

GRANITE FALLS

City of Granite Falls
206 S. Granite Avenue / P.O. Box 1440
Granite Falls, Washington 98252

P 360/691-6441
F 360/691-6734
www.ci.granite-falls.wa.us

CITY COUNCIL MEETING

APRIL 6, 2016

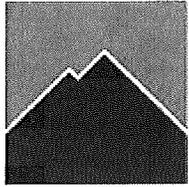
7:00 PM

AGENDA

1. CALL TO ORDER
2. FLAG SALUTE
3. ROLL CALL
4. CONSENT AGENDA
 - A. AB 052-2016 Approval of March 16, 2016 Minutes
 - B. AB 053-2016 Approval of March 17, 2016 to April 6, 2016 Claim Checks #405755 through 405789 and Two EFTs totaling \$71,595.90
 - C. AB 054-2016 Approval of March 1, 2016 to March 15, 2016 Payroll Checks #26866 through 26867 and Nine EFTs totaling \$26,858.19
5. STAFF REPORTS
6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON ACTION ITEMS
(Speakers must sign up prior to the meeting. Individual comments will be limited to three minutes. Group comments shall be limited to five minutes.)
7. NEW BUSINESS
 - A. AB 055-2016 Public Hearing 7:15 PM
For Consideration of the City's Intended Assumption of the Granite Falls Transportation Benefit District Pursuant to the Authority of Chapter 36.74 RCW / Second Engrossed Substitute Senate Bill 5987 (2ESSB 5987).
 - B. AB 056-2016 Consideration of Award of Construction Management Contract for the 2016 Roadway and Utility Improvement Project to Gray & Osborne, Inc. in the amount of \$172,114.00.
 - C. AB 057-2016 Consideration of 2016 Public Works Water Meter Purchase.
8. CURRENT BUSINESS
9. MAYOR'S COMMENTS (5 minutes)
10. COUNCIL COMMENTS (15 minutes)
11. CITY MANAGER (5 minutes)
12. ADJOURNMENT

The City of Granite Falls strives to provide access and services to all members of the public. Please notify the City at least 48 hours prior to an event if reasonable accommodations are needed.

Notice: All proceedings of this meeting are sound recorded
Except Executive Session



GRANITE FALLS

Agenda Bill # 052-2016

CITY COUNCIL AGENDA BILL

Subject:

AB 052-2016 Approval of March 16, 2016 Minutes

Meeting Date: Wednesday, April 6, 2016

Date Submitted: March 17, 2016

Originating Department: City Clerk

Action Required:

Approval of Consent Agenda

Clearances:

Mayor

Police

Public Works

Attorney

Engineering

Planning

Other: _____

Exhibits:

03/16/2016 Minutes

Budgeted Amount:

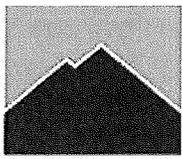
Summary Statement:

The City Council minutes are the official records of the actions taken and the direction given at the meetings of the City Council. Any Councilmember may remove an item from the Consent Agenda for discussion and the item would be voted on separately from the other Consent Agenda items.

Background:

Recommended Motion:

- 1) Move to approve the minutes as written. This can be accomplished as part of the motion to approve the Consent Agenda; OR if removed from the Consent Agenda;
- 2) Move to amend the [state date] minutes [state change] and approve the minutes as amended.



CITY COUNCIL MEETING MINUTES MARCH 16, 2016 7:00 PM

1. CALL TO ORDER

Mayor Hartman called the City Council Meeting to order at 7:00 PM.

2. FLAG SALUTE

Mayor Hartman led the Council, Staff and Audience in the Pledge of Allegiance to the Flag.

3. ROLL CALL

City Council

Mayor Matt Hartman	Present
Steven Glenn	Present
Suzie Ashworth	Present
Tom FitzGerald	Present
Erin Hogan	Present

City Staff

City Manager Brent Kirk

Consultants

Thom Graafstra, Weed, Graafstra & Assoc.
Chief Scott Robertson, SCSO

4. CONSENT AGENDA

- A. AB 046-2016 Approval of March 2, 2016 Minutes.
- B. AB 047-2016 Approval of March 5, 2016 Special Meeting Minutes.
- C. AB 048-2016 Approval of March 16, 2016 Claims Checks #405711 through #405754 and One EFT totaling \$64,868.79.
- D. AB 049-2016 Approval of February 16, 2016 through February 29, 2016 Payroll Checks #26859 through #26865 and Eleven EFT's totaling \$50,001.91.

Councilmember Glenn moved to approve Consent Agenda. Motion seconded by Councilmember Ashworth and passed 4-0.

Councilmember Glenn – Aye, Councilmember Ashworth – Aye, Councilmember Hogan – Aye, Councilmember Hartman – Aye

5. STAFF REPORTS

City Manager Kirk mentioned the AWC conference location this year will be in Everett and hopes the Council can be in attendance. He also mentioned the AWC Small City Connector meeting at the fire station on April 12th at 5pm and how he was recruited to be on the Small City Advisory Committee for AWC. He closed with discussion regarding research on asset management software, salary commission and list of council priorities.

Chief Robertson mentioned the following:

- Was a judge at the “Granite’s Got Talent” talent show
- Gave an update on a search warrant, recent arrests and the leaving of Deputy Don Lorenz to the San Diego area
- Mentioned the increased attendance at the neighborhood watch meeting
- Next neighborhood watch meeting – will present a pepper spray demonstration and will instruct attendees on how to apply oleoresin capsicum (OC); they will be able to spray inert OC pepper spray onto a green man (training bag) in the fire bay
- In conjunction with the Snohomish County Sheriff’s Office, we are bringing in Everett PD to help train High School Staff in unusual occurrences and active shooting scenarios. On April 22nd, we will hold an active shooter exercise with High School faculty at Crossroad HS

6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON ACTION ITEMS

No one from the audience chose to comment.

7. NEW BUSINESS

A. AB 050-2016 Consideration of Picnic Table Purchase for Events.

Councilmember FitzGerald moved to approve the purchase of ten picnic tables from the Lifetime Store in an amount not to exceed \$1,649.99 plus tax. Motion seconded by Councilmember Glenn and passed 5-0.

Councilmember Glenn – Aye, Councilmember Ashworth – Aye, Councilmember FitzGerald – Aye, Councilmember Hogan – Aye, Councilmember Hartman – Aye

B. AB 051-2016 Consideration of Award of Contract for: S. Granite Avenue – Phase 4 (Stanley St. to Galena St.) Various Low Impact Development Improvements (Wabash and Pioneer) Associated Water Mains

Councilmember Glenn moved to award the 2016 Roadway and Utility Improvement Project to Welwest Construction in the amount of \$1,216,823.32. Motion seconded by Councilmember Ashworth and passed 5-0.

Councilmember Glenn – Aye, Councilmember Ashworth – Aye, Councilmember FitzGerald – Aye, Councilmember Hogan – Aye, Councilmember Hartman - Aye

8. CURRENT BUSINESS

There were no Current Business items.

9. MAYOR’S COMMENTS

Mayor Hartman had no comments.

10. COUNCIL COMMENTS

Councilmember Glenn stated his excitement for the plans, ideas and opportunity for involvement going forward after the council retreat.

Councilmember Hogan had no comments.

