



City of Bothell™

Council Chambers, 18415 101st Ave NE, Bothell, WA

City Council Regular Meeting Agenda

Tuesday, April 17, 2018

6:00 PM

Members of the City Council: Mayor Andy Rheäume, Deputy Mayor Davina Duerr, Councilmember Tom Agnew, Councilmember Rosemary McAuliffe, Councilmember James McNeal, Councilmember Liam Olsen and Councilmember Jeanne Zornes

Members of the Staff: City Manager Jennifer Phillips, Assistant City Manager Torie Brazitis, City Attorney Paul Byrne, Public Works Director Erin Leonhart, Finance Director Tami Schackman, Community & Economic Development Director Michael Kattermann, Interim Parks & Recreation Director Tracey Perkowsky, Human Resources Director Mathew Pruitt, Information Services Director Joe Sherman, Police Chief Carol Cummings, Fire Chief Bruce Kroon, and City Clerk Laura Hathaway

- 1) Call to Order, Roll Call, Pledge of Allegiance
- 2) Meeting Agenda Approval
- 3) Review Projected Agenda
- 4) Review of Public Engagement Opportunities
- 5) Special Presentation - Certificate for Taighan Chea, Boys Age 7-9 National Champion in the Drive, Chip and Putt
- 6) Proclamation – Arbor Day 2018
- 7) Council Committee Reports/City Manager Report
- 8) Visitor Comments – 3 minutes per person
- 9) Consent Agenda
 - a. Minutes – March 20 and April 3, 2018 Meeting Minutes
Recommended Action: Approve the meeting minutes as presented.

Pgs. 5-6

Pgs. 7-14

- Pgs. 15-16 b. [AB # 18-057 – March 1-31, 2018 Vouchers](#)
Recommended Action: Approve the following March 1-March 31, 2018 Vouchers totaling \$2,488,040.47 that were approved and paid by the City Auditor:
- Wire No. 290, 291, 292 and 513
 - Check No. 200535-200941
- Pgs. 17-30 c. [AB # 18-058 – Interlocal Agreement with Alderwood Water & Wastewater District for 228th Street SE Pavement Overlay Project](#)
Recommended Action: Authorize the City Manager to enter into an Interlocal Agreement with Alderwood Water and Wastewater District, in substantially the same form as presented, in the amount of \$68,310 for construction associated with the Bothell 228th Street SE Pavement Overlay Project.
- Pgs. 31-48 d. [AB # 18-059 – Contract with StreetSense Consulting, LLC to Audit exploreBothell Brand and Create New Website for the City Tourism Program.](#)
Recommended Action: Authorize the City Manager to execute, in substantially the same form as presented, a contract with StreetSense Consulting, LLC, for \$200,000 to audit exploreBothell brand and create a new website in 2018.
- Pgs. 49-54 e. [AB # 18-060 – Purchase of Park Maintenance Equipment for former Wayne Golf Course Property](#)
Recommended Action: Staff recommends Council approve acquisition of the following new maintenance equipment - one gator/utility vehicle and two mowing reels for use on the former Wayne Golf Course property.
- Pgs. 55-68 f. [AB # 18-061 – Acceptance of Slope and Utility Easement from Vasile and Paula Uuiu](#)
Recommended Action: Approve an Ordinance accepting a slope and utility easement as described in Attachment 1.
- Pgs. 69-74 g. [AB # 18-062 – Resolution to Authorize City Manager to Execute Grant Applications, Agreements and All Related Documents for the 2018 Recreation and Conservation Office](#)
Recommended Action: Approve the resolution to authorize the City Manager to execute grant applications, agreements and all related documents for the 2018 Recreation and Conservation Office call for projects for the Non-Motorized Bridge at the Park at Bothell Landing and Land Acquisition for Shelton View Forest Projects.

10) New Business

- Pgs. 75-76 a. [AB # 18-063 – Public Safety Update](#)
Recommended Action: Receive the report and provide feedback on the topic.

11) Adjourn – (9:00 PM or extend by motion of the Council)

SPECIAL ACCOMMODATIONS: The City of Bothell strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact the ADA Coordinator at (425) 806-6151 at least one day prior to the meeting.

Copies of agenda bills and attachments listed in this agenda may be obtained from the City Clerk's Office the Friday before the meeting. **PRELIMINARY AGENDA:** The preceding is a preliminary agenda; other items may be added and action taken on matters which do not appear above. Bothell City Council meetings are aired live on Bothell Community Television (BCTV) Channel 21/26 (Comcast/Verizon) (available to Comcast and Verizon Cable customers within Bothell City limits).

Meetings are generally replayed according to the following schedule (subject to change): Wednesday following the meeting at 10 a.m.; Friday, Saturday and Sunday following the meeting at 10 a.m. and 7 p.m. City Council and Planning Commission meetings and the BCTV schedule are viewable online at www.bothellwa.gov

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City of Bothell Proclamation



WHEREAS, in 1872 J. Sterling Morton proposed that a special day be set aside for the planting of trees and was the year when Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2018 is the 146nd anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautifying our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and renewal; and

WHEREAS, the Bothell Parks & Recreation Board will be celebrating Arbor Day on April 28, 2018 from 10:00 am to 1:00 p.m. with tree plantings within Pioneer Cemetery.

NOW, THEREFORE, I, Andy Rheaume, Mayor of the City of Bothell, do hereby proclaim April 28, 2018 as the official celebration of

“Arbor Day”

in the City of Bothell, and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

In witness whereof, I hereunto set my hand and official seal this 17th day of April, 2018.

Andy Rheaume, Mayor

Laura Hathaway, City Clerk

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City Council Regular Meeting Minutes
Tuesday, March 20, 2018
6:00 PM

1) Call to Order, Roll Call, Pledge of Allegiance

Mayor Rheume called the meeting to order at 6:00 PM. All Councilmembers were present.

Girl Scout Troup 44368 led the Pledge of Allegiance.

2) Meeting Agenda Approval

Deputy Mayor Duerr pulled the March 6, 2018 meeting minutes.

3) Review Projected Agenda

There were no changes to the projected agenda.

4) Review of Public Engagement Opportunities

Mayor Rheume reviewed public engagement opportunities.

5) Proclamation – Earth Hour

Mayor Rheume read the proclamation and presented it to Public Works Deputy Director of Operations, Nik Stroup.

6) Proclamation – Sexual Assault Awareness Month

Mayor Rheume read the proclamation and presented it to Police Chief Carol Cummings

7) Special Presentation – Women's History Month - Local Recognition

Councilmember McAuliffe said a few words in regards to Women's History Month and Mayor Rheume presented certificates to the following women for their leadership within the community:

Leeann Tesorieri, Cheryl Bosh, Kim DeAngelo, Cheryl Stanford, Lynn Asmann, Carmin Dalziel, Kelly Snyder, Leigh Henderson, Jennifer Phillips, Carol Cummings, Brooke Knight, Dr. Michelle Reid, Brittany Caldwell, Gerry Eagle and Nancy Pipinich.

8) Special Presentation – Joint Meeting with Northshore School District:

Mayor Rheaume invited Northshore School Board Superintendent Dr. Michelle Reid and School Board members Amy Cast, Sandy Hayes, Jacqueline McGourty, Bob Swain and David Cogan to the table for a joint meeting. Topics included field usage, the elementary school site, use of levy monies, equity and diversity, partnerships, Wi-Fi access, safety and safe streets and sidewalks.

9) Council Committee Reports/City Manager Report

Councilmembers provided internal and regional committee updates.

10) Visitor Comments

Whitney Neugebauer – spoke regarding the naming the former Wayne Golf Course property and submitted booklets for the record.

Corinne Pyle – thanked council for their cooperation with the School District

Jennifer Spanson – spoke regarding traffic impact fees for downtown / Main Street.

11) Consent Agenda

- a. Minutes – February 20, 2018 Meeting Minutes and ~~March 6, 2018 Meeting Minutes~~ PULLED
Recommended Action: Approve the meeting minutes as presented.
- b. AB #18-045 – February 1, 2018 – February 28, 2018 Vouchers
Recommended Action: Approve the following February 1-February 28, 2018 Vouchers totaling \$2,205,055.27 that were approved and paid by the City Auditor:
 - Wire No. 282,288,289,509
 - Check No. 200128-200534
- c. AB #18-046 – Construction Contract with Kamins Construction for the Construction of the 2018 Curb Ramp Project
Recommended Action: Authorize the City Manager to enter into a construction contract with Kamins Construction in the amount of \$491,777.05 for construction of the 2018 Curb Ramps.

MOTION: Councilmember Agnew moved approval of the Consent Agenda minus the March 6 minutes (pulled). Deputy Mayor Duerr second. The motion carried 7-0.

March 6, 2018 Meeting Minutes – Deputy Mayor Duerr corrected the meeting minutes to reflect the correct docket item that was removed under the Development Review/Lean Process section. The minutes read as follows:

6. Code Amendments to the Development Review/LEAN Process – initiated except for item 6b which was removed:
 - a. Establishment of a site plan review process;
 - b. ~~Increase the number of lots through the short plat process—up to 9 lots; REMOVED~~
 - c. Remove the ‘sign’ noticing requirement for Wireless Communication Facilities (WCF);
 - d. Expanding the list of minor modifications permitted under a Conditional Use Permit (CUP);
 - e. Miscellaneous housekeeping Code amendments;
 - f. Code amendments to Title 20 (Buildings) to clarify issues and basically clean things up; and,
 - g. Minor Code amendments to BMC 12.38 to clarify rezone criteria.

MOTION: Deputy Mayor Duerr moved approval of the March 6, 2018 Meeting Minutes as amended. Mayor Rheame second. The motion carried 7-0.

Council recessed at 7:55 PM and reconvened at 8:07 PM.

12) New Business

- a. AB #18-047 – Resolution Ratifying the 2017 Update to the Lake Washington/ Cedar/ Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan
Recommended Action: Authorize the Mayor to sign a resolution ratifying the plan update.

Jason Mulvihill-Kuntz, WRIA 8 Salmon Recovery Manager presented and entertained Council questions.

MOTION: Deputy Mayor Duerr moved approval of the recommended action. Councilmember McNeal second. The motion carried 7-0.

- b. AB #18-048 – Ordinance: Main Street/Downtown Transportation Impact Fees
Recommended Action: Adopt the proposed ordinance amending Bothell Municipal Code Chapter 17 pertaining to Transportation Impact Fees

Utility Services Manager Don Fiene presented and entertained Council questions.

