

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
August 13, 2015**

7:00 PM CALL TO ORDER - Pledge of Allegiance and Roll Call

CHANGES/ADDITIONS TO THE AGENDA

COMMENTS FROM THE PUBLIC: Citizens are requested to keep comments to a 3 minute maximum to allow time for everyone to speak. It is also requested that you complete a comment form for further contact.

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

- 1) Code Enforcement
- 2) Police Report
- 3) Volunteer Report

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council.

- 1) Approval of the July 23, 2015 Council Meeting Minutes
- 2) Approval of Vouchers – 2015
- 3) Water Conservation – Level I Declaration
- 4) Ordinance 1218-15 Zone Change

ACTION ITEMS:

- 1) Resolution 15-08 - Fire Hydrants
- 2) TIB Grant Application Approval – 2 projects
- 3) Timber Harvest Contract
- 4) Water Booster Pump Project
- 5) Garbage Rate Study – Professional Service Contract with Katy Issacson & Associates
- 6) Ordinance 1219-15 Nuisance Code
- 7) Ordinance 1220-15 Camping Nuisance Code
- 8) Ordinance 1221-15 Vehicle Nuisance Code
- 9) Interlocal Agreement – Building Inspection/Planning Services
- 10) Republic Services Recycling Rates
- 11) Declaration of Emergency – Main Pump Station

DISCUSSION: Time Permitting

- 1) Budget Workshops and Meeting Dates
- 2) Startup Water District

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session: Union Negotiations and Pending Litigation

Adjournment - 10:00 PM or at the conclusion of Council business.

ADA NOTICE: City of Sultan Community Center is accessible. Accommodations for persons with disabilities will be provided upon request. Please make arrangements prior to the meeting by calling City Hall at 360-793-2231. For additional information please contact the City at cityhall@ci.sultan.wa.us or visit our web site at www.ci.sultan.wa.us

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1

DATE: August 13, 2015

SUBJECT: Community Service Officer

CONTACT PERSON: Victoria Forte', Community Service Officer

STAFF RECOMMENDATION:

Receive Report, no action required

Animal Control

Code Enforcement

BACKGROUND:

Community Service Officer Report

| Start Date | Case # | Property Address | Owner Name | 1st | 2nd | moet recent | Final | Project lead |
|------------|--------|-----------------------------|---------------------------|-----------|-----------|-------------|-----------|--------------|
| 6/18/2015 | 15-544 | 928 Stevens Avenue | Igers of Mason | | | | | |
| 6/18/2015 | 15-545 | 405 High Street | Mason | 6/25/2015 | | | | |
| 6/18/2015 | 15-547 | XXX 9th Street | | 6/26/2015 | | | | |
| 7/7/2015 | 15-548 | 845 Garden Green Place | Paulson/George | | | | | |
| 6/18/2015 | 15-549 | 201 Skywall Drive | Griffith | 6/25/2015 | | | | |
| 6/18/2015 | 15-549 | 204 Skywall Drive | Martin | 7/7/2015 | | | | |
| 6/18/2015 | 15-550 | 208 Skywall Drive | Beuhler | 6/24/2015 | | | | |
| 6/18/2015 | 15-551 | 209 Skywall Drive | Marshall | 6/25/2015 | | | | |
| 6/18/2015 | 15-553 | 1306 Skywall Drive | Addington | 6/18/2015 | | | 6/25/2015 | |
| 5/20/2015 | 15-553 | 1327 Coir Road | | 6/25/2015 | | | | |
| 7/7/2015 | 15-555 | 415 W Stevens | Moran/Myuen | 5/20/2015 | | | 6/2/2015 | |
| 6/18/2015 | 15-556 | River Park Bridge underpass | BNSF County DNR | | | | | |
| 6/18/2015 | 15-556 | 708 5th Street | Champeaux | 7/7/2015 | | | | |
| 6/18/2015 | 15-557 | 310 Main Street | Robbins | 6/18/2015 | 6/25/2015 | | | |
| 6/18/2015 | 15-558 | 111 Main Street | Sultan III Main LLC | 6/25/2015 | | | | |
| 6/26/2015 | 15-559 | 102 2nd Street | Houwenier | 6/18/2015 | | | 6/26/2015 | |
| 6/4/2015 | 15-561 | 311 4th Street | HC Property Solutions LLC | | | | | |
| 6/18/2015 | 15-560 | 107 5th Street | Chick | 6/4/2015 | 6/29/2015 | | | 7/2015 |
| 6/18/2015 | 15-561 | 401 2nd Street | Everts | 6/18/2015 | | | | |
| 6/18/2015 | 15-561 | 505 1st Street | Nixon | 6/25/2015 | | | 6/25/2015 | |
| 6/18/2015 | 15-562 | 483 Marilyn Lane | Homer | 6/25/2015 | | | | |
| | | 13801 310th Ave SE | | | | | | |

*******FORMAT CHANGE*******

| Start Date | Case # | Property Address | Owner Name | Description of Violation | 1st due | 2nd due | contact with owner | permit issued | Final |
|------------|--------|----------------------------------|----------------------|--|------------|------------|--------------------|---------------|------------|
| 6/23/2015 | 15-564 | 415 W Stevens | Moran/Myuen | No permit for construction, demo or remodel stop work order issued | 6/24/2015 | | | 7/14/2015 | 7/14/2015 |
| 6/23/2015 | 15-565 | Parcel # | Stocking/Rowe | No permit for construction, demo or remodel stop work order issued | 6/24/2015 | | see file | | |
| 6/23/2015 | 15-566 | 202 Alder Avenue | Van Horn | No permit for construction, demo or remodel stop work order issued | 6/24/2015 | | | 06/29/2015 | |
| 6/23/2015 | 15-567 | 516 Stevens Avenue | Turner | Blue tarp over City easement | 7/17/2015 | | | 06/29/2015 | 7/24/2015 |
| 6/24/2015 | 15-568 | 615 Main Street | Buiter/Dalmasio | Illegal dwelling trailer coach | 6/17/2015 | 6/24/2015 | | 06/29/2015 | |
| 6/26/2015 | 15-569 | 14310 330th Ave SE | Arkson/Hammer | unsecured property | 6/26/2015 | | | see ord | 8.2015 |
| 6/26/2015 | 15-570 | 1117 Yew Avenue | Secretary of Housing | construction of hazards on back deck without permit or inspection | 6/26/2015 | | | none needed | 07/01/2015 |
| 6/26/2015 | 15-571 | 1120 Yew Avenue | Drecol | accumulations of lumber, fire hazard, potential dwelling for vermin | 6/26/2015 | | | | |
| 7/8/2015 | 15-572 | 511 3rd Street | Neyer | vegetation, fire hazard | 6/26/2015 | 07/01/2015 | | | |
| 7/16/2015 | 15-573 | 323 Marcus Street | Walton | No permit for construction, new deck and remodel | 7/9/2015 | | | | 7/23/2015 |
| 7/16/2015 | 15-574 | 706 Salem Run | Walton | illegally parked trailer | 8/1/2015 | | | | 7/24/2015 |
| 07/16/2015 | 15-575 | 14430 Sultan Basin Road | SES district | no permit/new gazebo | n/a | n/a | | | |
| 11/17/2014 | 14-352 | Marcus Street Mobile Park | Maxwell | fence permit (work done by road construction crew) informational only | | | | | |
| 7/24/2015 | 15-577 | 308 Cedar Street | Oleon | illegal accessory units (dwellings and buildings), trash, fencing, additions with no permits | 08/19/2015 | | | | |
| 7/24/2015 | 15-578 | 716 Dale Avenue | Nelson | vehicle obstructing ROW, inhabited trailer coach | 7/24/2015 | | | | 7/24/2015 |
| 06/30/2015 | 14-308 | 405 3rd Street | O'Dell | Parking obstruction | 8/15/2015 | | | | |
| 08/06/2015 | 15-579 | 215 Alder Avenue | | Vegetation, encroachment on sidewalk | 08/06/2015 | | | | |
| 08/06/2015 | 15-580 | 301 3rd Street | | Roof - no permit | 08/15/2015 | | | | |
| 15/581 | | 307 2nd Street | | Vegetation, encroachment on sidewalk driveway | 08/15/2015 | | | 08/06/2015 | 8/6/2015 |
| 15/582 | | 7th Street thru Fir/High Avenues | City ROW | | | | | | |
| 15/583 | | Raspberry Lane | | Parking prohibited illegal signage posted by citizen | | | | | |
| 15/584 | | SES | SES district | illegal garage conversion | | | | | |
| | | | | Trees obstructing PUD lines | | | | | |

| Start Date | Case # | Property Address | Owner Name | Usable Structure, building or fence | Parked Cars/Trailers on Property/Street | Over-encroaching board | Sign Obstruction/POV care | Accumulation of rubbish / Trash | No permit/re and post construction | Illegal Building structure/conversion | Unlicensed Property | Unlicensed trailer coaches | Other | 1st | 2nd | most recent | Final | Project lead |
|------------|--------|---------------------------|--------------------------|-------------------------------------|---|------------------------|---------------------------|---------------------------------|------------------------------------|---------------------------------------|---------------------|----------------------------|-------|------------|------------|-------------|--------------|--------------|
| 11.2014 | 14.350 | 209 Dale Ave | Widiger | x | x | x | x | x | x | x | x | x | | | | | | |
| 11.17.2014 | 14.351 | 513 3rd Street | Sala Quad Properties | x | x | x | x | x | x | x | x | x | | 11.3.2014 | | 6.18.2015 | 11.17.2014 | |
| 12.1.2014 | 14.352 | Marcus Street/Mobile Park | Maxwell | x | x | x | x | x | x | x | x | x | | 1.26.2015 | 2.2.2015 | 6.18.2015 | | |
| 12.1.2014 | 14.353 | 602 8th Street | enclosure | x | x | x | x | x | x | x | x | x | | 12.1.2014 | 11.4.2014 | 1.20.2015 | 1.26.2015 | |
| 12.1.2014 | 14.354 | 310 Main Street | Robbins | x | x | x | x | x | x | x | x | x | | 12.1.2014 | 01.06.2015 | 1.20.2015 | 2.10.2015 | |
| 01.13.2015 | 15.500 | 811 Dyer Road | Tucker | x | x | x | x | x | x | x | x | x | | 1.26.2015 | 2.5.2015 | 2.23.2015 | | |
| 01.14.2015 | 15.501 | Pastime Building | Chlick | x | x | x | x | x | x | x | x | x | | 01.13.2015 | | 2.10.2015 | | |
| 01.20.2015 | 15.502 | 1209 SR2 | enclosure | x | x | x | x | x | x | x | x | x | | 1.26.2015 | 1.30.2015 | 2.23.2015 | | |
| 5/20/2015 | 15.504 | 410 Willow Avenue | Kohler | x | x | x | x | x | x | x | x | x | | 1.26.2015 | 1.30.2015 | 2.23.2015 | 3.30.2015 | |
| 1.20.2015 | 15.505 | 1220 Lovas Hill Drive | Kollath | x | x | x | x | x | x | x | x | x | | 6.26.2015 | | | | |
| 1.20.2015 | 15.506 | 306 8th Street | bank owned | x | x | x | x | x | x | x | x | x | | 6.26.2015 | | | | |
| 1.20.2015 | 15.507 | 14310 330th Ave SE | Messenger | x | x | x | x | x | x | x | x | x | | 6.26.2015 | | | | |
| 1.26.2015 | 15.508 | 33108 132nd Street SE | Hammer/Arkison (trustee) | x | x | x | x | x | x | x | x | x | | 1.21.2015 | | | see 15.539 | |
| 1.26.2015 | 15.509 | 804 Elm Street | Repo | x | x | x | x | x | x | x | x | x | | 1.26.2015 | 2.9.2015 | | pending | |
| 01.12.2015 | 15.510 | 715 Main Street | RP Kuchler/RGW | x | x | x | x | x | x | x | x | x | | 1.26.2015 | | | 2.2015 | |
| 01.20.2015 | 15.511 | 802 Fir Avenue | Neilson | x | x | x | x | x | x | x | x | x | | 1.26.2015 | | | 1.2015 | |
| 02.02.2015 | 15.512 | High8th | Spot | x | x | x | x | x | x | x | x | x | | 01.20.2015 | | | Civil/submit | |
| 6.24.2015 | 15.513 | 106 4th Street | Meyor | x | x | x | x | x | x | x | x | x | | 6.26.2015 | | | 2.2015 | |
| 01.26.2015 | 15.514 | 33226 132nd St SE | Wall | x | x | x | x | x | x | x | x | x | | 2.9.2015 | | | Final | |
| 01.26.2015 | 15.515 | 13516 210th Ave SE | Stephens | x | x | x | x | x | x | x | x | x | | 6.3.2015 | | | Final | |
| 2.24.2015 | 15.516 | 515 Alder Avenue | Lopez | x | x | x | x | x | x | x | x | x | | 2.23.2015 | | | ok'd | 6.11.2015 |
| 2.23.2015 | 15.517 | 607 Alder Avenue | Repo | x | x | x | x | x | x | x | x | x | | 2.23.2015 | | | pending | |
| 02.23.2015 | 15.518 | 611 Alder Avenue | Repo | x | x | x | x | x | x | x | x | x | | 2.23.2015 | | | 3.30.2015 | |
| 03.30.2015 | 15.519 | 521 1st Street | Chase Bank | x | x | x | x | x | x | x | x | x | | | | | | |
| 03.30.2015 | 15.520 | 207 1st Street | Chase Bank | x | x | x | x | x | x | x | x | x | | | | | | |
| 03.03.2015 | 15.521 | 518 1st Street | Green | x | x | x | x | x | x | x | x | x | | | | | | |
| 03.03.2015 | 15.522 | 33405 SR2 | Burds | x | x | x | x | x | x | x | x | x | | | | | | |
| 03.03.2015 | 15.523 | 403 Hemlock Court | Burdett | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.18.2015 | 15.524 | 410 Main Street | Burdett | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.05.2015 | 15.525 | 310 Main Street | Burdett | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.05.2015 | 15.526 | 306/307 Main Street | Burdett | x | x | x | x | x | x | x | x | x | | | | | | |
| 04.27.2015 | 15.528 | 107 Ash Avenue | Stenchever/pending repo | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.19.2015 | 15.528 | 301 First Street | Stenchever/pending repo | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.11.2015 | 15.529 | 4th Street/Fir Avenue | Seigel | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.19.2015 | 15.500 | 1015 Dyer Road | Eilenberger | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.19.2015 | 15.531 | 1110 Dyer Road | Knight | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.19.2015 | 15.532 | 911 Dyer Road | Canigan | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.19.2015 | 15.533 | 808 Dyer Road | Everett | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.534 | 15-534 | Meister | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.535 | 519 3rd Street | Campbell | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.536 | 516 3rd Street | Campbell | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.537 | Vacant Lot 8th Street | Robinson | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.538 | 703 High Avenue | Micklenize | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.539 | 712 10th Lane | Loudenslager | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.540 | 306 8th Street | Messenger | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.541 | 513 3rd Street | HUD | x | x | x | x | x | x | x | x | x | | | | | | |
| 05.20.2015 | 15.541 | 510 9th Street | Heinzen | x | x | x | x | x | x | x | x | x | | | | | | |
| 6.2.2015 | 15.541 | 838 Salmon Run North | Houwenier | x | x | x | x | x | x | x | x | x | | | | | | |
| 6.3.2015 | 15.542 | 305 3rd Street | Houwenier | x | x | x | x | x | x | x | x | x | | | | | | |
| 6.18.2015 | 15.543 | 301 3rd Street | Hassler/Florentine | x | x | x | x | x | x | x | x | x | | | | | | |

| Start Date | Case # | Property Address | Owner Name | Unsafe Structure: building or fence | Noxious Weeds on Property/Street | Over-crowded hazard | Sight Obstruction(s)/ROW care | Vehicle Dismantling | No permit/business license | Accumulation of rubbish / Trash | Legal building structure | ADU's/ Inhabited trailer coaches | Other | 1st | 2nd | most recent | Final | Project lead |
|------------|--------|-------------------------------|------------------------|-------------------------------------|----------------------------------|---------------------|-------------------------------|---------------------|----------------------------|---------------------------------|--------------------------|----------------------------------|-------|------------|------------|---------------------------|--------------------------------|--------------|
| 6.3.2014 | 14.307 | 1220 Loves Hill Drive | Gutierrez | x | | | | | | | | | | 6.3.2014 | | | 8.4.2014 | |
| 6.3.2014 | 14.308 | 406 3RD Street | PENDING REPO | x | | | | | | | | | | 6.3.2014 | | | | |
| 6.3.2014 | 14.309 | 716 Date Street | Nelson | x | | | | | | | | | | 6.3.2014 | | | | |
| 6.3.2014 | 14.310 | Date Street Condo ROW | HOA | x | | | | | | | | | | 6.3.2014 | | | | |
| 6.9.2014 | 14.311 | 511 7th Street | Bielstein | x | | | | | | | | | | 6.9.2014 | | | 6.9.2014 | |
| 6.10.2014 | 14.312 | 802 Main Street | McLean | x | | | | | | | | | | 6.10.2014 | 6.16.2014 | | 10.15.2014 | |
| 6.10.2014 | 14.313 | SR2 and Rice Road Lot | Noyes | x | | | | | | | | | | 6.10.2014 | | | unfounded | |
| 6.10.2014 | 14.314 | 106 4th Street | Meyer | x | | | | | | | | | | 6.10.2014 | | | 6.16.2014 | |
| 6.10.2014 | 14.315 | 503 Lois Lane | pending repo | x | | | | | | | | | | 6.10.2014 | | | 1.27.2015 | |
| 6.10.2014 | 14.316 | 407 High Avenue | Buchanan | x | | | | | | | | | | 6.10.2014 | 6.23.2014 | 8.5.2014 | 08.26.2014 | |
| 6.23.2014 | 14.317 | 409 Alder Avenue | US National Bank | x | | | | | | | | | | 7.9.2014 | | | 8.4.2014 | |
| 6.23.2014 | 14.318 | 202 Birch Avenue | Methodist Church | x | | | | | | | | | | 6.24.2014 | | | 08.26.2014 | |
| 6.24.2014 | 14.319 | 1054 5th Street | repo | x | | | | | | | | | | 6.24.2014 | 07.01.2014 | | 10.13.2014 | |
| 6.24.2014 | 14.320 | 304 Woodwind Place | Allen | x | | | | | | | | | | 8.11.2014 | | | Fence permit OK | |
| 6.24.2014 | 14.322 | 13974 Cedar Court | Woods | x | | | | | | | | | | 8.11.2014 | | | 10.13.2014 | |
| 6.24.2014 | 14.322 | 14511 Sullan Basin Road | Houvenier | x | | | | | | | | | | 6.24.2014 | | not lived in | 08.11.2014 | |
| 6.24.2014 | 14.323 | 704 & 705 Alder Avenue | Gurbax/Sarbilit | x | | | | | | | | | | 7.28.2014 | | | 10.13.2014 | |
| 07.21.2014 | 14.324 | 201 8th Street | Burke | x | | | | | | | | | | 7.28.2014 | | | | |
| 07.21.2014 | 14.325 | 1119 Dyer Road | Finch | x | | | | | | | | | | 8.12.2014 | | | | |
| 07.22.2014 | 14.326 | 1019 Merrea Lane | Andersson | x | | | | | | | | | | 8.12.2014 | | | | |
| 07.22.2014 | 14.327 | 32821 Cascade View | Pearson | x | | | | | | | | | | 08.11.2014 | seasonal | pending | | |
| 8.4.2014 | 14.328 | 1114 Loves Hill Drive | Safe Guard Properties | x | | | | | | | | | | 8.4.2014 | | | Final | |
| 8.5.2014 | 14.329 | 1115 Merrea Lane | Lemke | x | | | | | | | | | | 08.25.2014 | | | 01.06.2015 | |
| 8.5.2014 | 14.330 | 308 Cedar | Olson | x | | | | | | | | | | 8.13.2014 | | | | |
| 8.5.2014 | 14.331 | Post Office | City of Sullan | x | | | | | | | | | | 8.5.2014 | | | 8.11.2014 | |
| 8.5.2014 | 14.332 | 410 Main Street | Same Investment Co LLC | x | | | | | | | | | | 8.5.2014 | 8.11.2014 | | 10.06.2014 | |
| 8.5.2014 | 14.333 | 602 Fir Ave | Broughton | x | | | | | | | | | | 8.11.2014 | | | 8.25.2014 | |
| 8.5.2014 | 14.334 | 925 Loves Hill Drive/easement | Schewing | x | | | | | | | | | | 08.25.2014 | | | unfounded | |
| 8.5.2014 | 14.335 | 215 Birch Street | Zacksther | x | | | | | | | | | | 08.25.2014 | | | | |
| 09.16.2014 | 14.336 | 711 8th Street | Young | x | | | | | | | | | | 1.28.2015 | | | 2.20.2015 | |
| 09.16.2014 | 14.337 | 721 Depot Lane | Spott | x | | | | | | | | | | 1.28.2015 | | | Moved to current place on list | |
| 09.16.2014 | 14.338 | 12817 31st Avenue | Spott | x | | | | | | | | | | 10.13.2014 | | | 2.2015 | |
| 09.16.2014 | 14.339 | 28083200206100 | Birge | x | | | | | | | | | | 10.13.2014 | 1.21.2015 | 1.27.2015 | | |
| 09.16.2014 | 14.340 | 325 Marcus Street | Gessup | x | | | | | | | | | | 09.16.2014 | | | 10.13.2014 | |
| 09.23.2014 | 14.341 | 302 3rd Street | Fox | x | | | | | | | | | | | | | | |
| 09.23.2014 | 14.342 | 617 Main Street | Moreno | x | | | | | | | | | | 11.4.2014 | | | 1.27.2015 | |
| 09.23.2014 | 14.343 | 705 Main Street | Phillips | x | | | | | | | | | | 11.4.2014 | | | 1.27.2015 | |
| 09.29.2014 | 14.344 | 317 SR2 | City of Sullan | x | | | | | | | | | | 09.30.2014 | | Waiting for PUD to remove | 1.27.2015 | |
| 9.29.2014 | 14.345 | 101 Birch Avenue | Phillips | x | | | | | | | | | | 1.28.2015 | | | | Committee |