Councilmember Ashworth wished she was able to attend the council retreat. She wants to add her input and name on the council priorities list. She also sends her condolences to the families of the three Mountain Loop crash victims.

City Manager Kirk would like to talk more about the Council priorities list at the April work session meeting.

Councilmember FitzGerald talked about tourism and the Monte Cristo cleaned-up site that will be open to the public in May. He commented on the retreat and how the items were broken up and given to the Council members. He wants to re-visit the priorities list quarterly and re-make the list once a year to cross off the completed items and add new ones.

11. CITY MANAGER

City Manager Kirk mentioned the following under his report:

- Has looked at the Capital Facilities Plan and funding options
 - City hall/police department combined building and population targets
 - Park improvements
 - Skate ramp
- Boys & Gils Club meeting update
 - Demolition of house
 - Gymnasium
 - Donations
 - Grand opening
 - Push for second phase

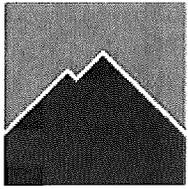
Councilmember FitzGerald will not be at the May 11th meeting.

12. ADJOURNMENT

Mayor Hartman adjourned the meeting.

City Clerk Darla Reese, CMC

Mayor Matthew Hartman



GRANITE FALLS

Agenda Bill # 053-2016

CITY COUNCIL AGENDA BILL

Subject:

AB 053-2016 Approval of March 17, 2016 to April 6, 2016 Claim Checks #405755 through 405789 and Two EFTs totaling \$71,595.90

Meeting Date: Wednesday, April 6, 2016

Date Submitted: April 1, 2016

Originating Department: City Treasurer

Action Required:

Approval of Consent Agenda

Clearances:

- Mayor
- Police
- Public Works
- Attorney
- Engineering
- Planning
- Other: City Manager

Exhibits:

Budgeted Amount:

- 001 Current Expense = \$18,789.24
 - 101 Streets = \$748.64
 - 303 Cif/Streets = \$611.41
 - 401 Water = \$16,132.49
 - 402 Cif/Water = \$1,893.88
 - 403 Sewer = \$31,731.72
 - 405 Storm Drainage = \$336.04
 - 406 Cif/Storm Drainage = \$1,352.48
-

Summary Statement:

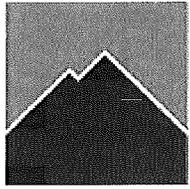
Claims are from March 17, 2016 to April 6, 2016 Claim Checks #405755 through 405789 and Two EFTs totaling \$71,595.90.

Background:

Recommended Motion:

- 1) Move to accept the claims as presented. This can be accomplished as part of the motion to

approve the Consent Agenda; OR if removed from the Consent Agenda;
2) Motion to amend the claims and move to approve the [state change] claims as amended



GRANITE FALLS

Agenda Bill # 054-2016

CITY COUNCIL AGENDA BILL

Subject:

AB 054-2016 Approval of March 1, 2016 to March 15, 2016
Payroll Checks #26866 through 26867 and Nine EFTs
totaling \$26,858.19

Meeting Date: Wednesday, April 6, 2016

Date Submitted: March 23, 2016

Originating Department: City Treasurer

Action Required:

Approval of Consent Agenda

Clearances:

- Mayor
- Police
- Public Works
- Attorney
- Engineering
- Planning
- Other: _____

Exhibits:

Budgeted Amount:

001 Current Expense = \$5,674.77
 101 Streets = \$2,590.34
 401 Water = \$4,690.00
 403 Sewer = \$11,783.48
 405 Storm Drainage = \$2,119.60

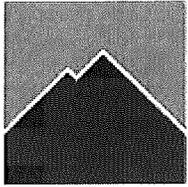
Summary Statement:

Payroll is from March 1, 2016 to March 15, 2016, Checks #26866 through 26867 and Nine EFTs totaling \$26,858.19

Background:

Recommended Motion:

- 1) Move to accept the payroll as presented. This can be accomplished as part of the motion to approve the Consent Agenda.
- 2) Move to amend the payroll [state change] and move to approve the payroll as presented.



GRANITE FALLS

Agenda Bill # _____

CITY COUNCIL AGENDA BILL

Subject:

Staff Reports

Meeting Date: Wednesday, April 6, 2016

Date Submitted: April 1, 2016

Originating Department: City Clerk

Action Required:

N/A

Clearances:

Mayor Police

Public Works Attorney

Engineering Planning

Other: _____

Exhibits:

04/06/2016 City Clerk Report
04/06/2016 Public Works Report
04/06/2016 Police Report
04/06/2016 Engineering Report

Budgeted Amount:

Summary Statement:

Attached, please find staff reports from all departments that submitted them to the City Clerk's Office.

Background:

N/A

Recommended Motion:

N/A

City Clerk Staff Report April 6, 2016

Business Licenses

Inside City –

Kaitlin Mae Swartz
107 E. Stanley Street
Granite Falls, WA 98252
Hair cutting/styling hair products

Jaw Manufacturing, Inc.
10913 Mountain Loop Hwy.
Granite Falls, WA 98252
Manufacturing hydraulic tubing

Outside City –

Visiting Angels (Drew Senior Support Services, Inc.)
14 292nd Ave SE
Fall City, WA 98024
Senior in-home care (private duty care)

Jo Absolute Plumbing, Inc.
222 Anderson Road, Suite A
Mount Vernon, WA 98273
Plumbing

River's Edge B&B and Wedding Venue, LLC
17910 Crooked Mile Road
Granite Falls, WA 98252
Lodging and wedding venue

Da Pollination (Aleksandr I Derun)
6930 221st Drive NE
Granite Falls, WA 98252
Bee pollination

Kerri Anne Akre
19812 Crystal Springs Drive
Granite Falls, WA 98252
Beekeeping products and services

-Over-

Fire Systems West, Inc.
206 Frontage Road N, Suite C
Pacific, WA 98047
Fire protection services

Building Permits Issued:

Granite Falls School District
205 N. Alder Ave.
Crossroads High School Fire Alarm

Building Permit Number 2016-008
Issued: 03/29/2016

Granite Falls School District
405 N. Alder Ave.
Granite Falls Middle School Fire Alarm

Building Permit Number 2016-009
Issued: 03/29/2016

Granite Falls School District
1201-100th St. NE
Monte Cristo Elementary Fire Alarm

Building Permit Number 2016-010
Issued: 03/29/2016

Granite Falls School District
702 N. Granite Ave.
Mountain Way Elementary Fire Alarm

Building Permit Number 2016-011
Issued: 03/29/2016

Public Works Staff Report 4/6/2016

STREET DEPARTMENT

4/4/2016, Flags a Flying will be installing the new 33' flagpole at the Highway 92 roundabout.

WATER DEPARTMENT

Please see Agenda Bill for the 2016 water meter purchase.

The 2015, Drinking water quality report has been submitted to the Office of Drinking Water and made available for end users on the city website. All reports required to be submitted for the 2015 year have been submitted to Department of Health and the Office of Drinking Water.

Staff repaired at leaking service line in the 300 block of South Granite Ave.

STORMWATER DEPARTMENT

Staff conducted facility inspections on catch basins and will be performing maintenance on the Stormwater system in the upcoming weeks.

We are currently looking into the possibility of stocking Lake Gardner with Trout. The total cost for 1,000 5-6" fish, delivery, and the Washington State Department of Fish and Wildlife permit is approximately \$1700.00. We have contacted the school district to see if they would be interested in offsetting the cost, but ultimately the introduction of fish will help combat water quality issues at the lake and provide recreational fishing.