MOTION: Councilmember Agnew moved approval of the recommended action. Councilmember McAuliffe second.

Discussion ensued.

The motion failed 4-3: Councilmembers Agnew, McAuliffe and Mayor Rheame for; Councilmembers McNeal, Zornes, Olsen and Deputy Mayor Duerr dissenting.

Council directed the City Manager to revisit this item as part of the Downtown Subarea Plan Code Amendments.

MOTION: Councilmember McNeal moved to extend the meeting to 10:00 PM. Deputy Mayor Duerr second. The motion carried 7-0.

- c. AB #18-049 –Councilmember appointments to the Metropolitan Solid Waste Management Advisory Committee (MSWMAC) and the WRIA 8 Forum
Recommended Action: Appoint a Councilmember to serve as Bothell's representative on the Metropolitan Solid Waste Management Advisory Committee (MSWMAC) and a Councilmember to serve on the WRIA 8 Forum

City Clerk Laura Hathaway introduced this item stating the current appointed councilmembers could no longer serve due to conflicts. Staff asked for new council appointees to these committees.

Mayor Rheume elaborated on his need to withdraw from the WRIA 8 Forum and Councilmember McAuliffe did the same regarding the MSWMAC Committee.

Council consensus is to have Councilmember McNeal serve as the WRIA 8 representative with Councilmember Agnew as the Alternate.

Council consensus is that staff liaison to the MSWMAC Committee, Sabrina Combs, would represent the city. Councilmember Zornes indicated that she could fill in as an alternate to the MSWMAC Committee if needed in the summer months.

13) Executive Session

Council adjourned to Executive Session at 9:00 PM to discuss Potential Litigation pursuant to RCW 42.30.110(1)(i)

The executive session was anticipated to last 20 minutes with no action.

At 9:20 PM, Mayor Rheume extended the executive session an additional 10 minutes to 9:30 PM.

14) Adjourn

Mayor Rheume adjourned the meeting at 9:30 PM.

Submitted for Approval on 04/17/2018

City Council Regular Meeting Minutes
Tuesday, April 3, 2018
6:00 PM

1) Call to Order, Roll Call, Pledge of Allegiance

Mayor Rheume called the meeting to order at 6:00 PM and led the Pledge of Allegiance.

All Councilmembers present.

2) Meeting Agenda Approval

The meeting agenda was approved as presented.

3) Review Projected Agenda

There were no changes to the projected agenda.

4) Review of Public Engagement Opportunities

Mayor Rheume reviewed upcoming public engagement opportunities.

5) Staff Briefing – Solid Waste Hauler Update

Sustainability Coordinator Sabrina Combs introduced representatives from both Waste Management and Recology; each updated Council on Solid Waste collection and initiatives and entertained Council questions.

6) Council Committee Reports/City Manager Report

City Manager Jennifer Phillips introduced Community Development Director Michael Kattermann.

Councilmember McAuliffe gave a brief committee report.

7) Visitor Comments

Judith Carpenter – spoke regarding naming the former Wayne Golf Course Property.

Sharon Dimmitt – spoke regarding the annual opening of the Bothell Historical Museum.

Julian Vrieslander - spoke regarding naming the former Wayne Golf Course Property.

Erin Cosand - spoke regarding naming the former Wayne Golf Course Property.

Whitney Neugebauer - spoke regarding naming the former Wayne Golf Course Property.

Kennedy Garcia - spoke regarding naming the former Wayne Golf Course Property.

Rosi Voied - spoke regarding naming the former Wayne Golf Course Property.

Sarah Witte - spoke regarding naming the former Wayne Golf Course Property.

Bryan Alvaraz (Reddy the Redfish) - spoke regarding naming the former Wayne Golf Course Property.

Megan Cosand - spoke regarding naming the former Wayne Golf Course Property.

Leah Young - spoke regarding naming the former Wayne Golf Course Property.

Senator Guy Palumbo – gave a brief legislative update.

Laurie Gogic - spoke regarding naming the former Wayne Golf Course Property.

David Bain - spoke regarding naming the former Wayne Golf Course Property.

Jeff Jenson - spoke regarding naming the former Wayne Golf Course Property.

8) Consent Agenda

- a. Minutes – March 13, 2018 Meeting Minutes
Recommended Action: Approve the meeting minutes as presented.
- b. AB #18-050 – Payroll and Benefit Transactions February 1-28, 2018
Recommended Action: Approve payroll direct deposit transactions #2000113330 - #2000114003, in the amount of \$1,769,390.07; payroll and benefit checks #37640 - #37696 plus wire benefit payments #513 - #517, in total amount of \$1,931,459.58, for February 1, 2018 – February 28, 2018 payroll that were approved and paid by the City Auditor.
- c. AB #18-051 – Reject Construction Contract Bids for Westhill Outfall Rehabilitation Project
Recommended Action: Authorize the City Manager to reject all bids received on February 26, 2018, for construction of the Westhill Outfall Rehabilitation project.

- d. AB #18-052 – Professional Services Agreement with Otak, Inc., for Final Design Services for the NE 188th Street Non-Motorized Improvement Project
Recommended Action: Authorize City Manager to enter into a Professional Services Agreement with Otak, Inc., in the amount of \$249,195 and in substantially the same form as presented, for final design services for the NE 188th St Non-motorized Improvements project.
- e. AB #18-053 - Award Construction Contract with Northshore Paving Inc., for the 2018 Asphalt Patching Project
Recommended Action: Authorize the City Manager to enter into a construction contract with Northshore Paving Inc. in the amount of \$484,602 for the 2018 Asphalt Patching Project.

MOTION: Deputy Mayor Duerr moved approval of the consent agenda as presented. Councilmember Agnew second. The motion carried 7-0.

9) Boards and Commissions

- a. AB #18-054 – Council Appointment to Lodging Tax Advisory Committee
Recommended Action: Appoint Jordan Nelson to fill the unexpired term for Position #6 on the Lodging Tax Advisory Committee

Mayor Rheaume updated council on the need to fill the appointment to the Lodging Tax Advisory Board. Council consensus is that no interview is needed.

MOTION: Deputy Mayor Duerr moved to appoint Jordan Nelson to Position #6 on the Lodging Tax Advisory Committee. Councilmember Zornes second. The motion carried 7-0.

10) New Business

- a. AB #18-055 – New Park Name for Former Wayne Golf Course Property
Recommended Action: Staff offers the City Council several options:
 - 1) Select one of the four recommended names from the Parks & Recreation Board;
 - 2) Consider other names and make a selection;
 - 3) Provide direction to staff to further expand and enhance the naming process and return to the City Council with a new process for consideration and approval

Interim Parks Director Tracey Perkosky presented and entertained Council questions.

Council consensus was to direct staff to further expand and enhance the naming process and return to Council with the new process.

- b. AB #18-056 – Resolution Approving the 2018 Wastewater System Comprehensive Plan Update
Recommended Action: Adopt the Resolution approving the 2018 Wastewater System Comprehensive Plan Update.

Councilmember Zornes left the dais at 7:27 and returned at 7:31 PM

Public Works Director Erin Leonhart took a moment prior to this presentation to thank Utility Services Manager Don Fiene for all his hard work and wish him well on his retirement.

Mr. Fiene presented and entertained Council questions.

MOTION: Deputy Mayor Duerr moved approval of the recommended action adopting the 2018 Wastewater System Comprehensive Plan Update. Councilmember Agnew second. The motion carried 7-0.

Councilmembers each congratulated Mr. Fiene and wished him well on his future endeavors.

11) Executive Session

Council adjourned to Executive Session to discuss property acquisition, expected to last 10 minutes with no action.

- a. ~~Potential Litigation pursuant to RCW 42.30.110(1)(i)~~ PULLED
- b. Property Acquisition pursuant to RCW 42.30.110(1)(b)

12) Adjourn – Mayor Rheame adjourned the meeting at 8:05 PM.

Submitted for Approval 4/17/18

Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: April 17, 2018 Action ☒ Study Session ☐ AB #: 18-057

Subject: Consider Approval of March 1, 2018 – March 31, 2018 Vouchers

Budget Impact/Source of Funds: Various

Staff Presenter/Department: Tami Schackman, Finance Director

Executive Summary:

The attached voucher list is a listing of all checks that have been approved and paid for by the City Auditor.

Category: Consent

History:

- City Council adopted an ordinance on June 5, 2000, appointing the Finance Director/City Treasurer as City Auditor to approve vouchers for weekly payment. Consistent with state statutes, the City Council is then required to ratify these actions.
-

Recommended Action:

Approve the following March 1-March 31, 2018 Vouchers totaling \$2,488,040.47 that were approved and paid by the City Auditor:

- Wire No. 290, 291, 292 and 513
 - Check No. 200535-200941
-

Attachments:

1. Voucher list for the period March 1 - March 31, 2018.
(Council distribution only. Check listings available for review in Finance.)
-

City Manager Approval: _____



Date: April 8, 2018

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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: April 17, 2018

Action ☒ / No Action ☐

AB #: 18-058

Subject: Interlocal Agreement with Alderwood Water & Wastewater District for the 228th Street SE Pavement Overlay Project

Budget Impact/Source of Funds: \$68,310 funded in the Annual Pavement Preservation Program budget and to be fully reimbursed by Alderwood Water & Wastewater District

Staff Presenter/Department: Khin Gyi, Sr. Civil Engineer, Capital Programs Public Works

Executive Summary:

The 228th Street SE Pavement Overlay Project will rehabilitate pavement from 19th Ave SE to 35th Ave SE in the summer of 2018. The Alderwood Water & Wastewater District (AWWD) provides water and sewer service within these project limits. Under a franchise agreement with AWWD, all utility adjustments as a result of roadway grade changes will be performed by the utility operator at their expense unless otherwise agreed to by both parties.

Through this Interlocal Agreement, the City agrees to adjust AWWD utilities and AWWD agrees to reimburse the City for those expenses. For the purposes of the overlay project, this arrangement is considered to be the most efficient and convenient for both parties.