| 2015 | Sent to rescue | Euthanized | Dog at Large/ leash law violation | Barking Dog/Crowing Rooster Complaints | Dead on arrival (DOA) | Abandoned Animal Complaint | Aggressive Animal Complaints | Bite Dogs/Cats | Cruelty/Neglect | Investigation Complaints | Cat Complaints and/or Calls | Other... i.e. horses and chickens | wildlife |
|---------------|----------------|------------|-----------------------------------|--|-----------------------|----------------------------|------------------------------|----------------|-----------------|--------------------------|-----------------------------|-----------------------------------|----------|
| January | 0 | 0 | 17 | 2 | 0 | 3 | 0 | 2 | 3 | 3 | 1 | | |
| February | 0 | 0 | 13 | 1 | 0 | 1 | 0 | 1 | 4 | 4 | 0 | | |
| March | 0 | 0 | 15 | 2 | 0 | 2 | 0 | 3 | 2 | 2 | 2 | | |
| April | 0 | 0 | 17 | 3 | 2 | 0 | 4 | 0 | 1 | 5 | 1 | | |
| May | 2 | 0 | 18 | 1 | 1 | 0 | 6 | 2 | 1 | 4 | 0 | | |
| June | 2 | 0 | 17 | 10 | 3 | 1 | 2 | 1 | 2 | 7 | 5 | 2 | |
| July | 4 | 0 | 19 | 3 | 2 | 0 | 4 | 0 | 2 | 4 | 3 | 3 | |
| August | | | | | | | | | | | | | |
| September | | | | | | | | | | | | | |
| October | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | |
| Yearly Totals | | | | | | | | | | | | | |



Notable Events of July 2015

Mission: To provide safe communities through dedication and professional service.

Vision: Snohomish County will have a Sheriff's Office that is community-minded, progressive and professional.

Values: Integrity, Dignity, Commitment and Pride in our service.

The numbers of reported burglaries in Sultan in the month of July from 2014 to 2015 have gone down from 3 reported burglaries in 2014 to 2 reported burglaries in 2015. This is a good improvement and is very important for a general welfare and feeling of security in Sultan. As stated in the past, I believe this improvement is due to the arrest of several individuals in the community whom we know were responsible for these types of crimes and the improvement in our investigations.

The numbers of infractions written inside the City of Sultan was 24 in the month of July this year and 48 last year. The number of collisions and traffic problems were both slightly higher. This remains an issue in need of more focus and emphasis by our deputies.

The 4th of July had a lower than normal call load and we had all available deputies scheduled to be working that night. We found the vast majority of folks were very careful and respectful of the very dry conditions. There were several fires that night but it could have been much worse. I thank everyone for their good behavior.

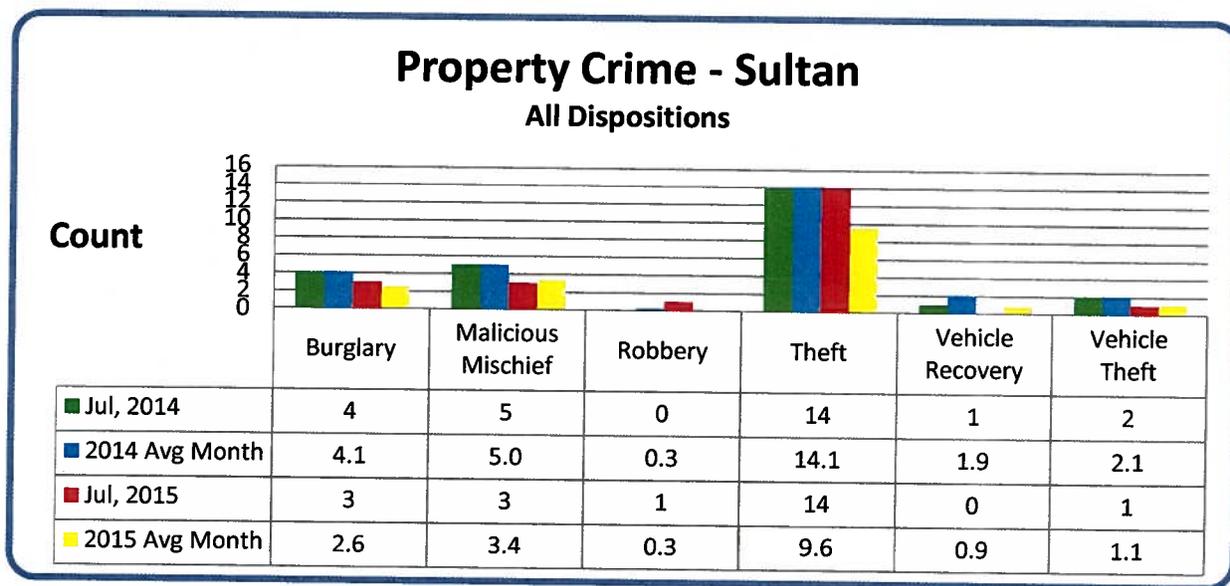
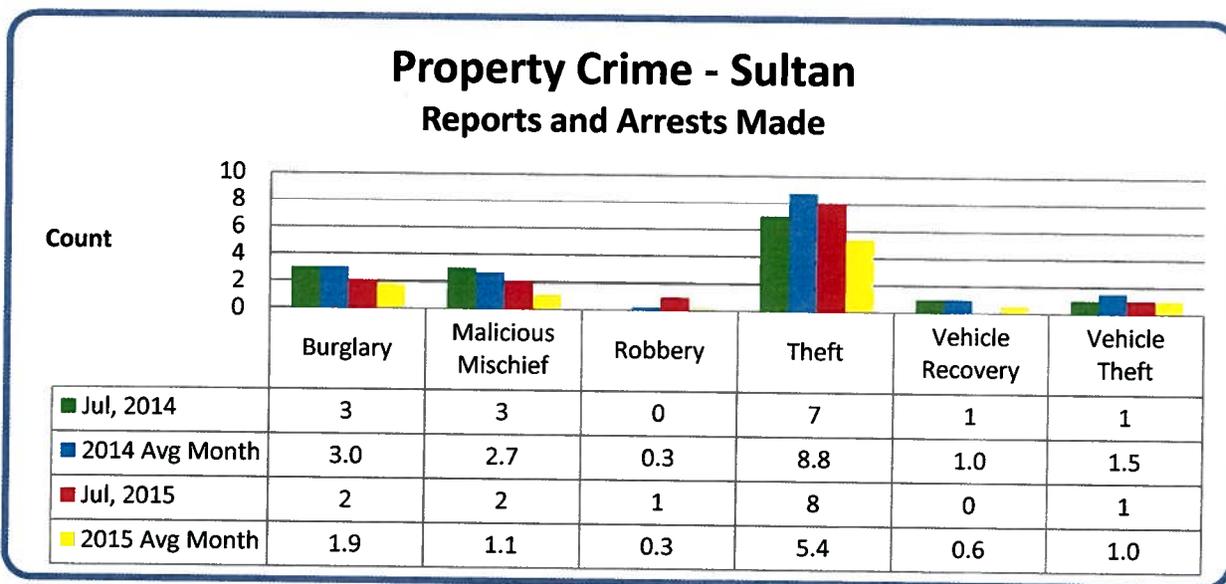
There was one reported Robbery in Sultan in the month of July. There were threats made to someone and property taken which is classified as a Robbery 2 (The taking of property from another by threat of force). There were no weapons used.

We have made some progress on several properties in town where criminal behavior is thought to be taking place. We hope to continue to apply pressure to these properties to make Sultan safer in the future.

Be good,

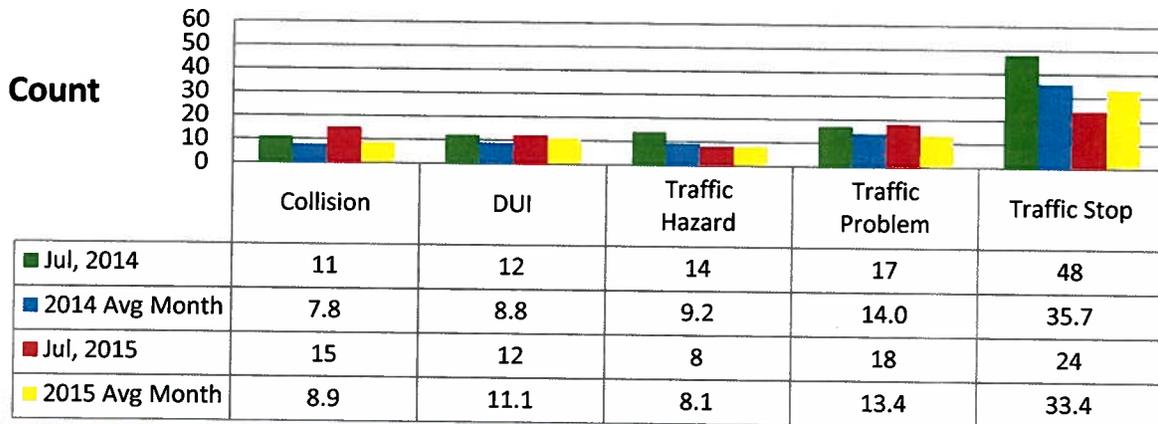
Lt. Monte Beaton
425-388-6260

The following charts compare calls for service in the reporting month to the same month in the previous year and provide a monthly average (Typical Month) in each category. Data displayed is for all dispatch groups provided service by the Sultan (PP) Police agency.



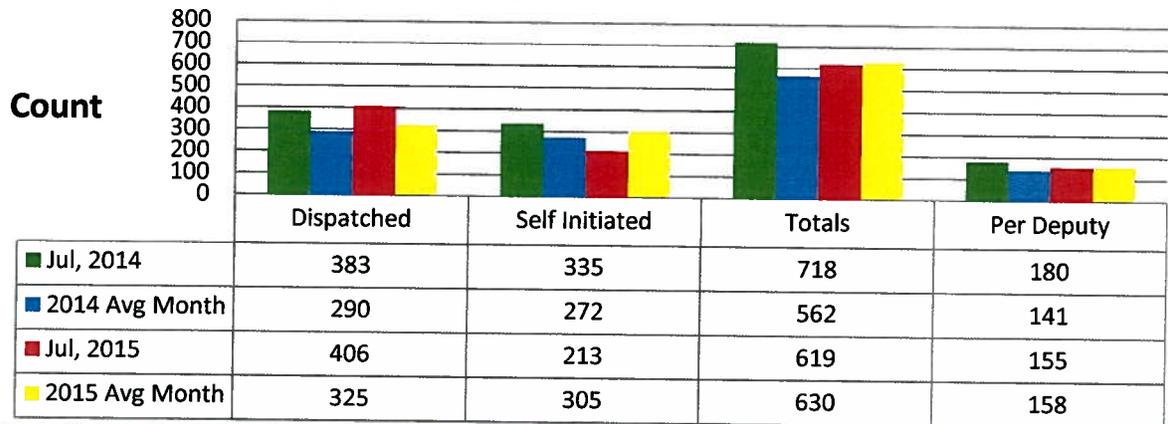
Traffic Calls - Sultan

All Dispositions



Calls By Source - Sultan

All Dispositions



Notes: Dispatched: SNOPAC or Citizen generated – dispatched calls for service
 Self-Initiated: Calls initiated by deputies
 Per Deputy: Total divided by number of assigned personnel (4 deputies)

Report presented by Sultan Chief of Police Lt. Monte Beaton
 Table and charts compiled by Volunteer Ray Coleman

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item : SR- 3

Date: August 13, 2015

SUBJECT: Volunteer Program Staff Report for the First Half of 2015

CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator



ISSUE:

City Council to review the CITYWIDE PRIDE Volunteer Program Staff Report for the First Half of 2015.

STAFF RECOMMENDATION:

No action required

CITY-WIDE PRIDE VOLUNTEER PROGRAM

By Donna Murphy, Volunteer Coordinator

Staff Report

FIRST HALF 2015

SUMMARY

Volunteer hours are very difficult to capture because volunteers for the most part are modest and private about what they give to their community. Based on input from the volunteers who report their hours, it is my best estimation that an average of **533 hours** is donated by volunteers each month to their community.

TOTAL VOLUNTEER HOURS DONATED TO THE CITY OF SULTAN FOR THE FIRST HALF OF 2015:

6,875 Hours X \$27.54 per hour = \$189,337 Value to the City of Sultan

5 ½ YEAR TOTAL FOR VOLUNTEER HOURS: \$51,107
5 ½ YEAR TOTAL FOR VOLUNTEER WORK VALUE: \$1,407,487

| | Number of Hours | Total Value |
|------------------------|-----------------|------------------|
| 2015 First Half | 6,875 | \$189,337 |
| 2014 | 14,450 | \$386,104 |
| 2013 | 9,187 | \$208,453 |
| 2012 | 6,672 | \$145,383 |
| 2011 | 8,653 | \$184,828 |
| 2010 | 5,270 | \$112,567 |

- Dollar value is based on the Independent Sector's hourly rate of volunteer service.
http://independentsector.org/volunteer_time

SULTAN HIGH SCHOOL SENIOR PROJECTS – Friday, May 8, 2015

11 Community Volunteers listening to and evaluating Sultan High School Senior's Project presentations. **Much of the communication with SHS staff and volunteer recruitment was done by a Volunteer.**

11 Volunteers

HOURS VOLUNTEERED: 92 Hours

BIKE RODO – June 6, 2015

HOURS VOLUNTEERED: 80 Hours



PAINTING MAIN STREET GAZEBO – Thursday, Jun 25, 2015

18 Volunteers worked most of the day painting the inside and outside of the Gazebo in preparation of Shindig.

HOURS VOLUNTEERED: 108 Hours

SULTAN SUMMER SHINDIG

| | |
|--------------------|-----------|
| Setup | 95 Hours |
| Logging Show | 250 Hours |
| Motorcycle Show | 40 Hours |
| Car Show | 50 Hours |
| Cleanup & Teardown | 10 Hours |
| Overall Assistance | 12 Hours |

HOURS VOLUNTEERED: 457 Hours

RETURN OF THE SALMON CELEBRATION PLANNING FOR SEPTEMBER 26, 2015

HOURS VOLUNTEERED: 40 Hours

SULTAN LIBRARY BOOK SALES & OTHER VOLUNTEERING

HOURS VOLUNTEERED: 367 Hours

COMMUNITY TASK FORCE – ONGOING WEEKLY MEETINGS

HOURS VOLUNTEERED: 720 Hours

PARK & CITY TRASH CLEANUP IN UNAPPROVED SITES

HOURS VOLUNTEERED: 768 Hours

BUILDING THE COMMUNITY GRDEN

HOURS VOLUNTEERED: 151 Hours

REESE AND OSPREY PARK BALL FIELD REPAIR & MAINTENANCE

HOURS VOLUNTEERED: 230 Hours

COMMUNITY BLOCK WATCH

HOURS VOLUNTEERED: 480 Hours

SULTAN PLANNING BOARD

5 members, 1 meeting per month and additional volunteering outside the meetings

HOURS VOLUNTEERED: 60 Hours

COFFEE WITH THE MAYOR – Every Friday Morning – Approximately 25 Attendees

HOURS VOLUNTERED: 600 Hours

OFFICE ASSISTANCE AND OTHER HELP

- One individual volunteers approximately **50 Hours per MONTH** community phone calling
 - 300 hours



- Six volunteers work exclusively for the Police Department preparing monthly Police Reports, mapping, Volunteer Patrol, etc. = Approximately 250 hours

HOURS VOLUNTEERED: 550 Hours

ADOPT A STREET AND PARK PROGRAM – CITYWIDE PRIDE

There are 16 miles of streets in Sultan ~ 13 of them have been adopted by community volunteers.

HOURS VOLUNTEERED: 169 Hours

FIRE HYDRANT ART VOLUNTEER PROGRAM

HOURS VOLUNTEERED: 13

CONTINUOUS COMMUNITYWIDE CLEANUP & VOLUNTEERING

Weeding Main Street Islands, Sultan Post Office, River Park, including the West Gateway Sign, River Park and the Pavilion and Veteran’s Memorial, Sportsmen Park, Traveler’s Park, Osprey and Reese Parks. Cutting blackberries in the parks, planting , mowing grass, sweeping and pressure washing Main Street, clearing storm drains, regular maintenance of the gateway sign located at Old Owen Road and US 2, and graffiti removal.

HOURS VOLUNTEERED: 1,990 Hours



**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: August 13, 2015
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the July 23, 2015 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – July 23, 2015

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: Seehuus, Walker, Davenport-Smith, Neigel, and Beeler. Absent: Naslund and McCarty.

CHANGES/ADDITIONS TO THE AGENDA:

Consent: Add excused absence of Councilmember McCarty.

PRESENTATIONS:**Volunteer Spotlight – Community Task Force**

In June 2014, Mayor Eslick formed the Community Task Force with a goal to address the challenges of homelessness, crime and helping the local youth. Since that time, the task force has grown to include community member support that is unprecedented. The task force now has three focuses:

1. Working to keep public parks and spaces free of garbage and debris.
2. Offering services to those who are seeking help.
3. Working with the youth to offer a better future.

They have been hard at work for over a year and can note how consistent efforts have made visible changes on the streets of Sultan. They want to continue this forward momentum and always welcome community member support and involvement. Calei Vaughn, Director of the Volunteers of America, Sky Valley Family Support Center is the facilitator of the Task Force and works closely with all of the volunteers at every level. Looking into the future, the Task Force is focusing on programs that will:

1. Provide credible and effective mentorship programs for youth.
2. Continue with the Main Street efforts to bring the community back together.
3. Keeping the parks and public spaces clean and available for everyone to feel safe and enjoy; while creating new, enjoyable space for everyone.

Calei provided an update on the work of the Task Force over the past year. The first focus was public spaces and helping people get off the streets and then they moved on to working with the youth to help them find jobs and get an education. Over the last year 150 tons of debris has been removed, the cleanup of the parks continues and several homeless have been provided with services. They partnered with everett community College and the Sultan School District to provide education opportunities for youth and developed a mentor program. The first National Night Out will be held in August at Osprey Park; playground equipment will be installed in Riverfront Park and they are working on a spray park and off lease dog park. Work on improvements to buildings on Main Street will make the city look more appealing. Thanked the City and other partners. Mayor Eslick presented a certificate of appreciation to the Task Force.