PARKS DEPARTMENT

3/29/16 the Department of Corrections crew was here. They spent the day in at Jim Holm Park weeding flower beds and turning the play chips.

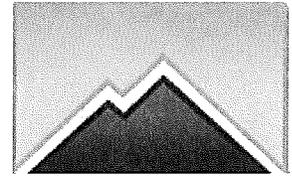
The mowing season has begun. Staff spent the better part of two days last week mowing all Parks and facilities.

Staff installed new automated foaming soap dispensers in the restrooms at Jack Webb. In the past, hand soap was purchased from IGA or Rite Aid and typically disappeared by the end of events.

3/31/16 we contacted Honey Bucket services to supply an ADA compliant temporary restroom for Jim Holm Park. This will remain in the park throughout the summer to provide facilities for park users during the week and weekends. Currently the City Hall restroom is utilized during operating hours. The monthly reoccurring cost is 193.50 and will be cleaned and stocked weekly.



*City of Granite Falls
In Partnership With
Snohomish County
Sheriff's Office*



Sheriff Ty Trenary

City Manager Brent Kirk

Police Report for March 2016

March has been another busy month for the police department. The schools and our students continue to absorb a lot of our time and resources. In late March, we responded to assaults, cyber threats, thefts and a disturbance. Most of the calls involved Granite Falls High School, Crossroads High School and the Granite Falls Middle School. Thankfully, all investigations have been solved. We would like to express our thanks to Mariner High School Resource Officer, Deputy Sheriff Chris Ferreira, for helping us to both identify and interview a suspect in a Granite Falls cyber-threat incident.

To address several citizen complaints, we initiated an aggressive traffic campaign for both speed and stop sign violations. Over the past two weeks, over 30 drivers have received verbal warnings. Several received notice of infractions as well.

In addition to our other responsibilities, we continue to work with the Snohomish County Regional Drug and Gang Task Force to address vagrancy in and around our community. In late March, we assisted with a Task Force search warrant near the 11100 block of Jordan Road. The search warrant led to the recovery of 2 stolen guns and a stolen car. The residence in question has been a problem for our community for at least a decade.

In conjunction with the School Resource Programs from both the Snohomish County Sheriff's Office and the city of Everett Police Department, we will hold an active shooter exercise with both High Schools at Crossroads on April 22nd. This up-to-date table top exercise and video training will help provide insight, identify problems and designate responsibilities during an active shooter and or unusually occurring event.

As we approach summer, nuisance violations increase significantly. The following is an edited list of strategies that I have implemented with our department for 2016 to help reduce some of the issues in our community. For these strategies to be successful, we must continue to build positive relationships with our business and community members; and utilize those relationships to make Granite Falls a safer place to live, work and play.

Zero Tolerance: As we approach good weather, our nuisance issues significantly increase including drugs, trespass and theft. Officers will be booking on all charges covered by the misdemeanor presence rule. Our initial response to these crimes will impact and help deter further issues this summer and throughout the rest of the year.

Plan: This year my strategic plan is to continue to utilize the Broken Window Model of enforcement. The model was first developed by a NYPD detective in 1979 to target hard-to-arrest high level offenders with multiple low level offenses based around a community policing model (what crimes are important to the community). Recently, LAPD has gone back to this model in their high crime areas. The strategy has resulted in a significant reduction in crime and increased quality of life for the community.

Through the implementation of this model in 2015, we cut our response times dramatically (over half), established relationships with our business and community members, made our community safer and most importantly-improved the quality of life for our residents. When I came to Granite Falls in early 2015, I met with Mayor Golston and asked him what was most important to him and the community. He told me that he wanted to walk to the park with his girls and not feel the need to carry a gun.

Over the next few months, I watched and listened to the community. In early summer '15, we initiated an aggressive community based approach to reduce criminal behavior with Bill Bratton's Broken Windows theory. In early to mid-2015, our most harmful criminals did open hand-to-hand transactions, camped in our parks, trespassed at their whim and walked around with impunity (perception). Because of our efforts that is no longer the case! Together, we have made Granite Falls safer.

Extra Patrol Directive to our Officers: We've had several complaints of vagrants sleeping and using drugs in the wooded area west of S. and N. Bogart (Bogart Meadows). One of the city council members has made several complaints regarding that issue as well. When you have time, please walk the area and check for any persons using drugs and or alcohol (there are a lot of kids that use those trails as well). Additionally, please start walking the downtown area again and make contact with both businesses and our habitual offenders. Let both know we care. Again, I appreciate your efforts...you are making a difference and I hear about it every day.

Respectfully submitted,

Chief Scott Robertson

-Community First-

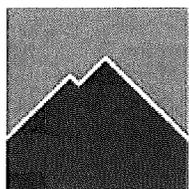
City of Granite Falls
 Engineering Report
 Council Meeting
 April 6, 2016

Work over the past month has focused on:

- South Granite Ave, Wabash and Union St project. - Review of submittals has begun. Preconstruction meeting tentatively set for April 12. Still planning on being done on S. Granite Ave by the end of June and hoping for school out (June 13).
- Development review, and
- Minor assistance on various projects.

Invoice summary 2/28/16 – 3/27/16

Job #	PROJECT	TASK/TYPE of PROJECT	HOURS	\$	CODE
7501.01	Suncrest Farms	DEA & GFC Credits, Plan Review	20.5	\$2,705.62	D
15430.01	South Granite Ave Phase 4 - Water Main	Plans & Specification Reproduction - Advertise Project	-	\$736.60	C
16405	General Engineering	Code Review, Easement Legal Description, DEA	7.5	\$965.93	C
		TOTAL	28.0	\$4,408.15	
	Unbilled Activity	Council mtgs., misc water utility	9.0		



GRANITE FALLS

Agenda Bill # 055-2016

CITY COUNCIL AGENDA BILL

Subject:

AB 055-2016 Public Hearing 7:15 PM
For Consideration of the City's Intended Assumption of
the Granite Falls Transportation Benefit District
Pursuant to the Authority of Chapter 36.74 RCW /
Second Engrossed Substitute Senate Bill 5987 (2ESSB
5987).

Meeting Date: Wednesday, April 6, 2016

Date Submitted: March 25, 2016

Originating Department: Public Works

Action Required:

Public Hearing
First Reading of Ordinance No. 911-2016

Clearances:

- Mayor Police
- Public Works Attorney
- Engineering Planning
- Other: City Manager

Exhibits:

Exhibit 1 - Verification of Public Hearing Posting
Exhibit 2 - Public Hearing Notice
Exhibit 3 - Affidavit of Publication
Exhibit 4 - Ordinance No. 911-2016

Budgeted Amount:

Summary Statement:

ISSUE:

Should the City Council adopt Ordinance No. 911-2016 to assume the rights, powers, functions and obligations of the Granite Falls Transportation Benefit District ("TBD")?

RECOMMENDATION:

The City Council should adopt Ordinance No. 911-2016 assuming the rights, powers, functions and obligations of the TBD.

Background:

CITY ACTION TO DATE:

1. On March 2, 2016, the City Council adopted Resolution No. 2016-04 setting a public hearing regarding the city's intended assumption of the Granite Falls Transportation Benefit District

pursuant to the authority of Chapter 36.74 RCW / Second Engrossed Substitute Senate Bill 5987 (2ESSB 5987).

