for the program, and determine which one(s) will be chosen for participation. The audits are performed by a contracted professional at no cost to the consumer. The idea is to work with large local businesses to determine efficient water use.

Measure #5 – Lawn Watering Calendar

Annual lawn watering calendars containing a suggested every-third-day lawn watering schedule, along with basic outdoor conservation tips, is made available to the City of Snohomish through participation in the regional program. We will continue to mail a lawn watering calendar to each of our water utility customers as an insert in their spring water utility bill, and post to our website for accessibility to all residents.

Measure #6 – Program Promotion

An informed and knowledgeable community is crucial to the success of a Water Use Efficiency program. Public education and outreach facilitates greater support for the program as the public gains better understanding of the reasons why it is necessary and important to conserve water. With understanding comes active participation as consumers become aware of the impacts their actions have directly on their utility bill, community, and the environment.

STRATEGIC PLAN REFERENCE: This item does not specifically further any of the eight Strategic Plan initiatives.

RECOMMENDATION: That the City Council CONDUCT a public hearing to receive public testimony regarding the proposed Water Use Efficiency goals to save 23,610 gallons per day, on an annual average basis, and PASS Resolution 1414.

ATTACHMENTS:

- A. Water Use Efficiency Goals 2020 to 2025
- B. Resolution 1414 Adopting a Water Use Efficiency Goal for the Years 2020 to 2025

ATTACHMENT A

Attachment A: City of Snohomish Water Use Efficiency Goals – 2020 to 2025

Table 1 – Estimated Water Savings for 2020 - 2025 Everett Water Utilities Committee (EWUC) Program (Million Gallons per Day)

	2020		2021		2022		2023		2024		2025		Total	
	Units	Savings												
Education	n/a	0.60												
Indoor Retrofit Kits	3000	0.06	3000	0.06	3000	0.06	3000	0.06	3000	0.06	3000	0.06	18000	.36
Outdoor Irrigation Kits	3500	0.02	3500	0.02	3500	0.02	3500	0.02	3500	0.02	3500	0.02	21000	0.12
ICI Audits	5	0.04	5	0.04	5	0.04	5	0.04	5	0.04	5	0.04	30	0.24
Miscellaneous	n/a	TBD												
Annual Subtotal	n/a	0.72	n/a	1.32										

Table 2 – Estimated Water Savings for 2020 - 2025 City of Snohomish Program (Gallons per Day)

	2020		2021		2022		2023		2024		2025		Total	
	Units	Savings												
Education	n/a	13020												
Indoor Retrofit Kits	65	1302	65	1302	65	1302	65	1302	65	1302	65	1302	390	7812
Outdoor Irrigation Kits	76	434	76	434	76	434	76	434	76	434	76	434	456	2604
ICI Audits	0	0	0	0	0	0	0	0	0	0	1	174	1	174
Miscellaneous	n/a	TBD												
Annual Subtotals	n/a	14756	n/a	14582	n/a	23610								

ATTACHMENT B

**CITY OF SNOHOMISH
Snohomish, Washington**

RESOLUTION 1414

**A RESOLUTION OF THE CITY OF SNOHOMISH, WASHINGTON
ADOPTING A WATER USE EFFICIENCY GOAL FOR THE YEARS 2020
TO 2025**

WHEREAS, growing communities, agriculture, industry, and the importance of conserving water for fish have placed an increasing demand on our state's water resources; and

WHEREAS, to help meet these growing needs, the State of Washington passed the Municipal Water Supply – Efficiency Requirements Act of 2003; and

WHEREAS, the 2003 Municipal Water Law directed the Department of Health to adopt a rule that establishes water use efficiency requirements for all municipal water suppliers; and

WHEREAS, the Department of Health adopted the Water Use Efficiency Rule which became effective January 22, 2007; and

WHEREAS, all municipal water suppliers with 1,000 or more connections must develop and implement their water use efficiency programs and set their initial water use efficiency goals through a public process by January 22, 2008, and update demand side goals every six years thereafter; and

WHEREAS, information about the water use efficiency program, water use efficiency goal, and public process must be provided to the public at least two weeks prior to the public meeting; and

WHEREAS, notice of the City of Snohomish public meeting was advertised in the City's official newspaper on October 10, 2020, and water use efficiency goals (attached) were placed on the City's web site two weeks prior to the public hearing; and

WHEREAS, the City of Snohomish held a public hearing on October 20, 2020 to receive public comment about their updated water use efficiency goal; and

WHEREAS, the City of Snohomish is a wholesale water customer of the City of Everett and is a member of the Everett Water Utilities Committee (EWUC); and

WHEREAS, historically the City of Snohomish water conservation program has been based upon the regional water conservation program and goals established by the EWUC and adopted by the City of Everett; and

WHEREAS, the City of Snohomish water use efficiency program and water use efficiency goal is consistent with the City's adopted Water Comprehensive Plan; and

PUBLIC HEARING 7.

WHEREAS, the City of Snohomish will continue with a regional based water use efficiency program for the next six year planning period; and

WHEREAS, the City Council adopted Resolution 1320 in October 2014 adopting a water use efficiency goal for the years 2014 to 2019 to save 17,493 gallons per day, on an annual average basis, at full implementation of the program in six years;

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

Absent unanticipated circumstances that are beyond the City's control, the water use efficiency goal for the City of Snohomish shall be to save 23,610 gallons per day, on an annual average basis, at full implementation of the program in six years (2020 to 2025).

This Resolution 1414 and the associated program for the years 2020 to 2025 shall replace and supersede the previous Resolution 1320 and program.

PASSED by the City Council and **APPROVED** by the Mayor this 20th day of October, 2020.

CITY OF SNOHOMISH

By _____
John T. Kartak, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Brandi Whitson, Deputy City Clerk

By _____
Grant Weed, City Attorney

ACTION ITEM 8a.

Date: October 20, 2020
To: City Council
From: Steve Schuller, City Administrator and Utility General Manager
Subject: **Selection Process to Fill City Council Position 3**

SELECTION PROCESS: The City Council is scheduled to conduct interviews with six applicants during a special meeting at 4 p.m. (see separate agenda). At the regular Council meeting, the Council will conduct the selection process as shown below, unless otherwise modified at the meeting:

1. Nomination. Councilmembers may nominate and second the selection of an applicant to consider for appointment. More than one nomination may be made this way prior to voting.
2. Voting. After the nomination process is complete, the Mayor will call on each Councilmember, by position, and that Councilmember will state the name of the nominee for which they are voting.
3. Tally. Once all Councilmembers have voted, the Deputy City Clerk will tally and report the results.
4. No Majority. If there is no majority (four or more votes with six Councilmembers voting) for any single nominee, Council will deliberate and repeat the selection process at step 2. Voting, as noted above.
5. Majority. Once a single candidate has received four or more votes, the Mayor will announce: "It appears _____ has been selected."
6. Appointment. There may then be a motion and second to "appoint Candidate _____ to be sworn in at the November 3 regular Council meeting to fill the City Council Position 3 vacancy." The Council will then vote on said motion.

The person selected will be sworn in at the beginning of the November 3 Council meeting. This will allow the selected candidate the opportunity to invite friends and family to attend. The essential state legal requirements to be eligible for appointment to fill a city council vacancy are that the individual appointed must be 18 years of age, a registered voter of the city at the time of application, and have been a city resident for a period of at least one year (RCW 35A.12.030).

If the City Council were to not take timely action (90 days) to fill the vacancy for Position 3, the authority to take this action would fall first to the Snohomish County Council. If the County Council were to not take timely action (180 days), the decision to fill the vacancy would then fall to the Governor of the state.

RECOMMENDATION: That the City Council **APPOINT** by **MOTION** an applicant to fill vacant City Council Position 3, to be sworn in at the November 3 regular Council meeting.

ATTACHMENT: None

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ACTION ITEM 8b.

Date: October 20, 2020

To: City Council

From: Yoshihiro Monzaki, City Engineer

Subject: Professional Service Agreement with Murraysmith, Inc. for the Design of the Western Gravity Flow Diversion and Water Transmission Main Intertie Projects

SUMMARY: The purpose of this agenda item is to authorize the execution of a Professional Services Agreement with Murraysmith, Inc. (Murraysmith) to provide professional engineering services to complete an alternative evaluation and pre-design report for the Western Gravity Flow Diversion and Water Transmission Main Intertie Projects. One of the City Council's goals for 2021-2022 is to create an updated plan and schedule to extend sewer north of Blackmans Lake. The Western Gravity Flow Diversion alternatives report is the first step toward achieving that goal.