Council Presentation – AWC Conference

Councilmember Davenport-Smith and Seehuus provided an overview of what they learned at the AWC Conference in Wenatchee. The purpose of the conference is to bring cities together to share information and ideas. As a part of the Small Cities Advisory committee, the take away is a meeting was needed between the cities, schools, counties, AWC and the state to have a better understanding of each other and to address unfunded mandates that hurt the cities. Need to come to a solution on how to work together – no state shared funding available and the Public Works fund was swept again so no funds are available for projects. There was a meeting on disasters with cities that have had a major disasters in the last year. They shared the lessons learned which included having an emergency plan and practicing it; have good relation with the local media and update social media pages. Other topics include social media accounts, Say What – dealing with obnoxious remarks, transformation of bad areas in Wenatchee, upgrading railroad crossings and multi-generational councils.

CITY OF SULTAN COUNCIL MEETING – July 23, 2015

EXECUTIVE SESSION: On a motion by Councilmember Seehuus, seconded by Councilmember Davenport-Smith, the Council adjourned to executive session at 7:10 PM for forty minutes to discuss property acquisition. All ayes. The Council returned to regular session at 7:50 PM.

COMMENTS FROM THE PUBLIC:

Mary Lowry: Was informed by her neighbors that the owner of property on 124th wants to annex property into the City but the County Council voted not to include the area in the UGA. Neighbors are opposed to the annexation and will continue to keep the area rural. Don't spend time and money pursuing the annexation. Spend on the other things needed for the town.

Gerry Gibson: Asked if they were a business owner and customer came in would they give them service if they owed money. The city should not give services to those who have not paid for the services. Suggest ordinance that all property taxes must be paid before the city agrees to provide services such as comp plan change, permits or annexation. Not fair to others.

COUNCILMEMBER COMMENTS

Davenport-Smith: There is still a process to be followed for annexation and effected property owners would have to agree to annexation when they become part of the UGA.

Beeler: In regards to the UGA, the Council was upset that there was not enough communication with the property owners regarding the proposal to amend the UGA. Staff assumed the County would notify the property owners and that occurred very late in the process. The City understands the property owners don't want to be in the UGA. The city has received a request to annex property within the UGA and there are citizens that are concerned however, the property owner has a right to start the process. Understands Mr. Gibson's comments and some it makes sense that they should not give services that are not paid for. Fire hydrant exercise needs goals listed; Timber Ridge needs to maintain the overgrown trail system.

Ken Walker, City Administrator: the annexation property is inside the UGA and the owners can petition the city to annex. The County did not allow the expansion of the UGA in other areas. The three major water providers in Snohomish, King and Seattle will issue a statement next week on dealing with water shortage and conservation measures. Citizens need to be careful with fires due to the dry conditions. Repair work at timber Ridge will start at the end of August. The 2nd quarter Financial reports shows that fuel costs for the Garbage fund are down significantly.

Mayor Eslick: The eight-week CERT program will start up again in September. the Flagging certification program will be offered to the citizens. City of Vancouver asked citizens to water to prevent fires.

STAFF REPORTS – Written Reports Submitted and are on file in the Office of the City Clerk.

- 1) Public Works
- 2) Finance Report
- 3) Police Report – Sultan Shindig

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council. On a motion by Councilmember Davenport-Smith, seconded by Councilmember Seehuus, the consent agenda was approved as amended. Seehuus – aye; Walker – aye; Davenport-Smith – aye, Neigel – aye; Beeler - aye.

CITY OF SULTAN COUNCIL MEETING – July 23, 2015

- 1) Approval of the July 9, 2015 Council Meeting Minutes
- 2) Approval of the July 9, 2015 Public Hearing Minutes on Ordinance 1202-15, Sign Code
- 3) Approval of Vouchers in the amount of \$171,993.65 and payroll through July 3, 2015 in the amount of \$77,790.02 to be drawn and paid on the proper accounts.
- 4) Adoption of Ordinance 1202–15 Sign Code
- 5) Adoption of Ordinance 1218-15 Amendments to SMC 16.12.050 HOD zones
- 6) Excused absence of Councilmember Naslund from the July 23, 2015 Council meeting.
- 7) Excused absence of Councilmember McCarty from the July 23, 2015 Council meeting.

ACTION ITEMS:**Ordinance 1219-15 – Nuisance Codes**

The issue is to amend and update the Sultan's Nuisance Code with goals of establishing an enforceable code with clear remedies, penalties and rights of the public, as discussed during the July 09, 2015 meeting. The city attorney would like to split the code into several ordinances to deal with camping and vehicles. Councilmembers requested additional requirements in the code such as the sharps code and staff is working with the Attorney on the necessary language. Chronic nuisances will be covered under enforcement and the section on roof maintenance was deleted. Need some clarification on the entry on private property.

Appointment of Student Representative

The issue before the City Council is to appoint Vernon Johnson as the Student Representative on the City Council effective July 23, 2015 through June 30, 2016.

On June 19 2002, The Sultan City Council passed Ordinance 784-02 adding Chapter 2.21 to the Sultan Municipal Code to provide for a Student Representative at City Council meetings. The City received one application for the position of Student Representative from Vernon Johnson. Mayor Eslick and Councilmembers Naslund and Seehuus interviewed the applicant and are recommending the Council confirm Vernon Johnson as the Student Representative on Council.

On a motion by Councilmember Walker, seconded by Councilmember Davenport-Smith, the Council confirmed Vernon Johnson as the Student Representative on City Council effective July 23, 2015 through June 30, 2016. All ayes.

PUBLIC COMMENTS

Kay George: Comments about everyone on board about the UGA change is not correct – every other council member voted to expand the UGA. She was against it and she told everyone the citizens were not on board with the change and were not notified. She went to the County to testify and others were not happy she was there.

COUNCIL RESPONSE TO COMMENTS

Beeler: He can't recall the time line but due to the staff information provided, they made a mistake about everyone being on board. She is correct that she is the only one who voted against the change. They don't want it to happen again and they need to do their due diligence and not just trust staff.

Mayor Eslick: Agrees a mistake was made but they don't appreciate being called liars.

Adjournment: On a motion by Councilmember Seehuus, seconded by Councilmember Walker, the meeting adjourned at 8:50 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: August 13 2015
SUBJECT: Voucher Approval - 2015
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$577,333.14 and payroll through July 31, 2015 in the amount of \$90,476.79 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$667,809.93

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
August 13, 2015**

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described hereon, and that the claim is just, due and an unpaid obligation against the City of Sultan, and that I am authorized to authenticate and certify to said claim.

Laura J. Koenig, Clerk/Deputy Finance Director

We, the undersigned City Council of Sultan Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the claims are approved for payment in the following amounts:

| | |
|--|----------------------|
| Payroll Check #30746-47,59-61 | \$ 6,289.50 |
| Direct Deposit #15-16 | \$ 52,285.15 |
| Benefits Check #30748-51,57-58 | \$ 20,296.59 |
| Tax Deposit #15 | \$ 11,605.55 |
| Accounts Payable Checks #30752-56,63-821 | \$ 577,333.14 |
| ACH Transactions - DOR | \$ 0 |
| TOTAL | \$ 667,809.93 |

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Sarah Davenport-Smith, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only



User: laura.koenig
 Printed: 8/6/2015 - 10:36 AM

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|-------|------------|-----------|--------------------------------------|------------|---------|
| 30763 | 08/13/2015 | AAA | AAA of Everett | 76.35 | 0 |
| 30764 | 08/13/2015 | agsupply | AG Supply Co | 309.40 | 0 |
| 30765 | 08/13/2015 | amtest | AM Test | 730.00 | 0 |
| 30766 | 08/13/2015 | App | Associated Petroleum Products Inc | 837.84 | 0 |
| 30767 | 08/13/2015 | SCCT | Association of Snohomish County Citi | 105.00 | 0 |
| 30768 | 08/13/2015 | wilbert | Automatic Wilbert Vault Co. | 1,445.47 | 0 |
| 30769 | 08/13/2015 | barmon | Barmon Lumber, Inc | 54.30 | 0 |
| 30770 | 08/13/2015 | Builders | Builders Exchange of Washington, Inc | 45.00 | 0 |
| 30771 | 08/13/2015 | CentralW | Central Welding Supply, Inc | 50.12 | 0 |
| 30772 | 08/13/2015 | COS | City of Sultan | 147.17 | 0 |
| 30773 | 08/13/2015 | Code | Code Publishing Company | 1,260.95 | 0 |
| 30774 | 08/13/2015 | comcast | Comcast | 958.11 | 0 |
| 30775 | 08/13/2015 | CompSign | Compliance Signs, Inc. | 266.00 | 0 |
| 30776 | 08/13/2015 | Corin | Correctional Industries | 522.82 | 0 |
| 30777 | 08/13/2015 | Costco | Costco | 501.52 | 0 |
| 30778 | 08/13/2015 | EconAll | Economic Alliance Snohomish County | 50.00 | 0 |
| 30779 | 08/13/2015 | Eylander | Eylanders Sales & Service Inc | 217.20 | 0 |
| 30780 | 08/13/2015 | fedex | FedEx | 713.00 | 0 |
| 30781 | 08/13/2015 | Frontier | Frontier | 867.95 | 0 |
| 30782 | 08/13/2015 | galls | Galls | 130.27 | 0 |
| 30783 | 08/13/2015 | Gray | Gray & Osborne Inc. | 26,616.47 | 0 |
| 30784 | 08/13/2015 | Groco | Groco, Inc | 1,876.48 | 0 |
| 30785 | 08/13/2015 | hach | Hach Company | 1,931.57 | 0 |
| 30786 | 08/13/2015 | HoneyB | Honey Bucket | 429.90 | 0 |
| 30787 | 08/13/2015 | Kool | Kool Change Printing Inc. | 1,272.89 | 0 |
| 30788 | 08/13/2015 | SMacGreg | Stacy MacGregor | 151.56 | 0 |
| 30789 | 08/13/2015 | napa | Monroe Parts House | 520.29 | 0 |
| 30790 | 08/13/2015 | NatBar | National Barricade Co, LLC | 841.65 | 0 |
| 30791 | 08/13/2015 | NorthSta | Northstar Chemical, Inc. | 1,686.02 | 0 |
| 30792 | 08/13/2015 | OASYS | Oasys Office Automation Systems | 291.75 | 0 |
| 30793 | 08/13/2015 | OfcDepot | Office Depot | 1,523.48 | 0 |
| 30794 | 08/13/2015 | olympic | Olympic Elevator Company | 1,981.95 | 0 |
| 30795 | 08/13/2015 | OwenE | Owen Equipment | 463.12 | 0 |
| 30796 | 08/13/2015 | Pitney | Pitney Bowes | 74.52 | 0 |
| 30797 | 08/13/2015 | PUD 1 | PUD | 9,330.52 | 0 |
| 30798 | 08/13/2015 | PSE | Puget Sound Energy | 130.70 | 0 |
| 30799 | 08/13/2015 | QCL | QCL, Inc. | 181.25 | 0 |
| 30800 | 08/13/2015 | QBS | QualityBusinesss Systems Inc | 32.13 | 0 |
| 30801 | 08/13/2015 | AllWaste | Republic Services | 12,155.25 | 0 |
| 30802 | 08/13/2015 | rh2 | RH2 Engineering, Inc. | 5,143.86 | 0 |
| 30803 | 08/13/2015 | RLI | RLI Surety - Seattle | 75.00 | 0 |
| 30804 | 08/13/2015 | Shred | Shred-it USA LLC | 95.50 | 0 |
| 30805 | 08/13/2015 | siskun | Siskun Power Equipment | 625.84 | 0 |
| 30806 | 08/13/2015 | SkyCC | Sky Valley Chamber of Commerce | 250.00 | 0 |
| 30807 | 08/13/2015 | SCDEM | Snohomish County DEM | 2,692.50 | 0 |
| 30808 | 08/13/2015 | SRDTF | Snohomish County Sheriff | 75,147.58 | 0 |
| 30809 | 08/13/2015 | Snopac | Snopac | 4,955.35 | 0 |
| 30810 | 08/13/2015 | SoundPub | Sound Publishing Inc | 17.20 | 0 |
| 30811 | 08/13/2015 | SRVConst | SRV Construction Inc. | 187,170.24 | 0 |
| 30812 | 08/13/2015 | TSI | Technical Systems, Inc. | 868.80 | 0 |

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|---------------------------------------|------------|---------|
| 30813 | 08/13/2015 | TopSoils | TopSoils Northwest, Inc. | 369.24 | 0 |
| 30814 | 08/13/2015 | trane | Trane US Inc | 215,248.72 | 0 |
| 30815 | 08/13/2015 | atrua | Aimee Lou Trua | 1,700.00 | 0 |
| 30816 | 08/13/2015 | BluBook | USA Blue Book | 5,395.26 | 0 |
| 30817 | 08/13/2015 | VerizonW | Verizon Wireless | 525.47 | 0 |
| 30818 | 08/13/2015 | Wagley | Wagley Creek Automotive, Inc | 737.27 | 0 |
| 30819 | 08/13/2015 | WSU | Washington State University - Extensi | 200.00 | 0 |
| 30820 | 08/13/2015 | WSysFab | Western Systems & Fabrication | 129.02 | 0 |
| 30821 | 08/13/2015 | WLJ | White Lightning Janitorial | 680.00 | 0 |
| Check Total: | | | | 572,806.82 | |

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 7/28/2015 - 10:01 AM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|------------------|----------|---------|
| 30752 | 07/28/2015 | asplundh | Asplundh | 1,036.04 | 0 |
| 30753 | 07/28/2015 | Shred | Shred-it USA LLC | 1,000.00 | 0 |
| 30754 | 07/28/2015 | visa | Visa | 1,395.52 | 0 |
| 30755 | 07/28/2015 | visa | Visa | 111.12 | 0 |
| 30756 | 07/28/2015 | visa | Visa | 983.64 | 0 |
| Check Total: | | | | 4,526.32 | |

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 7/27/2015 - 4:07 PM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|----------------------------|----------|---------|
| 30748 | 07/27/2015 | Retire | Department of Retirement | 1,237.50 | 0 |
| 30749 | 07/27/2015 | Retire | Department of Retirement | 7,152.07 | 0 |
| 30750 | 07/27/2015 | AFLAC | AFLAC | 111.90 | 0 |
| 30751 | 07/27/2015 | UNION | Teamsters Local Union #763 | 752.00 | 0 |
| Check Total: | | | | 9,253.47 | |

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 7/29/2015 - 11:12 AM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|----------------------------------|-----------|---------|
| 30757 | 07/29/2015 | L&I | Department of Labor & Industries | 10,394.28 | 0 |
| 30758 | 07/29/2015 | Unemploy | Employment Security Department | 648.84 | 0 |
| Check Total: | | | | 11,043.12 | |

Payroll

ACH Check Register

User: 'laura.koenig'
Printed: 08/04/2015 - 10:52AM
Batch: 1-8-2015
Include Partial: FALSE



| Check Date | Check Number | Employee No | Employee Name | Amount |
|------------------|--------------|-------------|------------------|------------------|
| 08/07/2015 | 0 | 001 | Laura Koenig | 1,979.49 |
| 08/07/2015 | 0 | 002 | Tami Pevey | 1,032.28 |
| 08/07/2015 | 0 | 004 | Donna Murphy | 929.91 |
| 08/07/2015 | 0 | 007 | Julie Addington | 1,419.69 |
| 08/07/2015 | 0 | 010 | Cynthia Sparks | 1,324.09 |
| 08/07/2015 | 0 | 011 | Janice Mann | 1,106.07 |
| 08/07/2015 | 0 | 015 | Kenneth Walker | 2,822.36 |
| 08/07/2015 | 0 | 019 | Michael Matheson | 2,759.48 |
| 08/07/2015 | 0 | 020 | Connie Dunn | 2,053.84 |
| 08/07/2015 | 0 | 025 | John Harris | 1,788.47 |
| 08/07/2015 | 0 | 028 | Todd Strom | 1,630.28 |
| 08/07/2015 | 0 | 049 | Victoria Forte | 1,381.52 |
| 08/07/2015 | 0 | 072 | Carolyn Eslick | 461.75 |
| 08/07/2015 | 0 | 120 | Matthew Wood | 1,473.62 |
| 08/07/2015 | 0 | 121 | Jason Strauss | 1,854.92 |
| 08/07/2015 | 0 | 125 | Riley Edwards | 1,041.81 |
| 08/07/2015 | 0 | 126 | Bobbie Lewis | 1,068.78 |
| Total Employees: | | | 17 | Total: 26,128.36 |

Payroll

Computer Check Register

User: laura.koenig
Printed: 08/04/2015 - 10:51AM
Batch: 00001-08-2015 Computer



| Check No | Check Date | Employee Information | Amount |
|----------------------------|------------|----------------------|---------------------------------------|
| 30759 | 08/07/2015 | 016 Stacy MacGregor | 132.62 |
| 30760 | 08/07/2015 | 024 Michael Williams | 2,002.54 |
| 30761 | 08/07/2015 | 029 James Barns | 1,353.93 |
| Total Number of Employees: | | 3 | Total for Payroll Check Run: 3,489.09 |

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 07/21/2015 - 3:03PM
Batch: 3-7-2015
Include Partial: FALSE



| Check Date | Check Number | Employee No | Employee Name | Amount |
|------------|--------------|-------------|------------------|----------|
| 07/24/2015 | 0 | 001 | Laura Koenig | 1,978.84 |
| 07/24/2015 | 0 | 002 | Tami Pevey | 912.44 |
| 07/24/2015 | 0 | 004 | Donna Murphy | 929.91 |
| 07/24/2015 | 0 | 007 | Julie Addington | 1,419.84 |
| 07/24/2015 | 0 | 010 | Cynthia Sparks | 1,322.64 |
| 07/24/2015 | 0 | 011 | Janice Mann | 1,105.67 |
| 07/24/2015 | 0 | 015 | Kenneth Walker | 2,822.36 |
| 07/24/2015 | 0 | 019 | Michael Matheson | 2,770.55 |
| 07/24/2015 | 0 | 020 | Connie Dunn | 1,983.20 |
| 07/24/2015 | 0 | 025 | John Harris | 1,789.18 |
| 07/24/2015 | 0 | 028 | Todd Strom | 1,533.76 |
| 07/24/2015 | 0 | 049 | Victoria Forte | 1,462.92 |
| 07/24/2015 | 0 | 120 | Matthew Wood | 2,050.18 |
| 07/24/2015 | 0 | 121 | Jason Strauss | 1,394.01 |
| 07/24/2015 | 0 | 125 | Riley Edwards | 1,262.63 |
| 07/24/2015 | 0 | 126 | Bobbie Lewis | 1,418.66 |

Total Employees:

16

Total:

26,156.79

Payroll

Computer Check Register

User: julie.addington
Printed: 07/21/2015 - 2:54PM
Batch: 00003-07-2015 Computer



| Check No | Check Date | Employee Information | Amount |
|------------------------------|------------|------------------------------|----------|
| 30746 | 07/24/2015 | 024 Michael Williams | 1,449.25 |
| 30747 | 07/24/2015 | 029 James Barns | 1,351.16 |
| Total Number of Employees: 2 | | Total for Payroll Check Run: | 2,800.41 |