2. Notice of Public Hearing was published in the Everett Daily Herald on March 25, 2016 and April 6, 2016.

3. A Public Hearing was held to receive public comment regarding the city's intended assumption of the Granite Falls Transportation Benefit District pursuant to the authority of Chapter 36.74 RCW / Second Engrossed Substitute Senate Bill 5987 (2ESSB 5987) on April 6, 2016. There was/was not public comment on this issue, and general consensus from City Council to move forward with the assumption of the TBD.

DISCUSSION:

In 2015, the Granite Falls City Council adopted Ordinance No. 890-2015 establishing a transportation district that could fund selected transportation projects. The TBD collects a \$20 license fee from vehicle registrations.

The Granite Falls TBD is a separate and distinct entity from the City of Granite Falls that has its own governing body consisting of a TBD Board of Directors who also serve as members of the City Council, files its own budgets and financial reports, and holds separate meetings, etc. The City accounts for TBD revenues and expenditures in a separate agency fund.

From the cost-benefit perspective, TBDs are not an efficient, effective way to fund street projects. This was recognized by the Legislature in their most recent transportation funding bill (Engrossed Substitute Senate Bill 5987), which became effective July 15, 2015.

Chapter 36.74 RCW / ESSB 5987 contains a provision that basically allows a city or county that has a TBD with the same boundaries to take over the TBD and assume all the TBD's "rights, powers, functions and obligations." The city would receipt and expend the additional sales tax revenues into the street operating fund.

Benefits of Taking over the TBD

1. Eliminates TBD meetings (about five per year)
2. Eliminates TBD budget process
3. Eliminates TBD annual report (filed with State Auditor)
4. Eliminates separate TBD voucher approval process
5. Eliminates separate TBD contract approval process
6. Simplifies and reduces insurance costs

COUNCIL OPTIONS:

1. Have first reading of Ordinance No. 911-2016, assuming the rights, powers, functions and obligations of the Granite Falls Transportation Benefit District; amending Chapter 10.85 of the Granite Falls Municipal Code; and providing for severability and an effective date.

2. Do not have first reading of Ordinance No. 911-2016 assuming the rights, powers, functions and obligations of the Granite Falls Transportation Benefit District; amending Chapter 10.85 of the Granite Falls Municipal Code; and providing for severability and an effective date.

3. Do not have first reading of Ordinance No. 911-2016 assuming the rights, powers, functions and obligations of the Granite Falls Transportation Benefit District; amending Chapter 10.85 of the Granite Falls Municipal Code; and providing for severability and an effective date, and direct staff to address specific council questions or areas of concern.

Recommended Motion:

1) I move to have the first reading of Ordinance No. 911-2016 assuming the rights, powers, functions and obligations of the Granite Falls Transportation Benefit District; amending Chapter 10.85 of the Granite Falls Municipal Code; and providing for severability and an effective date.



GRANITE FALLS

City of Granite Falls
206 S. Granite Avenue / P.O. Box 1440
Granite Falls, Washington 98252

P 360/691-6441
F 360/691/6734
www.cityofgranitefalls.com

VERIFICATION OF PUBLIC HEARING POSTING
FOR
CONSIDERATION THE CITY'S INTENDED ASSUMPTION OF THE
GRANITE FALLS TRANSPORTATION BENEFIT DISTRICT
PURSUANT TO THE AUTHORITY OF CHAPTER 36.74 RCW
/SECOND ENGROSSED SUBSTITUTE SENATE BILL 5987
(2ESSB5987)

I, Darla Reese, City Clerk for the City of Granite Falls, WA hereby certifies the Notice of Public Hearing for the Granite Falls City Council was posted in three public places as described below. This Public Hearing will be held on Wednesday, April 6, 2016 at 7:15 p.m. at the City Council Chambers located at 206 South Granite Avenue, Granite Falls, WA 98252.

City Hall, 206 South Granite Avenue by: Darla date: 3/25/16

Granite Falls Public Library, 815 East Galena Street by: CRW date: 3/25/16

Granite Falls Post Office, 205 East Stanley Street by: CRW date: 3/25/16

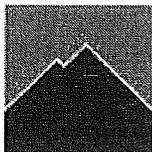
Emailed to the media parties of record

by: Darla date: 3/25/16

Certified this 25th day of March, 2016

Darla Reese

By Darla Reese, City Clerk



GRANITE FALLS

City of Granite Falls
206 S. Granite Avenue / P.O. Box 1440
Granite Falls, Washington 98252

P 360/691-6441
F 360/691-6734
www.ci.granite-falls.wa.us

PUBLIC HEARING NOTICE

City of Granite Falls
April 6, 2016
7:15 p.m.

BEFORE THE GRANITE FALLS CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT in the Granite Falls City Hall Council Chambers at 206 South Granite Avenue, Granite Falls, WA, on Wednesday, the 6th day of April, 2016, at 7:15 p.m., a public hearing will be held by the Granite Falls City Council to consider the City's Intended Assumption of the Granite Falls Transportation Benefit District Pursuant to the Authority of Chapter 36.74 RCW /Second Engrossed Substitute Senate Bill 5987 (2ESSB5987)

Any person may appear at the hearing and may be heard in support of or in opposition to this proposal. If you are unable to attend the public hearing in person, you may submit your written comments by 4:00 p.m., April 6, 2016, to the attention of the City Clerk at Granite Falls City Hall, 206 South Granite Avenue, Granite Falls, WA, 98252, in order for your comments to be considered as part of the formal record. Additional information may be obtained at City Hall from 8:30 a.m. to 5:00 p.m. by calling 360-691-6441.

GRANITE FALLS CITY COUNCIL



Darla Reese, City Clerk

Dated this 25th day of March, 2016.

The City of Granite Falls strives to provide access and services to all members of the public. Please notify the City at least one week prior to the event if reasonable accommodations are needed.

Everett Daily Herald

Affidavit of Publication

State of Washington }
County of Snohomish } ss

Kathleen Landis being first duly sworn, upon oath deposes and says: that he/she is the legal representative of the Everett Daily Herald a daily newspaper. The said newspaper is a legal newspaper by order of the superior court in the county in which it is published and is now and has been for more than six months prior to the date of the first publication of the Notice hereinafter referred to, published in the English language continually as a daily newspaper in Snohomish County, Washington and is and always has been printed in whole or part in the Everett Daily Herald and is of general circulation in said County, and is a legal newspaper, in accordance with the Chapter 99 of the Laws of 1921, as amended by Chapter 213, Laws of 1941, and approved as a legal newspaper by order of the Superior Court of Snohomish County, State of Washington, by order dated June 16, 1941, and that the annexed is a true copy of EDH690151 PUBLIC HEARING as it was published in the regular and entire issue of said paper and not as a supplement form thereof for a period of 1 issue(s), such publication commencing on 03/25/2016 and ending on 03/25/2016 and that said newspaper was regularly distributed to its subscribers during all of said period.

The amount of the fee for such publication is \$44.72.

Kathleen Landis

Subscribed and sworn before me on this
25 day of March,
2014.

Debra Ann Grigg

DEBRA ANN GRIGG
Notary Public
State of Washington
My Commission Expires
October 31, 2017

CITY OF GRANITE FALLS
PUBLIC HEARING NOTICE
City of Granite Falls
April 6, 2016
7:15 p.m.