Category: Consent

History:

- 2016: the City was awarded \$830,400 of federal grant funding for the Bothell 228th Street SE Pavement Overlay Project
 - November 14, 2017: Council approved a professional services agreement with David Evans and Associates in the amount of \$123,295 for the design of the Bothell 228th Street SE Pavement Overlay Project
-

Recommended Action:

Authorize the City Manager to enter into an Interlocal Agreement with Alderwood Water and Wastewater District, in substantially the same form as presented, in the amount of \$68,310 for construction associated with the Bothell 228th Street SE Pavement Overlay Project.

Attachments:

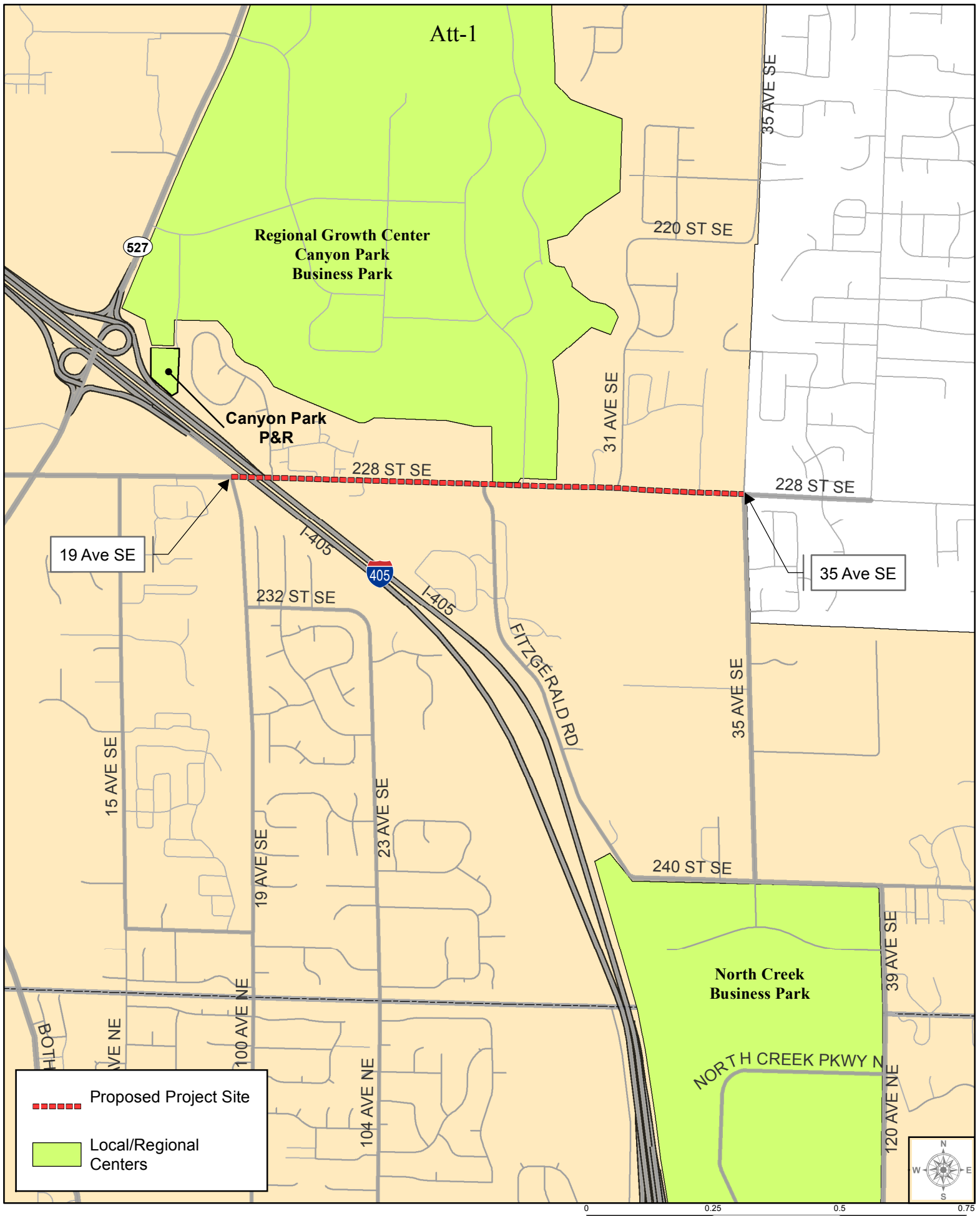
1. Vicinity Map
 2. Interlocal Agreement
-

City Manager Approval: _____



Date: April 8, 2018

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228th Street SE Overlay Project

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The City of Bothell delivers this data (map) in an AS-IS condition. The City of Bothell does not warrant the accuracy, currency, or completeness of the information provided. Date: 4/20/2016



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**INTERLOCAL AGREEMENT BETWEEN
CITY OF BOTHELL AND
ALDERWOOD WATER & WASTEWATER DISTRICT
Regarding the 228th St SE Pavement Overlay Project**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF BOTHELL, a municipal corporation (the “City”), and ALDERWOOD WATER & WASTEWATER DISTRICT, a public utility district (the “District”), for the purposes set forth below.

Recitals

WHEREAS, the City has concluded that the 228th Street SE Pavement Overlay Project (the “Project”) is necessary in order to provide an acceptable level of transportation services; and

WHEREAS, the District operates and maintains existing water and sanitary sewer facilities in the public road rights-of-way; and

WHEREAS, the District holds franchises for occupancy of public road rights-of-way and is required, as a condition of its franchises and state law, to relocate and adjust its facilities at its own expense to accommodate public road improvements; and

WHEREAS, in the course of the Project, it is advantageous for the District to have the City’s contractor adjust the District’s existing facilities (the “Utility Work”); and

WHEREAS, the City is the lead agency for the construction of the Project; and

WHEREAS, it is advantageous for the project schedule to include the District’s facility adjustments in the City’s Design Contract and it is deemed to be in the best interest of the public and the District to include necessary items of work, as requested by the District, into the City’s construction contract proposed for this Project; and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to chapter 39.34 RCW in order to jointly accomplish the Project.

NOW, THEREFORE, the City and District wish to enter into this Agreement outlining the work and associated cost for the adjustment of District’s manhole covers and valve boxes within the Project limits.

Agreement

I. OBJECTIVE OF AGREEMENT

The objective of this agreement is to set forth the mutual obligations and rights of the City and the District for the accomplishment of the Utility Work, also known as District Project Nos. S1802 and W1802 and described in Exhibits “A” and “B” which are attached hereto

and incorporated herein by this reference.

II. RESPONSIBILITIES OF THE PARTIES

A. The City shall act as the lead agency on the Project and will be responsible for compliance with the Local Agency Guidelines published by the Washington State Department of Transportation, during the design and construction phases of the Project. The City's Project Manager shall act as the administrator of this cooperative undertaking.

B. The City shall (i) have the City's Design Contract include the Utility Work into the City's plans and specifications; (ii) print and distribute the Contract Specifications and Plans; (iii) administer the advertisement for construction; and (iv) award and administer the contract, including accountings, making payments to the Contractor, and keeping the Project records.

C. The City, acting for and on behalf of the District, shall provide construction management and inspection for the District. The City will provide copies of all daily inspection reports for work involving the District's Utility Work on a weekly or other agreed upon interval. Inspection of construction activities shall not constitute a guarantee or warranty of the adequacy of performance.

D. The District shall be solely responsible for all costs associated with the Utility Work, and reimburse the City in accordance with the terms of Section V below.

E. The District shall make all reasonable efforts to cooperate with the City's Contractor in facilitating the Utility Work and make necessary personnel available so as to not delay the Contractor's construction schedule.

F. The District shall, within ten (10) calendar days after notification of completion of the Utility Work, issue notification of any deficiencies or issue writing notification of acceptance. The City's Contractor will correct the deficiencies. If, after the ten (10) day period, notification has not been received by the City, the Utility Work shall be considered complete and accepted by the District.

G. The District may, if it desires, furnish an inspector on the Project. Any costs for such inspection will be borne solely by the District. All contact between said inspector and the City's contractor shall be through the City's on-site representative who will be identified by the City.

H. The District shall maintain any utility facilities constructed under this Agreement from the date of acceptance of the facilities by the District. In accordance with this Agreement and the terms of the District's franchise, the cost of any future improvements and/or maintenance, repairs, or corrections to any utility facilities covered under the terms of this Agreement shall be the exclusive responsibility of the District unless covered under the contract performance period.

I. The performances of the duties of the parties provided hereby shall be done

in accordance with standard operating procedures and customary practices of the parties.

J. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

K. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

III. DURATION OF AGREEMENT

This Agreement shall become effective immediately upon the signing by all parties and recording with the Snohomish County Auditor and shall remain in effect until the Utility Work has been accepted by the District and the District has paid the City in full; provided, that the respective indemnification obligations of the City and the District in Section VIII shall survive the expiration or termination of this Agreement. The parties anticipate that the Project will be completed by December 2018.

IV. SEPARATE ENTITY NOT CREATED

No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

V. FINANCING

A. The District agrees to set aside funds for payment to the City for the Utility Work in an amount not less than the estimate of cost for the Utility Work Design; cost for the bid items for the Utility Work and for an amount necessary to reimburse the City for construction management, inspection and administration services related to the Utility Work. The Districts' estimate of costs is shown in Exhibits "A" and "B", which are attached hereto and incorporated herein.

B. The City shall provide the District with properly executed invoices showing expenditures on the District's portion of the Project. Invoices shall be based on Contractor's unit price bid on the Utility Work. Invoices shall be paid by the District within thirty (30) days of receipt by the District. Payment by the District shall not constitute an agreement as to the appropriateness of any item or acceptance of the work so represented.

C. The District shall pay the City for the following costs:

- (i) 100 percent of the final cost of all contract items related to the District's Utility Work, as shown in the bid proposal of the successful bidder; and
- (ii) The cost of any extra work associated with the Utility Work within the 15% contingency, and any costs for extra work that have been approved in accordance with Section VII.

D. Upon completion of the Project, a final audit shall be conducted of the Project in accordance with standards of the Washington State Department of Transportation. At the time of the final audit, all adjustments required shall be made and shall be reflected in a final billing to the District. Within thirty (30) days of receipt of the audit and final billing, the District shall notify the City of any objections to the audit and/or billing. If no objections are filed, the District shall make final payment to the City and such final payment shall constitute an acceptance by the District of the City's costs and accounting.