Checks for Approval

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Amount |
|--------------|------------|---------------------------|-----------------------|--------------------------|----------|
| 30748 | 07/27/2015 | GENERAL FUND | Deferred Comp Payable | Department of Retirement | 49.74 |
| 30748 | 07/27/2015 | STREET FUND | Deferred Comp Payable | Department of Retirement | 21.51 |
| 30748 | 07/27/2015 | CEMETERY FUND | Deferred Comp Payable | Department of Retirement | 1.99 |
| 30748 | 07/27/2015 | BUILDING MAINTENANCE FUND | Deferred Comp Payable | Department of Retirement | 6.38 |
| 30748 | 07/27/2015 | UTILITY WATER FUND | Deferred Comp Payable | Department of Retirement | 39.24 |
| 30748 | 07/27/2015 | UTILITY SEWER FUND | Deferred Comp Payable | Department of Retirement | 36.25 |
| 30748 | 07/27/2015 | UTILITY GARBAGE FUND | Deferred Comp Payable | Department of Retirement | 24.89 |
| 30748 | 07/27/2015 | STORMWATER UTILITY FUND | Deferred Comp Payable | Department of Retirement | 20.00 |
| 30748 | 07/27/2015 | GENERAL FUND | Deferred Comp Payable | Department of Retirement | 210.14 |
| 30748 | 07/27/2015 | STREET FUND | Deferred Comp Payable | Department of Retirement | 74.26 |
| 30748 | 07/27/2015 | CEMETERY FUND | Deferred Comp Payable | Department of Retirement | 6.70 |
| 30748 | 07/27/2015 | BUILDING MAINTENANCE FUND | Deferred Comp Payable | Department of Retirement | 13.86 |
| 30748 | 07/27/2015 | UTILITY WATER FUND | Deferred Comp Payable | Department of Retirement | 201.17 |
| 30748 | 07/27/2015 | UTILITY SEWER FUND | Deferred Comp Payable | Department of Retirement | 421.88 |
| 30748 | 07/27/2015 | UTILITY GARBAGE FUND | Deferred Comp Payable | Department of Retirement | 66.12 |
| 30748 | 07/27/2015 | STORMWATER UTILITY FUND | Deferred Comp Payable | Department of Retirement | 43.37 |
| 30749 | 07/27/2015 | GENERAL FUND | PERS Payable | Department of Retirement | 100.64 |
| 30749 | 07/27/2015 | GENERAL FUND | PERS Payable | Department of Retirement | 385.22 |
| 30749 | 07/27/2015 | STREET FUND | PERS Payable | Department of Retirement | 177.62 |
| 30749 | 07/27/2015 | CEMETERY FUND | PERS Payable | Department of Retirement | 28.72 |
| 30749 | 07/27/2015 | BUILDING MAINTENANCE FUND | PERS Payable | Department of Retirement | 29.70 |
| 30749 | 07/27/2015 | UTILITY WATER FUND | PERS Payable | Department of Retirement | 700.34 |
| 30749 | 07/27/2015 | UTILITY SEWER FUND | PERS Payable | Department of Retirement | 577.62 |
| 30749 | 07/27/2015 | UTILITY GARBAGE FUND | PERS Payable | Department of Retirement | 347.55 |
| 30749 | 07/27/2015 | STORMWATER UTILITY FUND | PERS Payable | Department of Retirement | 168.10 |
| 30749 | 07/27/2015 | GENERAL FUND | PERS Payable | Department of Retirement | 703.76 |
| 30749 | 07/27/2015 | STREET FUND | PERS Payable | Department of Retirement | 324.50 |
| 30749 | 07/27/2015 | CEMETERY FUND | PERS Payable | Department of Retirement | 52.42 |
| 30749 | 07/27/2015 | GENERAL FUND | PERS Payable | Department of Retirement | 225.03 |
| 30749 | 07/27/2015 | BUILDING MAINTENANCE FUND | PERS Payable | Department of Retirement | 54.23 |
| 30749 | 07/27/2015 | UTILITY WATER FUND | PERS Payable | Department of Retirement | 1,279.35 |
| 30749 | 07/27/2015 | UTILITY SEWER FUND | PERS Payable | Department of Retirement | 1,055.23 |
| 30749 | 07/27/2015 | UTILITY GARBAGE FUND | PERS Payable | Department of Retirement | 634.94 |
| 30749 | 07/27/2015 | STORMWATER UTILITY FUND | PERS Payable | Department of Retirement | 307.10 |
| 30750 | 07/27/2015 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.03 |
| 30750 | 07/27/2015 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 5.98 |

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|-------|------------|---------------------------|----------------------|----------------------------|----------|
| 30750 | 07/27/2015 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 8.04 |
| 30750 | 07/27/2015 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.10 |
| 30750 | 07/27/2015 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 15.91 |
| 30750 | 07/27/2015 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 25.89 |
| 30750 | 07/27/2015 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.04 |
| 30750 | 07/27/2015 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 5.98 |
| 30750 | 07/27/2015 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 8.03 |
| 30750 | 07/27/2015 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.11 |
| 30750 | 07/27/2015 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 15.91 |
| 30750 | 07/27/2015 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 25.88 |
| 30751 | 07/27/2015 | GENERAL FUND | Union Dues Payable | Teamsters Local Union #763 | 69.00 |
| 30751 | 07/27/2015 | STREET FUND | Union Dues Payable | Teamsters Local Union #763 | 20.34 |
| 30751 | 07/27/2015 | CEMETERY FUND | Union Dues Payable | Teamsters Local Union #763 | 4.42 |
| 30751 | 07/27/2015 | BUILDING MAINTENANCE FUND | Union Dues Payable | Teamsters Local Union #763 | 1.14 |
| 30751 | 07/27/2015 | UTILITY WATER FUND | Union Dues Payable | Teamsters Local Union #763 | 107.43 |
| 30751 | 07/27/2015 | UTILITY SEWER FUND | Union Dues Payable | Teamsters Local Union #763 | 85.66 |
| 30751 | 07/27/2015 | UTILITY GARBAGE FUND | Union Dues Payable | Teamsters Local Union #763 | 50.74 |
| 30751 | 07/27/2015 | STORMWATER UTILITY FUND | Union Dues Payable | Teamsters Local Union #763 | 18.27 |
| 30751 | 07/27/2015 | GENERAL FUND | Union Dues Payable | Teamsters Local Union #763 | 72.03 |
| 30751 | 07/27/2015 | STREET FUND | Union Dues Payable | Teamsters Local Union #763 | 20.32 |
| 30751 | 07/27/2015 | CEMETERY FUND | Union Dues Payable | Teamsters Local Union #763 | 4.41 |
| 30751 | 07/27/2015 | BUILDING MAINTENANCE FUND | Union Dues Payable | Teamsters Local Union #763 | 1.13 |
| 30751 | 07/27/2015 | UTILITY WATER FUND | Union Dues Payable | Teamsters Local Union #763 | 117.16 |
| 30751 | 07/27/2015 | UTILITY SEWER FUND | Union Dues Payable | Teamsters Local Union #763 | 92.66 |
| 30751 | 07/27/2015 | UTILITY GARBAGE FUND | Union Dues Payable | Teamsters Local Union #763 | 59.71 |
| 30751 | 07/27/2015 | STORMWATER UTILITY FUND | Union Dues Payable | Teamsters Local Union #763 | 27.58 |
| 30752 | 07/28/2015 | UTILITY GARBAGE FUND | CPG Grant - Clean UP | Asplundh | 1,036.04 |
| 30753 | 07/28/2015 | UTILITY GARBAGE FUND | CPG Grant - Clean UP | Shred-it USA LLC | 1,000.00 |
| 30754 | 07/28/2015 | GENERAL FUND | Volunteer Program | Visa | 90.51 |
| 30754 | 07/28/2015 | UTILITY WATER FUND | Vehicle Repair | Visa | 49.46 |
| 30754 | 07/28/2015 | UTILITY SEWER FUND | Vehicle Repair | Visa | 49.46 |
| 30754 | 07/28/2015 | UTILITY GARBAGE FUND | Vehicle Repair | Visa | 49.46 |
| 30754 | 07/28/2015 | STORMWATER UTILITY FUND | Vehicle Repair | Visa | 49.46 |
| 30754 | 07/28/2015 | STREET FUND | Vehicle Repair | Visa | 49.46 |
| 30754 | 07/28/2015 | GENERAL FUND | Vehicle Repair | Visa | 49.47 |
| 30754 | 07/28/2015 | UTILITY WATER FUND | Communication | Visa | 86.90 |
| 30754 | 07/28/2015 | UTILITY SEWER FUND | Communication | Visa | 86.90 |
| 30754 | 07/28/2015 | UTILITY GARBAGE FUND | Communication | Visa | 86.89 |
| 30754 | 07/28/2015 | STORMWATER UTILITY FUND | Communication | Visa | 28.97 |
| 30754 | 07/28/2015 | STREET FUND | Travel and Seminars | Visa | 26.00 |
| 30754 | 07/28/2015 | GENERAL FUND | Travel and Seminars | Visa | 641.40 |

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|-------|------------|---------------------------|---------------------------|----------------------------------|--------|
| 30754 | 07/28/2015 | GENERAL FUND | Bank Fees | Visa | 51.18 |
| 30755 | 07/28/2015 | GENERAL FUND | Travel and Seminars | Visa | 44.48 |
| 30755 | 07/28/2015 | GENERAL FUND | Travel and Seminars | Visa | -5.65 |
| 30755 | 07/28/2015 | GENERAL FUND | Office/Operating Supplies | Visa | 12.05 |
| 30755 | 07/28/2015 | STREET FUND | Office/Operating Supplies | Visa | 12.05 |
| 30755 | 07/28/2015 | UTILITY WATER FUND | Operating Supply | Visa | 12.05 |
| 30755 | 07/28/2015 | UTILITY SEWER FUND | Operating Supplies | Visa | 12.05 |
| 30755 | 07/28/2015 | UTILITY GARBAGE FUND | Operating Supplies | Visa | 12.05 |
| 30755 | 07/28/2015 | STORMWATER UTILITY FUND | Operating Supplies | Visa | 12.04 |
| 30756 | 07/28/2015 | GENERAL FUND | Travel and Seminars | Visa | 783.52 |
| 30756 | 07/28/2015 | GENERAL FUND | Travel and Seminars | Visa | 34.12 |
| 30756 | 07/28/2015 | GENERAL FUND | Travel and Seminars | Visa | 13.30 |
| 30756 | 07/28/2015 | GENERAL FUND | Travel and Seminars | Visa | 57.59 |
| 30756 | 07/28/2015 | GENERAL FUND | Bank Fees | Visa | 54.33 |
| 30756 | 07/28/2015 | UTILITY WATER FUND | Travel and Seminars | Visa | 10.20 |
| 30756 | 07/28/2015 | UTILITY SEWER FUND | Travel and Seminars | Visa | 10.20 |
| 30756 | 07/28/2015 | UTILITY GARBAGE FUND | Travel and Seminars | Visa | 10.19 |
| 30756 | 07/28/2015 | STORMWATER UTILITY FUND | Travel and Seminars | Visa | 10.19 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 43.41 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 2.37 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 72.38 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 151.00 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 81.69 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 14.94 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 15.76 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 406.32 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 272.55 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 52.87 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 186.44 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 42.59 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 18.68 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 2.85 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 45.59 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 15.14 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 2.55 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 2.51 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 100.19 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 69.07 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 38.74 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 12.12 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 158.20 |

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|-------|------------|---------------------------|-------------|----------------------------------|--------|
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 62.75 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 12.04 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 10.58 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 380.01 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 260.70 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 163.47 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 38.86 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 47.50 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 18.57 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 2.96 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 3.42 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 104.66 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 71.77 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 42.17 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 15.67 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 169.78 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 80.70 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 15.23 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 14.84 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 397.69 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 271.11 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 192.50 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 51.78 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 44.86 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 19.60 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 3.24 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 3.79 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 106.17 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 80.70 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 44.63 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 16.55 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 157.65 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 83.14 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 15.65 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 16.12 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 401.99 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 304.86 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 196.59 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 54.17 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 48.71 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 15.14 |

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| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 2.51 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 2.74 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 77.22 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 59.24 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 36.59 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 13.11 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 174.64 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 63.19 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 11.81 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 11.60 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 291.82 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 223.19 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 157.78 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 43.08 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 47.97 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 19.52 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 3.05 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 3.86 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 104.72 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 77.71 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 42.10 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 15.49 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 173.13 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 82.21 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 14.74 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 16.29 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 398.63 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 294.86 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 185.99 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 52.47 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 49.97 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 17.12 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 2.90 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 3.68 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 92.81 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 76.47 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 39.42 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 14.38 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 189.39 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 78.19 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 15.76 |

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| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 16.32 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 355.94 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 293.12 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 190.41 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 49.29 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 2.68 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 3.22 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 87.82 |
| 30757 | 07/29/2015 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 58.43 |
| 30757 | 07/29/2015 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 37.54 |
| 30757 | 07/29/2015 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 12.16 |
| 30757 | 07/29/2015 | STREET FUND | L&I Payable | Department of Labor & Industries | 69.64 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 14.74 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 14.26 |
| 30757 | 07/29/2015 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 51.08 |
| 30757 | 07/29/2015 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 3.23 |
| 30757 | 07/29/2015 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 3.77 |
| 30757 | 07/29/2015 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | -1.00 |
| 30758 | 07/29/2015 | GENERAL FUND | Employment Security Payable | Employment Security Department | 186.15 |
| 30758 | 07/29/2015 | UTILITY SEWER FUND | Employment Security Payable | Employment Security Department | 198.25 |
| 30758 | 07/29/2015 | UTILITY GARBAGE FUND | Employment Security Payable | Employment Security Department | 98.36 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 7.13 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 8.75 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 8.47 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 9.29 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 8.65 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 9.33 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 8.70 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 9.40 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 9.06 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 8.73 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 9.38 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 9.25 |
| 30758 | 07/29/2015 | GENERAL FUND | Employment Security Payable | Employment Security Department | 2.07 |
| 30758 | 07/29/2015 | STREET FUND | Employment Security Payable | Employment Security Department | 0.58 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 0.11 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 0.09 |
| 30758 | 07/29/2015 | UTILITY WATER FUND | Employment Security Payable | Employment Security Department | 2.52 |
| 30758 | 07/29/2015 | UTILITY SEWER FUND | Employment Security Payable | Employment Security Department | 2.05 |
| 30758 | 07/29/2015 | UTILITY GARBAGE FUND | Employment Security Payable | Employment Security Department | 1.28 |
| 30758 | 07/29/2015 | STORMWATER UTILITY FUND | Employment Security Payable | Employment Security Department | 0.74 |

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| 30758 | 07/29/2015 | GENERAL FUND | Employment Security Payable | Employment Security Department | 2.05 |
| 30758 | 07/29/2015 | STREET FUND | Employment Security Payable | Employment Security Department | 0.57 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 0.08 |
| 30758 | 07/29/2015 | UTILITY WATER FUND | Employment Security Payable | Employment Security Department | 2.49 |
| 30758 | 07/29/2015 | UTILITY GARBAGE FUND | Employment Security Payable | Employment Security Department | 1.15 |
| 30758 | 07/29/2015 | STORMWATER UTILITY FUND | Employment Security Payable | Employment Security Department | 0.70 |
| 30758 | 07/29/2015 | GENERAL FUND | Employment Security Payable | Employment Security Department | 1.95 |
| 30758 | 07/29/2015 | STREET FUND | Employment Security Payable | Employment Security Department | 0.57 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 0.10 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 0.10 |
| 30758 | 07/29/2015 | UTILITY WATER FUND | Employment Security Payable | Employment Security Department | 2.42 |
| 30758 | 07/29/2015 | UTILITY GARBAGE FUND | Employment Security Payable | Employment Security Department | 1.14 |
| 30758 | 07/29/2015 | STORMWATER UTILITY FUND | Employment Security Payable | Employment Security Department | 0.68 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 8.74 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 9.44 |
| 30758 | 07/29/2015 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 8.84 |
| 30758 | 07/29/2015 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 9.48 |
| 30762 | 08/04/2015 | UTILITY WATER FUND | Employment Security Payable | Employment Security Department | 236.54 |
| 30762 | 08/04/2015 | UTILITY SEWER FUND | Communication | USPS | 236.53 |
| 30762 | 08/04/2015 | UTILITY GARBAGE FUND | Communication | USPS | 236.54 |
| 30762 | 08/04/2015 | STORMWATER UTILITY FUND | Communication | USPS | 78.84 |
| 30763 | 08/13/2015 | BUILDING MAINTENANCE FUND | Professional Service | AAA of Everett | 76.35 |
| 30764 | 08/13/2015 | UTILITY WATER FUND | Repair and Maintenance | AG Supply Co | 11.37 |
| 30764 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | AG Supply Co | 43.42 |
| 30764 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | AG Supply Co | 17.31 |
| 30764 | 08/13/2015 | UTILITY WATER FUND | Operating Supply | AG Supply Co | 8.39 |
| 30764 | 08/13/2015 | STREET FUND | Office/Operating Supplies | AG Supply Co | 8.40 |
| 30764 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | AG Supply Co | 8.40 |
| 30764 | 08/13/2015 | UTILITY GARBAGE FUND | Operating Supplies | AG Supply Co | 8.39 |
| 30764 | 08/13/2015 | GENERAL FUND | Small Tools/Minor Equipment | AG Supply Co | 25.59 |
| 30764 | 08/13/2015 | STREET FUND | Small Tools/Minor Equipment | AG Supply Co | 20.00 |
| 30764 | 08/13/2015 | UTILITY WATER FUND | Operating Supply | AG Supply Co | 23.21 |
| 30764 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | AG Supply Co | 23.21 |
| 30764 | 08/13/2015 | UTILITY GARBAGE FUND | Operating Supplies | AG Supply Co | 23.23 |
| 30764 | 08/13/2015 | UTILITY WATER FUND | Repair and Maintenance | AG Supply Co | 51.59 |
| 30764 | 08/13/2015 | STREET FUND | Office/Operating Supplies | AG Supply Co | 19.54 |
| 30764 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | AG Supply Co | 17.35 |
| 30765 | 08/13/2015 | UTILITY WATER FUND | Water - Testing | AM Test | 205.00 |
| 30765 | 08/13/2015 | UTILITY WATER FUND | Water - Testing | AM Test | 25.00 |
| 30765 | 08/13/2015 | UTILITY WATER FUND | Water - Testing | AM Test | 500.00 |
| 30766 | 08/13/2015 | UTILITY GARBAGE FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 473.89 |

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| 30766 | 08/13/2015 | UTILITY SEWER FUND | Vehicle Operation Maintenance | Associated Petroleum Products Inc | 57.84 |
| 30766 | 08/13/2015 | UTILITY WATER FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 217.93 |
| 30766 | 08/13/2015 | CEMETERY FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 14.26 |
| 30766 | 08/13/2015 | STREET FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 14.27 |
| 30766 | 08/13/2015 | GENERAL FUND | Vehicle Maintenance | Associated Petroleum Products Inc | 14.26 |
| 30766 | 08/13/2015 | UTILITY GARBAGE FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 27.14 |
| 30766 | 08/13/2015 | UTILITY SEWER FUND | Vehicle Operation Maintenance | Associated Petroleum Products Inc | 3.32 |
| 30766 | 08/13/2015 | UTILITY WATER FUND | Vehicle Operation Maintenance | Associated Petroleum Products Inc | 12.48 |
| 30766 | 08/13/2015 | CEMETERY FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 0.82 |
| 30766 | 08/13/2015 | STREET FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 0.81 |
| 30766 | 08/13/2015 | GENERAL FUND | Vehicle Maintenance | Associated Petroleum Products Inc | 0.82 |
| 30767 | 08/13/2015 | GENERAL FUND | Travel and Seminars | Assoc SnohCity Cities & Towns | 105.00 |
| 30768 | 08/13/2015 | CEMETERY FUND | Items for Resale | Automatic Wilbert Vault Co. | 397.48 |
| 30768 | 08/13/2015 | CEMETERY FUND. | Professional Services | Automatic Wilbert Vault Co. | 1,047.99 |
| 30769 | 08/13/2015 | PARK IMPROVEMENT FUND | General Park Improvements | Barmon Lumber, Inc | 54.30 |
| 30770 | 08/13/2015 | TIMBER RIDGE SETTLEMENT FUND | Professional - Legal | Builders Exchange of Washington, Inc. | 45.00 |
| 30771 | 08/13/2015 | STREET FUND | Office/Operating Supplies | Central Welding Supply, Inc | 25.06 |
| 30771 | 08/13/2015 | UTILITY GARBAGE FUND | Operating Supplies | Central Welding Supply, Inc | 25.06 |
| 30772 | 08/13/2015 | STREET FUND | Travel and Seminars | City of Sultan | 20.50 |
| 30772 | 08/13/2015 | GENERAL FUND | Travel and Seminars | City of Sultan | 16.91 |
| 30772 | 08/13/2015 | GENERAL FUND | Travel and Seminars | City of Sultan | 58.00 |
| 30772 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | City of Sultan | 22.29 |
| 30772 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | City of Sultan | 10.82 |
| 30772 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | City of Sultan | 18.65 |
| 30773 | 08/13/2015 | GENERAL FUND | Books and Periodicals | Code Publishing Company | 1,260.95 |
| 30774 | 08/13/2015 | GENERAL FUND | Communication | Comcast | 27.87 |
| 30774 | 08/13/2015 | UTILITY WATER FUND | Communication | Comcast | 18.58 |
| 30774 | 08/13/2015 | UTILITY SEWER FUND | Communication | Comcast | 18.57 |
| 30774 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Comcast | 18.58 |
| 30774 | 08/13/2015 | STREET FUND | Communication | Comcast | 9.29 |
| 30774 | 08/13/2015 | STREET FUND | Communication | Comcast | 53.97 |
| 30774 | 08/13/2015 | UTILITY WATER FUND | Communication | Comcast | 53.97 |
| 30774 | 08/13/2015 | UTILITY SEWER FUND | Communication | Comcast | 53.97 |
| 30774 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Comcast | 53.97 |
| 30774 | 08/13/2015 | STORMWATER UTILITY FUND | Communication | Comcast | 53.97 |
| 30774 | 08/13/2015 | GENERAL FUND | Communication | Comcast | 238.15 |
| 30774 | 08/13/2015 | UTILITY WATER FUND | Communication | Comcast | 119.07 |
| 30774 | 08/13/2015 | UTILITY SEWER FUND | Communication | Comcast | 119.08 |
| 30774 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Comcast | 119.07 |
| 30775 | 08/13/2015 | GENERAL FUND | Capital - Equipment | Compliance Signs, Inc. | 53.20 |
| 30775 | 08/13/2015 | STREET FUND | Capital - Equipment and Signs | Compliance Signs, Inc. | 53.20 |