BEFORE THE GRANITE FALLS CITY COUNCIL:
NOTICE IS HEREBY GIVEN THAT in the Granite Falls City Hall Council Chambers at 206 South Granite Avenue, Granite Falls, WA, on Wednesday, the 6th day of April, 2016, at 7:15 p.m., a public hearing will be held by the Granite Falls City Council to consider the City's Intended Assumption of the Granite Falls Transportation Benefit District Pursuant to the Authority of Chapter 36.74 RCW /Second Engrossed Substitute Senate Bill 5987 (2ESSB5987)

Any person may appear at the hearing and may be heard in support of or in opposition to this proposal. If you are unable to attend the public hearing in person, you may submit your written comments by 4:00 p.m., April 6, 2016, to the attention of the City Clerk at Granite Falls City Hall, 206 South Granite Avenue, Granite Falls, WA, 98252, in order for your comments to be considered as part of the formal record. Additional information may be obtained at City Hall from 8:30 a.m. to 5:00 p.m. by calling 360-691-6441.

GRANITE FALLS CITY COUNCIL
Darla Reese, City Clerk
Dated this 25th day of March, 2016.
Published: March 25, 2016.

EDH690151

B9

**CITY OF GRANITE FALLS
Granite Falls, Washington**

ORDINANCE NO. 911-2016

AN ORDINANCE OF THE CITY OF GRANITE FALLS, WASHINGTON, ASSUMING THE RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF THE GRANITE FALLS TRANSPORTATION BENEFIT DISTRICT; AMENDING GRANITE FALLS MUNICIPAL CODE CHAPTER 10.85 ADDING NEW SECTION 10.85.015, AMENDING SECTIONS 10.85.020, 10.85.030 AND 10.85.050 OF THE GRANITE FALLS MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 809-15, the City of Granite Falls City Council established a transportation benefit district to be known as the Granite Falls Transportation Benefit District (“District” or “TBD”), with geographical boundaries comprised of the corporate limits of the City of Granite Falls as they now exist or may hereafter be altered by future annexations; and

WHEREAS, the 2015 Legislature adopted Second Engrossed Substitute Senate Bill (“2ESSB”) 5987, the majority of which became effective on July 15, 2015 – Codified as Chapter 36.74 RCW; and

WHEREAS, RCW 36.74.010 (Section 301 of 2ESSB 5987) authorizes any city in which a transportation benefit district (“TBD”) has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city to assume the rights, powers, functions, and obligations of the TBD, by adoption of an ordinance or resolution of the city legislative authority; and

WHEREAS, RCW 36.74.020 (Section 302 of 2ESSB 5987) provides that the assumption of the rights, powers, functions, and obligations of a transportation benefit district may be initiated by the adoption of an ordinance or a resolution by the city legislative authority, indicating its intention to consider the assumption of such rights, powers, functions, and obligations and setting a public hearing at which all interested parties may appear and be heard and at which the city does then consider the proposed assumption of the rights, powers, functions, and obligations of the transportation benefit district; and

WHEREAS, on March 2, 2016 the Granite Falls City Council adopted Resolution 2016-04, which declared the City Council’s intention to consider the assumption of the rights, powers, functions and obligations of the District, and set a public hearing for April 6, 2016; and

WHEREAS, on April 6, 2016, the City Council held a public hearing at which all interested parties were invited to appear and be heard; and

WHEREAS, following the conclusion of the public hearing, the City Council determined that the public interest and welfare would be satisfied by the City's assumption of the rights, powers, functions and obligations of the District, because such assumption would provide for more efficient administration of transportation maintenance and improvement funds previously authorized to be collected and expended by the District;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANITE FALLS DO ORDAIN AS FOLLOWS:

Section 1. Assumption of Granite Falls Transportation Benefit District.

Pursuant to RCW 36.74.030 (1)(Section 303, subsection (1) of 2ESSB 5987), the City of Granite Falls does hereby assume all of the rights, powers, immunities, functions, and obligations of the Granite Falls Transportation Benefit District, and the City of Granite Falls is hereby vested with each and every right, power, immunity, function, and obligation currently granted to or possessed by the Granite Falls Transportation Benefit District as of the effective date of this Ordinance. The rights, powers, functions and obligations previously exercised and/or performed by the governing body of the Granite Falls Transportation Benefit District are hereby assumed by and transferred to the City of Granite Falls City Council.

Section 2. New Section 10.85.015 SMC Adopted.

A new Section 10.85.015 of the Granite Falls Municipal Code is hereby adopted to read as follows:

10.85.015. Assumption of transportation benefit district.

From and after the effective date of this Ordinance, the City of Granite Falls assumes all of the rights, powers, immunities, functions, and obligations of the Granite Falls Transportation Benefit District previously established in this chapter, and the City of Granite Falls is hereby vested with each and every right, power, immunity, function, and obligation granted to or possessed by the Granite Falls Transportation Benefit District under Chapter 36.73 RCW, this chapter, and/or any other applicable law as of the effective date of this Ordinance. The rights, powers, functions and obligations previously exercised and/or performed by the governing body of the Granite Falls Transportation Benefit District pursuant to Section 10.85.020 of this chapter are hereby assumed by and transferred to the City of Granite Falls City Council.

Section 3. Section 3.40.020 GFMC Amended.

Pursuant to RCW 36.74.030 (2)(Section 303, subsection (2) of 2ESSB 5987), the governing body of the Granite Falls Transportation Benefit District established in Section 10.85.020 of the Granite Falls Municipal Code is hereby abolished, and Section 10.85.020 of the Granite Falls Municipal Code is hereby amended to read as follows:

10.85.020 Governing board.

(A) The Granite Falls City Council shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and this chapter.

~~(A) The governing board ("board") of the transportation benefit district shall be the members of the Granite Falls city council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW. The board shall be known as the "Granite Falls transportation benefit district board.~~

~~(B) The treasurer of the tTransportation bBenefit dDistrict shall be the city of Granite Falls clerk/treasurer.~~

(C) The City shall implement the material change policy previously adopted by the Granite Falls Transportation Benefit District that addresses major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160 (1).

~~(C) The board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1). At a minimum, if a transportation improvement exceeds its original cost by more than 20 percent, as identified in the district's original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.~~

~~(D) The board City Council shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2). [Ord.890 §2, 2015]~~

Section 4. Section 10.85.030 GFMC Amended.

Section 10.85.030 of the Granite Falls Municipal Code is hereby amended to read as follows:

10.85.030 Authority of the district City.

(A) ~~The district City, acting by and through its City Council,~~ may authorize a vehicle tax fee of up to \$20.00 per vehicle as provided for by RCW 82.80.140.

(B) When authorized by the voters pursuant to the requirements of Chapter 36.73 RCW, the City district may assess other taxes, fees, charges and tolls or increases in these revenue sources for the preservation, maintenance, enhancement, construction, reconstruction and operation of city streets and ways.

(C) ~~The board City~~ shall have and may exercise all powers and functions provided by Chapter 36.73 RCW to fulfill the purposes of ~~the district~~ Chapter 36.73 and this chapter.

Section 5. Section 10.85.040 GFMC Amended.