VI. TERMINATION

A. This Agreement may be terminated in whole or in part, for convenience without cause, prior to the termination date specified in Paragraph III, upon thirty (30) days advance written notice.

B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Paragraph III, upon thirty (30) days advance written notice. Reasons for termination may include, but are not limited to, nonperformance; misuse of funds; and/or failure to provide related reports/invoices/statements as specified in Paragraph II.

C. If the Agreement is terminated as provided in this section: (1) each Party will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) each Party shall be released from any obligation to provide further services pursuant to this Agreement. [If either of these two are applicable to this agreement.]

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

VII. AMENDMENTS

A. This Agreement may be amended at any time by written agreement of both Parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

B. There may be unforeseen conditions requiring immediate resolution during the construction phase of this agreement such as construction disputes and claims, changed conditions, and/or changes in the construction work. Reimbursement for increased construction management and/or construction contract amount shall be limited to costs covered by a modification, change order, or extra work order approved as follows:

- i. Should it be determined that any change from the contract plans and

specifications is required, the City, through the City Engineer, shall have authority to make such changes up to the amount of the "Contingency" shown in Exhibit "B" as may be adjusted in accordance with the accepted bid price.

- ii. Any change in the work which would cause the "Grand Total" cost to exceed the amount shown in Exhibit "B", will require a Letter of Understanding, signed by both the City's Public Works Director or his/her designee and the District's General Manager or his/her designee, describing changed scope of work and estimated change in the Utility Work cost.
- iii. Each party, in the event of a claim by the construction contractor, shall be responsible for its share of a claim filed by the contractor arising out of that party's portion of the Scope of Work.

VIII. HOLD HARMLESS AND INDEMNIFICATION

A. The District agrees to defend, hold harmless and indemnify the City and its elected and appointed officials, agents and employees from and against any and all claims, costs, demands and obligations of whatsoever nature arising by reason of the District's participation in this Project including any act or omissions of the District, its employees, agents, contractors or elected or appointed officials, whether attributable to the negligence of the District or otherwise. The District further agrees to defend at its own expense all suits or actions of whatsoever nature brought against the District or the City, arising from the District's participation in this Project. All claims, demands and obligations resulting from the concurrent negligence of the City and the District shall be shared, based upon the percentage of fault attributed to each party as either mutually agreed or determined by the trier of fact.

B. The City agrees to defend, hold harmless, and indemnify the District and its elected and appointed officials, agents and employees from and against any and all claims, costs, demands and obligations of whatsoever nature arising by reason of the City's participation in this Project including any act or omissions of the City, its employees, agents, contractors or elected or appointed officials, whether attributable to the negligence of the City or otherwise. The City further agrees to defend at its own expense all suits or actions of whatsoever nature brought against the District or the City, arising from the City's participation in this Project. All claims, demands and obligations resulting from the concurrent negligence of the City and the District shall be shared, based upon the percentage of fault attributed to each party as either mutually agreed or determined by the trier of fact.

C. The City and the District hereby specifically and expressly waive any and all immunity under industrial insurance, Title 51 of the Revised Code of Washington, and agree that the foregoing waiver was mutually negotiated by the parties. Further, the indemnification obligations of the parties under this Agreement shall not be limited in any way by insurance or any limitation on the amount or type of damages, compensation or

benefits payable to or for any third party under workers' compensation acts, disability benefits acts or other employee benefits acts; provided, however, that the parties' waiver of immunity by the provisions of this section extends only to claims against the District by the City or claims against the City by the District and does not include, or extend to, any claims by the parties' employees directly against either party or claims by any third-party contractor against either party.

IX. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

X. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the City of Bothell and District at the addresses provided below:

City of Bothell
Khin C. Gyi, PE
Sr. Civil Engineer
Public Works Department
18415 101st Ave. NE
Bothell, WA 98011

AWWD
David MacDonald, PE
Engineer
Capital Projects Department
3626 156th Street SW
Lynnwood, WA 98087

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

XII. WAIVER OF SUBROGATION

The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would

have the effect of invalidating any insurance coverage of the District or the City.

XIII. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Snohomish County, Washington.

XIV. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation, or duty therein without the express written consent of the other party.

XV. ATTORNEY FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

XVI. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental, or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

XVII. FILING

Copies of this Agreement shall be filed with the Snohomish County Auditor's Office, where the property or project is located; the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto; provided that, as an alternative, the Agreement may be listed by subject on the City's web site or other electronically retrievable public source.

SIGNATURES ON FOLLOWING PAGE

In witness whereof, this Agreement has been executed by each party on the date(s) below:

City of Bothell

Jennifer Phillips, City Manager

Date

Alderwood Water & Wastewater District

Jeff Clarke, General Manager

Date

STATE OF WASHINGTON) ss.
COUNTY OF KING)

On this ____ day of _____, 2018, Jennifer Phillips, known to me to be the City Manager of the City of Bothell, a municipal corporation, personally appeared before me, acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Witness my hand and official seal hereto the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

My Commission Expires: _____

STATE OF WASHINGTON) ss.
COUNTY OF KING)

On this ____ day of _____, 2018, Jeff Clarke, known to me to be the General Manager of Alderwood Water & Wastewater District, a municipal corporation, personally appeared before me, acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Witness my hand and official seal hereto the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

My Commission Expires: _____

EXHIBIT A

Utility Work Description

Alderwood Water & Wastewater District, in conjunction with City of Bothell's 228th Street SE Pavement Overlay Project, will have the City's Contractor adjust water valve boxes and sewer manholes to grade after pavement work is done. These are Alderwood Water & Wastewater District Project Nos. S1802 AND W1802. An estimate of the scope of Utility Work and the costs associated with it, based on the preliminary design, is as follows:

DESCRIPTION	PLAN QTY	UNIT	UNIT COST	TOTAL COST
Adjust Manhole (S.P. 7-05)	13	EA	\$ 950	\$ 12,350.00
Adjust Water Valve Box (S.P. 7-12)	51	EA	\$ 750	\$ 38,250.00
Total Improvement Costs				\$ 50,600.00

EXHIBIT B

Preliminary Cost Summary

Total Improvement Cost	\$ 45,500.00
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WSST per WA State Revenue Rule 171

(Contractor shall include for compensation
the amount of any taxes paid in the various
unit Bid prices or other Contract amounts)

\$ 0.00

Contingency (15% of Improvement Costs)	\$ 7,590.00
--	-------------

Subtotal

\$ 58,190.00

Engineering Design	\$ 0.00
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Construction Management, Contract

Administration, Construction Inspection, & Overhead

(Estimated at 20% of Improvement Costs)

\$ 10,120.00

Total Estimated Utility Work Costs

\$ 68,310.00

Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: April 17, 2018

Action ☒ / No Action ☐

AB #: 18-059

Subject: Contract with StreetSense Consulting, LLC to Audit exploreBothell Brand and Create New Website for City Tourism Program (\$200,000)

Budget Impact/Source of Funds: \$200,000 from Lodging Tax Revenue Reserves (This item is included in the Council approved Tourism Spending Plan for 2018. It is not included in the 2017-2018 Council-adopted budget and, thus, would need to be included in the 2018 budget amendment.)

Staff Presenter/Department: DeNae McGee, Tourism Manager

Executive Summary:

The Lodging Tax Advisory Committee (LTAC) recommends Council approval to enter into a contractual agreement with StreetSense Consulting, LLC for a brand audit and a new website for exploreBothell. First, this project will audit and evolve the exploreBothell brand so the brand is consistently conveyed in all channels of owned, earned, and paid engagement. Then, StreetSense will build a new, improved website with the brand that engages consumers through easy, interactive navigation tools that create custom itineraries highlighting Bothell's assets and convenient surrounding area. StreetSense is a national consulting firm specializing in travel and tourism practices for Destination Management Organizations (DMO) to help their marketing and advertising goals through brand development, digital marketing, and website management. This task and budget amount was included in the 2018 LTAC budget and workplan, which was approved by the City Council on February 6, 2018.

On behalf of LTAC, the City issued a Request for Qualifications in October 2017. This was followed by an interview process where three consultants were considered. At the conclusion of that process, the City's Lodging Tax Advisory Committee recommends StreetSense Consulting, LLC for this project due to the firm's expertise and experience in the travel and tourism field and proven results for other DMOs

Category: New Business

History:

- Since 2001, the City of Bothell has adopted a spending plan as required by the State to appropriate funds for visitor development. Funds used for this purpose come from lodging tax assessed on hotels, motels and B&B's, and are restricted for the use of tourism development.
- The last redesign of exploreBothell.com was in 2015.

Recommended Action:

Authorize the City Manager to execute, in substantially the same form as presented, a contract with StreetSense Consulting, LLC, for \$200,000 to audit exploreBothell brand and create a new website in 2018.

Attachments:

1. Proposed Professional Services Agreement with StreetSense Consulting, LLC (including scope of work)
-

City Manager Approval: _____



Date: April 11, 2018

ATT-1

CITY OF BOTHELL PROFESSIONAL SERVICES AGREEMENT

Contract No. _____

1. Parties.

This Professional Services Agreement, Contract No. _____ ("Agreement"), is entered into as of the Effective Date specified below between the City of Bothell, a Washington municipal corporation having its principal place of business at 18415 101st Avenue N.E., Bothell, Washington 98011 ("City"), and StreetSense, Consulting, LLC a corporation organized under the laws of the State of Maryland, located and doing business at 3 Bethesda Metro Center, Bethesda, MD 20814 ("Consultant").

2. Recitals.

2.1 City desires to obtain professional services for work related to the Brand Audit and Evolving the explore Bothell Brand, and development of a new explore Bothell website.

2.2 City has solicited for such professional services as required by law, including chapter 39.80 RCW if applicable.

2.3 Consultant represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and Consultant further represented that it can accomplish the work and services within the required time period and in accordance with City's specifications and professional standards.

2.4 Consultant agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. Terms and Conditions.

3.1 Services. City hereby retains Consultant, and Consultant agrees, to perform in accordance with this Agreement the work and services as set forth in the Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit A** ("Services").

3.2 Payment.

3.2.1 City shall pay the Consultant for Services rendered based upon Schedule of Charges, which is attached and incorporated by this reference as **Exhibit B** ("Schedule of Charges"). In no event shall the amount paid by City exceed the sum of \$200,000, including applicable sales taxes. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from City in the form of a negotiated and executed supplemental agreement.