BACKGROUND:

Western Gravity Flow Diversion: The Western Gravity Flow Diversion Project is Segments 2 and 3 of the Cemetery Creek Sewer Trunkline Project that was placed on hold in 2009 in response to the Great Fiscal Crisis. The City's 1985 Comprehensive Sewer Plan, 1991 Planning Report for Sewer Facilities for the Cemetery Creek Basin and North Blackmans Lake, 1996 General Sewer Plan, and 2010 General Sewer Plan identified a sewer trunkline was necessary to allow the new sewer connections within the northeast area of the City, and other areas served by the City's sewer system.

March 2002 – City obtained a Public Works Trust Fund loan ("PWTF") from the State of Washington in the amount of \$1 million for the design of the Cemetery Creek Sewer Trunkline Project (Project), which was divided in four segments (Segments 1, 2, 3, and 4). Segments 1 and 4 were on the west side of SR 9; Segments 2 and 3 would convey flows from Casino Lift Station to Segments 1 and 4 at 16th Street on the west side of SR 9.

June 2004 – City obtained second PWTF loan in the amount of \$6.5 million for the construction of south Segments 1 and 4 of the Project. Segments 1 and 4 sewer trunkline size varies from 18-inch to 30-inch. The south trunkline begins on 16th Street, west of SR 9; heads southwest through private properties to 89th Avenue SE; then south to Alger Place; then southeast through private properties to Ludwig Road; then south to Covington Court across Second Street to the City Wastewater Treatment Plant.

June 2007 – City obtained third PWTF loan in the amount of \$7 million, of which \$1.4 million was used to complete the construction of Segments 1 and 4 of the Project.

September 2007 – Construction of the north Segments 1 and 4 of the Cemetery Creek Sewer Trunkline was completed on the west side of SR 9 near and in Bickford Avenue and extending north of 30th Street.

September 2009 – City decided to place the design of Segments 2 and 3 on hold due to the continuing economic downturn, decrease in revenues, and reduction in development activity.

ACTION ITEM 8b.

(The remaining dollars from the P WTF loan were returned, and the City continues to pay back remaining loans.)

March 2013 – City adopted Ordinance 2252 that repealed both Ordinance 2239 (adopted in June 2012) that established a moratorium on development that required sewer connections in the Northeast Sewer Area, and Ordinance 2248 (adopted in December 2012) that extended Ordinance 2239. Ordinance 2252 also limits development within the Northeast Sewer Area to a single-equivalent residential unit on an existing lot with a septic system approved by the Snohomish Health District. An agreement must be signed by the property owner that states when sewer does become available, they will connect to the sewer system. No new connections to the sewer system will be allowed until Segments 2 and 3 of the Cemetery Creek Sewer Trunkline Project is completed.

City staff have been contacted by property owners in the Northeast Sewer Area and prospective developers that have inquired about the status of Segments 2 and 3 of the Cemetery Creek Sewer Trunkline Project. There are properties in the Northeast Sewer Area that can be subdivided and developed. Property owners are finding it difficult to sell or develop their properties for subdivision or major construction because sewer is not available at this time.

Water Transmission Main Intertie: After the decommissioning of the City's Water Treatment Plant in 2017, the water transmission main is supplied by one intertie connection with the Snohomish County Public Utility District No. 1 (PUD) on Robe-Menzel Road. It now conveys a much more limited supply of water to serve only those customers that are directly connected to the main. Due to the reduced volume of water that is supplied through the transmission main, the chlorine residuals of this water has been more challenging to maintain, especially during the warmer summer months of the year. The Department of Health has also listed the need to address this issue on the last Sanitary Survey report in October 2019. During the repair or maintenance of the transmission main, customers connected to the transmission main downstream of the repair/maintenance location may not have service because there is only one water supply connection.

ANALYSIS: In May 2020, the City advertised for professional engineering services for various utility projects. Five consultant firms submitted their qualifications. Three were selected and interviewed based on their past project experience and understanding of the City projects.

Murraysmith was selected for the Western Gravity Flow Diversion and Water Transmission Main Intertie Projects. Murraysmith has completed multiple sewer and water improvement projects in Everett, Edmonds, Bellevue and other agencies. They have been recognized as one of the country's top 50 trenchless design firms by *Trenchless Technology* magazine. They assisted the City with the Water Supply Study in 2009 and 2013 to evaluate water supply alternatives including the City's former Water Treatment Plant.

Western Gravity Flow Diversion: The purpose of the Western Gravity Flow Diversion project is to improve capacity in the sewer collection system to support development in the Northeast Sewer Area. The project would construct a new gravity sewer pipe flow from the Casino Lift Station to the Cemetery Creek Sewer Trunkline west of SR 9 along 16th Street. Diverting the sewer flows to the Cemetery Creek Sewer Trunkline will lessen the impacts to the southeastern combined sewer system and the Rainier Lift Station. Installation of this sewer pipeline would allow the Casino Lift Station to be decommissioned. This project would also construct a new gravity sewer pipe on Bonneville Avenue to convey sewer flow from the Bonneville Pump Station, located at 14th Street and Bonneville Avenue, to the new sewer pipe at the intersection

ACTION ITEM 8b.

of 16th Street and Bonneville Avenue just east of SR 9. This would allow the Bonneville Pump Station to also be decommissioned.

The pre-design report will evaluate different pipe routes; determine pipe size, construction issues and impacts; identify permit requirements; and provide estimated costs and recommendations.

Water Transmission Main Intertie: The purpose of the Water Transmission Main Intertie project is to determine the location of the second PUD intertie connection or chlorine injection location along Machias Road. This will improve flows to the transmission main and the chlorine residuals. It will also provide redundancy for the transmission main customers and allow for repairs and maintenance along the transmission main with less impact to customers.

Because there are multiple alternatives for both projects to evaluate, it was determined that a pre-design report would be completed initially. This would allow the City to select an alternative based on the evaluation for design. After an alternative is selected, Murraysmith will submit a scope and budget for the design work.

Schedule: Pre-design work will begin in November 2020 and be completed by summer 2021. The selected alternatives will be presented to Council along with the project design scope and budget in 2021.

BUDGETARY IMPACTS: The estimated cost for each of the pre-design reports are as follows:

- Western Gravity Flow Diversion: \$77,195
- Water Transmission Main Intertie: \$35,030

Total estimated cost: \$112,225 (includes \$8,000 for Management Reserve, if needed for additional work that may come up as the alternatives are evaluated).

The Western Gravity Flow Diversion is not included in the 2019-2020 City Budget. The Water Transmission Main Intertie Projects is identified in the 2019-2020 City Budget and has allocated \$150,000 from the Water Funds for this project.

The Western Gravity Flow Diversion and Water Transmission Main Intertie Projects are identified in the 2021-2022 City Budget as follows:

- Western Gravity Flow Diversion: \$3,500,000 (Sewer Funds)
- Water Transmission Main Intertie: \$150,000 (Water Funds)

STRATEGIC PLAN REFERENCE: Not applicable.

2021-2022 COUNCIL GOALS: Extend Sewer North of Blackmans Lake.

RECOMMENDATION: That the City Council **AUTHORIZE** the Mayor to sign and execute the Professional Services Agreement with Murraysmith, Inc., in an amount not to exceed \$112,225.00, including a Management Reserve, for the pre-design analysis of the Western Gravity Flow Diversion and Water Transmission Main Intertie Projects.

ATTACHMENT: Professional Services Agreement with scopes of work



ATTACHMENT
CITY OF SNOHOMISH

116 UNION AVENUE · SNOHOMISH, WASHINGTON 98290 · (360) 568-3115 · WWW.SNOHOMISHWA.GOV

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SNOHOMISH AND MURRAYSMITH, INC. FOR
PROFESSIONAL ENGINEERING CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Snohomish, a Washington State municipal corporation (“City”), and Murraysmith, Inc., an Oregon State corporation (“Consultant”) licensed to do business in Washington State.

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 professional engineering services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services for the Western Gravity Flow Diversion Pre-Design is attached hereto as **Exhibit “A”** and the Water Transmission Main Chlorine Residual Evaluation is attached hereto as **Exhibit “B”** are 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

ACTION ITEM 8b.

the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this 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 Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work no later than December 31, 2021, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

III.5 EMPLOYMENT.

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)*

ACTION ITEM 8b.

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

_____ 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, and employees 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 consultants violation of the Public Records Act RCW 42.56, or consultant’s failure to produce public records as required under the Public Records Act.