Section 10.85.040 of the Granite Falls Municipal Code is hereby amended to read as follows:

10.85.040 Transportation improvements funded.

The revenues generated by exercise of the powers granted in Section 10.85.030 and/or Chapter 36.73 RCW shall be used for transportation improvements that preserve, maintain and operate existing infrastructure of the city consistent with the requirements of Chapter 36.73 RCW. Expenditures of such revenues shall preserve, maintain and operate the city's previous investments in transportation infrastructure, reduce the risk of transportation facility failure, improve safety, or reduce congestion. Any change or expansion of these authorized purposes shall be undertaken only after notice, hearing and adoption of an authorizing ordinance in accordance with RCW 36.73.050(b)(2) or a vote of the people pursuant to RCW 36.73.065(c).

~~10.85.040 Transportation improvements funded.~~

~~The funds generated by the transportation benefit district shall be used for transportation improvements that preserve, maintain, enhance and operate the existing transportation infrastructure of the city, and to construct and reconstruct improvements and capital projects consistent with the requirements of Chapter 36.73 RCW and may include but shall not be limited to "transportation improvements" as defined in RCW 36.73.015(4). The funds may be utilized for any lawful purpose under the chapter; but all funds raised through the TBD shall be expended only for such preservation, construction, reconstruction maintenance and operation in accordance with the provisions of Chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended by the district shall preserve, maintain and operate the city's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost effectiveness of the city's infrastructure investments, fund new capital projects and continue the optimal performance of the transportation system. Additional transportation improvement projects may be funded only after compliance with the provisions of RCW 36.73.050(2)(b) following notice, public hearing and enactment of an authorizing ordinance. [Ord. 890 § 2, 2015.]~~

Section 6. Section 10.85.050 GFMC is repealed.

Section 10.85.050 Entitled Dissolution of the District is hereby repealed.

~~10.85.050 Dissolution of district.~~

~~The transportation benefit district shall be automatically dissolved when all indebtedness of the district has been retired and when all of the district's anticipated responsibilities have been satisfied. Street preservation, maintenance and operation are ongoing, long-term obligations of the city. Pursuant to RCW 36.73.050 and 36.73.170, the district shall automatically dissolve when all indebtedness of the district has been retired and anticipated responsibilities have been satisfied. [Ord. 890 § 2, 2015.]~~

Section 7. No Existing Right Impaired.

Pursuant to RCW 36.74.040 (Section 304 of 2ESSB 5987), nothing in this Ordinance shall be construed as impairing or altering any existing rights acquired by the Granite Falls TBD under chapter 36.73 RCW, this chapter or any other provision of law applicable to transportation

benefit districts. Nor does this assumption impair or alter any actions, activities, or proceedings validated thereunder; any civil or criminal proceedings instituted thereunder; any rule, regulation, or order promulgated thereunder; any administrative action taken thereunder; nor the validity of any act performed by the Granite Falls TBD or division thereof or any officer thereof prior to the assumption of such rights, powers, functions, and obligations by the City hereunder.

Section 8. Rules, Regulations, Pending Business, and Contracts.

Pursuant to RCW 36.74.050 (1) (Section 305, subsection (1) of 2ESSB 5987), all rules and regulations and all pending business before the board of the Granite Falls Transportation Benefit District shall be continued and acted upon by the Granite Falls City Council. In addition, pursuant to subsection RCW 36.74.050 (2) ((2) of Section 305 of 2ESSB 5987), all existing contracts and obligations of the Granite Falls Transportation Benefit District remain in full force and effect, and will be performed by the City. The assumption does not affect the validity of any official act performed by any official or employee prior to the assumption authorized in Sections 1 and 2 of this Ordinance.

Section 9. Records of the Granite Falls Transportation Benefit District.

Pursuant to RCW 36.74.060 (1) (Section 306, subsection (1) of 2ESSB 5987), all reports, documents, surveys, books, records, files, papers, or other writings relating to the administration of the powers, duties, and functions available to the Granite Falls Transportation Benefit District shall be made available to the City.

Section 10. Funds, Credits, Appropriations, Federal Grants, or Other Assets.

Pursuant to RCW 36.74.060 (2) (Section 306, subsection (2) of 2ESSB 5987), all funds, credits, or other assets held in connection with rights, powers, duties, and functions of the Granite Falls Transportation Benefit District assumed hereunder shall be assigned to the City. Further, pursuant to RCW 36.74.060 (3) (Section 306, subsection (3) of 2ESSB 5987), any appropriations or federal grant made to the Granite Falls Transportation Benefit District for the purpose of carrying out the rights, powers, functions, and obligations authorized to be assumed by the City must, on the effective date of the assumption, be credited to the City for the purpose of carrying out such assumed rights, powers, functions, and obligations.

Section 11. Assumption of Indebtedness.

Pursuant to RCW 36.74.070 (Section 307 of 2ESSB 5987), the City assumes and agrees to provide for the payment of all of the indebtedness of the Granite Falls Transportation Benefit District, including the payment and retirement of outstanding general obligation and revenue bonds (if any) issued by the Granite Falls Transportation Benefit District.

Section 12. Effective Date.

This ordinance shall be effective April 30, 2016.

Section 13. Corrections by City Clerk or Code Reviser.

Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 14. Severability.

If any one or more section, subsection, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or invalid for any

reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances, and the same shall remain in full force and effect.

ADOPTED by the City Council and APPROVED by the Mayor this ____ day of _____, 2016.

CITY OF GRANITE FALLS

By _____
Matt Hartman, Mayor

ATTEST:

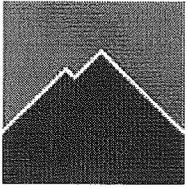
By _____
Darla Reese, City Clerk

APPROVED AS TO FORM:

By _____
Thom Graafstra, City Attorney

Date of Publication: _____

Effective Date: _____



GRANITE FALLS

CITY COUNCIL AGENDA BILL

Subject:

AB 056-2016 Consideration of Award of Construction Management Contract for the 2016 Roadway and Utility Improvement Project to Gray & Osborne, Inc. in the amount of \$172,114.00.

Meeting Date: Wednesday, April 6, 2016

Date Submitted: March 25, 2016

Originating Department: Engineering

Action Required:

Award of Construction Management Contract

Clearances:

- Mayor
- Police
- Public Works
- Attorney
- Engineering
- Planning
- Other: _____

Exhibits:

Proposal Letter including Budget Summary

Budgeted Amount:

See Attached Letter

Summary Statement:

The City Council awarded the construction contract to Welwest Construction at the Council meeting on March 16, 2016. This proposed contract is with Gray & Osborne, Inc. for construction management and project administration of the construction contract.

Background:

The roadway and sidewalk portions of the project are funded largely with grant funds (Granite Avenue, TIB @ 95%; Wabash and Pioneer, WDOE @ 75%). The Snohomish County Public Works Assistance loan program is funding the Wabash Water Main with a 1.5% loan. The City Water Utility (402 Fund) is funding the water main on Granite Avenue.

Recommended Motion:

1) Motion to award construction management contract for the 2016 Roadway and Utility Improvement Project to Gray & Osborne, Inc. in the amount of \$172,114.00 and authorize the

City Manager to sign.



Gray & Osborne, Inc.