3.2.2 Consultant shall submit periodic invoices (but not more frequently than monthly) to City upon completion of the Services under the terms of payments as described in

Exhibit A. City shall pay Consultant within forty-five (45) days of the receipt of a correct invoice in accordance with City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify Consultant within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

3.2.3 Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to Consultant, whether periodic or final, shall constitute a waiver or release by City of any claim, right or remedy it may have against Consultant regarding performance of the Services as required by this Agreement.

3.3 Time of Performance. Consultant agrees that the Services shall begin immediately upon the Effective Date or City's issuance of a Notice to Proceed, whichever is applicable, and Consultant shall continue to perform the Services with due diligence. In no event shall completion of the Services be delayed beyond April 17 2019. The Schedule of Charges and time for performance of the Services shall not be increased because of any delays or costs attributable to Consultant. In the event of a delay not attributable to Consultant, which could not be reasonably anticipated and which results in an increase in costs to perform the Services, City may at its discretion, through the execution of an amendment or supplemental agreement, increase the Schedule of Charges and/or time for performance of the Services.

3.4 Relationship of Parties. Consultant is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only relationship created by this Agreement. No employee, agent, representative or subconsultant of Consultant shall be or shall be deemed to be the employee, agent representative or subconsultant of City. Consultant has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to Consultant's employees, agents, representatives or subconsultants. Consultant shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives and subconsultants. Consultant shall be solely responsible for its acts and omissions and for the acts and omissions of Consultant's agents, employees, representatives and subconsultants during performance of this Agreement. On or before the Effective Date, Consultant shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish Consultant's status as an independent contractor.

3.5 Services Performed at Consultant's Risk. Consultant shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Services.

3.6 Supervision, Inspection and Performance.

3.6.1 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.6.2 Consultant represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by Consultant, its employees, or by subconsultants whose selection has been authorized by City; provided that City's authorization shall not relieve Consultant or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that Consultant owes to City shall also be owed to City by Consultant's subconsultants retained to perform the Services.

3.6.3 Consultant shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. Consultant shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. Consultant shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

3.7 Termination of Agreement.

3.7.1 Termination by City for Consultant's Default. City may terminate this Agreement, in whole or in part and at any time, in writing if Consultant substantially fails to fulfill any or all of its material obligations through no fault of City. If City terminates all or part of this Agreement for default, City shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to Consultant using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs City incurs or will incur because of Consultant's default. In such event, City shall consider the actual costs incurred by Consultant in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to City at the date of termination, the cost to City of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to City of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.7.2 Termination by City for Convenience. City may terminate this Agreement, in whole or in part and at any time, for the convenience of City. City shall terminate by delivery to Consultant a notice of termination specifying the extent of the termination and the effective date of termination. If City terminates this Agreement for convenience, City shall pay Consultant the amount otherwise due in accordance with this Agreement for Services satisfactorily performed to the date of termination.

3.7.3 Termination by Consultant. Consultant may terminate this Agreement in the case of a material breach and upon failure of City to remedy said breach within ten (10) days of written notice by Consultant of such breach. Consultant may also terminate the Agreement if key personnel and/or facilities are lost due to an act of God or other catastrophe creating a situation under which Consultant is physically unable to perform. Consultant's notice of termination shall be in writing.

3.8 Discrimination. When hiring of employees to perform Services, and in any subcontract arising hereunder, Consultant, its subconsultants, or any person acting on behalf of Consultant or subconsultant shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.9 Indemnification and Compliance with Law.

3.9.1 The indemnification and defense obligations specified in this Section 3.9 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Services performed by Consultant shall not be grounds for avoidance of any Indemnity Obligations.

3.9.2 Consultant's duty to indemnify the City under this Agreement varies, as more particularly set forth below, depending on the circumstances that give rise to the obligation of indemnity. However, the Consultant's indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses, and expenses incurred by the City, whether direct, indirect, consequential, and specifically including (but not limited to) any attorneys' and consultants' fees and other expenses of litigation or arbitration (for convenience, these are collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.

3.9.2.1 General Indemnity. Except to the extent that one of the more specific indemnity obligations set forth below applies, Consultant shall defend, indemnify, and hold harmless the City, including its officers, employees, agents, and volunteers, from any and all losses and claims including any and all claims for personal injury, bodily injury, including death, or damage to property that are caused or alleged to be caused, in whole or in part, by any act or omission of Consultant. This obligation of indemnity includes negligent acts (whether concurrent, contributory, or both) by the City. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the sole negligence of the City.

3.9.2.2 Professional Errors and Omissions. For any losses that arise from the exercise of Consultant's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, Consultant shall defend, indemnify, and hold harmless the City from all such losses to the extent caused or alleged to be caused by any violation of law, including state,

federal, or municipal law or ordinance, or by any negligent act, omission, breach of contract, or willful or intentional misconduct of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the City.

3.9.2.3 Construction Claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, Consultant shall defend, indemnify, and hold harmless the City from all losses to the extent caused or alleged to be caused by any violation of law, including state, federal, or municipal law or ordinance, or by any negligent act or omission of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the City.

3.9.3 In any and all claims against the City by any employee of Consultant, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Consultant under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). Consultant expressly waives any immunity Consultant might have under such laws and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

3.9.4 The obligations of this Paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

3.9.5 For purposes of this Paragraph only, the term "City" shall mean and include the City and its council members and other elected officials, other officers, employees, and agents, and the term "Consultant" shall mean and include Consultant, all of its Subconsultants and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

3.9.6 The parties recognize that one party may have unique knowledge or involvement in the acts that certain claims are based on; therefore, the parties agree that upon receipt or service of a claim arising out of or related to the work or project which is the subject of this Contract, the parties hereto will cooperate in good faith in the defense of any claim. The intent and purpose of this subsection is to ensure the good faith cooperation of both parties in the defense of any claim initially so that all necessary knowledge and personnel are made available to each other in order achieve the best claim defense possible.

3.9.6.1 The parties agree that they each have the right to tender the defense of any third party claims to the other party without violating the provisions of this section. However, notwithstanding any other provision in this section, in the event that either party fails to accept tender from the other party, the parties agree that it is their intent that they will cooperate and initially defend any claims arising out of, in connection with, or incident to their own acts, regardless of the type or characterization

of the act(s) and each party is free to assert such defenses, claims, counterclaims and third party claims as they deem appropriate.

3.9.6.2 At the time that liability for any disputed claim is ultimately determined by agreement, as a result of any agreed or mandatory dispute resolution process, or by final order of a court of competent jurisdiction, the parties will reimburse each other for any defense costs and claims costs and payments or judgment satisfaction that may have been incurred pursuant to the provisions of this subsection and which would not have been required of that party under the provisions of subsections 3.9.1 through 3.9.5 if their initial tender of defense had not been improperly rejected.

3.10 Insurance. Unless otherwise stated in Exhibit B, the following insurance requirements shall apply.

3.10.1 Insurance. 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.

3.10.2 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.

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

- A. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Professional Liability insurance appropriate to the Consultant's profession.

3.10.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

3.10.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- B. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3.10.7 Verification of Coverage. 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, which is attached and incorporated by this reference as **Exhibit B** ("Consultant's Certificate(s) of Insurance").

3.11 Records, Documents, and Audits.

3.11.1 Original documents, drawings, designs and reports developed under this Agreement, whether in written or electronic format, shall belong to and become the property of City, and shall be promptly delivered to City as required by the Services or at the termination of this Agreement. All written information submitted by City to Consultant in connection with the Services will be safeguarded by Consultant to at least the same extent as Consultant safeguards like information relating to its own business. If such information is publicly available, is already in Consultant's possession or known to it, or is rightfully obtained by Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

3.11.2 City acknowledges that the documents prepared by Consultant are prepared specific to the project described herein. If City modifies or uses any of said documents for other

projects or purposes without the written approval of Consultant, City releases Consultant from all responsibility for any errors or omissions therein with respect to such modification or other use.

3.11.3 Consultant and its subconsultants shall maintain books, records, documents, and other evidence directly pertinent to performance of the Services in accordance with generally accepted accounting principles and practices consistently applied. City or any duly authorized representative shall have access to and be permitted to inspect such books, records, documents, and other evidence for the purpose of audit, examination and copying for a period of six (6) years after completion or termination of the Agreement, whichever is later. Audits conducted under this Section 3.11 shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

3.12 Disputes and Remedies.

3.12.1 Choice of Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.12.2 Dispute Resolution. All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The City Manager shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City Manager's decision, the parties shall refer the matter to professional mediation in Seattle, Washington, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between Consultant and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.12.3 Remedies. City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.13 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Bothell
Department - Executive
Name Attn: Denise McGee
18415 101st Ave. NE
Bothell, WA 98011

Streetsense
Christine L. Delucchi
3 Bethesda Metro Center
Bethesda, MD 20814

3.14 Entire Agreement. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.15 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

3.16 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

3.17 Assignment. Any assignment of this Agreement by Consultant without the prior written consent of City shall be void.

3.18 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

3.20 Counterparts. This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 Authorized Signatures. By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 Effective Date. This Agreement shall be effective on the last date entered by the parties below.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

Date _____

ATTEST/AUTHENTICATED:

Date _____

APPROVED AS TO FORM:

Date _____

CONSULTANT: Streetsense Consulting

3/26/2018

Date _____

EXHIBIT A

Scope of Services / Scope of Work

Scope Items include the following:

Branding

Within 10 days of execution of contract and authorization to proceed, Streetsense representatives will visit Bothell to begin the first step in the brand research process.

The step will include a tour of the destination similar to a FAM trip that would be provided for writers and reporters. It will also include up to 3 listening sessions of key stakeholders you select for participation. The listening sessions will enable us to gain community perceptions of core drivers which they believe the community can deliver on and challenges that exist in the market place. Other relevant issues will be discussed during that time as well.

Concurrent with the initial listening sessions, we will conduct a complete listening initiative using Sysomos online listening technology to understand online conversations about travel to or from Bothell and its competitive set to understand terms being used and sentiment of conversations. Additionally, we will be able to discern where the conversations are occurring.

Once steps 1 and 2 above are completed, we will conduct a panel survey developed and managed by Texas A&M Department of Recreation, Parks and Tourism Sciences under the direction of Dr. James Petrick, recognized as one of the top 5 tourism researchers in the world.