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.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

- (1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) Automobile Liability. Insurance with a minimum \$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. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

ACTION ITEM 8b.

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.

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.

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.

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.

ACTION ITEM 8b.

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 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:

- **GeoEngineers, Inc.**
- **Confluence Environmental Company**

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 **\$112,225.00 (One Hundred Twelve Thousand Two Hundred Twenty Five Dollars and No Cents)** 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 Exhibits A and B, 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.

ACTION ITEM 8b.

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:

**CITY OF SNOHOMISH
ATTN: ANDREW SICS, P.E.
P.O. BOX 1589
116 UNION AVENUE
SNOHOMISH, WA 98291**

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

**MURRAYSMITH, INC.
ATTN: TOM LINDBERG, PE
600 108TH AVENUE NE, SUITE 1030
BELLEVUE, WA 98004**

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
Murraysmith, Inc.
North Sewer Trunkline Pre-Design
Water Transmission Main Chlorine Residual Evaluation
PROFESSIONAL SERVICES AGREEMENT – Page 8 of 10

ACTION ITEM 8b.

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.

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.

Murraysmith, Inc.
North Sewer Trunkline Pre-Design
Water Transmission Main Chlorine Residual Evaluation
PROFESSIONAL SERVICES AGREEMENT – Page 9 of 10

ACTION ITEM 8b.

DATED this _____ day of _____, 2020.

CITY OF SNOHOMISH

MURRAYSMITH, INC.

By: _____
John T. Kartak, Mayor

By: _____

(Print Name and Title)

ATTEST

APPROVED AS TO FORM

By: _____

By: _____
Grant K. Weed, City Attorney

(Print Name and Title)

ATTACHMENTS

Exhibit A – North Sewer Trunkline Pre-Design Scope and Budget

Exhibit B – Water Transmission Main Chlorine Residual Evaluation Scope and Budget

EXHIBIT A

CITY OF SNOHOMISH WESTERN GRAVITY FLOW DIVERSION PHASE 1 - ALTERNATIVES EVALUATION SCOPE OF SERVICES

Background

Murraysmith has developed the following Scope of Services to assist the City of Snohomish (City) in evaluating and identifying a preferred alignment alternative and construction method for the Western Gravity Flow Diversion project.

The purpose of the project is to divert wastewater flows from the northeast area of the City to the Cemetery Creek Trunkline to the west and to decommission two pump stations - the Casino Royale Pump Station (PS #14) and Bonneville Pump Station (PS #10). The project will also provide capacity in the sewer collection system to support development in the UGA north of the current City limits and in the portion of the North Planning Area south of State Route 2.

The project consists of constructing through a hillside along an easement via trenchless technology approximately 1,250 feet of 18-inch gravity sewer pipe from the Casino Royale Pump Station (PS #14), located at the northeast corner of Lake Mount Drive/Lake Avenue, to Bonneville Ave/16th Street; approximately 800 feet of 18-inch gravity sewer pipe in 16th Street from the Cemetery Creek Trunkline west of SR 9 to Bonneville Avenue via open-trench; and approximately 950 feet of 12-inch gravity sewer pipe from the Bonneville Pump Station (PS #10), located at 14th Street/Bonneville Avenue, to Bonneville Ave/16th Street via open-trench.

Scope of Services

This Scope of Services is the initial phase of the project, which includes an assessment of the issue described above, an alternatives analysis of alignments and construction methods, and a preliminary project cost estimate for each alternative. The results of the initial evaluation will be presented in a workshop and collaboratively refined with City staff. A technical memorandum will summarize the work performed.

This scope does not include design of the selected alternative, which is expected to be the next phase of the project. This scope was developed based on coordination with City staff and our understanding of the work to be performed.

This scope is organized by the following major tasks:

- Task 1 – Project Management and Coordination
- Task 2 – Data Collection and Analysis
- Task 3 – Alternatives Evaluation
- Task 4 – Technical Memorandum
- Task 5 – Subconsultant Services (Geotechnical, Permitting)
- Task 6 - Unanticipated Supplemental Services (As-Needed)

Detailed descriptions of each major work task follow.

Task 1 Project Management and Coordination

Subtask 1.1 – Invoicing and Progress Reports

Prepare and submit monthly invoices and progress reports. Monitor project costs and manage budget and billing tasks.

Subtask 1.2 – Coordination with City

Coordinate with the City on project progress, budget, and schedule.

Subtask 1.3 Management and Coordination of Staff and Subconsultants

Coordinate with staff and subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

Subtask 1.4 Quality Assurance/Quality Control (QA/QC)

Coordinate and perform in-house quality assurance reviews of deliverables.

City Responsibilities

- Timely review and processing of consultant invoices.

Assumptions

- Project duration is estimated to be up to five (5) months; therefore five (5) monthly invoices and progress reports are included in the scope of work.
- Coordination with the City will be up to the estimated hours shown in the Fee Estimate.

Deliverables

- Correspondence, e-mails, and other documentation
- Monthly invoices and progress reports

Task 2 Data Collection

Subtask 2.1 – Data Collection, Review and Tabulation

Coordinate with the City on data needed for the project, review the data provided by City, and tabulate data to support the efforts of identifying and evaluating alternatives in the following task. Data expected to be requested include, but not limited to, as-built drawings (PDF or AutoCAD) and GIS data for existing utilities and lift stations, available geotechnical reports, sewer flow data, sewer model, operation and maintenance records, and easements.

City Responsibilities

- Provide available data requested by Murraysmith.

Assumptions

- Up to two (2) data requests will be submitted by Murraysmith.

Task 3 Alternatives Evaluation

Subtask 3.1 – Identification of Alternatives

Upon review of data provided by the City, identify alternatives to meet the objectives of the western gravity flow diversion. For each alternative, a description will be provided with sufficient detail to understand its functionality, requirements, proposed improvements, and potential limitations. Prepare a figure showing conceptually the alternatives.

Subtask 3.2 – Evaluation of Alternatives

Using the City's sewer model, perform a limited number of analyses to confirm each alternative meets the functional requirements of the project. Evaluate each alternative identified above based on the following criteria: Public impacts, public betterment, costs, environmental/permits, traffic impacts, and other criteria established during the project. Input from City staff will be used for evaluation criteria and ranking of alternatives.

Subtask 3.3 – Cost Estimates

Prepare a planning level preliminary cost estimate for each alternative to assist the City in the selection and budgeting of a preferred alternative.

Subtask 3.4 – Workshop with City Staff

Prepare materials for and attend a workshop with City staff to review and discuss the alternatives, evaluation criteria, and ranking of alternatives.

City Responsibilities

- Coordinate with Murraysmith and provide City input for evaluation criteria and preferred alternative.

Assumptions

- Up to three (3) alternatives will be identified and evaluated.
- The alternatives will be evaluated at a “desktop” level using available GIS data and aerial imagery.
- The City’s sewer model will be used without the need to update or calibrate the model.
- Geotechnical considerations will be provided based on a desktop review of available information. The geotechnical engineering services scope is included in Task 5.
- Permitting considerations will be incorporated based on a desktop review of available information. The permitting services scope is included in Task 5.

Deliverables

- Draft and final workshop materials

Task 4 Technical Memorandum

Subtask 4.1 – Draft Technical Memorandum

Prepare a draft technical memorandum that summarizes the alternatives, evaluation, recommendations, and planning level preliminary cost estimates. Submit draft technical memorandum via email for City review and comment.

Subtask 4.2 – Final Technical Memorandum

Finalize the technical memorandum based on City review comments submit to City via email.

City Responsibilities

- Review draft technical memorandum and provide comments.

Assumptions

- City’s review of draft technical memorandum will be no longer than 14 calendar days.

Deliverables

- Draft technical memorandum in MS Word electronic format
- Final technical memorandum in PDF electronic format

Task 5 Subconsultant Services

Subtask 5.1 – Geotechnical Engineering Services (GeoEngineers)

Murraysmith’s subconsultant, GeoEngineers, will conduct a desktop evaluation of existing geotechnical conditions and provide technical recommendations for the trenchless alternatives from a geotechnical perspective. GeoEngineers’ scope of work is included as Attachment 1.

Subtask 5.2 – Permitting Services (Confluence Environmental)

Murraysmith’s subconsultant, Confluence Environmental (Confluence), will conduct a desktop evaluation of existing environmental conditions and provide a summary of potential permit requirements and timelines associated with each alignment alternative that will be evaluated. Confluence’s scope of work is included as Attachment 2.