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| 30775 | 08/13/2015 | UTILITY WATER FUND | Capital - Equipment | Compliance Signs, Inc. | 53.20 |
| 30775 | 08/13/2015 | UTILITY SEWER FUND | Capital - Equipment | Compliance Signs, Inc. | 53.20 |
| 30775 | 08/13/2015 | STORMWATER UTILITY FUND | Capital Outlay - Equipment | Compliance Signs, Inc. | 53.20 |
| 30776 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Correctional Industries | 51.10 |
| 30776 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Correctional Industries | 51.10 |
| 30776 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Correctional Industries | 51.10 |
| 30776 | 08/13/2015 | STREET FUND | Office Supplies | Correctional Industries | 51.10 |
| 30776 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Correctional Industries | 204.39 |
| 30776 | 08/13/2015 | GENERAL FUND | Office/Operating | Correctional Industries | 77.00 |
| 30776 | 08/13/2015 | GENERAL FUND | Office Supplies | Correctional Industries | 37.03 |
| 30777 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Costco | 5.00 |
| 30777 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Costco | 5.00 |
| 30777 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Costco | 5.00 |
| 30777 | 08/13/2015 | STREET FUND | Office/Operating Supplies | Costco | 5.01 |
| 30777 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Costco | 20.00 |
| 30777 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Costco | 57.69 |
| 30777 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Costco | 57.69 |
| 30777 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Costco | 57.69 |
| 30777 | 08/13/2015 | STREET FUND | Office/Operating Supplies | Costco | 57.69 |
| 30777 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Costco | 230.75 |
| 30778 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Costco | 50.00 |
| 30779 | 08/13/2015 | BUILDING MAINTENANCE FUND | Travel and Seminars | Economic Alliance Snohomish County | 217.20 |
| 30780 | 08/13/2015 | UTILITY SEWER FUND | Repair and Maintenance | Eylanders Sales & Service Inc | 713.00 |
| 30781 | 08/13/2015 | UTILITY SEWER FUND | Miscellaneous | FedEx | 251.07 |
| 30781 | 08/13/2015 | GENERAL FUND | Communication | Frontier | 17.13 |
| 30781 | 08/13/2015 | STREET FUND | Communication | Frontier | 17.13 |
| 30781 | 08/13/2015 | UTILITY WATER FUND | Communication | Frontier | 17.14 |
| 30781 | 08/13/2015 | UTILITY SEWER FUND | Communication | Frontier | 17.13 |
| 30781 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Frontier | 17.13 |
| 30781 | 08/13/2015 | GENERAL FUND | Communication | Frontier | 11.67 |
| 30781 | 08/13/2015 | STREET FUND | Communication | Frontier | 11.67 |
| 30781 | 08/13/2015 | UTILITY WATER FUND | Communication | Frontier | 11.67 |
| 30781 | 08/13/2015 | UTILITY SEWER FUND | Communication | Frontier | 11.67 |
| 30781 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Frontier | 11.67 |
| 30781 | 08/13/2015 | GENERAL FUND | Communication | Frontier | 14.13 |
| 30781 | 08/13/2015 | STREET FUND | Communication | Frontier | 14.13 |
| 30781 | 08/13/2015 | UTILITY WATER FUND | Communication | Frontier | 14.13 |
| 30781 | 08/13/2015 | UTILITY SEWER FUND | Communication | Frontier | 14.13 |
| 30781 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Frontier | 14.13 |
| 30781 | 08/13/2015 | GENERAL FUND | Communication | Frontier | 54.75 |
| 30781 | 08/13/2015 | STREET FUND | Communication | Frontier | 54.75 |

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| 30781 | 08/13/2015 | UTILITY WATER FUND | Communication | Frontier | 54.75 |
| 30781 | 08/13/2015 | UTILITY SEWER FUND | Communication | Frontier | 54.75 |
| 30781 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Frontier | 54.75 |
| 30781 | 08/13/2015 | UTILITY WATER FUND | Communication | Frontier | 128.47 |
| 30782 | 08/13/2015 | UTILITY WATER FUND | Uniforms | Galls | 130.27 |
| 30783 | 08/13/2015 | STREET IMPROVEMENT FUND | Date Avenue Project | Gray & Osborne Inc. | 18,660.82 |
| 30783 | 08/13/2015 | STREET IMPROVEMENT FUND | Date Avenue Project | Gray & Osborne Inc. | 7,955.65 |
| 30784 | 08/13/2015 | UTILITY SEWER FUND | Professional Service | Groco, Inc | 1,876.48 |
| 30785 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | Hach Company | 1,538.05 |
| 30785 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | Hach Company | 178.32 |
| 30785 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | Hach Company | 180.24 |
| 30785 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | Hach Company | 34.96 |
| 30786 | 08/13/2015 | UTILITY SEWER FUND | Rentals | Honey Bucket | 134.75 |
| 30786 | 08/13/2015 | UTILITY SEWER FUND | Rentals | Honey Bucket | 111.65 |
| 30786 | 08/13/2015 | UTILITY SEWER FUND | Rentals | Honey Bucket | 183.50 |
| 30787 | 08/13/2015 | UTILITY WATER FUND | Communication | Kool Change Printing Inc. | 1,272.89 |
| 30788 | 08/13/2015 | GENERAL FUND | Salaries and Wages | Stacy MacGregor | 151.56 |
| 30789 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | Monroe Parts House | 452.01 |
| 30789 | 08/13/2015 | UTILITY WATER FUND | Small Tools/Minor Equipment | Monroe Parts House | 22.76 |
| 30789 | 08/13/2015 | UTILITY SEWER FUND | Small Tools/Minor Equipment | Monroe Parts House | 22.76 |
| 30789 | 08/13/2015 | STREET FUND | Small Tools/Minor Equipment | Monroe Parts House | 22.76 |
| 30790 | 08/13/2015 | STREET FUND | Office/Operating Supplies | National Barricade Co, LLC | 168.33 |
| 30790 | 08/13/2015 | UTILITY WATER FUND | Operating Supply | National Barricade Co, LLC | 336.66 |
| 30790 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | National Barricade Co, LLC | 336.66 |
| 30791 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | National Barricade Co, LLC | 1,686.02 |
| 30792 | 08/13/2015 | UTILITY WATER FUND | Repair and Maintenance | Northstar Chemical, Inc. | 48.63 |
| 30792 | 08/13/2015 | UTILITY SEWER FUND | Repair and Maintenance | Oasys Office Automation Systems | 48.64 |
| 30792 | 08/13/2015 | UTILITY GARBAGE FUND | Repair and Maintenance | Oasys Office Automation Systems | 48.63 |
| 30792 | 08/13/2015 | STORMWATER UTILITY FUND | Repair and Maintenance | Oasys Office Automation Systems | 48.64 |
| 30792 | 08/13/2015 | UTILITY WATER FUND | Repair and Maintenance | Oasys Office Automation Systems | 48.60 |
| 30792 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Oasys Office Automation Systems | 48.61 |
| 30793 | 08/13/2015 | UTILITY GARBAGE FUND | Operating Supplies | Office Depot | 352.84 |
| 30793 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 1.26 |
| 30793 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Office Depot | 1.26 |
| 30793 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Office Depot | 1.26 |
| 30793 | 08/13/2015 | STREET FUND | Office Supplies | Office Depot | 1.27 |
| 30793 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Office Depot | 5.04 |
| 30793 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Office Depot | 5.16 |
| 30793 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Office Depot | 5.16 |
| 30793 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 5.16 |
| 30793 | 08/13/2015 | STREET FUND | Office Supplies | Office Depot | 5.16 |

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| 30793 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Office Depot | 20.64 |
| 30793 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Office Depot | 1.30 |
| 30793 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Office Depot | 1.31 |
| 30793 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 1.30 |
| 30793 | 08/13/2015 | STREET FUND | Office Supplies | Office Depot | 1.31 |
| 30793 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Office Depot | 5.21 |
| 30793 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Office Depot | 81.61 |
| 30793 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Office Depot | 108.00 |
| 30793 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Office Depot | 108.00 |
| 30793 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 108.00 |
| 30793 | 08/13/2015 | STREET FUND | Office Supplies | Office Depot | 108.00 |
| 30793 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Office Depot | 431.99 |
| 30793 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | Office Depot | 20.41 |
| 30793 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | Office Depot | 20.40 |
| 30793 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 20.41 |
| 30793 | 08/13/2015 | STREET FUND | Office Supplies | Office Depot | 20.40 |
| 30793 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Office Depot | 81.62 |
| 30794 | 08/13/2015 | BUILDING MAINTENANCE FUND | Repair and Maintenance | Olympic Elevator Company | 1,981.95 |
| 30795 | 08/13/2015 | UTILITY WATER FUND | Vehicle Operation/Maintenance | Owen Equipment | 231.56 |
| 30795 | 08/13/2015 | UTILITY SEWER FUND | Vehicle Operation/Maintenance | Owen Equipment | 231.56 |
| 30796 | 08/13/2015 | GENERAL FUND | Communication | Pitney Bowes | 26.08 |
| 30796 | 08/13/2015 | GENERAL FUND | Communication | Pitney Bowes | 11.18 |
| 30796 | 08/13/2015 | STREET FUND | Communication | Pitney Bowes | 9.32 |
| 30796 | 08/13/2015 | UTILITY WATER FUND | Communication | Pitney Bowes | 9.31 |
| 30796 | 08/13/2015 | UTILITY SEWER FUND | Communication | Pitney Bowes | 9.32 |
| 30796 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Pitney Bowes | 9.31 |
| 30797 | 08/13/2015 | UTILITY WATER FUND | Utilities | PUD | 43.87 |
| 30797 | 08/13/2015 | UTILITY SEWER FUND | Utilities | PUD | 43.87 |
| 30797 | 08/13/2015 | UTILITY GARBAGE FUND | Utilities | PUD | 43.87 |
| 30797 | 08/13/2015 | STREET FUND | Utilities | PUD | 43.87 |
| 30797 | 08/13/2015 | STREET FUND | Utilities | PUD | 94.73 |
| 30797 | 08/13/2015 | STREET FUND | Utilities | PUD | 151.91 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 181.05 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 66.76 |
| 30797 | 08/13/2015 | UTILITY WATER FUND | Utilities | PUD | 2,950.73 |
| 30797 | 08/13/2015 | UTILITY SEWER FUND | Utilities | PUD | 2,903.29 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 386.98 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 81.24 |
| 30797 | 08/13/2015 | UTILITY SEWER FUND | Utilities | PUD | 421.45 |
| 30797 | 08/13/2015 | UTILITY WATER FUND | Utilities | PUD | 177.05 |
| 30797 | 08/13/2015 | UTILITY SEWER FUND | Utilities | PUD | 177.05 |

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| 30797 | 08/13/2015 | UTILITY GARBAGE FUND | Utilities | PUD | 177.05 |
| 30797 | 08/13/2015 | STREET FUND | Utilities | PUD | 177.05 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 177.05 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 885.24 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 33.52 |
| 30797 | 08/13/2015 | GENERAL FUND | Utilities | PUD | 79.37 |
| 30797 | 08/13/2015 | STREET FUND | Utilities | PUD | 33.52 |
| 30798 | 08/13/2015 | STREET FUND | Utilities | Puget Sound Energy | 10.53 |
| 30798 | 08/13/2015 | UTILITY WATER FUND | Utilities | Puget Sound Energy | 10.54 |
| 30798 | 08/13/2015 | UTILITY SEWER FUND | Utilities | Puget Sound Energy | 10.53 |
| 30798 | 08/13/2015 | UTILITY GARBAGE FUND | Utilities | Puget Sound Energy | 10.53 |
| 30798 | 08/13/2015 | GENERAL FUND | Utilities | Puget Sound Energy | 44.29 |
| 30798 | 08/13/2015 | STREET FUND | Utilities | Puget Sound Energy | 8.85 |
| 30798 | 08/13/2015 | UTILITY WATER FUND | Utilities | Puget Sound Energy | 8.86 |
| 30798 | 08/13/2015 | UTILITY SEWER FUND | Utilities | Puget Sound Energy | 8.86 |
| 30798 | 08/13/2015 | UTILITY GARBAGE FUND | Utilities | Puget Sound Energy | 8.86 |
| 30798 | 08/13/2015 | GENERAL FUND | Utilities | Puget Sound Energy | 8.85 |
| 30798 | 08/13/2015 | GENERAL FUND | Utilities | Puget Sound Energy | 8.86 |
| 30799 | 08/13/2015 | UTILITY GARBAGE FUND | Miscellaneous | QCL, Inc. | 181.25 |
| 30800 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | QualityBusiness Systems Inc | 6.43 |
| 30800 | 08/13/2015 | STREET FUND | Office Supplies | QualityBusiness Systems Inc | 6.42 |
| 30800 | 08/13/2015 | UTILITY WATER FUND | Office Supplies | QualityBusiness Systems Inc | 6.43 |
| 30800 | 08/13/2015 | UTILITY SEWER FUND | Office Supplies | QualityBusiness Systems Inc | 6.42 |
| 30800 | 08/13/2015 | UTILITY GARBAGE FUND | Office Supplies | QualityBusiness Systems Inc | 6.43 |
| 30801 | 08/13/2015 | UTILITY GARBAGE FUND | Intergovernmental - Recycle | Republic Services | 12,155.25 |
| 30802 | 08/13/2015 | WATER SYSTEM IMPROVEMENT FUND | Professional Services Engineer | RH2 Engineering, Inc. | 3,161.79 |
| 30802 | 08/13/2015 | WATER SYSTEM IMPROVEMENT FUND | Professional Services Engineer | RH2 Engineering, Inc. | 353.84 |
| 30802 | 08/13/2015 | WATER SYSTEM IMPROVEMENT FUND | Professional Services Engineer | RH2 Engineering, Inc. | 1,628.23 |
| 30803 | 08/13/2015 | GENERAL FUND | Miscellaneous Expense | RLI Surety - Seattle | 75.00 |
| 30804 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Shred-it USA LLC | 95.50 |
| 30805 | 08/13/2015 | UTILITY WATER FUND | Repair and Maintenance | Siskun Power Equipment | 77.38 |
| 30805 | 08/13/2015 | STREET FUND | Office/Operating Supplies | Siskun Power Equipment | 109.69 |
| 30805 | 08/13/2015 | UTILITY WATER FUND | Operating Supply | Siskun Power Equipment | 109.69 |
| 30805 | 08/13/2015 | UTILITY SEWER FUND | Operating Supplies | Siskun Power Equipment | 109.69 |
| 30805 | 08/13/2015 | STORMWATER UTILITY FUND | Operating Supplies | Siskun Power Equipment | 109.70 |
| 30805 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Siskun Power Equipment | 109.69 |
| 30806 | 08/13/2015 | GENERAL FUND | Economic Development | Sky Valley Chamber of Commerce | 250.00 |
| 30807 | 08/13/2015 | GENERAL FUND | Department of Emergency Mgmt | Snohomish County DEM | 2,692.50 |
| 30808 | 08/13/2015 | GENERAL FUND | Professional Service - SnoCty | Snohomish County Sheriff | 75,147.58 |
| 30809 | 08/13/2015 | GENERAL FUND | Intergovernmental - SNOPAC | Snopac | 4,955.35 |
| 30810 | 08/13/2015 | GENERAL FUND | Advertising and Legal Notices | Sound Publishing Inc | 17.20 |
| 30811 | 08/13/2015 | STREET IMPROVEMENT FUND | Date Avenue Project | SRV Construction Inc. | 187,170.24 |

| | | | | | |
|-------|------------|----------------------|---------------------------|------------------|--------|
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | -2.14 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | -2.15 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | -2.14 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | -2.14 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | -2.15 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | -2.14 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | -2.15 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | -2.14 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | -10.72 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | GENERAL FUND | Office/Operating Supplies | Verizon Wireless | 37.44 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 55.49 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 12.48 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 12.48 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 12.48 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | 12.48 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 7.48 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | 7.48 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 7.48 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 7.48 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 55.49 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 55.49 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 55.49 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 55.49 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 37.44 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 55.49 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 7.48 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 7.49 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 7.49 |

| | | | | | |
|-------|------------|-------------------------|--------------------------------|---|-------------------|
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 11.10 |
| 30817 | 08/13/2015 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 11.10 |
| 30817 | 08/13/2015 | UTILITY SEWER FUND | Communication | Verizon Wireless | 11.09 |
| 30817 | 08/13/2015 | GENERAL FUND | Communication | Verizon Wireless | 11.10 |
| 30817 | 08/13/2015 | STREET FUND | Communication | Verizon Wireless | 11.10 |
| 30817 | 08/13/2015 | UTILITY WATER FUND | Communication | Verizon Wireless | 7.49 |
| 30818 | 08/13/2015 | GENERAL FUND | Vehicle Maintenance | Wagley Creek Automotive, Inc | 140.00 |
| 30818 | 08/13/2015 | STREET FUND | Vehicle Operation/Maintenance | Wagley Creek Automotive, Inc | 140.00 |
| 30818 | 08/13/2015 | UTILITY WATER FUND | Vehicle Operation/Maintenance | Wagley Creek Automotive, Inc | 140.00 |
| 30818 | 08/13/2015 | UTILITY SEWER FUND | Vehicle Operation/Maintenance | Wagley Creek Automotive, Inc | 140.00 |
| 30818 | 08/13/2015 | UTILITY GARBAGE FUND | Vehicle Operation/Maintenance | Wagley Creek Automotive, Inc | 140.00 |
| 30818 | 08/13/2015 | STORMWATER UTILITY FUND | Vehicle Operation/Maintenance | Wagley Creek Automotive, Inc | 37.27 |
| 30819 | 08/13/2015 | GENERAL FUND | Travel and Seminars | W A State University - Extension Publishing | 200.00 |
| 30820 | 08/13/2015 | UTILITY GARBAGE FUND | Vehicle Operation/Maintenance | Western Systems & Fabrication | 129.02 |
| 30821 | 08/13/2015 | GENERAL FUND | Professional Services | White Lightning Janitorial | 166.67 |
| 30821 | 08/13/2015 | UTILITY WATER FUND | Professional Service - General | White Lightning Janitorial | 55.55 |
| 30821 | 08/13/2015 | UTILITY SEWER FUND | Professional Service | White Lightning Janitorial | 166.66 |
| 30821 | 08/13/2015 | UTILITY SEWER FUND | Professional Service | White Lightning Janitorial | 55.55 |
| 30821 | 08/13/2015 | UTILITY GARBAGE FUND | Professional | White Lightning Janitorial | 55.57 |
| 30821 | 08/13/2015 | GENERAL FUND | Professional Services | White Lightning Janitorial | 20.00 |
| 30821 | 08/13/2015 | UTILITY WATER FUND | Professional Service - General | White Lightning Janitorial | 6.67 |
| 30821 | 08/13/2015 | UTILITY SEWER FUND | Professional Service | White Lightning Janitorial | 20.00 |
| 30821 | 08/13/2015 | UTILITY SEWER FUND | Professional Service | White Lightning Janitorial | 6.66 |
| 30821 | 08/13/2015 | UTILITY GARBAGE FUND | Professional | White Lightning Janitorial | 6.67 |
| 30821 | 08/13/2015 | GENERAL FUND | Professional Services | White Lightning Janitorial | 40.00 |
| 30821 | 08/13/2015 | UTILITY WATER FUND | Professional Service - General | White Lightning Janitorial | 13.33 |
| 30821 | 08/13/2015 | UTILITY SEWER FUND | Professional Service | White Lightning Janitorial | 40.00 |
| 30821 | 08/13/2015 | UTILITY SEWER FUND | Professional Service | White Lightning Janitorial | 13.33 |
| 30821 | 08/13/2015 | UTILITY GARBAGE FUND | Professional | White Lightning Janitorial | 13.34 |
| | | | | TOTAL | 598,418.18 |

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: C - 3
DATE: August 13, 2015
SUBJECT: Water Conservation - Level I Declaration
CONTACT PERSON: Mick Matheson, P.E., Public Works Director



ISSUE:

The issue before the City Council is to approve the declaration of a "Level 1" water supply problem by the Public Works Director.