Upon completion of the research phase, we will deliver a comprehensive report of our efforts and findings in our 2ND meeting. Those findings will distill the following points:

1. The core drivers which are relevant to and will resonate with targeted consumers
2. The best psychographic profile of travelers matched to your destination?
3. Your best core feeder markets to reach
4. Your competitive landscape
5. Your potential for visitor spending and contribution to economic impact at varying investment levels
6. The channels of communication that will best reach the audience cost-effectively
7. Brand positioning statement
8. Preliminary conceptual directions (3) for brand look and feel with examples of what they may look like in minimum key engagement component examples of an print ad, a poster/brochure cover, a home page and sub page of your website

Upon consensus of findings and conceptual direction, we will proceed to develop the brand Identity Playbook which will include guidance on type, fonts, colors, tag line, and messaging suggestions

Website development.

Concurrent with our initial trip, we will also ask stakeholders for input into the Bothell website, their likes, and dislikes.

Our technical web development team will also review the current site and review others you have indicated you like.

We will develop a specification document including wire frames of the new site to be build on a web press platform.

The wire frames will be presented in our 2nd meeting with you and will include the plan for development and transition of your current site in the best way possible so as to not lose ranking in key search engines.

Upon approval of our schematic and specs and the creative translation of the brand in meeting 2, we will proceed to incorporate mock-ups of a main page and sub-pages that can be used when we have the third meeting to deliver our presentation to your stakeholder community.

Once approved, we will proceed to build out the website in accordance with the specifications approved.

We expect this to take 60 to 90 days.

We will conduct training on the website via Skype and will add an additional trip for training if we can't accomplish via Skype

The site will be developed to render while on all screen sizes and all current and recent browser versions currently supported.

We will test the site with a selected group of users to assure it is performing as we intended.

Our price for all services above is all-inclusive at \$200,000.

Expenses associated with visits as outlined in our process are included in our fixed price. We do ask for your help in trying to secure a favored rate by a local hotelier and we would like to firm up the dates of each meeting two weeks out in order to take advantage of air transportation costs.

With respect to the website:

1. When we say "all-inclusive" and "turn-key" website we mean the following: The total cost of the website includes all expenses associated with developing and launching the website to include
 - a. All sessions necessary to develop the website map and wire frames to establish the scope of the build out

- b. Translation of the brand into all pages of the website as defined by the scope above including all content with the exception the cost of photography and/or video
- c. We will provide subscription to user generated content access from an organization like Crowdriff which will include some imagery that will be needed
- d. A CRM back-end database to house content and facilitate the user friendly changes. This will include the ability of business listings to be updated by the business logging in with and uploading images and/or changing copy on their listing with a control that requires designated approval by an authorized staff member to approve the change before it goes live on the site.
- e. Main page and sub-page concepts as translated from the original branding direction which will provide examples of three brand translation directions
- f. Training for designated staff and training the trainer on how to upload changes to business listings
- g. Site will have responsive design on Web Press platform meaning pages adapt for all screens of desktop, laptop, tablet and smart phone and larger monitors
- h. Hosting and support for one year

EXHIBIT B

Schedule of Charges

Our price for all services above is all-inclusive at \$200,000.

We would like for payments to be due and payable as follows.

\$20,000 upon execution of contract and authorization to proceed

\$20,000 due and payable upon completion of the first meeting session

\$40,000 due and payable upon completion of the 2nd meeting

\$50,000 due and payable upon completion of the 3rd meeting

\$50,000 due and payable upon the delivery of the first functioning website

\$20,000 due and payable upon the transition of the website to the live platform from the development platform.

EXHIBIT C

Consultant's Certificate(s) of Insurance

[See Attached]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Marketing Agencies, Inc. 306 Main Street Worcester MA 01608	CONTACT NAME: Maryann Johansen PHONE (A/C, No, Ext): 508-753-7233 FAX (A/C, No): 508-754-0487 E-MAIL: certificate@imaagency.com ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Hartford Accident & Indemnity	
INSURER B : Endurance American Specialty Ins Co.	
INSURER C : Utica Mutual Insurance Company	
INSURER D : Graphic Arts Mutual Ins. Co.	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 230065194** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP5136241	3/12/2018	3/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	288518	3/12/2018	3/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CULP5136242	3/12/2018	3/12/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	08WECCS8932	3/12/2018	3/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.	Y		PRO10012539400	2/8/2018	3/12/2019	\$2,000,000 Limit \$25,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured on a primary basis where required by written contract with respect to general liability.

CERTIFICATE HOLDER
CANCELLATION 30 days, 10 for non-payment

City of Bothell
 18415 101st Avenue N.E.
 Bothell WA 98011

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: April 17, 2018

Action ☒ No Action ☐

AB #: 18-060

Subject: Purchase of Park Maintenance Equipment for Former Wayne Golf Course Property

Budget Impact/Source of Funds: \$74,189.17 to be included in the 2018 Budget Amendment

Staff Presenter/Department: Scott Purdy, Parks Operations Manager

Executive Summary:

The City's newest park, the former Wayne Golf Course property, was acquired in December 2017. At that time, it was known that additional equipment would be needed to perform basic maintenance on the property. However, options were still being evaluated when the 2017 Budget Amendment was brought before Council in November. As a result, staff indicated that an additional request for funding would occur in early 2018.

Debris and Trash Collection: Needs and Equipment

The new park is vast, covering both sides of 98th Ave SE and totaling 89 acres. Each morning, staff walks the entire property minus the forested hillside adjacent to the Tolt Pipeline, picking up garbage and tree limbs to make the property clean and safe. Without assistance, it takes a staff person approximately four hours to do this, assuming that multiple trips out with organic debris and trash are not needed.

To be more efficient, staff used an existing gator/utility vehicle to help with this during the first quarter of 2018. However, this vehicle is needed for ballfield maintenance at other park sites. Now that the weather is warmer and more sports field maintenance is occurring, sharing the vehicle has become difficult. As such, another gator/utility vehicle is needed for effective and efficient maintenance operations including carrying tools and performing other maintenance on the property. The ProGator with 4WD is \$31,503.07 when purchased from the Washington State Multiple Award Schedule Contract 10212 (Attachment 1).

Grass Mowing: Needs and Equipment

In addition to trash and debris collection, 47 acres of the 89 acres in the park need regular mowing. This includes the final five acres (Wagner Property) still owned by Forterra NW, which the City agreed to mow as part of the Purchase and Sale Agreement for the Back Nine. The remaining 42 acres are river/creek, wetlands, forested hillsides or buildings. Turf may go dormant in the summer as there is only hand irrigation, so mowing will occur between March and November, based on weather conditions.

Staff analyzed different options of mowers considering the amount of turf and how to keep it healthy:

1. *Ballfield Mower*: If staff used the department's largest ballfield mower, 50 hours of staff time per week would be required to mow 47 acres. This is six full days of work for one staff

member. At the end of the six days, and due to the rate of growth, staff would be required to start right at the beginning point of the mowing again. This leaves only one day for the mower to be used on other parks and ballfields. This option would be time-consuming, and the uneven terrain would cause damage to the expensive equipment. If this option were chosen, another mower would still need to be purchased for the ballfields and other parks.

2. *Wider Mower*: Staff also looked at a 10 – 16 ft. wide mower to try to cover as much ground possible at once, but these cost between \$53,000 - \$90,000 each depending on the model.
3. *Tow-Behind Reel Mowers*: Staff also looked at purchasing large reel mowers, which was the method used by the previous landowner. With the addition of two LASTEC 721 mower attachments to an existing tractor in the Parks & Recreation Department fleet, it will take staff a much more manageable 23.5 hours each week to mow the turf. Two reels are needed, one for each side of the property. Based on the cost, time, and terrain, this is the most efficient and cost effective way to maintain the property.

The total cost of two reels is \$42,686.10 based on the Washington State Multiple Award Schedule Contract 10212 (Attachment 2).

The total budget request, which would be included in the 2018 budget amendment, is \$74,189.17 including all taxes.

Category: Consent

History:

- November/December 2017: Council approved the 2017 Budget Amendment and was notified that staff would return with Wayne equipment requests.
- December 2017: City of Bothell purchases Wayne Golf Course.

Recommended Action:

Staff recommends Council approve acquisition of the following new maintenance equipment - one gator/utility vehicle and two mowing reels for use on the former Wayne Golf Course property.

Attachments:

1. John Deere Quote for MY17 ProGator
2. John Deere Quote for LASTEC Tow Behind Reel

City Manager Approval: _____



Date: April 8, 2018

Quote Summary**Prepared For:**

City Of Bothell Parks
21233 20th Ave Se
Bothell, WA 98021
Business: 425-486-7430

Prepared By:

Alex Little
Pacific Golf & Turf
1818 Bickford Avenue
Snohomish, WA 98290
Phone: 360-568-7798
alittle@pacificgolfturf.com

All priced according to Washington State Multiple Award Schedule
Contract 10212.

Quote Id: 16880997
Created On: 27 February 2018
Last Modified On: 28 March 2018
Expiration Date: 30 March 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE MY17 ProGator 2020A (Gas)	\$ 28,561.26 X	1 =	\$ 28,561.26
Equipment Total			\$ 28,561.26

Quote Summary

Equipment Total	\$ 28,561.26
SubTotal	\$ 28,561.26
Sales Tax - (10.30%)	\$ 2,941.81
Est. Service Agreement Tax	\$ 0.00
Total	\$ 31,503.07
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 31,503.07



Selling Equipment

Quote Id: 16880997

Customer: CITY OF BOTHELL PARKS

JOHN DEERE MY17 ProGator 2020A (Gas)

Hours:

Stock Number:

Code	Description	Qty
1404TC	MY17 ProGator 2020A (Gas)	1
Standard Options - Per Unit		
001A	US/Canada	1
1139	Standard Front Tires 23x10.5-12 (4 PR)	1
1162	Wide Rear Multi-Trac (2) Tires and (2) Wheels, 26 x 14-12 (4 PR)	1
1191	4WD Traction Unit	1
2200	Factory Installed Auxiliary Hydraulics	1
9773	Electronic Multi-Mode Throttle/ Governor Control Kit	1
9775	Armrest Kit (One Set)	1
9776	Cargo Box	1
9778	Quick Connect Kit	1
9837	Canopy with rear view mirror kit	1
9838	Rear panel with window kit	1

Quote Summary
Prepared For:

City Of Bothell Parks
21233 20th Ave Se
Bothell, WA 98021
Business: 425-486-7430

Prepared By:

Alex Little
Pacific Golf & Turf
1818 Bickford Avenue
Snohomish, WA 98290
Phone: 360-568-7798
alittle@pacificgolfturf.com

All priced according to Washington State Multiple Award Schedule
Contract 10212. Sales tax not included.