Task 6 Unanticipated Supplemental Services (As-Needed)

Subtask 6.1 – Unanticipated Supplemental Services

Provide additional services as may be required to complete the project as requested and authorized by the City. Such work will be undertaken only after authorization from the City.

Engineering Fee Estimate

The engineering fee estimate is included as **Exhibit B**. The work will be completed on a time and expenses basis with current standard Schedule of Charges in effect at the time the work is performed.

Preliminary Schedule

The tasks described in this scope of work will be completed within approximately five (5) months after Murraysmith receives notice to proceed from the City.

Attachments

- 1- GeoEngineers Scope and Fee
- 2- Confluence Environmental Company Scope and Fee

**GEOTECHNICAL ENGINEERING SCOPE OF WORK
WESTERN GRAVITY FLOW DIVERSION ALTERNATIVES
CITY OF SNOHOMISH
GEOENGINEERS JOB NO. 0820-010-00**

INTRODUCTION AND BACKGROUND

GeoEngineers, Inc. is pleased to present our scope and fee estimate for geotechnical engineering services for the proposed Western Gravity Flow Diversion Alternatives project in Snohomish, Washington. We understand the purpose of the project is to divert wastewater flows from the northeast area of the City to the Cemetery Creek Trunkline to the west and to decommission two pump stations, the Casino Royale Pump Station (PS #14) and Bonneville Pump Station (PS #10). The project will also provide capacity in the sewer collection system to support development in the UGA north of the current City limits and in the portion of the North Planning Area south of State Route 2.

Trenchless technology is proposed for approximately 1250 feet of the alignment, to include 18-inch gravity sewer pipe from the Casino Royale Pump Station (PS #14) located at the northeast corner of Lake Mount Drive/Lake Avenue, to Bonneville Ave/16th Street. Geologic soils in the vicinity are mapped as recessional outwash overlying glacial till, but are anticipated to consist primarily of very dense glacial till based on the project alignment and our experience in the area.

Entry/exit pit locations and equipment staging for drilling stringing and pullback, mixed face/variable soil conditions, groundwater conditions, drill hole stability and potential dry hole conditions, and potential for hydraulic fracture resulting in the release of drilling fluid to the ground surface (“frac-out”) will be the primary concerns for the project. The scope of services for GeoEngineers focuses on providing a feasibility “desk-top” level study based on available subsurface information, the proposed alignment and existing site constraints.

GEOTECHNICAL ENGINEERING/PRELIMINARY HDD FEASIBILITY STUDY

The purpose of our services is to evaluate existing information and the proposed alignment as a basis for providing preliminary HDD feasibility conclusions. Our proposed scope of services will consist of the following tasks:

1. Review available geotechnical engineering reports, geologic maps, topographic maps and conceptual project plans.
2. Perform a feasibility evaluation and provide preliminary conclusions and discussion for trenchless pipe installation considering the following factors relative to HDD construction methods:
 - a. HDD length and diameter;
 - b. Suitable pipe specifications
 - c. Construction layout and staging;
 - d. Drill hole stability and potential for obstructions;
 - e. Likelihood for hydraulic fracture and inadvertent returns;
 - f. Discussion of fluid release considerations at low end of drill;

- g. Installation accuracy and steering;
 - h. Temporary shoring/dewatering requirements;
 - i. Potential permitting requirements;
 - j. Discussion of pipe stringing and pullback considerations; and
 - k. Discussion of potential trenchless alternatives to HDD.
3. Provide general comments of potential construction difficulties that are identified based on our review of available information.
 4. Prepare a geotechnical engineering and HDD feasibility report presenting the data and findings from our document review and feasibility-level evaluation and recommendations. A conceptual-level plan drawing of the HDD alignment considering the above key factors will be included in the report.

We appreciate the opportunity to present our proposed scope and look forward to providing geotechnical services on this project. If you have any questions or if you require scope revisions, please call.

GEOENGINEERS LABOR HOURS ESTIMATE

	Murraysmith		Job Name:		Western Gravity Flow Diversion					Owner:		City of Snohomish	
	Principal	Associate	Senior Engineer	Project Engineer 2	Staff 3 Engineer	Staff 2 Engineer	GIS/CAD	Admin 3	Admin 2	Total Hours	Total Labor Cost		
	\$260.00	\$240.00	\$227.00	\$190.00	\$161.00	\$142.00	\$132.00	\$108.00	\$95.00				
Data Review	2	2	8							12	2816		
Evaluate Feasibility Factors	6		16				8			30	6248		
Summary Report	4		10				12	2	2	30	5300		
Meetings and Communications	12	4	2							6	1414		
		6	36	0	0	0	20	2	2	78	\$15,778		

Expenses

Expenses/ Mileage and APC	947
Total Expenses	\$947

Total Fee Estimate

\$16,725



September 18, 2020

Mr. Nathan Hardy
Senior Engineer
Murray Smith
2707 Colby Avenue, Suite 1110
Everett, WA 98201

Re: City of Snohomish Wester Gravity Diversion Project Scope of Work (Permitting)

Dear Mr. Hardy:

On behalf of Confluence Environmental Company (Confluence), I am pleased to present you with this Scope of Work (SOW) to assist with permitting efforts associated with the City of Snohomish Western Gravity Diversion Project. It is our understanding that you would like us to: identify required permits and associated timelines for up to three (3) different alignment alternatives; conduct a site visit (if necessary); and, present our findings in a brief technical memorandum. Confluence assumes that the City will provide access and/or right-of-entry to the subject property for our team to conduct this work as necessary.

SCOPE OF WORK

Task 1 Desktop Analysis

Confluence will search the following online databases to evaluate the presence and classification of regulated areas and regulatory triggers associated with up to three alignment alternatives. Example online resources include:

- County and City GIS
- StreamNet
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Washington Department of Natural Resources Water Type GIS
- Washington Department of Fish and Wildlife (WDFW) Priority Habitat and Species
- WDFW SalmonScape

Confluence will also review City of Snohomish land use code to determine the standard buffer requirements of regulated areas identified in the databases as being within or adjacent to the

alignments. The data obtained from this task will be used to develop a strategy for conducting alignment field investigations.

Estimated cost for Task 1: 1,000

Task 2 Reconnaissance Field Investigation

Confluence will conduct a site visit to conduct a reconnaissance assessment looking for the presence or absence of wetlands and streams within or adjacent to the alternative alignments. This site visit would be reconnaissance level and not a formal delineation of existing features. If wetlands or streams are identified and potentially impacted by the proposed alignment, a formal delineation may be required which is not included as part of this Scope of Work.

Results from the field effort would be documented and included in the Technical Memorandum prepared under Task 4 below.

Estimated cost of Task 2: \$2,500

Task 3 Permit Acquisition Matrix

Based on the results of Tasks 1 and 2, Confluence will prepare a permit acquisition matrix identifying likely permits and associated approval timelines for up to three alignment alternatives. This includes a draft schedule, resource agencies involved, and contact information.

Estimated cost of Task 3: \$1,000

Task 4 Technical Memorandum

Using the information generated in the Tasks above, Confluence will prepare a brief technical memorandum presenting the results of the reconnaissance survey and permitting requirements for the three alignment alternatives. This will include a draft and final memorandum.

Estimated cost of Task 4: \$1,500

BUDGET

Table 1 provides an overview of the budget for each task presented above. The total estimated cost provided for the services as described above is \$6,000. The project will be billed on a time-and-materials basis. If invalid assumptions or changes to the SOW occur and result in additional time and materials beyond what is described in this scope, we will coordinate a contract amendment prior to conducting the work.

ACTION ITEM 8b.

City of Snohomish Western Gravity Diversion Permitting SOW
September 18, 2020



Table 1. Summary of Tasks and Budget

	Title	Estimated Budget
Task 1	Desktop Analysis	\$1,000
Task 2	Reconnaissance Field Investigation	\$2,500
Task 3	Permit Acquisition Matrix	\$1,000
Task 4	Technical Memoranda	\$1,500
Total Estimated Proposal Cost:		\$6,000

If you have any comments or questions, please feel free to contact me at the email address or phone number provided in my signature block below. We look forward to working with you on this project!

Respectfully yours,

A handwritten signature in blue ink that reads "Chris Cziesla".

CHRIS CZIESLA
Senior Principal
206.321.6537
chriscz@confenv.com

ACTION ITEM 8b.