CONSULTING ENGINEERS

March 25, 2016

Mr. Brent Kirk
City Manager
City of Granite Falls
P.O. Box 1440
Granite Falls, Washington 98252

**SUBJECT: PROPOSAL FOR PROJECT ADMINISTRATION AND
CONSTRUCTION INSPECTION, 2016 ROADWAY AND UTILITY
IMPROVEMENT PROJECTS
CITY OF GRANITE FALLS, SNOHOMISH COUNTY, WASHINGTON
G&O #20165.09**

Dear Mr. Kirk:

We are writing to submit a scope of work and cost estimate for Project Administration and Construction Inspection for the above-referenced project. The proposal includes full-time construction inspection and project administration.

We anticipate the project to continue through the summer. The Contract is structured so that the work on South Granite Avenue will be completed first. The intent is to achieve substantial completion for the work on South Granite Avenue before schools are out for the summer.

The project will be completed under four schedules of work, as four different funding agencies are involved. The construction costs based upon the bids received, our proposed project administration/construction management costs, and the construction budget for each schedule of work are included in the table below. Construction Inspection and Project Administration will be funded at the percentages indicated in the table.

Our Scope of Work is presented in Exhibit A and our Cost Proposal in Exhibit B.



Mr. Brent Kirk
March 25, 2016
Page 2

Project Budget and Estimated Cost by Schedule of Work

Schedule of Work	Const. Cost	Const. Insp. & Proj. Admin.	Total	Budget Amount*	Agency & Funding Percentage
Schedule A – South Granite Avenue Water Main	\$ 75,716	\$ 10,304	\$ 86,020	\$ 125,600	City Water Utility – 100%
Schedule B – Wabash Avenue Water Main	\$ 125,867	\$ 19,698	\$ 145,565	\$ 230,000	Snohomish County – 100% loan @ 1.5% interest
Schedule C – South Granite Avenue Roadway	\$ 294,640	\$ 39,302	\$ 333,942	\$ 334,050	TIB – 95% grant
Schedule D – Wabash and Pioneer Roadways	\$ 720,600	\$ 102,810	\$ 823,410	\$ 847,000	Dept. of Ecology – 75% grant
Total	\$1,216,823	\$172,114	\$1,388,937	\$1,536,650	

* Does not include design.

Please call the undersigned if you wish to discuss this proposal or if you need additional information. If you would like us to proceed with this work, please sign where indicated below and return a signed copy to us. Thank you for the opportunity to provide these engineering services. We look forward to continued work with the City of Granite Falls.

Sincerely,

GRAY & OSBORNE, INC.

Warren W. Perkins, P.E.

WWP/hh

Encl.

cc: Ms. Darla Reese, City Clerk, City of Granite Falls



Mr. Brent Kirk
March 25, 2016
Page 3

**CITY OF GRANITE FALLS – 2016 ROADWAY AND UTILITY
IMPROVEMENTS PROJECT ADMINISTRATION AND CONSTRUCTION
INSPECTION**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call General Engineering Services Contract dated February 2, 2011, for a cost not to exceed \$172,114 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

CITY OF GRANITE FALLS 2016 ROADWAY AND UTILITY IMPROVEMENTS PROJECT ADMINISTRATION AND INSPECTION SERVICES

PROJECT UNDERSTANDING

Gray & Osborne will provide Project Administration and Inspection Services for the 2016 Roadway and Utility Improvements Projects (Contract). The Contract provides for road and utility improvements in and along South Granite Avenue, Wabash Avenue, and Pioneer Street. The work to be performed under this Contract is separated into four separate schedules and includes water main improvements, storm drainage improvements, pavement reconstruction, and installation of curbs, gutters, and Low Impact Development facilities.

This scope and fee proposal assumes 90 working days (8 hours a day) of full-time plus another 20 days of part-time inspection. The inspection fees are limited to actual working days by the Contractor.

SCOPE OF WORK

The scope of services shall include the following.

Task 1 – Survey

- Provide construction staking.

Task 2 – Submittals

- Review submittals.

Task 3 – Project Administration

- Organize and attend the preconstruction meeting.
- Provide design clarifications to the Contractor as needed. Respond to requests for information (RFIs).
- Review testing reports.

- Prepare monthly progress estimates.
- Prepare change orders as needed.

Task 4 – Construction Inspection

- Provide on-site construction inspection.
- Prepare daily construction reports including photographs, test reports, and tracking of labor and equipment.
- Conduct weekly construction meetings with the Contractor and City staff.
- Prepare the punch list and conduct the final inspection.

Task 5 – Record Drawings

- Prepare record drawings.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Granite Falls - 2016 Roadway and Utility Improvements Project Administration and Construction Inspection

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	Field Inspector Hours	AutoCAD/GIS Manager/Graphic Artist Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Surveying			8			52	68
2 Submittals		30	76				
3 Project Administration	32	66	124				
4 Construction Inspection				820			
5 Record Drawings		16	40		62		
Hour Estimate:	32	112	248	820	62	52	68
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$75 to \$118	\$92 to \$118	\$92 to \$118	\$109 to \$128	\$144 to \$210
Estimated Fully Burdened Billing Rate:*	\$140	\$130	\$85	\$113	\$150	\$125	\$200
Fully Burdened Labor Cost:	\$4,480	\$14,560	\$21,080	\$92,660	\$9,300	\$6,500	\$13,600

Total Fully Burdened Labor Cost: \$ 162,180

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 3,304

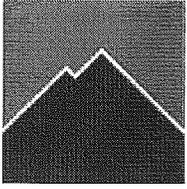
Printing \$ 3,000

Subconsultant: Cultural and Historical \$ 3,300

Subconsultant Overhead (10%) \$ 330

TOTAL ESTIMATED COST: \$ 172,114

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



GRANITE FALLS

CITY COUNCIL AGENDA BILL

Subject:

AB 057-2016 Consideration of 2016 Public Works Water Meter Purchase.

Meeting Date: Wednesday, April 6, 2016

Date Submitted: April 1, 2016

Originating Department: Public Works

Action Required:

Authorize Purchase

Clearances:

- Mayor
- Police
- Public Works
- Attorney
- Engineering
- Planning
- Other: _____

Exhibits:

- Exhibit A - Water Meter Bid Summary
- Exhibit B - Quote from General Pacific
- Exhibit C - Quote from National Meter and Automation
- Exhibit D - Quote from HD Supply

Budgeted Amount:

594.34.64.03 = \$70,000.00

Summary Statement:

This order includes 288 3/4" meters, seven 1" meters, four 1 1/2" meters and six 2" meters. All water meters are radio read meters. We currently have less than 50 water meters in stock. This order will cover the water meters needed for the South Granite Avenue Phase IV project and the LID project.

Background:

In 2011/12, the City elected to begin a water meter replacement program that targeted changing out the systems 1,187 water meters, with a Badger radio read meter. This is in continuation of the original program. The estimated project completion date in 2013, was 2018. Currently 39% of the system has been converted.

Recommended Motion:

- 1) Motion to approve the water meter purchase from General Pacific, in an amount not to

exceed \$67,305.65 and authorize the City Manager to sign.

City of Granite Falls 2016 water meter bid summary

The following bids reflect the per unit cost for multiple sizes of meters as well as the total cost for the 2016 order. General Pacific, Inc. provided the lowest bid received. All figures include Washington State Sales Tax, please note, pricing on the bids and bid summary reflect an 8.6% Sales tax. As of April 1, 2016 Granite Falls Sales Tax increased to 8.9%, the Motion price reflects 8.9%. Due to the order size, there is no charge for freight.