STAFF RECOMMENDATION:

Staff recommends approving a declaration of a "Level 1" water supply problem by the Public Works Director.

SUMMARY:

Record-setting low river levels combined with hot and dry weather have significantly increased the demand for water. This demand has led Everett, Seattle, and Tacoma to implement the first stage of their water shortage response plans.

Everett's water outlook is fair. Calculations show that Everett has adequate water to supply Snohomish County through the summer and fall when the region typically gets rainfall that replenishes water supplies. Everett is activating Stage 1 of its Drought Response Plan as a proactive measure.

Everett's Stage 1 is an Advisory stage where the public is informed that a water shortage may occur and is encouraged to use water wisely.

Important examples include:

- **Watering early or late.** Water before 8 a.m. or after 7 p.m., which reduces evaporation.
- **Watering deeply, but infrequently:** It's better to have one or two deep waterings, rather than several shallow waterings.
- **Washing vehicles wisely:** Wash your vehicle(s) at locations that recycle their water.
- **Using a broom, not a hose:** Use a broom, rather than a hose to clean sidewalks, driveways, and patios.
- **Washing full loads:** Wait until your clothes washer and dishwasher are full before starting.

The City of Sultan has a "Level 1 Water Supply Problem" defined in Sultan Municipal Code 13.13.020. During a Level I water supply problem, the Public Works Director may request voluntary water conservation measures by notice to and education of the customers of the

Sultan water utility. Lake 16 (the City's raw water reservoir) is being monitored on a weekly basis and is performing well. Nevertheless, staff recommends that the City of Sultan follow the lead of the region's largest water suppliers and declare a Level I Water Supply Problem.

Approval of a declaration of a Level I water supply problem will initiate a press release, and prompt City staff to include water conservation materials in the City's utility bills.

FISCAL IMPACT:

There may be a reduction in revenue due to less water being used by Sultan water customers.

RECOMMENDED ACTION:

Approval of a declaration of a "Level I" water supply problem as identified in Sultan Municipal Code 13.13.020.

**SULTAN PLANNING BOARD
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 4
DATE: August 13, 2015
SUBJECT: Ordinance 1218-15 Amend SMC 16.12.050 HOD
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is the adoption of Ordinance 1218-15, proposed amendments to SMC 16.12.050 to allow agricultural produce stands as a temporary use without the requirement to be part of a planned retail center. A public hearing was held during the council meeting on July 9, 2015. The ordinance was introduced for a first reading on July 9, 2015 with a change to delete the requirement to comply with the Industrial Master Plan.

The Ordinance was on the July 23, 2015 agenda and approved for adoption. The city is required to submit proposed permanent changes to development regulations to the Washington State Department of Commerce prior to adoption. The changes were submitted and expedited review was approved however, final adoption could not occur earlier than July 28, 2015.

DISCUSSION:

The Council was approached by Stockings Produce to allow the placement of a temporary agricultural produce stand on property located on the east side of the city in the Highway Oriented Development Zone (HOD). The current language in SMC 16.12.050(B)(3)(aa) and .50(d)(1) allow as a permitted use:

Agricultural produce stands (temporary use) as part of planned retail center

The City attorney has advised the city can amend the code to delete the condition "as part of a planned retail center". The amendment does not need prior review or approval of the Planning Board but does require a public hearing. The proposed permanent changes to development regulations must be submitted to the Department of Commerce in accordance with RCW 36-70A3106(3)(a) as part of the adoption process.

ACTION:

Adoption of Ordinance 1218-15, proposed amendments to SMC 16.12.050 to allow agricultural produce stands as a temporary use without the requirement to be part of a planned retail center.

ATTACHMENTS: A. Ordinance 1218-15 – SMC 16.12.050 HOD Zones

**CITY OF SULTAN
WASHINGTON
ORDINANCE NO. 1218-15**

**AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, AMENDING
SULTAN MUNICIPAL CODE SECTION 16.12.050, ALLOWED USES IN
HIGHWAY ORIENTED DEVELOPMENT ZONES ; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, The current Code 16.12.050 lists temporary agricultural produce stands as a part of planned retail centers; and

WHEREAS, the City Council feels that this is an unnecessary limitation on a business service that is important to the citizens of Sultan: and

WHEREAS, the City Council wants to encourage economic development and remove unnecessary restrictions

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, DO
ORDAIN AS FOLLOWS:**

Section 1. Sultan Municipal Code (SMC) 16.12.050 is hereby amended to read as follows:

16.12.050 Highway-oriented development (HOD) zone.

A. General Description of Character and Intent of the Zone. This zone includes areas that have the potential to accommodate moderate to dense highway-oriented development along Route 2. Commercial and office uses as part of a planned retail center are envisioned for this zoning district.

B. Permitted Uses.

1. Residential.

a. Caretaker residences.

2. Hotels and Guest Houses. Any building used or intended to be used, rented, or hired out to be occupied for sleeping purposes by guests.

a. Apartment hotels;

b. Hotels;

c. Motels;

d. Bed and breakfast inns;

e. Guest houses.

3. Retail Trade Establishments/Wholesale Trade Establishments. Establishments primarily engaged in providing finished products to individuals and retailers.

- a. Pawnshops;
- b. Bakeries;
- c. Apparel and accessories shops;
- d. Florists and plant nurseries;
- e. Gift shops;
- f. Book and stationery stores;
- g. Electrical and electronic products shops;
- h. Furniture stores;
- i. Handicraft, craft, and artisan shops;
- j. Home building supply stores;
- k. Grocery stores/supermarkets;
- l. Household items stores;
- m. Office furnishings and equipment stores;
- n. Photographic equipment/camera shops;
- o. Sporting goods stores;
- p. Automobile service stations;
- q. Car washes;
- r. Automobile sales and services;
- s. Automobile rental agencies;
- t. Shopping centers;
- u. Retail food establishments;
- v. Pharmacies;
- w. Bars/taverns/cocktail lounges;

- x. Flea markets;
- y. Theaters/museums/art galleries;
- z. Public transit terminals;
- aa. Agricultural produce stands temporary use ~~as part of planned retail center~~);
- bb. Video rentals and sales.

4. Personal Service Establishments. Establishments primarily engaged in providing services to individuals.

- a. Barber shops;
- b. Beauty salons;
- c. Health clubs;
- d. Private clubs;
- e. Funeral homes/mortuaries;
- f. Shoe repair shops;
- g. Opticians;
- h. Automobile fuel dispensing and repair and servicing conducted inside a building;
- i. Laundromats/laundry and dry cleaning establishments;
- j. Day care centers;
- k. Veterinarians/animal kennels and shelters;
- l. Banks;
- m. Tattoo parlors, when properly certified and licensed by the state of Washington.

5. Business and Professional Offices. Establishments primarily engaged in rendering services to businesses or private individuals on a contract or fee basis.

- a. Advertising agencies;
- b. Accounting services;
- c. Legal services;

- d. Finance, insurance, and real estate services;
- e. Health care facilities/doctors' and dentists' offices;
- f. Employment services;
- g. Travel agencies;
- h. Professional consultants;
- i. Off-set printing and publishing/photocopying/photo processing services.

6. Government Services, Public Utilities, and Quasi-Public Facilities. Government agencies and entities that provide administrative and related services to the community.

- a. Libraries;
- b. Government offices;
- c. Post offices;
- d. Public safety (police/fire) stations.

7. Recreational and Entertainment Facilities. Active or passive recreational areas or establishments engaged in providing amusement or entertainment services.

- a. Ball parks;
- b. Urban parks;
- c. Night clubs combined with a bar or restaurant, etc.;
- d. Game/video arcades.

8. Miscellaneous Associated Facilities.

- a. Recreational vehicle parks;
- b. *Repealed by Ord. 1142-12.*

9. Manufacturing.

- a. Food processing in conjunction with retail sales of food/beverage products.

C. Conditional Uses.

1. Manufacturing Uses.

- a. Freezer plants/cold storage/food mills/fertilizer production and storage;
- b. Apparel/finished products;

- c. Building construction yards;
 - d. Electrical/electronics;
 - e. Metal products;
 - f. Computer equipment;
 - g. Leather products;
 - h. Adult entertainment.
- 2. Lift stations/wells/pumps.
 - 3. Substations.
 - 4. Houses of worship.
 - 5. Transmission lines.
 - 6. Seasonal parking facility.

D. Temporary Uses.

- 1. ~~Agricultural produce stands as part of a planned retail center.~~
- 2. Accessory Uses.
 - a. Caretaker residences;
 - b. Parking structures.

E. All of the above uses shall be permitted in the HOD zone; provided, that all of the standards for each use, as specified in the following table of dimensional and density requirements, and those performance standards that apply to the proposed development have been observed. The performance standards that could apply include those found in the following list:

- 1. Residential performance standards (including subdivision regulations);
- 2. Nonresidential performance standards;
- 3. Off-street parking and loading standards;
- 4. Sign standards;
- 5. Hillside and geologically hazardous development standards;
- 6. Recreational and open space standards;
- 7. Streams and wetlands standards;

8. Landscape standards;
9. Stormwater management standards;
10. Shoreline management standards;
11. Vegetation protection standards;
12. Floodplain protection standards;
13. Wellfield/groundwater protection standards;
14. Fish and wildlife areas protection standards;
15. ~~Industrial park master plan.~~

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13th DAY OF AUGUST 2015.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk
Approved as to form:

Amy Mill, City Attorney
Date of Publication:

Effective Date:

**Highway-Oriented Development (HOD) Zone
Table of Dimensional and Density Requirements**

| Uses Permitted | Maximum Units/Acre | Minimum Lot Dimensions (ft) | | | Minimum Yard Setbacks (ft) | | | Max. Bldg. Hgt. (ft) | Max. Lot Coverage (%) |
|--|--------------------|-----------------------------|------------|------------|----------------------------|-----------|------|----------------------|-----------------------|
| | | Area | Width (ft) | Depth (ft) | Front | Each Side | Rear | | |
| Caretaker Residence | - | 4,500 sq. ft. | 50 | 90 | 25 | 10 | 25 | 30 | 25 |
| Guest Houses | 12 rooms | 0.5 acres | 100 | 100 | 25 | 10 | 25 | 30 | 35 |
| Hotels/Apartment Hotels | 30 rooms | 0.5 acres | 100 | 100 | 25 | 10 | 25 | 30 | 35 |
| Motels | 30 rooms | 1 acre | 100 | 200 | 25 | 10 | 25 | 30 | 25 |
| Bed and Breakfast Inns/Guest Houses | 16 rooms | 0.5 acres | 100 | 100 | 25 | 25 | 25 | 30 | 25 |
| Retail Trade Establishments ¹ | - | 10,000 sq. ft. | 70 | 80 | 25 | 10 | 25 | 30 | 25 ^a |
| Agricultural Produce Stands/Plant Nurseries ^a | - | 10,000 sq. ft. | 70 | 80 | 25 | 10 | 10 | 30 | 50 |
| Home Building Supply Stores | - | 1 acre | 100 | 200 | 50 | 25 | 50 | 30 | 35 ^a |

| | | | | | | | | | | |
|--|---|----------------|-----|-----|----|----|----|----|----|-----------------|
| Flea Markets ³ | - | 1 acre | 100 | 200 | 25 | 25 | 25 | 25 | 30 | 25 |
| New and Used Car Sales and Service Facilities | - | 1 acre | 100 | 200 | 25 | 25 | 25 | 25 | 30 | 25 ⁶ |
| Automobile Service Stations/Car Washes | - | 0.5 acres | 100 | 100 | 25 | 25 | 25 | 25 | 30 | 25 |
| Automobile Rental Agencies | - | 10,000 sq. ft. | 70 | 80 | 25 | 10 | 25 | 25 | 30 | 20 |
| Shopping Centers | - | 2 acres | 200 | 300 | 25 | 25 | 50 | 50 | 30 | 25 ⁶ |
| Wholesale/Storage/Distribution Facilities | - | 1 acre | 100 | 200 | 25 | 25 | 25 | 25 | 30 | 40 ⁶ |
| Personal Services Establishments ¹ | - | 10,000 sq. ft. | 70 | 80 | 10 | 10 | 25 | 25 | 30 | 35 ⁶ |
| Veterinarians/Animal Kennels and Shelters | - | 0.5 acres | 100 | 100 | 25 | 25 | 50 | 50 | 30 | 40 |
| Public Transit Terminal Facilities | - | 2 acres | 200 | 200 | 50 | 25 | 50 | 50 | 30 | 20 |
| Parking Structures ⁴ | - | 0.5 acres | 100 | 100 | 10 | 10 | 10 | 10 | 30 | 60 |
| Automobile Repair and Service Facilities | - | 0.5 acres | 100 | 100 | 25 | 25 | 50 | 50 | 30 | 25 |
| Business/Professional Services Establishments ¹ | - | 10,000 sq. ft. | 70 | 80 | 10 | 10 | 25 | 25 | 30 | 35 ⁶ |

| | | | | | | | | | | |
|---|---|----------------|-----|-----|-----|-----|-----|-----|-----|-----------------|
| Libraries | - | 0.5 acres | 100 | 100 | 100 | 25 | 20 | 25 | 30 | 40 ⁶ |
| Government Offices | - | 10,000 sq. ft. | 70 | 80 | 10 | 10 | 10 | 25 | 30 | 35 ⁶ |
| Post Offices | - | 1 acre | 100 | 200 | 25 | 20 | 20 | 60 | 30 | 25 ⁶ |
| Health Care Facilities | - | 0.5 acres | 100 | 100 | 25 | 25 | 25 | 25 | 30 | 25 ⁶ |
| Public Safety (Police/Fire) Stations | - | 0.5 acres | 100 | 100 | 25 | 25 | 25 | 40 | 30 | 35 ⁶ |
| Sewage Lift Station/Water Pump Station ³ | - | 0.5 acres | 100 | 100 | 25 | 30 | 30 | 30 | 30 | 40 |
| Electrical Substations ³ | - | 10,000 sq. ft. | 70 | 80 | 25 | 15 | 15 | 25 | 30 | 40 |
| Transmission Lines ³ | - | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Tattoo Parlors ⁷ | - | 1 acre | 100 | 200 | 25 | 25 | 25 | 35 | 30 | 25 |
| Houses of Worship ³ | - | 1 acre | 100 | 200 | 25 | 25 | 25 | 25 | 30 | 30 ⁶ |
| Recreation Facilities | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 30 | 10 |
| Game/Video Arcades ¹ | - | 10,000 sq. ft. | 70 | 80 | 25 | 25 | 25 | 25 | 30 | 25 |

| | | | | | | | | | |
|---|-------------|---------------|-----|-----|----|----|----|-----|-----------------|
| Night Clubs | - | 1 acre | 100 | 200 | 25 | 30 | 50 | 30 | 25 |
| Adult Entertainment Facilities ^{3,7} | - | 1 acre | 100 | 200 | 25 | 25 | 35 | 30 | 25 |
| Recreational Vehicle Parks | 20 vehicles | 2 acres | 200 | 200 | 50 | 25 | 25 | 30 | 10 |
| Seasonal Parking Facility ³ | - | 2,500 sq. ft. | 50 | 50 | 10 | 5 | 5 | N/A | N/A |
| Limited Food/Beverage Processing Facilities | - | 1 acre | 100 | 200 | 25 | 25 | 25 | 30 | 30 ⁶ |
| Manufacturing Uses ³ | - | 0.5 acres | 100 | 200 | 25 | 25 | 25 | 30 | 30 ⁶ |

¹Permitted subject to inclusion in a planned retail center. Establishments larger than 10,000 g.s.f. may be freestanding.

²Minimum dimensional requirements for recreational facilities shall be established by the building and zoning official, based on the recreation performance standards.

³Conditional use.

⁴Temporary use as part of a planned retail center.

⁵Accessory use.

⁶Transfer of floor area from critical areas may be applicable:

Buildable Area Calculation – Transfer of Floor Area. An owner of a site or property containing critical areas (streams and wetlands) may be permitted to transfer the available floor area attributed to the size of the critical area to the unconstrained portion of the same site or property, and reduce the parking requirements for the development by an area equal to the floor area transferred, subject to the following requirements:

- (1) The critical area and or stream corridor and required buffers be dedicated to the city as an easement.
- (2) The minimum parking requirements for the proposed single-story land use, based on maximum lot coverage and net usable lot area is provided.

⁷No adult entertainment facility shall be located any closer than 400 feet from the nearest right-of-way line of State Route 2, nor shall any such facility be located within 1,000 feet of any school or house of worship.

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item: A-1
Date: August 13, 2015
SUBJECT: Adoption of Resolution 15-08



CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

ISSUE:

The issue before the Council is to adopt a resolution establishing new fire hydrant paint standards in the City of Sultan's Water and Sewer Engineering Standards to allow alternative colors and design patterns subject to approval of the Public Works Director.

STAFF RECOMMENDATION:

Adopt Resolution A-1 establishing new fire hydrant paint standards in the City of Sultan's Water and Sewer Engineering Standards to allow alternative colors and design patterns.

SUMMARY:

The City Council of the City of Sultan has determined that it is in the best interest of the City of Sultan to partner with the Sky Valley Arts Council and Fire District 5 to promote a program to enhance the arts program and promote the artists in the area.

The language in the City of Sultan's Fire Hydrant Paint Standards in the Water and Sewer Engineering Standards is proposed to be changed to allow alternative colors and design patterns subject to approval of the Public Works Director.

FISCAL IMPACT:

Changing the Fire Hydrant Paint Standards does not have any fiscal impact on the City of Sultan.

RECOMMENDED ACTION:

I move to adopt Resolution A-1 establishing new fire hydrant paint standards in the City of Sultan's Water and Sewer Engineering Standards to allow alternative colors and design patterns.

**CITY OF SULTAN
WASHINGTON
RESOLUTION NO. 15-08**

**A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON,
ESTABLISHING NEW FIRE HYDRANT PAINT STANDARDS IN THE
CITY OF SULTAN'S WATER AND SEWER ENGINEERING
STANDARDS FIRST ESTABLISHED ON MARCH 3, 2004.**

WHEREAS, the City Council of the City of Sultan has determined that it is in the best interest of the City of Sultan to partner with the Sky Valley Arts Council and Fire District 5 to promote a program to enhance the arts program and promote the artists in the area.

WHEREAS, the City Council of the City of Sultan approved partnering with the Sky Valley Arts Council and Fire District 5 to make available 245 City Fire Hydrants for public art.

WHEREAS, the language in the City of Sultan's Fire Hydrant Paint Standards in the Water and Sewer Engineering Standards currently reads, "*Fire Hydrant to be painted with two coats of Derusto Paint, Red with White Caps*".