EXHIBIT A-1

**CITY OF SNOHOMISH
WESTERN GRAVITY FLOW DIVERSION - PHASE 1 ALTERNATIVES EVALUATION
FEE ESTIMATE**

	LABOR CLASSIFICATION (HOURS)										
	Principal Engineer VI \$280	Professional Engineer V \$181	Engineering Designer I \$145	Technician IV \$165	Administrative III \$120	Hours	Labor	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
Task 1 - Project Management and Coordination											
Task 1.1 - Invoicing and Progress Reports	1	5			7	13	\$ 2,076	\$ -	\$ -	\$ -	\$ 2,076
Task 1.2 - Coordination with City	1	6				7	\$ 1,400	\$ -	\$ -	\$ -	\$ 1,400
Task 1.3 - Staff and Subconsultant Management	1	6				7	\$ 1,400	\$ -	\$ -	\$ -	\$ 1,400
Task 1.4 - QA/QC	6					6	\$ 1,722	\$ -	\$ -	\$ -	\$ 1,722
Task 1 Subtotal	9	17	0	0	7	33	\$ 6,598	\$ -	\$ -	\$ -	\$ 6,598
Task 2 - Data Collection											
Task 2.1 - Data Collection, Review and Tabulation	1	8	16			25	\$ 4,149	\$ -	\$ 40	\$ -	\$ 4,189
Task 2 Subtotal	1	8	16	0	0	25	\$ 4,149	\$ -	\$ 40	\$ -	\$ 4,189
Task 3 - Alternatives Evaluation											
Task 3.1 - Identification of Alternatives	2	8	14	10		34	\$ 5,830	\$ -	\$ -	\$ 180	\$ 6,010
Task 3.2 - Evaluation of Alternatives	6	26	56			88	\$ 14,869	\$ -	\$ -	\$ -	\$ 14,869
Task 3.3 - Cost Estimates	2	6	16			24	\$ 4,065	\$ -	\$ -	\$ -	\$ 4,065
Task 3.4 - Workshop with City Staff	3	6	9	2		20	\$ 3,650	\$ -	\$ 20	\$ 36	\$ 3,706
Task 3 Subtotal	13	46	95	12	0	166	\$ 28,414	\$ -	\$ 20	\$ 216	\$ 28,650
Task 4 - Technical Memorandum											
Task 4.1 - Draft Technical Memorandum	3	9	18	2	2	34	\$ 5,790	\$ -	\$ -	\$ 36	\$ 5,826
Task 4.2 - Final Technical Memorandum	1	4	4	1	1	11	\$ 1,916	\$ -	\$ -	\$ 18	\$ 1,934
Task 4 Subtotal	4	13	22	3	3	45	\$ 7,706	\$ -	\$ -	\$ 54	\$ 7,760
Task 5 - Subconsultant Services											
Task 5.1 - Geotechnical Engineering (GeoEngineers)						0	\$ -	\$ 18,398	\$ -	\$ -	\$ 18,398
Task 5.2 - Permitting Services (Confluence)						0	\$ -	\$ 6,600	\$ -	\$ -	\$ 6,600
Task 5 Subtotal	0	0	0	0	0	0	\$ -	\$ 24,998	\$ -	\$ -	\$ 24,998
Task 6 - Unanticipated Supplemental Services											
Task 6.1 - Unanticipated Supplemental Services						0	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
Task 6 Subtotal	0	0	0	0	0	0	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
TOTAL - ALL TASKS	27	84	133	15	10	269	\$ 46,867	\$ 24,998	\$ 5,060	\$ 270	\$ 77,195

EXHIBIT B

CITY OF SNOHOMISH WATER TRANSMISSION MAIN CHLORINE RESIDUAL EVALUATION SCOPE OF SERVICES

Background

Murraysmith has developed the following Scope of Services to assist the City of Snohomish (City) in identifying a solution to maintain chlorine residual in the City's transmission main. The transmission main previously conveyed water from the Pilchuck River Water Treatment Plant when the plant was in service, but now conveys a much more limited supply of water purchased from the Snohomish PUD to only those customers that are directly connected to the main. Due to the reduced volume of water that is supplied through the transmission main, the chlorine residual of this water has been more challenging to maintain, especially during the warmer summer months of the year. The Department of Health has also listed the need to address this issue on the last Sanitary Survey report in October 2019.

Scope of Services

The Scope of Services includes coordination with the City's O&M staff, review of historical data, identification and evaluation of alternatives, and a technical memorandum that summarizes the work performed.

The outcome of this work will provide the City with alternative solutions to address the chlorine residual issues and planning level cost estimates for implementing the alternatives. This scope does not include design of the alternatives. This scope was developed based on coordination with City staff and our understanding of the work to be performed. This scope is organized by the following major tasks.

Task 1 – Project Management and Coordination

Task 2 – Data Collection and Analysis

Task 3 – Identification and Evaluation of Alternatives

Task 4 – Technical Memorandum

Detailed descriptions of each major work task follow.

Task 1 Project Management and Coordination

Subtask 1.1 – Invoicing and Progress Reports

Prepare and submit monthly invoices and progress reports. Monitor project costs and manage budget and billing tasks.

Subtask 1.2 – Coordination with City

Murraysmith will coordinate with the City on project progress, budget, and schedule.

Subtask 1.3 Quality Assurance/Quality Control (QA/QC)

Coordinate and perform in-house quality assurance reviews of deliverables.

City Responsibilities

- Timely review and processing of consultant invoices.

Assumptions

- Project duration is estimated to be up to three (3) months; therefore three (3) monthly invoices and progress reports are included in the scope of work.
- Coordination with the City will be up to the estimated hours shown in the Fee Estimate.

Deliverables

- Correspondence, e-mails, and other documentation
- Monthly invoices and progress reports

Task 2 Data Collection and Analysis

Subtask 2.1 – Data Collection and Review

Coordinate with the City on data needed for the project, review the data provided by City.

Subtask 2.2 – Data Tabulation and Analysis

Tabulate data received by the City and analyze for purposes of identifying a solution to the issue. Work may involve calculations related to transmission main supply and demands, seasonal variations, and turnover.

City Responsibilities

- Provide available data requested by Murraysmith.

Assumptions

- Up to two (2) data requests will be submitted by Murraysmith.

Task 3 Identification and Evaluation of Alternatives

Subtask 3.1 – Identification of Alternatives

Upon review of data provided by the City, Murraysmith will identify alternatives to address the transmission main chlorine residual issue. For each alternative, a description will be provided with sufficient detail to understand its functionality, requirements, proposed improvements, and potential limitations. Prepare figure showing conceptually the alternatives

Subtask 3.2 – Evaluation of Alternatives

Evaluate each alternative identified above based on a set of evaluation criteria that will be established for this project. Input from City staff will be used for evaluation criteria and ranking of alternatives.

Subtask 3.3 – Cost Estimates

Prepare a planning level preliminary cost estimate for each alternative to assist the City in the selection and implementation of a preferred alternative.

Subtask 3.4 – Workshop with City Staff

Prepare materials for and attend a workshop with City staff to review the alternatives, evaluation criteria, and ranking of alternatives.

City Responsibilities

- Coordinate with Murraysmith and provide City input for evaluation criteria and preferred alternative.

Assumptions

- Up to five (5) alternatives will be identified and evaluated.

Deliverables

- Draft workshop materials

Task 4 Technical Memorandum

Subtask 4.1 – Draft Technical Memorandum

Prepare a draft technical memorandum that summarizes the alternatives, evaluation efforts, recommendations, and planning level preliminary cost estimates. Submit draft technical memorandum via email for City review and comment.

Subtask 4.2 – Final Technical Memorandum

Finalize the technical memorandum based on City review comments submit to City via email.

City Responsibilities

- Review draft technical memorandum and provide comments.

Assumptions

- City’s review of draft technical memorandum will be no longer than 14 calendar days.

Deliverables

- Draft technical memorandum in MS Word electronic format
- Final technical memorandum in PDF electronic format

Task 5 Unanticipated Supplemental Services

Provide additional services as may be required to complete the project as requested and authorized by the City. Such work will be undertaken only after authorization from the City.

Engineering Fee Estimate

The engineering fee estimate is included as **Exhibit B**. The work will be completed on a time and expenses basis with current standard Schedule of Charges in effect at the time the work is performed.

Preliminary Schedule

The tasks described in this scope of work will be completed within approximately three (3) months after Murraysmith receives notice to proceed from the City.

ACTION ITEM 8b.