Quote Id: 17062913
Created On: 28 March 2018
Last Modified On: 28 March 2018
Expiration Date: 04 April 2018

Equipment Summary	Selling Price	Qty	Extended
LASTEC 721XR 3pt. Tow Behind	\$ 19,350.00 X	1 =	\$ 19,350.00

Equipment Total	\$ 19,350.00
------------------------	---------------------

Quote Summary

Equipment Total	\$ 19,350.00
SubTotal	\$ 19,350.00
Sales Tax - (10.30%)	\$ 1,993.05
Est. Service Agreement Tax	\$ 0.00
Total	\$ 21,343.05
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,343.05



JOHN DEERE

Att-2

Selling Equipment

Quote Id: 17062913

Customer: CITY OF BOTHELL PARKS

LASTEC 721XR 3pt. Tow Behind

Hours: 0

Stock Number:

Code	Description	Qty
721XR-US	Lastec 721XR 3pt. mount 132" Width	1

Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: April 17, 2018 Action ☒ No Action ☐ AB #: 18-061

Subject: Acceptance of Slope and Utility Easement from Vasile and Paula Uiuiu

Budget Impact/Source of Funds: None

Staff Presenter/Department: Chris Shimada, Senior Civil Engineer

Executive Summary:

The property owners adjacent to the Berolina subdivision are granting a slope and utility easement to the City for repair and maintenance of a sanitary sewer pipeline that was required to be installed as part of the development of that subdivision.

This agenda item asks the Council to accept the slope and utility easement adjacent to and east of the Berolina subdivision.

Category: Consent

History:

See Executive Summary


Recommended Action:

Approve an Ordinance accepting a slope and utility easement as described in Attachment 1.

Attachments:

1. Proposed Ordinance
 2. Slope and Utility Easement, with Exhibits A, B and C
-

City Manager Approval: _____



Date: April 8, 2018

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ORDINANCE NO. _____ (2018)

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON,
ACCEPTING A SLOPE AND UTILITY EASEMENT FROM VASILE AND
PAULA UIUIU.

WHEREAS, the development of the Berolina subdivision required that a new sewer main be installed; and

WHEREAS, the Berolina developer negotiated a sanitary sewer easement with the adjacent property owners (Vasile and Paula Uiuiu), which is to be granted to the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. ACCEPTANCE. The property described in the Slope and Utility Easement in Exhibit 1, attached hereto, is hereby accepted.

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

Section 3. EFFECTIVE DATE. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 4. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

APPROVED:

ANDREW J. RHEAUME
MAYOR

ATTEST/AUTHENTICATED:

LAURA HATHAWAY
CITY CLERK

APPROVED AS TO FORM:

PAUL BYRNE
CITY ATTORNEY

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2018)

SUMMARY OF ORDINANCE NO. _____ (2017)

City of Bothell, Washington

On the _____ day of _____, _____, the City Council of the City of Bothell passed Ordinance No. _____ (2018). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, ACCEPTING A SLOPE AND UTILITY EASEMENT FROM VASILE AND PAULA UIUIU.

The full text of this Ordinance will be mailed upon request.

LAURA HATHAWAY
CITY CLERK

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2018)

(This page intentionally left blank)

AFTER RECORDING RETURN TO:

City of Bothell
City Clerk Division
18415 101st Ave NE
Bothell WA 98011

DOCUMENT TITLE:	Slope and Utility Easement
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	N/A
Additional reference numbers on page(s) ____ of document.	
GRANTOR:	Uiuiu, Vasile and Paula
GRANTEE:	City of Bothell
ABBREVIATED LEGAL DESCRIPTION:	Ptn. NW ¼, SE ¼, sec. 5, twm. 26N, rge. 5E, W.M.
Additional legal on Exhibits A and B of document.	
ASSESSOR'S TAX PARCEL NO(S).	0526059158
PROJECT:	Berolina (a.k.a. Rosewood Place II)

SLOPE & UTILITY EASEMENT

THIS SLOPE & UTILITY EASEMENT is granted as of this _____ day of December, 2017, by Vasile Uiuiu and Paula Uiuiu, a married couple, hereinafter referred to as "Grantor," to City of Bothell, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee."

WHEREAS, the Grantor is the owner of that certain parcel of land situated in the County of King, State of Washington, described in the attached **Exhibit A**; and

WHEREAS, it has been found necessary in the construction and improvement of Berolina (a.k.a. Rosewood Place II) to construct slopes, fills, and utilities on said property of Grantor.

NOW THEREFORE, the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars and other valuable consideration, and under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, hereby grants to Grantee a perpetual non-exclusive easement to make, construct, and maintain cuts and fills for slopes and for the installation and maintenance of utilities on, under, across, over, and through that portion of Grantor's property described and depicted in the attached **Exhibit B** and **Exhibit C**. Grantor agrees that said cut and fill slopes and utilities may be made on the said property in conformity with Grantee's standard

plans and specifications and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep cleared all trees and other obstructions from the easement area.

The rights, conditions, and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon the Grantee unless and until accepted and approved in writing by the City of Bothell City Manager upon approval of the Bothell City Council.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

GRANTEE:

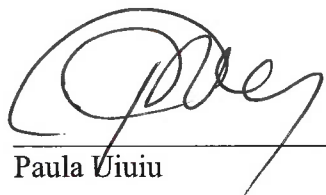
Vasile & Paula Uiuiu

City of Bothell, a Municipal Corporation



Vasile Uiuiu

By: _____
Jennifer Phillips, City Manager



Paula Uiuiu

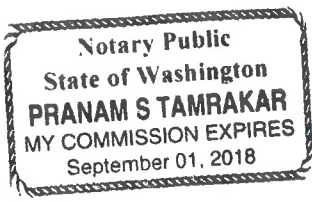
APPROVED AS TO FORM:

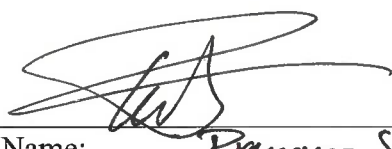
By: _____
Paul Byrne, City Attorney

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Vasile Uiuu** is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 22nd, 2017.

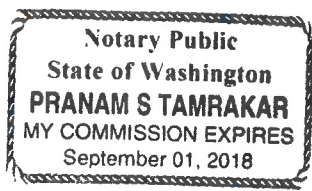


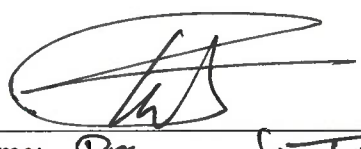

Print Name: Pranam S. Tamrakar
NOTARY PUBLIC in and for the State of
Washington, residing at Snahomish
My Appointment expires: 09/01/2018

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Paula Uiuu** is the person who appeared before me, and she acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 22nd, 2017.




Print Name: Pranam S. Tamrakar
NOTARY PUBLIC in and for the State of
Washington, residing at Snahomish
My Appointment expires: 09/01/2018

City Certification

The undersigned duly appointed City Clerk for the City of Bothell, Washington, hereby certifies that the City Manager was authorized to accept this deed by Ordinance No. _____ of the City Council.

Laura Hathaway, City Clerk

EXHIBIT A

**D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033**

DRS Project No. 14091
3/29/17

LEGAL DESCRIPTION: UIUIU POST BLA

That portion of the northwest quarter of the southeast quarter of Section 5, Township 26 North, Range 5 East, Willamette Meridian, described as follows:

Commencing at the south quarter corner of said Section 5; thence N00°41'17"E, along the north-south centerline thereof, 1707.66 feet to the westerly prolongation of the southerly line of that tract of land conveyed to John E. and Becky Elizabeth Pendergast by Quit Claim Deed recorded under Recording Number 20020402002561, records of said county, thence S68°22'23"E, along said westerly prolongation 265.48 to the southwesterly prolongation of the common boundary of said Pendergast Tract and that tract of land conveyed to Vasile and Paula Uiuu by Statutory Warranty Deed recorded under Recording Number 20131022001408, records of said county and THE POINT OF BEGINNING of the herein described tract; thence N38°32'37"E, along said southwesterly prolongation and common boundary, 97.66 feet; thence N58°32'13"W 14.41 feet; thence N33°36'30"E 49.49 feet; thence S58°32'13"E 18.70 feet to said common boundary; thence N38°32'37"E, along said common boundary, 10.47 feet; thence N49°34'59"W 8.61 feet; thence N40°25'01"E 28.72 feet; thence S49°34'59"E 7.67 feet to said common boundary; thence N38°32'37"E, along said common boundary, 55.76 feet; to the common northerly corner of said tracts and the south line of Parkhurst, according to the Plat thereof recorded in Volume 265 of Plats, pages 31 through 37, under Recording Number 20140422000527, records of said county; thence the following three courses and distances along the boudary of said Uiuu Tract; thence S54°31'15"E 117.76 feet; thence S32°28'55"W 178.78 feet; thence S68°22'23"E 163.23 feet to the northwesterly right of way margin of Hans Anderson Road, also known as Ross Road; thence S43°01'06"W, along said margin, Uiuu Tract boundary and Pendergast boundary, 30.28 feet to the most southerly southeast corner of said Pendergast Tract; thence N68°22'23"W, along the southerly line of said Pendergast Tract 303.40 feet to THE POINT OF BEGINNING.



contains 34,686± square feet,(0.7963± acres)