GENERAL PACIFIC, INC.

5/8 WATER METER.....	\$185.00
1" WATER METER.....	\$281.00
1-1/2 WATER METER.....	\$518.00
2" WATER METER.....	\$681.00
 GRAND TOTAL FOR THE 2016 ORDER.....	\$67,120.23

NATIONAL METER AND AUTOMATION, INC.

5/8 WATER METER.....	\$190.00
1" WATER METER.....	\$300.00
1-1/2 WATER METER.....	\$520.00
2" WATER METER.....	\$690.00
 GRAND TOTAL FOR THE 2016 ORDER.....	\$68,461.44

HD SUPPLY WATERWORKS

5/8 WATER METER.....	\$241.18
1" WATER METER.....	\$354.12
1-1/2 WATER METER.....	\$632.94
2" WATER METER.....	\$824.71
 GRAND TOTAL FOR THE 2016 ORDER.....	\$86,248.71

ORDER ACKNOWLEDGEMENT

General Pacific, Inc.
 P.O. Box. 70
 Fairview, OR 97024
 USA
 503-907-2900

Order Number	
1131506	
Order Date	Page
2/29/2016 06:32:27	1 of 2

Bill To:

Granite Falls, City of
 PO Box 1440
 Granite Falls, WA 98252-1440
 US

Ship To:



Granite Falls, City of
 206 S Granite Ave
 Granite Falls, WA 98252
 US

1-360-691-6441

Attn: Ms. Becky Aiken

Ordered By: Mr. Charles White

Customer ID: 105174

<i>PO Number</i>		<i>Ship Route</i>		<i>Taker</i>				
Charles 2-29-16		ANY		JVANCLEAVE				
<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
288.0000	0.0000	288.0000	EA	1.0	D BAD M25-X-1C61-F-40-ME63 M25 Meter, BIA, CF, CI Bot RTR ORION ME Bronze Meter, Seal Screw, RTR Register, 3' Lead, Orion ME Transmitter, Data Profiling, Pit Metal, Through the Lid Mounting Kit Reading In Cubic Feet	EA 1.0	185.0000	53,280.00
7.0000	7.0000	0.0000	EA	1.0	BAD M170-R-1C61-0-00 M170 2" Meter, Bare, NSF61 2 Bolt Elliptical Flange	EA 1.0	681.0000	4,767.00
7.0000	0.0000	7.0000	EA	1.0	S BAD M170-0-0000-F-40-ME63 M170 2" RTR Orion ME, No Meter Seal Screw, RTR Register, 3' Lead, Orion ME Transmitter, Data Profiling, Pit Metal, Through the Lid Mounting Kit Reading In Cubic Feet	EA 1.0	0.0000	0.00
4.0000	1.0000	3.0000	EA	1.0	B BAD M120-R-1C61-X-00 M120 1-1/2" Bare Meter NSF61	EA 1.0	518.0000	2,072.00
4.0000	0.0000	4.0000	EA	1.0	S BAD M120-0-0000-F-40-ME63 M120 1-1/2" RTR Orion ME, No Meter Seal Screw, RTR Register, 3' Lead, Orion ME Transmitter, Data Profiling, Pit Metal, Through the Lid Mounting Kit Reading In Cubic Feet	EA 1.0	0.0000	0.00
6.0000	6.0000	0.0000	EA	1.0	BAD M55-R-1C61-X-00 M55 1" NSF61 Bare Meter Cast Iron Bottom	EA 1.0	281.0000	1,686.00
6.0000	0.0000	6.0000	EA	1.0	S BAD M55-0-0000-F-40-ME63 RTR Orion ME, for M55 Meter Seal Screw, RTR Register, 3' Lead, Orion ME Transmitter, Data Profiling, Pit Metal, Through the Lid Mounting Kit, Reading In Cubic Feet	EA 1.0	0.0000	0.00

ORDER ACKNOWLEDGEMENT

General Pacific, Inc.
P.O. Box. 70
Fairview, OR 97024
USA
503-907-2900

Order Number	
1131506	
Order Date	Page
2/29/2016 06:32:27	2 of 2

Total Lines: 7

SUB-TOTAL: 61,805.00
TAX: 5,315.23
AMOUNT TENDERED: 0.00
AMOUNT DUE: 67,120.23
U.S. Dollars



NATIONAL

METER AND AUTOMATION, INC.

QUOTATION

2250 Apollo Way, Suite 300
 Santa Rosa, CA 95407
 Phone: 707.575.0700
 Fax: 707.575.3786

DATE: March 15, 2016
 QUOTED BY: Jordan Sharp
 CUSTOMER EMAIL: charles.white@ci.granite-falls.wa.us

BILL TO: Granite-Falls

SHIP TO: Granite-Falls

SALESPERSON	PAYMENT TERMS	SHIPPING METHOD	SHIPPING TERMS	SUBJECT TO REVIEW
KR	Net 30 Days	Best Way	FOB Santa Rosa, CA	June 30, 2016

QTY	Product Description	UNIT PRICE	AMOUNT
288	5/8"x3/4" Badger Model 25 Bronze Disc Meter w/ Bronze Bottom, RTR Register, Orion ME Transmitter	\$ 190.00	\$ 54,720.00
7	1" Badger Model 55 Bronze Disc Meter w/ Bronze Bottom, RTR Register, Orion ME Transmitter	\$ 300.00	\$ 2,100.00
4	1-1/2" Badger Model 120 Bronze Disc Meter w/ Bronze Bottom, RTR Register, Orion ME Transmitter	\$ 520.00	\$ 2,080.00
6	2" Badger Model 170 Bronze Disc Meter w/ Bronze Bottom, RTR Register, Orion ME Transmitter	\$ 690.00	\$ 4,140.00

Sales Tax:
 Est. Lead Time: 4-6 Weeks

SUBTOTAL	\$	63,040.00
SALES TAX	5421.44	Add
FREIGHT	WAIVED	Add
TOTAL	\$	63,040.00

THANK YOU FOR YOUR BUSINESS!! TOTAL w/wsst 68,461.44

Bid Proposal for Granite Falls Water Meter Quot

CUSTOMER

All Bidders

Job

Granite Falls Water Meter Quot
Bid Date: 03/21/2016 02:00 p.m.

CONTACT

Sales Representative

Micheal Mattheisen
(M) 206-730-0902
(T) 360-651-1147
(F) 360-651-1151
(E) Micheal.Mattheisen@hdsupply.com

HD Supply Waterworks

4106 - 134th St NE
Marysville, WA 98271
(T) 360-651-1147

NOTES



Bid Proposal for Granite Falls Water Meter Quot

All Bidders

Bid Date: 03/21/2016 02:00 p.m.

HD Supply Bid #: 68248

HD Supply Waterworks

4106 - 134th St NE

Marysville, WA 98271

Phone: 360-651-1147

Fax: 360-651-1151

Seq#	Qty	Description	Units	Price	Ext Price
10	288	5/8X3/4 M25 METER W/ORION	EA	241.18	69,459.84
20	6	2" M170 METER W/ORION	EA	824.71	4,948.26
30	4	1-1/2" M120 METER W/ORION	EA	632.94	2,531.76
40	7	1" M55 METER W/ORION	EA	354.12	2,478.84
				Sub Total	79,418.70
				Tax	6,830.01
				Total	86,248.71

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.