EXHIBIT B-1

**CITY OF SNOHOMISH
WATER TRANSMISSION MAIN CHLORINE RESIDUAL EVALUATION
FEE ESTIMATE**

	LABOR CLASSIFICATION (HOURS)									
	Principal Engineer VI	Professional Engineer V	Engineering Designer I	Technician IV	Administrative III	Hours	Labor	Expenses	CADD Units \$18/hr	Total
	\$280	\$181	\$145	\$165	\$120					
Task 1 - Project Management and Coordination										
Task 1.1 - Invoicing and Progress Reports	1	3			3	7	\$ 1,183	\$ -	\$ -	\$ 1,183
Task 1.2 - Coordination with City	1	2				3	\$ 642	\$ -	\$ -	\$ 642
Task 1.3 - Quality Assurance/Quality Control (QA/QC)	4					4	\$ 1,120	\$ -	\$ -	\$ 1,120
Task 1 Subtotal	6	5	0	0	3	14	\$ 2,945	\$ -	\$ -	\$ 2,945
Task 2 - Data Collection and Analysis										
Task 2.1 - Data Collection and Review	1	4	2			7	\$ 1,294	\$ -	\$ -	\$ 1,294
Task 2.2 - Data Tabulation and Analysis	4	8	16			28	\$ 4,888	\$ -	\$ -	\$ 4,888
Task 2 Subtotal	5	12	18	0	0	35	\$ 6,182	\$ -	\$ -	\$ 6,182
Task 3 - Identification and Evaluation of Alternatives										
Task 3.1 - Identification of Alternatives	4	8	2	7		21	\$ 4,013	\$ -	\$ 126	\$ 4,139
Task 3.2 - Evaluation of Alternatives	8	16	6			30	\$ 6,006	\$ -	\$ -	\$ 6,006
Task 3.3 - Cost Estimates	2	5	10			17	\$ 2,915	\$ -	\$ -	\$ 2,915
Task 3.4 - Workshop with City Staff	4	6	5			15	\$ 2,931	\$ -	\$ -	\$ 2,931
Task 3 Subtotal	18	35	23	7	0	83	\$ 15,865	\$ -	\$ 126	\$ 15,991
Task 4 - Technical Memorandum										
Task 4.1 - Draft Technical Memorandum	6	12	6	2	1	27	\$ 5,172	\$ -	\$ 36	\$ 5,208
Task 4.2 - Final Technical Memorandum	1	4	4		1	10	\$ 1,704	\$ -	\$ -	\$ 1,704
Task 4 Subtotal	7	16	10	2	2	37	\$ 6,876	\$ -	\$ 36	\$ 6,912
Task 5 - Unanticipated Supplemental Services										
Task 5.1 - Unanticipated Supplemental Services						0	\$ -	\$ 3,000	\$ -	\$ 3,000
Task 5 Subtotal	0	0	0	0	0	0	\$ -	\$ 3,000	\$ -	\$ 3,000
TOTAL - ALL TASKS	36	68	51	9	5	169	\$ 31,868	\$ 3,000	\$ 162	\$ 35,030

CONSENT ITEM 9a.

Date: October 20, 2020

To: City Council

From: Yoshihiro Monzaki, City Engineer

Subject: City Hall and Engineering Annex Roof Replacement and Phase 1 Seismic Improvement Project

SUMMARY: City Council approval is requested to authorize the Mayor to execute an agreement with Accord Contractors, LLC (Accord), the lowest responsive bidder, for the construction of the City Hall and Engineering Annex Roof Replacement and Phase 1 Seismic Improvement Project. This project includes removing and replacing roof sheathing, installing plywood panels, roofing material, vapor barrier, flashing and other associated work for both buildings.

BACKGROUND: The City Hall building was constructed in 1937 for the United States Postal Service. It was used as a Post Office until 1983 when it moved to its current location on Avenue D. The City purchased the building for its new City Hall in 1984.

The Engineering Annex building was constructed in 1909. The City acquired the building in 2009, prior to which the building was owned and used by various private businesses.

The age of the City Hall roof varies from approximately 13- to 28-years old. In 1992, the City installed a new metal roof on the eastern portion of the building, and in 2007, the western portion of the roof was replaced with Duro-Last PVC roof material. (The proposed roof repair and seismic improvements do not include the 2014 City Hall building addition, which was built to current code.)

No records of roof replacement were found for the Engineering Annex building.

City staff has completed multiple small roof repairs for both of the City Hall and Engineering Annex buildings; however, additional leaks have been observed recently.

ANALYSIS: The project was put out to bid on September 9, 2020 through Builders Exchange of Washington, and was advertised in the *Everett Herald* and the *Daily Journal of Commerce*. Bid opening was on October 2, 2020. Three (3) bids were received for the City Hall and Engineering Annex Roof Replacement and Seismic Improvement Project as follows:

1)	Accord Contractors, LLC	\$387,660.00
2)	Queen City Sheet Metal & Roofing, Inc.	\$580,831.52
3)	Krueger Sheet Metal, Co.	\$784,056.00

Bid amounts include the alternate schedule to restore the wood skylight windows on the City Hall roof.

Engineer's Estimate: \$350,000

CONSENT ITEM 9a.

It was determined that Accord, located in Bellevue, Washington, is the lowest responsive bidder for the project in the amount of \$387,660.00. Staff will work with Accord on the start date. Due to weather concerns in the months ahead, the project may start in 2021. Project duration is anticipated to be approximately seventy (70) days once the notice to proceed is issued. Staff will award the project as soon as the required submittals are received, which is anticipated within the next few weeks.

BUDGETARY IMPACTS: Staff is requesting a 20% contingency for this project, for a proposed authorization not to exceed \$465,200. A 20% contingency is being requested because of the uncertainty of the condition of the structures beneath the existing roofing material.

The 2021-2022 Budget includes the City Hall and Engineering Annex Roof Replacement and Seismic Improvement Project. The following budget adjustments are requested for the cost of the project with authorization to start in 2020, weather permitting:

FUND SOURCE	2021-2022 BUDGET	BUDGET ADJUSTMENT	TOTAL PROJECT BUDGET
Real Estate Excise Tax	\$216,000	\$63,200	\$279,200
Sewer Fund	\$48,000	\$14,000	\$62,000
Storm Fund	\$48,000	\$14,000	\$62,000
Water Fund	\$48,000	\$14,000	\$62,000
Totals:	\$360,000	\$105,200	\$465,200

STRATEGIC PLAN REFERENCE: Initiative #8: Invest in Snohomish's civic facilities.

CITY COUNCIL GOALS: Not Applicable.

RECOMMENDATION: That the City Council **AUTHORIZE** the Mayor to sign and execute a contract with Accord Contractors, LLC, in the amount of \$465,200.00, including a 20% contingency, for the construction of the City Hall and Engineering Annex Roof Replacement and Phase I Seismic Improvement Project.

ATTACHMENT: Bid Tabulation

City of Snohomish
 City Hall and Engineering Annex Roof Replacement Project
 Bid Tabulation
 Opinion of Probable Construction Cost Range: \$300,000 - \$350,000
 October 2, 2020
 By: Yoshihiro Monzaki, PE



[Handwritten Signature]

ITEM NO.	ITEM	QUANTITY	UNIT	Accord Contractors, LLC* (Apparent Low Bidder)		Queen City Sheet Metal & Roofing, Inc.		Krueger Sheet Metal, Co.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SELECTIVE DEMOLITION AND ROUGH CARPENTRY PER SECTION 01 21 00 ALLOWANCES	1	FA	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	CITY HALL ROOF REPLACEMENT	1	LS	\$210,000.00	\$210,000.00	\$332,820.00	\$332,820.00	\$470,000.00	\$470,000.00
3	ENGINEERING ANNEX ROOF REPLACEMENT	1	LS	\$100,000.00	\$100,000.00	\$144,077.00	\$144,077.00	\$197,000.00	\$197,000.00
				Subtotal:	\$340,000.00		\$506,897.00		\$697,000.00
				9.2 % WSST:	\$31,280.00		\$46,634.52		\$64,124.00
				Total Bid:	\$371,280.00		\$553,531.52		\$761,124.00
				*Total Bid Amount Corrected.					
BID ALTERNATE									
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ALTERNATE NO. 1: WOOD WINDOW RESTORATION PER SECTION 01 23 00 ALTERNATES	1	LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$21,000.00	\$21,000.00
				Subtotal:	\$15,000.00		\$25,000.00		\$21,000.00
				9.2 % WSST:	\$1,380.00		\$2,300.00		\$1,932.00
				Total Bid Alternate:	\$16,380.00		\$27,300.00		\$22,932.00
				Total Bid with Alternate:		\$387,660.00		\$784,056.00	

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CONSENT ITEM 9b.