WHEREAS, the language in the City of Sultan's Fire Hydrant Paint Standards in the Water and Sewer Engineering Standards is proposed to be changed to allow alternative colors and design patterns subject to approval of the Public Works Director."

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section W-12 Sultan's Water and Sewer Engineering Standards. The City Council hereby adopts the following changes in the language of the Fire Hydrant Assembly from "Fire Hydrant to be painted with two coats of Derusto Paint, red with white Caps" to "Fire Hydrant to be painted with two coats of Derusto Paint, red with white Caps, or may be painted with alternative colors and design patterns subject to approval of the Public Works Director".

PASSED AND ADOPTED this 13th day of August, 2015.

Carolyn Eslick, Mayor

ATTEST:

Laura J. Koenig, City Clerk

**CITY OF SULTAN
AGENDA ITEM COVER SHEET**

ITEM NO: A-2
DATE: August 13, 2015
SUBJECT: Transportation Improvement Board (TIB) Small Cities Grant Program
CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator



ISSUE:

The issue before the Council is to authorize Mayor Eslick to sign the necessary documents to apply to the Transportation Improvement Small City Arterial Grant Program (SCAP), and Preservation Program.

STAFF RECOMMENDATION:

1. Apply to the TIB for \$400,140 under the SCAP for funding to reconstruct 4th Street and 5th Street from the north edge of US 2 to the south edge of Alder Avenue and authorize Mayor Eslick to sign the necessary documents.
2. Apply to the TIB for \$192,907 under the Small City Preservation program to overlay 700 feet of 4th Street from Fir Avenue to High Avenue and Authorize Mayor Eslick to sign the necessary documents.

SUMMARY STATEMENT:

The Washington State Legislature created the Transportation Improvement Board (TIB) to foster state investment in quality local transportation projects.

TIB is an independent state agency that distributes and manages street construction and maintenance grants to 320 cities and urban counties throughout Washington State. The funding for TIB's grant programs comes from revenue generated by three cents of the statewide gas tax.

The Small City Arterial Program was formally established by the Legislature in 1995. Projects preserve and improve eligible city streets consistent with local needs in cities with a population less than 5,000.

The Transportation Improvement Board has called for projects for the TIB 2016 Small City Arterial Program (SCAP) and the Small City Preservation Program. Program applications are due August 21, 2015.

Gray and Osborne has helped the City prepare the grant applications on a pro bono basis.

FISCAL IMPACT:

The TIB match requirement for the Small City Program is 5% which will require \$21,060 of City funds.

The match requirement for the Preservation Grant Program is also 5% which will require \$10,253 of City funds.

The City funds for these projects are proposed to come from REET 2 and the 2016 City Street budget.

RECOMMENDED ACTIONS:

Motion #1: Direct staff to apply to the TIB for \$400,140 under the Small City Grant Program for funding to reconstruct 4th Street and 5th Street from the north edge of US 2 to the south edge of Alder Avenue and authorize Mayor Eslick to sign the necessary documents.

Motion #2: Direct staff to apply to TIB for \$192,907 under the Small City Preservation Grant Program to overlay 700 feet of 4th Street from Fir Avenue to High Avenue and authorize Mayor Eslick to sign the necessary documents.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 3
DATE: August 13, 2015
SUBJECT: Timber Harvest Agreement
CONTACT PERSON: Mick Matheson, P.E., Public Works Director



ISSUE:

The issue before the City Council is to authorize the Mayor to sign a contract with Bowman Logging Company to perform a timber harvest in the City's watershed pursuant to the terms outlined in the agreement.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the Mayor to sign a contract with Bowman Logging Company to perform a timber harvest in the City's watershed pursuant to the terms outlined in the agreement.

SUMMARY:

The City has been working with Lusignan Forestry Inc. to implement the next stage of the forestry management plan in the City's watershed. Lusignan has traditionally worked with Bowman Logging Company due to their familiarity with the watershed and the timber within it.

Mr. Jim Frost representing Lusignan Forestry will be in attendance at the August 13, 2015 council meeting to answer technical questions.

FISCAL IMPACT:

The timber harvested will be sold by Lusignan Forestry to timber purchasers. Said payment will be made on purchasers scale or other agreed upon basis as a deduction from the sale price of logs at the following rates:

For all logs sold as poles, Operator shall be paid \$150.00/MBF plus hauling which will be calculated at state rates plus 40 percent.

For all logs harvested from the Thinning unit sold on a Scribner scale basis, Operator shall be paid \$120.00/MBF plus hauling which will be calculated at state rates plus 40 percent.

For all logs harvested from the Even-Aged unit sold on a Scribner scale basis, Operator shall be paid \$77.00/MBF plus hauling which will be calculated at state rates plus 40 percent.

For all logs sold on a weight basis (tons), Operator shall be paid \$12.00/ton plus hauling which will be calculated at state rates plus 40 percent.

Should the sale price not exceed the logging plus hauling cost by 10%, the Operator's payment shall be reduced so that there is at least 10% for the Owner.

All revenue from the sale of timber must be deposited into the Water Capital Fund.

RECOMMENDED ACTION:

A motion to authorize the Mayor to sign a contract with Bowman Logging Company to perform a timber harvest in the City's watershed pursuant to the terms outlined in the agreement.

ATTACHMENTS:

A - Logging Agreement

LOGGING AGREEMENT
EXPORT RESTRICTED TIMBER

THIS AGREEMENT is dated the 13th day of August, 2015, between City of Sultan whose address is P O Box 1199, Sultan, WA 98394 hereinafter called "Owner" and Bowman Logging Co. Inc. whose address is Attn: Dan Bowman, P O Box 388, Monroe, WA 98272 hereinafter called "Operator".

1. Operator shall have the right until September 10, 2016, to enter upon the:

2015 Watershed Thinning Unit: Portion of Section 16, Township 28 North, Range 8 East, W.M., Snohomish County, Washington. FPA 2812770 (Exhibit A)

AND

2015 Watershed Even-Aged Harvest Unit: Portion of Section 16, Township 28 North, Range 8 East, W.M., Snohomish County, Washington. FPA TBD (Unit 1 on Exhibit B)

Both harvest units are shown on the attached maps called "Exhibit A" and "Exhibit B" and hereinafter collectively called "contract area". Said right of entry is for the purpose of logging and cutting all trees designated by "Owner" and removing from said trees any and all merchantable products. Said merchantable material to be delivered to markets as specified by Owner. Operator shall discontinue harvest once Owner has met or exceeded a pre-determined net stumpage amount.

THIS TIMBER FROM THIS HARVEST IS PUBLIC TIMBER and therefore EXPORT RESTRICTED. The Operator acknowledges he is aware of this and will abide by all applicable laws and regulations relating to such timber. Furthermore, Operator shall:

- a. Paint with a 2-inch minimum diameter spot of red paint both ends of all logs and hammer brand log ends of all logs 10 inches and greater in diameter.
 - b. Complete all special reporting requirements as outlined in WAC 240-15-025, if any. Forms will be supplied by Lusignan Forestry, Inc if applicable.
2. Operator shall enter upon the contract area and cut and remove therefrom, within the time specified above and in conformity with the best logging practices, all products described above; shall use every reasonable effort to avoid breakage and damage to residual trees, and upon completion of logging, or prior to termination of this agreement, shall promptly remove all logging equipment from the contract area. In addition, operator shall:
- a. Perform bulldozer time at the direction of the landowner or his representative at the rate of \$85.00 per hour.
3. Payment in full consideration for the performance of all Operator's obligations hereunder shall be made weekly through the offices of Lusignan Forestry, Inc., as payments are received from

purchasers. Said payment to be made on purchasers scale or other agreed upon basis as a deduction from the sale price of logs at the following rates:

For all logs sold as **poles**, Operator shall be paid \$150.00/MBF plus hauling which will be calculated at state rates plus 40 percent.

For all logs harvested from the **Thinning unit** sold on a Scribner scale basis, Operator shall be paid \$120.00/MBF plus hauling which will be calculated at state rates plus 40 percent.

For all logs harvested from the **Even-Aged unit** sold on a Scribner scale basis, Operator shall be paid \$77.00/MBF plus hauling which will be calculated at state rates plus 40 percent.

For all logs sold on a weight basis (**tons**), Operator shall be paid \$12.00/ton plus hauling which will be calculated at state rates plus 40 percent.

Should the sale price not exceed the logging plus hauling cost by 10% the Operator's payment shall be reduced so that there is at least 10% for the Owner.

4. In conducting operations hereunder, Operator shall conform to all federal, state, and municipal laws and regulations pertaining to safety, logging, forestry, and any other laws and regulations which might affect the operations hereunder covered.

5. Operator shall:

(a) At his own expense, maintain all necessary roads and facilities in good condition at all times, using Operator's available equipment. The roads to be kept suitable for travel by normal passenger vehicles. Any new roads constructed must be approved by Owner before construction commences. Any additional materials (i.e. crushed rock or culverts, etc.) will be supplied at Owner's expense.

(b) At his own expense, devote every reasonable effort and all facilities and employees to the prevention and suppression of any fires on the contract area, regardless of the cause or place of origin of such fire and shall furnish fire fighting equipment required by state law.

(c) Permit Owner to inspect all operations, facilities, scale reports, books, and other data in any way related to the performance of Operator's obligation.

(d) Pay all costs of labor and materials furnished hereunder and keep timber and all property of Owner free from all liens and encumbrances.

(e) Pay full delivered value for any timber not delivered to specified purchasers designated by Owner.

6. **SUSPENSION OF OPERATIONS:** If Owner determines in good faith that weather conditions, the presence of protected or endangered species on or near the contract area, or other environmental conditions are creating an excessive fire hazard or risk of excessive damage to roads, soils, surface water or other natural resources, or to any public resources, or risk of the

violation of any applicable permits or environmental laws or regulations, Owner may notify Operator to temporarily suspend operations hereunder. Upon receipt of such notice, Operator shall immediately cease and suspend such operations until such time as Owner notifies Operator that it may re-commence operations.

7. JUDGMENT OF LOGGING SHOW: Operator is familiar with the logging show, has examined the timber, contract area and access roads, and knows the conditions of the premises and the quantity and quality of the timber. Operator is relying solely upon its examination, knowledge, information, judgment and experience in entering into this Agreement and is not relying on any representations of any employees or agents of Owner. Operator has examined and understands the Timber Harvest Permit(s).

8. (a) For the purpose of this agreement the Owner shall be considered the harvester and will cause the Forest Excise Tax of Washington to be paid.

(b) Owner has made no representation as to the present or future conditions of its property, and Operator assumes all risk of damage to property or of injury to Operator in connection with the exercise of rights hereunder.

(c) Owner warrants that he has the right legally to sell the timber, and shall indemnify and hold harmless Operator against all claims and liabilities asserted by third parties resulting from a proven lack or defect of such right.

(d) Operator shall pay for damage to Owner's property resulting directly or indirectly from the negligent act or omission of Operator hereunder, and shall reimburse Owner for all costs reasonably incurred for fighting fire resulting directly or indirectly from the Operator's act or omissions hereunder whether negligent or otherwise, during the term of this agreement.

(e) Operator shall indemnify and hold harmless Owner against all claims or liabilities asserted by third persons resulting directly or indirectly from the Operator's acts or omissions hereunder whether negligent or otherwise.

(f) Operator shall obtain and maintain during the term hereof liability insurance covering all motor vehicles and all other operations hereunder, with limits not less than \$1,000,000/\$2,000,000 personal injury and \$1,000,000 property damage. Operator shall furnish, prior to commencing operations hereunder, a certificate issued in connection with such policy naming Owner (and Lusignan Forestry) as an additional insured party and providing for ten days prior notice of cancellation to Lusignan Forestry, Inc., P O Box 1007, Shelton, WA 98584.

Operator shall also provide Lusignan Forestry with reasonable evidence that Operator has obtained and is maintaining insurance for worker's compensation, disability benefits and other similar employee benefit or industrial insurance acts in the amount required by applicable law covering all of the Operator's employees, and that Operator has paid all premiums due in connection therewith upon request.

(g) Operator shall brand logs of each load with LFI. A \$150.00 deposit is required for each branding hammer.

(h) Operator shall prepare a truck slip for each load at time of shipping (forms provided by Owner). One copy of all slips for loads delivered during a week are to be sent to Owner's representative within three days of the end of each week.

9. (a) As security for performance of this agreement, Operator agrees to furnish Owner with a performance bond or equivalent in an amount not less than \$10,000. Said security to remain with Owner's representative until such time as all aspects of the agreement have been completed to Owner's satisfaction.

(b) This agreement shall terminate (1) immediately upon insolvency, adjudication of bankruptcy, or appointment of a receiver for the property of Operator or any partner thereof, and (2) ten days after notice of default given by either party to the other, if default has not been remedied within such time.

(c) Any failure to exercise a right to terminate this agreement in case of default shall not constitute a waiver on the defaulting party's obligation to perform strictly in accordance with the terms of this agreement. Any such right to terminate shall remain in full force and effect and may be exercised so long as the default continues.

(d) Nothing herein contained shall be construed to make the Operator an agent of Owner or to authorize Operator to oblige Owner, or to constitute Operator and Owner joint adventurers.

(e) Any notice that shall be given hereunder may be served personally or by registered mail addressed to the party to be served at the latter's post office address herein set forth.

(f) This agreement shall not be assignable in whole or in any part by operation of law or otherwise, except upon written consent of the Owner. Any attempted assignment or sub-contracting shall be void.

(g) Owner has designated the professional foresters of LUSIGNAN FORESTRY, INC., 1530 Boundary Rd, Elma, WA 98541 / P O Box 1007, Shelton, Washington 98584, telephone (360) 426-1140, as its representative. Said forestry firm shall handle contract compliance, sale layout, log marketing, log accounting and preparation of forest excise tax reports and payment of forest excise tax and contract obligations through deductions from logging proceeds. Said foresters shall also decide any and all questions which may arise between Owner and Operator as to the quality and acceptability of work performed by Operator under this agreement.

(h) This agreement may be extended or altered by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate, as of the day and year herein above stated.

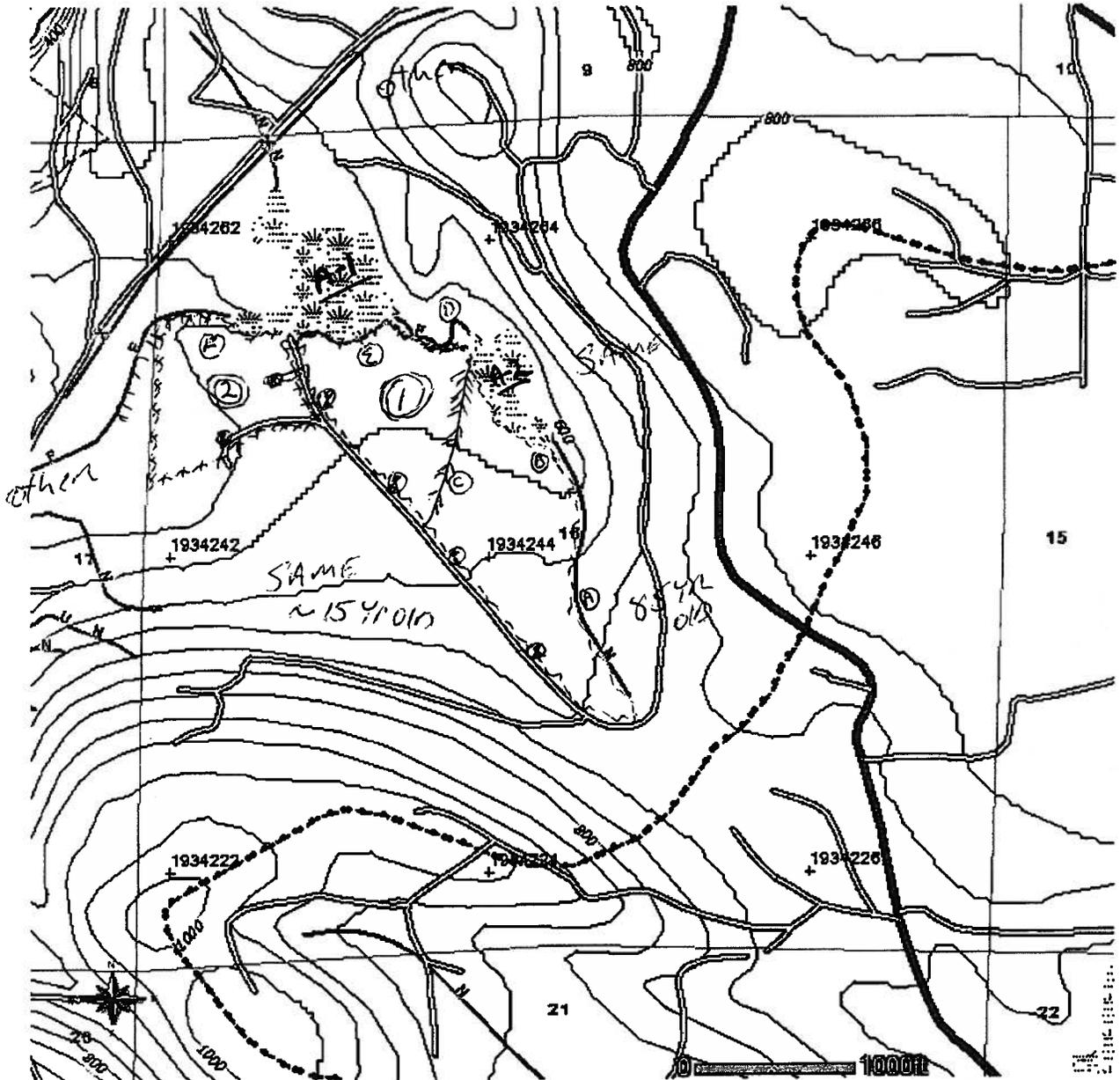
Date City of Sultan, Timber Owner

Date Dan Bowman, Bowman Logging Co Inc., Operator

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 28 NORTH HALF 0, RANGE 8 EAST (W.M.) HALF 0, SECTION 16

Application #: _____



Please use the legend from the FPA Instruction or provide a list of symbols used.