EXHIBIT B

**D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033**

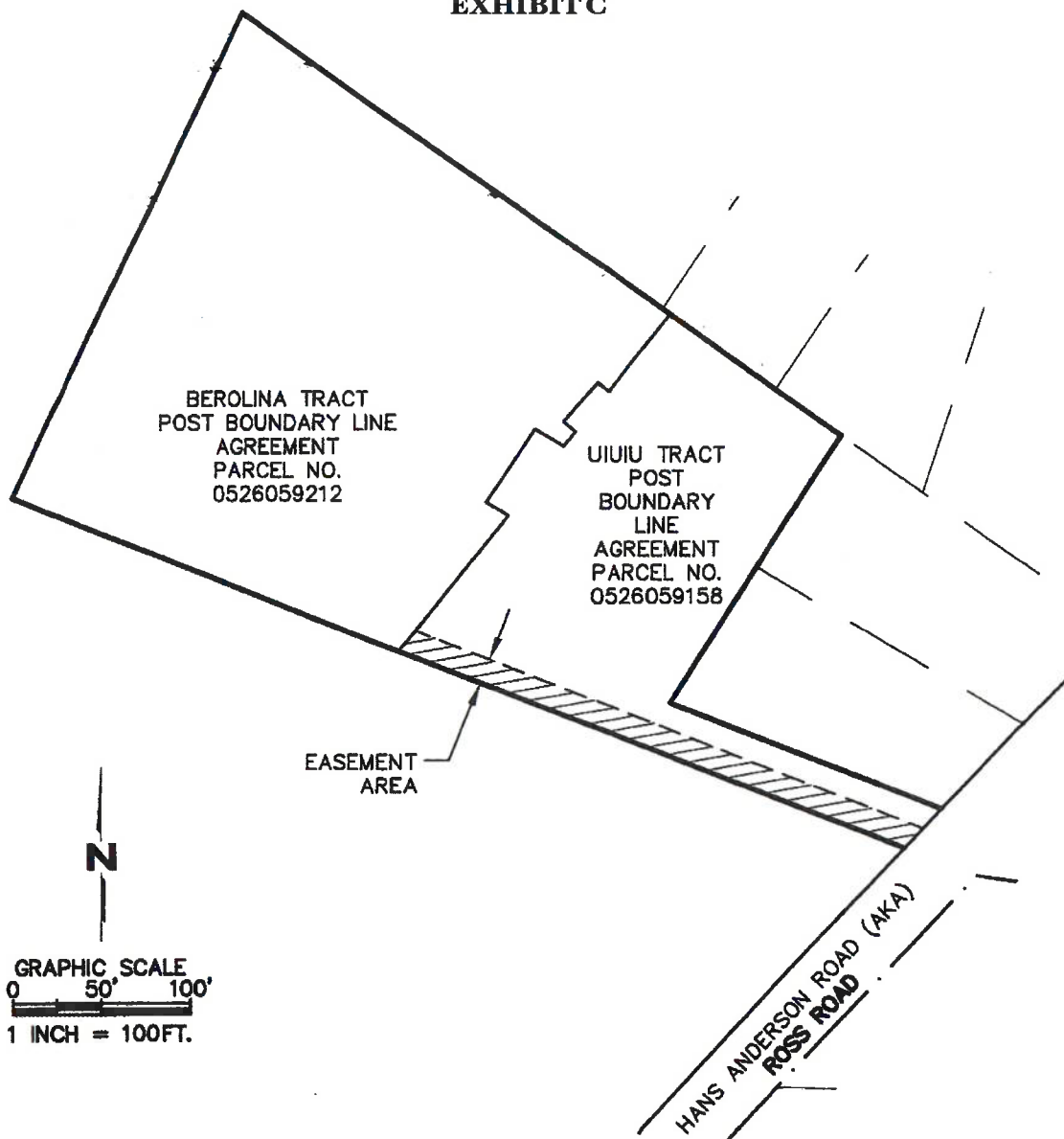
DRS Project No. 14091
3/30/17

That portion of the northwest quarter of the southeast quarter of Section 5, Township 26 North, Range 5 East, Willamette Meridian, described as follows:

Commencing at the south quarter corner of said Section 5; thence $N00^{\circ}41'17''E$, along the north-south centerline thereof, 1707.66 feet to the westerly prolongation of the southerly line of that tract of land conveyed to John E. and Becky Elizabeth Pendergast by Quit Claim Deed recorded under Recording Number 20020402002561, records of said county, thence $S68^{\circ}22'23''E$, along said westerly prolongation 265.48 feet to the southwesterly prolongation of the common boundary of said Pendergast Tract and that tract of land conveyed to Vasile and Paula Uiuu by Statutory Warranty Deed recorded under Recording Number 20131022001408, records of said county; and THE POINT OF BEGINNING of the herein described tract; thence continuing $S68^{\circ}22'23''E$, along said southerly line 303.40 feet to the northwesterly right of way margin of Hans Anderson Road, also known as Ross Road and the easterly boundary of said Pendergast Tract; thence; thence $N43^{\circ}01'06''E$, along said northwesterly margin and easterly boundary, 15.10 feet to the most easterly common corner of said Pendergast Tract and Uiuu Tract; thence $N68^{\circ}22'23''W$, along the common boundary of said tracts, 304.63 feet to a common corner of said tracts; thence $S38^{\circ}32'37''W$, along the southwesterly prolongation of the boundaries of said tracts, 14.69 feet to THE POINT OF BEGINNING.



EXHIBIT C



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BEROLINA POST BOUNDARY LINE AGREEMENT



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CONSULTING ENGINEERS
ENGINEERS PLANNERS SURVEYORS
620 7TH AVENUE KIRKLAND, WA 98033
O 425.827.3093 F 425.827.3423
www.dstrong.com

PROJECT SURVEYOR: **SJS**
DRAFTED BY: **SJS**
FIELD BOOK: **373A**
DATE: **3/30/17**
PROJECT NO.: **14001**
SHEET **1** OF **1**

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Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: April 17, 2018

Action ☒ No Action ☐

AB #: 18-062

Subject: Approve Resolution to Authorize City Manager to Execute Grant Applications, Agreements and All Related Documents for the 2018 Recreation and Conservation Office Call for Projects for the Non-Motorized Bridge at the Park at Bothell Landing and Land Acquisition for Shelton View Forest

Budget Impact/Source of Funds: None

Staff Presenter/Department: Tracey Perkosky, Interim Parks & Recreation Director

Executive Summary:

Grant applications to the State of Washington's Recreation and Conservation Office (RCO) require a resolution authorizing an individual to legally bind the City of Bothell to certain terms and conditions of the application, and, if awarded, the contract terms.

Staff has reviewed all of the terms and conditions and agrees that the City can meet these requirements. The City intends to submit two applications in 2018 for potential funding.

The non-motorized bridge at the Park at Bothell Landing has received other federal funds and, if awarded, this grant will complete the funds needed for design and construction to replace the bridge. The Public Works Department is taking the lead on this application.

The application for the land acquisition for Shelton View Forest will be written by the Friends of the Shelton View Forest but submitted by the City, who is an eligible applicant. This is for the privately owned parcel for which the City already has a \$1 million grant from Snohomish County to use as matching funds. The Snohomish County grant was also written by the Friends of Shelton View Forest. If awarded, land acquired with these funds must be maintained in perpetuity by the City.

Category:

- 1) Consent

History:

- Non-Motorized Bridge at Park at Bothell Landing in adopted Capital Facilities Plan for 2016-2023
- Land Acquisition for Shelton View Woods listed as Council Goal in January 2018

Recommended Action:

Approve the attached resolution to authorize the City Manager to execute grant applications, agreements and all related documents for the 2018 Recreation and Conservation Office call for projects for the Non-Motorized Bridge at the Park at Bothell Landing and Land Acquisition for Shelton View Forest Projects.

Attachments:

1. Resolution
-

City Manager Approval: _____



Date: April 12, 2018

RESOLUTION NO. _____ (2018)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON TO AUTHORIZE THE CITY MANAGER TO BE THE AUTHORIZED REPRESENTATIVE FOR THE WA RECREATION AND CONSERVATION OFFICE GRANTS FOR 18-1355 NON-MOTORIZED BRIDGE AT THE PARK AT BOTHELL LANDING AND 18-1833 LAND ACQUISITION FOR SHELTON VIEW FOREST IN 2018

WHEREAS, This resolution authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the Non-Motorized Bridge at the Park at Bothell Landing (18-1355) and Land Acquisition for Shelton View Forest (18-1833) Projects for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office);

and

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

Section 2. Jennifer Phillips, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

Section 3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of

any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Section 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

Section 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

Section 7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

Section 10. (*Recreation and Conservation Funding Board Grant Programs Only*) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

Section 12. [*Acquisition Projects Only*] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.

Section 13. [*Acquisition Projects Only*] Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.

Section 14. [*Development, Renovation, Enhancement, and Restoration Projects Only - If your organization owns the property*] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

Section 15. [*Development, Renovation, Enhancement, and Restoration Projects Only - If your organization DOES NOT own the property*] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

Section 16. [*Only for Projects located in Water Resources Inventory Areas 1 - 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant*] Our organization certifies the following: the Project does not conflict with

the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

Section 17. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Section 18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

Section 19. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED this _____ day of _____, 2018.

APPROVED:

ANDREW J. RHEAUME
MAYOR

ATTEST/AUTHENTICATED:

LAURA HATHAWAY
CITY CLERK

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: _____ (2018)

Bothell City Council
AGENDA BILL SUMMARY

Meeting Date: April 17, 2018

Action ☐ No Action ☒

AB #: 18-063

Subject: Public Safety Update

Budget Impact/Source of Funds: N/A

Staff Presenter/Department: Torie Brazitis, Assistant City Manager

Executive Summary:

Staff will present an update to the City Council at this meeting about City of Bothell public safety services and needs. It will cover the following topics:

1. Public Safety: Overview
2. Public Safety: Operations and Facilities
3. Public Safety: Operational and Capital Needs
4. Community Feedback Report – Phase 1 (presented by consultant Cocker Fennessy, Inc.)
5. Council Discussion

More information will be provided at the meeting and distributed online afterward.

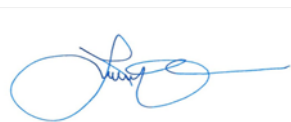
History:

- October 17, 2017 - City Council gave direction to the “staff to engage the community in determining level and cost of public safety services needed... to prepare for a November 2018 Public Safety Maintenance and Operating Levy Lid Lift” in response to staff presentation and AB #17-173.
 - March 6, 2018 – Council approved a Professional Services Agreement with Cocker Fennessy, Inc. for research, public engagement, and communications consulting services to engage the community and assess options for a potential November 2018 Public Safety Ballot Measure(s).
-

Recommended Action:

- Receive the report and provide feedback on the topic.
-

City Manager Approval: _____



Date: 4/12/2018

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