Schedule of Checks for the Checks Issued Since the October 6, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total
Accord Contractors, LLC						\$295,182.56
	73678	Pay Est #8	10/05/2020	Carnegie Project Pay Estimate 8	\$295,182.56	
Accord Contractors, LLC						\$14,164.23
	73679	Pay Est #8 Retainage	10/05/2020	Carnegie Project Pay Estimate 8 Retainage	\$14,164.23	
All Battery Sales & Service						\$112.42
	73680	800-10066710	10/05/2020	RTV battery	\$112.42	
Avenue D Gallery						\$3,500.00
	73681	4892	10/05/2020	Small Business Recovery Grant	\$3,500.00	
Axis Roof and Gutter Inc.						\$3,931.20
	73682	22594	10/05/2020	Roof Cleaning at Senior Center	\$3,931.20	
CD&J Investments						\$500.00
	73683		10/05/2020	Rent Relief Grant	\$500.00	
City of Everett Finance						\$205.00
	73684	120004923	10/05/2020	August 2020 Animal Impound Fees	\$205.00	
Conley Homes and Design, LLC						\$3,500.00
	73685	0621	10/05/2020	Small Business Recovery Grant	\$3,500.00	
Enviro-Clean Equipment, Inc.						\$2,162.16
	73686	2052352	10/05/2020	Replacement brooms for sweeper	\$2,162.16	
Evergreen State Heat & AC						\$1,700.25
	73687	41718	10/05/2020	PW Shop Heat and AC	\$1,700.25	
GCR Tires & Service						\$481.32
	73688	801-58587	10/05/2020	Sweeper, tire/work	\$481.32	
Girard Resources & Recycling, LLC						\$19.62
	73689	70805	10/05/2020	Lawn mix Averill/Ferguson	\$19.62	
Granich Engineered Prod Inc						\$7,793.68
	73690	GI-0301970 1	10/05/2020	Lincoln Pump	\$7,793.68	
H. D. Fowler Company						\$2,072.09
	73691	15592295	10/05/2020	Retrosetter samples station	\$2,072.09	
Homestead Hustle LLC						\$3,500.00
	73692	100	10/05/2020	Small Business Recovery Grant	\$3,500.00	
HP Inc.						\$4,313.72
	73693	9010771318	10/05/2020	Enhanced laptop- Planner COVID	\$4,313.72	
Katy Koukouras						\$400.00
	73694		10/05/2020	Rent Relief Grant	\$400.00	
Kennedy/Jenks Consultants						\$9,537.19
	73695	141665	10/05/2020	Effluent Study	\$9,537.19	
Nelson Truck						\$39.31
	73696	712204	10/05/2020	EP125 lighting	\$39.31	
Northern Energy						\$465.90
	73697	3104075349	10/05/2020	Ferguson Propane	\$465.90	
OAPA						\$300.00
	73698	1471667887	10/05/2020	Eidem 2020 OAPA/APA WA Virtual Planning Conference	\$150.00	
		1474068965	10/05/2020	Pickus 2020 OAPA/APA WA Virtual Planning Conference	\$150.00	
Snohomish Auto Parts						\$215.78
	73699	623886	10/05/2020	Sweeper parts	\$16.39	
		623887	10/05/2020	Coolant-sweeper	\$22.81	
		624011	10/05/2020	Breaker flex handle	\$13.80	
		624047	10/05/2020	Shop towels	\$26.99	
		624492	10/05/2020	Telescoping mirror	\$13.20	

CONSENT ITEM 9b.

Schedule of Checks for the Checks Issued Since the October 6, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total
	625061		10/05/2020	EP125-filter, wiper blade	\$54.15	
	625719		10/05/2020	Sweeper coolant	\$68.44	
Snohomish County 911						\$12,532.93
73700	2937		10/05/2020	Dispatch Services	\$12,532.93	
Snohomish County Department of Public Works						\$1,120.49
73701	I000534623		10/05/2020	Signal Maintenance	\$1,120.49	
Snohomish County PUD						\$1,044.71
73702	105429009 1		10/05/2020	2004-7695-0 Carnegie electric bill	\$66.14	
	105431843		10/05/2020	2013-7758-7 Signal	\$24.79	
	108738650		10/05/2020	2001-0472-7 Rainier LS PUD	\$358.38	
	108738651		10/05/2020	2002-0504-5 Lincoln LS PUD	\$67.83	
	121955854		10/05/2020	2006-1127-5 Commercial LS PUD	\$44.55	
	121955855		10/05/2020	2006-6471-2 Pilchuck Park	\$29.09	
	128551228		10/05/2020	2203-1861-2 Lighting	\$68.77	
	135167538		10/05/2020	222535643 Power at old water house	\$14.58	
	135167851		10/05/2020	2009-6329-6 Ferguson LS PUD	\$73.25	
	141687684		10/05/2020	2021-3383-1 Rainbow LS PUD	\$37.06	
	145023683		10/05/2020	2054-7868-8 Lighting	\$79.14	
	148311979		10/05/2020	2024-0450-5 Signal	\$48.95	
	151608327		10/05/2020	2019-6552-2 Bonneville LS PUD	\$25.47	
	154850349		10/05/2020	2020-5999-4 Lighting	\$8.59	
	161222074		10/05/2020	2046-3566-8 Trail House	\$23.76	
	161226406		10/05/2020	2013-7757-9 Signal	\$25.65	
	1664441496		10/05/2020	2014-4843-8 Ped Signal	\$48.71	
Snohomish County Sheriff's Office Corrections						\$613.13
73703	2020-6490		10/05/2020	August 2020 Medical	\$613.13	
Snohomish Senior Center						\$1,000.00
73704	20-168		10/05/2020	Senior Center Monthly Fee	\$1,000.00	
Sound Publishing						\$308.00
73705	EDH908235		10/05/2020	City Hall, Eng Annex Roof/Seismic Imp. Bid Ad	\$308.00	
Southern Computer Warehouse						\$258.74
73706	IN-000658581		10/05/2020	Replacement WiFi router	\$187.43	
	IN-000658624		10/05/2020	Replacement hard drive for PC	\$71.31	
Steuber Dist. Co.						\$34.83
73707	2896146		10/05/2020	PVC Parts	\$34.83	
The Greg Prothman Company						\$5,500.00
73708	2020-7160		10/05/2020	HR Manager Search	\$5,500.00	
The Part Works, Inc.						\$1,931.65
73709	INV60263		10/05/2020	Pilchuck Park-replace part for playground structure	\$1,931.65	
The Sourcing Group, LLC						\$357.93
73710	146039		10/05/2020	PW hats	\$357.93	
United Site Services						\$1,062.52
73711	114-10963836		10/05/2020	Portable Restroom-Pilchuck Julia	\$748.79	
	114-11012487		10/05/2020	Ferguson Park-Portable Restroom	\$313.73	
Unum Life Insurance						\$157.00
73712	0220603-027 0 100120		10/05/2020	LEOFF I LTC Premium	\$157.00	
US Bank CPS						\$1,253.32
73713	DA USBank Comcast 0741668 08072020		10/05/2020	30th Street camera	\$130.01	
	DA USBank McDaniels B13267		10/05/2020	Plow parts	\$108.94	
	DC USBank Sherwin-Williams A3563		10/05/2020	Carnegie Project	\$18.23	
	DD USBank Fred Meyer 054678		10/05/2020	Water for battery	\$2.16	
	DD USBank McDaniels B13029		10/05/2020	Cable ties and rubber stopper	\$6.53	
	JH USBank WRPA 5961		10/05/2020	CPSI-Pullen	\$615.00	
	KA USBank PTA 981		10/05/2020	Karen Allen Training Class	\$100.00	
	LB USBank Amazon 2439473		10/05/2020	Work gloves	\$184.02	

CONSENT ITEM 9b.

Schedule of Checks for the Checks Issued Since the October 6, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total	
		LB USBank Amazon	9349052	10/05/2020	Replacement for boom mower hit	\$114.00	
		LB USBank Central Parts	610500	10/05/2020	Sander light bar	\$533.95	
		LB USBank Gagnon Welding	24-4297	10/05/2020	EP19 -mower welding	\$65.52	
		Rk USBank Kitsap Tractor	WE00465	10/05/2020	EP122 gear box rebuild	\$377.61	
		RK USBank McDaniels	B02239	10/05/2020	Yellow gas can	\$38.21	
		RK USBank McDaniels	A96456	10/05/2020	EP59 fglass/alum piece	\$1.85	
		RK USBank McDaniels	A99182	10/05/2020	Magnet return	(\$24.00)	
		RK USBank McDaniels	B07016	10/05/2020	EP122 fasteners	\$3.80	
		RK USBank McDaniels	B11784	10/05/2020	EP122 fasteners	\$7.58	
		SS USBank	22639693	10/05/2020	Economist Mag. Subscription	\$27.30	
		USBank YM CM Inspector Training		10/05/2020	Refund CM Inspector Training-Koi Simpson	(\$590.00)	
		XBNMTSPS4CQ					
		WP USBank Facebook		10/05/2020	Facebook Ads Outdoor Seating	\$14.50	
		WGRMWVS3E2					
		WP USBank Jetpack Premium		10/05/2020	Experience Snohomish Security/Perform for Wordpres	\$108.11	
		WGRMWVS3E2					
		YM USBank CM Inspector Training		10/05/2020	Refund CM Inspector Training	(\$590.00)	
		GCN8593QT23					
Washington State Dept of Ecology WW Discharge							\$3,888.00
73714		WA0029548		10/05/2020	NPDES Permit	\$3,888.00	
Washington State University - Conference Management							\$600.00
73715		F4NB8SZGBCS		10/05/2020	PDI Training-Whitson	\$600.00	
Washington Tractor							\$638.01
73716		2190892		10/05/2020	EP13 filter, gaskets	\$60.57	
		2190901		10/05/2020	EP75 o-rings	\$13.26	
		2204254		10/05/2020	EP19 service parts	\$397.44	
		2206958		10/05/2020	EP19 filter	\$24.55	
		2206961		10/05/2020	EP19 hinge	\$12.73	
		2207517		10/05/2020	EP19 bracket	\$129.46	
Western Exterminator Company							\$109.20
73717		5523579		10/05/2020	Pest Control Police Station	\$109.20	
Alice Rundle							\$2,500.00
73718		Sept 2020 1		10/8/2020	Small Business Recovery Grant-Reissue Check #73647	\$2,500.00	
Ace Equipment Rentals							\$768.77
73719		91067		10/12/2020	Equipment Rental-Compressor	\$768.77	
Allstream							\$75.89
73720		17081850		10/12/2020	Police security alarm analog line.	\$75.89	
AV Capture All Inc							\$2,607.70
73721		2214		10/12/2020	Council meeting audio publication software renewal	\$2,607.70	
BHC Consultants							\$20,822.50
73722		0012689		10/12/2020	Engineering Services	\$10,782.50	
		0012692		10/12/2020	PAA Consultant Services	\$10,040.00	
Bill Trimm, FAICP							\$2,730.00
73723		Snoh-2020-9		10/12/2020	Midtown Planning District consultant	\$2,730.00	
Blading By Britt, LLC							\$3,500.00
73724		1		10/12/2020	Small Business Recovery Grant	\$3,500.00	
C&D Investments, LLC							\$500.00
73725				10/12/2020	Rent Relief Grant	\$500.00	
Carolyn Burningham							\$500.00
73726				10/12/2020	Rent Relief Grant	\$500.00	
Cascade View Counseling Services							\$3,500.00
73727		Oct 2020		10/12/2020	Small Business Recovery Grant	\$3,500.00	
City of Everett Environmental Lab							\$494.10
73728		I20005010		10/12/2020	Routine monthly coliform samples	\$286.20	

CONSENT ITEM 9b.

Schedule of Checks for the Checks Issued Since the October 6, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total
		120005011	10/12/2020	Stormwater Samples	\$207.90	
Core & Main LP						\$1,309.32
73729		M921933	10/12/2020	Meter setter w/chk & bypass vert in/out	\$1,309.32	
Edith Stocker						\$500.00
73730			10/12/2020	Rent Relief Grant	\$500.00	
Ferguson Waterworks #3011						\$1,129.73
73731		0915046	10/12/2020	Meter heads	\$1,129.73	
Granite Construction Supply						\$951.14
73732		82331	10/12/2020	Sign Bases	\$951.14	
Hach Company						\$272.15
73733		12139714	10/12/2020	Reagent for chlorine residual tests	\$272.15	
VOID						\$0.00
73734		VOID	10/12/2020		\$0.00	
Kelley Connect						\$125.60
73735		IN727991	10/12/2020	City Hall copier machine.	\$125.60	
Marlyn Redal						\$500.00
73736			10/12/2020	Rent Relief Grant	\$500.00	
Method Barricade & Construction Supply LLC						\$394.54
73737		14025	10/12/2020	Curbside Pickup Signs-COVID	\$394.54	
Norstar Industries						\$3,630.99
73738		58509	10/12/2020	Plow Blades	\$3,630.99	
Northwest Playground Equipment, Inc.						\$4,604.20
73739		47087	10/12/2020	Playground structure	\$4,604.20	
Otak, Inc						\$795.50
73740		000092000273	10/12/2020	Averill Field & Homestead Park-Master Plan	\$795.50	
Process Solutions						\$1,672.50
73741		37235	10/12/2020	On-call Services/Engineering Assistance Project 640537	\$1,672.50	
VOID						\$0.00
73742		VOID	10/12/2020		\$0.00	
Snohomish County PUD						\$5,578.42
73743		108740099	10/12/2020	2010-1618-5 Hill Park LS PUD	\$73.67	
		108740100	10/12/2020	2010-5484-8 Champagne LS PUD	\$114.01	
		118644990	10/12/2020	2000-9242-7 Lighting	\$64.94	
		121956419	10/12/2020	2009-6790-9 Lighting	\$42.73	
		121958572	10/12/2020	2025-1851-0 Signal	\$54.51	
		128555635	10/12/2020	2028-8206-4 Lighting	\$3,613.22	
		128555636	10/12/2020	2028-8208-0 Lighting	\$275.52	
		131868683	10/12/2020	2031-6858-8 LIGHTING	\$31.59	
		131870485	10/12/2020	2028-9476-2 Lighting	\$61.12	
		135171606	10/12/2020	2047-1765-6 Lighting	\$47.76	
		141692696	10/12/2020	2035-0512-8 Hill Park upper shelter	\$17.17	
		151611097	10/12/2020	2025-1183-8 Lighting	\$17.74	
		154855981	10/12/2020	2201-7303-3 Lighting	\$51.81	
		158054752	10/12/2020	2026-7068-3 Lighting	\$1,100.01	
		167667679	10/12/2020	2020-1133-4 Hill Park lower shelter	\$12.62	
Snohomish County Sheriff's Office						\$281,673.00
73744		1000534993	10/12/2020	Sept 2020 Law Enforcement Services	\$281,673.00	
Snohomish Sports Center						\$4,000.00
73745		000009	10/12/2020	Small Business Recovery Grant	\$4,000.00	
Sound Telecom						\$163.00
73746		000018-441-071	10/12/2020	Standby Phone	\$163.00	

CONSENT ITEM 9b.

Schedule of Checks for the Checks Issued Since the October 6, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total
Southern Computer Warehouse						
	73747	IN-000659085	10/12/2020	Replacement hard drives	\$214.45	\$214.45
Spark Hot Yoga, LLC						
	73748	1127	10/12/2020	Small Business Recovery Grant	\$5,000.00	\$5,000.00
The Greg Prothman Company						
	73749	2020-7170	10/12/2020	HR Mgr. Search Direct Reimbursement	\$3,358.00	\$3,358.00
Tyler Technologies, Inc						
	73750	025-309917	10/12/2020	Credit card transaction fees	\$3,118.75	\$3,155.65
		025-310228	10/12/2020	Billing notifications	\$36.90	
Usa Bluebook Inc						
	73751	367891	10/12/2020	Lab Supplies/Sanitizer	\$635.27	\$635.27
Washington State Department of Revenue						
	73752	Jul-Aug-Sep 2020	10/12/2020	3rd Qtr leasehold tax	\$1,001.52	\$1,001.52
Washington State Dept of Ecology WW Discharge						
	73753	21-WAR045543-1	10/12/2020	2020-21 DOE NPDES Stormwater Permit Fee	\$3,271.24	\$3,271.24
TOTAL:						\$748,442.07

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.

Finance Director

WE, the undersigned Councilmembers of the City of Snohomish, Washington, do hereby certify that the claim warrants #73678 through #73753 in the total amount of \$748,442.07 through October 12, 2020 are approved for payment on October 20, 2020.

Mayor

Councilmember

Councilmember

Councilmember