① = Unit Number

Ⓐ = STREAM ID

Ⓢ = CANYON
~ ~ ~ = Elevation

~ ~ ~ = Elevation

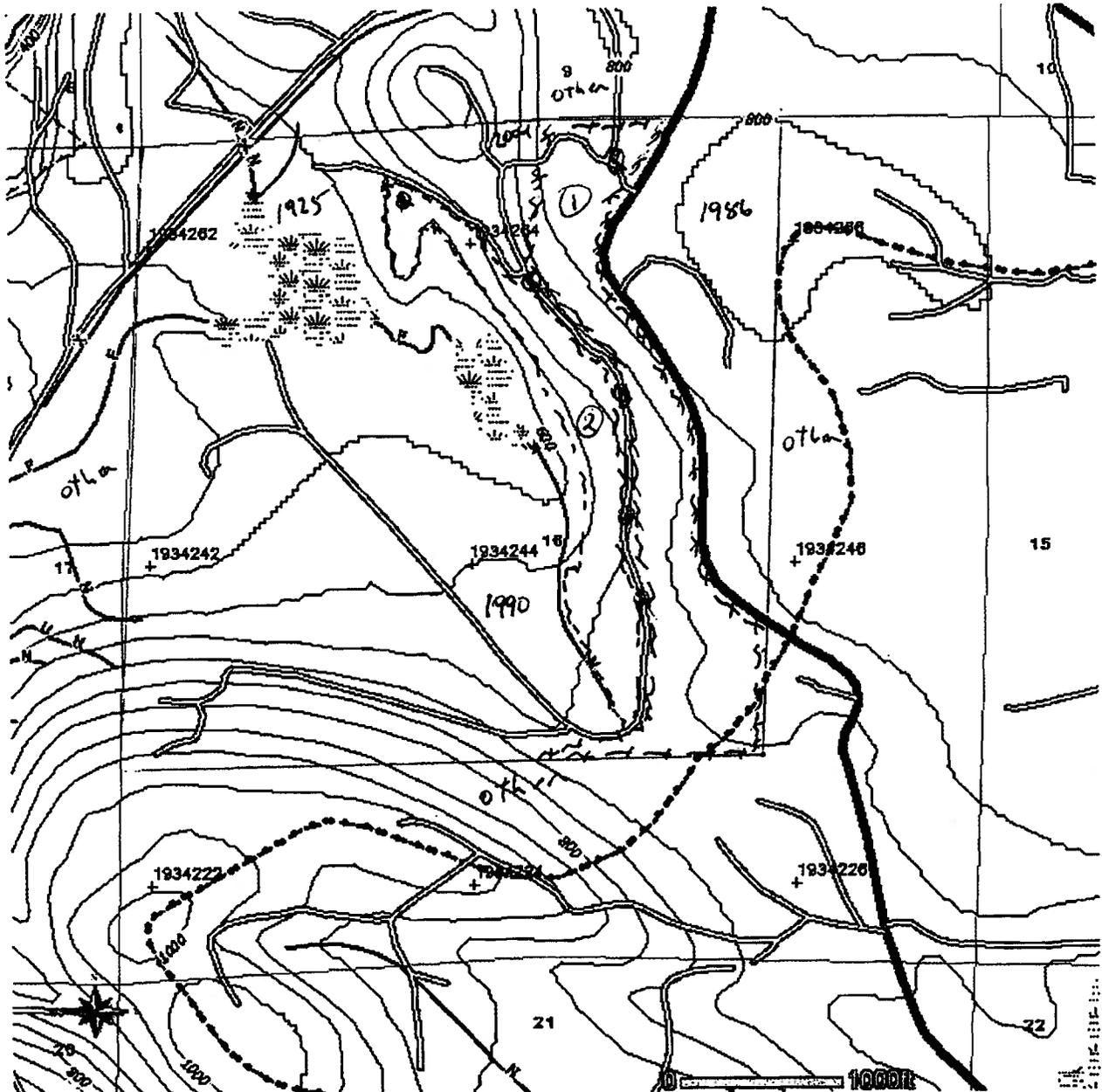
Monday, July 23, 2012 8:13:23 PM
NAD 83
Contour Interval: 40 Feet

No 2812770

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 28 NORTH HALF 0, RANGE 8 EAST (W.M.) HALF 0, SECTION 16

Application #: _____



Please use the legend from the FPA Instruction or provide a list of symbols used.

- = UNEVEN AGE UNIT
- = EVEN AGE UNIT
- ⊙ = APPROX LOCATION OF CANDYBARS
- UNITS & BARS LOCATED IN UNIT ②

Wednesday, April 22, 2015 12:23:44 PM
 NAD 83
 Contour Interval: 40 Feet

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 4

DATE: August 13, 2015

SUBJECT: Water Booster Pump Station

CONTACT PERSON: Mick Matheson, P.E., Public Works Director



ISSUE:

The issue before the City Council is acceptance of the Energy Service Proposal for process and efficiency improvements for the City of Sultan's Potable Water Booster Pump Station, and to authorize the Washington State Department of Enterprise Services (DES) to generate contract documents for Energy Conservation Measure 5.

STAFF RECOMMENDATION:

Staff recommends that the City Council accept the Energy Service Proposal for process and efficiency improvements at the City's Potable Water Booster Pump Station.

SUMMARY:

The council authorized the completion of an Investment Grade Audit (IGA) of the City's Potable Water Booster Pump Station through the State's Energy Savings Performance Contracting (ESPC) program. The ESPC program is administered by the Department of Enterprise Services (DES). The scope of work and costs outlined in the Energy Services Proposal (Attachment A) reflect work performed to date and presents a guaranteed maximum cost (GMAX) and guaranteed minimum energy savings per the State ESPC contract.

The Investment Grade Audit (IGA) of the existing booster pump station (BPS) has been completed. Through this IGA, the City was presented with a project solution that maximizes utility incentive dollars, improves system operation, addresses capital improvement needs, maximizes energy efficiency, and significantly improves fire flow to the City's pressure zones fed by the BPS.

The Booster Pump Station project will install five (5) new booster pumps and an above-grade metal building that will house the electrical, control and pumping equipment. A new emergency generator will be provided adjacent to the proposed BPS building. The intent of the project is to replace severely aged equipment and maximize energy efficiency, while meeting the water demand to zone 632 and 447, as well as supplement flows required to be conveyed to the 323 zone via Pressure Reducing Valve #3 during a fire flow event.

FISCAL IMPACT:

The total project cost including DES fees and tax is \$2,061,685 including owner contingency. This is a guaranteed maximum cost with any savings being passed on to the City. Via the State of Washington's Energy Services Contract, the project will generate the following benefits for the City:

- Achieve utility cost reduction totaling \$2,743 per year
- Qualify for energy conservation incentives from Snohomish County PUD totaling approximately \$6,800
- Achieve maintenance and operational cost reduction of approximately \$12,500 per year

The project is proposed to be funded through bond proceeds obtained in 2014 in anticipation of the project, and water capital funds.

RECOMMENDED ACTION:

A motion to accept the Energy Service Proposal for process and efficiency improvements at the City's Potable Water Booster Pump Station, and to authorize the Washington State Department of Enterprise Services (DES) to generate contract documents for Energy Conservation Measure 5.

ATTACHMENTS

Attachment A - Energy Services Proposal

*Attachment is included as a separate PDF file.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Action A-5

DATE: August 13, 2015

SUBJECT: Authorize the Mayor to sign a contract with Katy Isaksen & Associates to conduct a solid waste rate study

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

Authorize the Mayor to sign a contract not to exceed \$21,000 with Katy Isaksen & Associates to conduct a solid waste (garbage) rate study to ensure adequate financial resources to fund operations, maintenance and equipment replacement in the City's garbage utility.

STAFF RECOMMENDATION:

1. Review the proposed contract and scope of work (Attachment A).

2. Authorize the Mayor to sign a contract not to exceed \$21,000 with Katy Isaksen & Associates to conduct a solid waste rate study.

SUMMARY:

The city purchased a new 2015 Autocar garbage truck with an automated Heil body that requires less operator labor and utilizes larger garbage totes(containers) resulting in a decrease in frequency of collection from every week to every other week.

Ordinance 1209-15 (Attachment B) reduced garbage utility rates by ten percent (10%) and proposed a garbage rate study six months after the new operation and service was in place.

City staff recommends contracting with Katy Isaksen & Associates to conduct a solid waste rate study. The firm is familiar with Sultan's financial history and community culture and is a well-known and respected firm in the region for performing utility rate studies for municipal governments and utility districts. There is no city or state requirement to bid professional services work.

The proposed scope of work is \$21,000. The Garbage Utility operating budget has adequate funds available for the garbage rate study.

Given the current business climate in the public sector, a "cost of service" or "rate study" is an essential tool to help the city council focus on financial and management issues facing the city's solid waste utility. Most importantly, a well-planned and detailed rate analysis can be used to measure the revenues the city will need to provide the desired levels of service, while at the same time helping establish fair, equitable, stable, and defensible solid waste user rates.

FISCAL IMPACT:

The proposed scope of work is \$21,000. The Garbage Utility operating budget has adequate funds for the garbage rate study.

RECOMMENDED ACTION:

1. Review the proposed contract and scope of work (Attachment A).
2. Authorize the Mayor to sign a contract not to exceed \$21,000 with Katy Isaksen and Associates to conduct a garbage rate study.

ATTACHMENTS:

- A – Contract and Scope of Work with Katy Isaksen and Associate
- B – Ordinance 1209-15 – Garbage Rates

August 4, 2015

**Laura Koenig
Finance Director
City of Sultan
319 Main Street, Suite 200
PO Box 1199
Sultan, WA 98294**

Re: City of Sultan Garbage Rate Study Update

I am pleased to provide this proposed scope of work and budget to complete a garbage rate study update.

Project Understanding

In February 2015, the City changed the method of garbage collection. Now after six months under the new method, the City is realizing reduced operating costs and would like to update the cost-of-service study to appropriately adjust the rates to customers. The City's previous rate study will be updated and the rate model renewed to reflect the current method and operations of the garbage collection service. The City will provide the data to update the model in a timely manner to allow the scope to be accomplished in an efficient manner. The results will be presented to the City Council at a regular Council meeting, currently planned for October 8, 2015.

Scope of Work

A six-year rate outlook will be developed to demonstrate the operating, debt and capital needs of the utility along with the associated cost-of-service rates to support the garbage program.

1. Previous Collection Method - In order to understand the previous garbage collection program, the revenue and expenditures for the latest two years (2013-14) will be summarized. This will provide the basis for comparison to demonstrate savings for old method vs. new method.
2. Current Collection Method – The costs from January-July 2015 will be annualized as the base year in the model. The base year will be used to make projections for revenues and expenditures for the six-year period 2016-2021. The key assumptions will be reviewed with staff to ensure the model is reflecting current policy.
3. Cost-of-Service – The detailed cost allocation will be renewed to reflect the current customer types and service levels. The output will be the cost of service for each customer type (R11 Monthly 64 gal, R12 Bimonthly 64 gal, etc.)
4. Alternative Service Type – The cost of service for an alternative residential weekly service will be determined.
5. Rates and Charges - The current rates, fees and charges will be provided by the City along with the resolutions, ordinances, and/or codes. These will be incorporated into the model output to display the existing and six-year rates by customer type. Other miscellaneous charges (call back and temporary dumpster) will also be updated with the cost of service.
6. Comparison with Surrounding Cities – The City currently updates a comparison with local cities on a regular basis. The City will provide an up-to-date version of the comparison to be used in the presentation.

7. Review meetings with Staff – Up to two review meetings in-person with staff are planned to review the draft model output and recommendations prior to presenting to Council. Other meetings may take place via telephone.

8. Presentation to Council - One presentation to Council is planned at a regular Council meeting by Katy Isaksen. This is planned for the first meeting in October (October 8, 2015.)

9. Summary Report – A summary report will be prepared to reflect the model output, key assumptions and recommended rates.

10. Project Management – A kickoff meeting may or may not be necessary to collect data. Project coordination will be between Katy Isaksen and Laura Koenig, Finance Director. KI&A will have internal project coordination between the rate modeler and Katy Isaksen.

11. Management Contingency Reserve – A 10% management contingency reserve (\$2,000) is included in the total to be available upon written approval for tasks, additional scenarios, additional meetings, etc. not included in the base scope of work.

Deliverable

A presentation to the City Council will be prepared for the six-year cost of service study and recommended rates. The rate model output will be discussed with staff. It is anticipated that there will be 3 iterations – working draft for discussion with staff, draft presentation for review with the City Council, and final adjustments will be noted in the summary report.

Model and Information to be provided by the City

The final model from the 2010 study will be provided immediately by the City. A list of necessary City financial and garbage-related information will be provided for immediate turn around. The information will be provided in Excel format as much as is reasonable.

Fee

The total effort is estimated to be up to 140 hours for an amount not to exceed \$21,000, including professional services, direct expenses incurred for the project (travel, etc.) and contingency reserve of \$2,000. Invoices will be prepared monthly for services provided.

I respectfully submit this proposal and look forward to the opportunity to continue working with the City of Sultan. If this meets your approval, please sign below to accept.

~~Katy Isaksen~~ Approved: ~~City of Sultan~~
Date: Date:

AGREEMENT FOR SERVICES

BETWEEN THE CITY OF SULTAN AND

KATY ISAKSEN & ASSOCIATES

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Katy Isaksen & Associates (hereinafter referred to as "Service Provider"), doing business at PO Box 30008 Seattle WA 98113-2008.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for a Garbage Rate Study and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the express permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider an amount not to exceed twenty-one thousand (\$21,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. No agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents,

representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** Garbage Rate Study
5. **Duration of Work.** Service Provider shall complete the work described in Exhibit A on or before November 1, 2015.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Exhibit A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Administrator shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has

been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The Service Provider 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 Service Provider, their agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

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

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

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider'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.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider 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 Service Provider before commencement of the work.
- F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
- 10. Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the 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.
- 11. City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his or her duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 12. Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 13. Ownership of Products and Premises Security.**
- A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

14. **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 the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
18. **Resolution of Disputes, Governing Law, Venue.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.
19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

Dated this _____ day of _____, 20____

CITY OF SULTAN

SERVICE PROVIDER

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____

Taxpayer ID #: _____

CITY CONTACT

City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

**CITY OF SULTAN
WASHINGTON
ORDINANCE NO. 1209-15**

**AN ORDINANCE OF THE CITY OF SULTAN,
WASHINGTON, ADOPTING GARBAGE RATES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, the garbage utility is an enterprise fund and all enterprise funds are required to collect sufficient revenues to cover expenses; and

WHEREAS, the city notified customers of the proposed rate changes in January, 2015 and issued news releases to the news; and

WHEREAS, the city purchased a new 2015 Autocar garbage truck with an automated Heil body that requires less operator labor and utilizes larger garbage totes(containers) resulting in a decrease in frequency of collection from every week to every other week: and

WHEREAS, it is the intention of the Council to pass the savings from the reduction in collection costs to the citizens: and

WHEREAS, it is the intention of the Council to perform a garbage rate study six months into the new operations; and

WHEREAS, RCW 35.21.157 requires notification of rate increases for "solid waste collection" but does not address rate decreases;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Establish rates and charges for garbage service as follows:

1. Garbage Rates and Charges for Single-Family, Multi-Family and Commercial Service

| Rate Class | Existing Rates | Feb 2015 | Feb 2016 | Feb 2017 |
|---|----------------|----------|----------|----------|
| R11 – Monthly 64-gallon | \$ 11.14 | \$10.03 | \$10.03 | \$10.03 |
| R12 –Bimonthly 64-gallon | 22.57 | 20.31 | 20.31 | 20.31 |
| R22 - Bimonthly - 2-64-gallon | 38.56 | 34.73 | 34.73 | 34.73 |
| CW - Weekly 64-gallon | 22.57 | 22.57 | 22.57 | 22.57 |
| C12 - Semimonthly 1-yard | 53.34 | 53.34 | 53.34 | 53.34 |
| C14 - Weekly 1-yard | 104.51 | 104.51 | 104.51 | 104.51 |
| C18 - Semiweekly 1-yard | 199.54 | 199.54 | 199.54 | 199.54 |
| 22 - Semimonthly 2-yard | 80.23 | 80.32 | 80.32 | 80.32 |
| C24 - Weekly 2-yard | 162.78 | 162.78 | 162.78 | 162.78 |
| C28 - Semiweekly 2-yard | 316.08 | 316.08 | 316.08 | 316.08 |
| C32 - Semimonthly 3-yard | 107.13 | 107.13 | 107.13 | 107.13 |
| C34 - Weekly 3-yard | 221.05 | 221.05 | 221.05 | 221.05 |
| C38 - Semiweekly 3-yard | 432.62 | 432.62 | 432.62 | 432.62 |
| Extra Garbage | 12.91 | 12.91 | 12.91 | 12.91 |
| S12-Low Income Senior Rate Bimonthly 64-gallon | 11.29 | 10.16 | 10.16 | 10.16 |

Garbage rates for mobile home parks will be in accordance with separate agreements with the City of Sultan.

2. CALL BACK - due to garbage not placed out in time or obstructed

| | |
|---|---------|
| Can pickup charge..... | \$21.00 |
| Dumpster pickup charge (Equal to 3 extra can charge)..... | \$36.00 |

3. Temporary Dumpsters (Maximum use is 15 days as defined in SMC 13.16.055)

| | |
|--|----------|
| Damage Deposit (Required to be paid before delivery) | |
| 1 yard dumpster..... | \$105.00 |
| 2 yard dumpster..... | \$150.00 |
| 3 yard dumpster..... | \$180.00 |
| Delivery/Pickup (each service)..... | \$105.00 |
| Pickup of 1 yard dumpster (each time)..... | \$40.50 |
| Pickup of 2 yard dumpster (each time)..... | \$81.00 |
| Pickup of 3 yard dumpster (each time)..... | \$121.50 |

4. Dumpster Leases

All multi-family units within the City of Sultan will be required to have a dumpster(s) sized to meet the requirement of SMC 13.16.050(A). No permanent dumpsters are allowed at single-family or duplex units.

Dumpsters shall be owned by the City and leased to the users. Maintenance and repair shall be the responsibility of the City.

Deposit:

| | |
|----------------------|----------|
| 1 yard dumpster..... | \$105.00 |
| 2 yard dumpster..... | \$150.00 |
| 3 yard dumpster..... | \$180.00 |

Monthly lease (billed monthly)

| | |
|--|----------|
| 1 yard dumpster..... | \$10.50 |
| 2 yard dumpster..... | \$17.50 |
| 3 yard dumpster..... | \$20.70 |
| Pick Up/Delivery Fee (each service)..... | \$105.00 |

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on February 1, 2015.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 22nd DAY OF JANUARY 2015.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

Danielle Evans, City Attorney

Published: 1/31/15
Effective: 2/5/15

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-6

DATE: August 13, 2015

SUBJECT: Ordinance 1219-15, Nuisance Code

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue is to amend and update the Sultan's Nuisance Code with goals of establishing an enforceable code with clear remedies, penalties and rights of the public, as prepared and submitted to the Council during the public hearing July 09, 2015.

DISCUSSION:

The code under consideration is the purview of the Community Service Officer (CSO). The CSO works closely with the citizens of Sultan, the Sherriff's department, the Health District, the City Administrator and planning staff to enforce the community's vision and desires as codified in the Municipal Code. Code language is only as good as its enforcement and the CSO is the city's liaison between Council describing its vision in specific code language and the application of that vision.

The titles that broadly make up public disturbances suffer from internal inconsistencies; vague language that is subjective; enforcement that is often too onerous or simple impossible to enact; absent of specific, council and staff identified issues; lacks clear process for addressing violations; and identifies possible non-issues as enforceable offenses. Staff has reviewed the proposed code changes with Amy Mills, City Attorney.

The issues that staff has addressed in the code presented include the following:

- 1.10 Code Enforcement
- 8.04 Nuisances
- 8.05 Chronic Nuisances
- 8.06 Penalties
- 8.10 Public Disturbances
- 16.200 Appeals
- 16.132 Enforcement and Penalties

ATTACHMENTS:

A - Sultan Municipal Code Titles 1, 8, and 16

**CITY OF SULTAN
WASHINGTON**

ORDINANCE NO. 1219-15

**AN ORDINANCE OF THE CITY OF SULTAN,
WASHINGTON, ADDING A NEW CHAPTER 1.10 SMC
RELATING TO CODE ENFORCEMENT; AMENDING
CHAPTERS 8.04, 8.06, 8.10, AND 16.132 SMC; REPEALING
CHAPTERS 16.136 AND 16.144 SMC; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, the City of Sultan seeks to promote the public health, safety, and general welfare of the municipality and the safe, orderly, and healthful development of the City; and

WHEREAS, in the interest of the public health, safety, and welfare, the City desires to enact new comprehensive code enforcement chapter in the Sultan Municipal Code to govern the enforcement of civil code violations; and

WHEREAS, numerous additional housekeeping amendments are necessary in order to implement the new comprehensive code enforcement provisions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter 1.10 SMC, Code Enforcement, Adopted. A new Sultan Municipal Code Chapter 1.10, entitled "Code Enforcement," is hereby adopted to read as follows:

**Chapter 1.10
CODE ENFORCEMENT**

Sections:

- 1.10.010 Purpose.
- 1.10.020 Definitions.
- 1.10.030 Conflicting code provisions.
- 1.10.040 Joint and several responsibility and liability.
- 1.10.050 Computation of time.
- 1.10.060 Interference with code enforcement unlawful.
- 1.10.070 Service of documents.
- 1.10.080 Violations.
- 1.10.090 Infractions.
- 1.10.095 Chronic nuisance.
- 1.10.100 Voluntary correction.
- 1.10.110 Stop work order.
- 1.10.120 Notice of civil violation.
- 1.10.130 Response to notice of civil violation.
- 1.10.140 Scheduling of hearing to contest or mitigate – Correction prior to hearing.

- 1.10.150 Contested hearing – Procedure.
- 1.10.160 Mitigation hearing – Procedure.
- 1.10.170 Decision of hearing examiner.
- 1.10.180 Failure to appear – Default order.
- 1.10.190 Judicial review.
- 1.10.200 Recovery of penalties and costs.
- 1.10.210 Abatement.
- 1.10.220 Right of entry.

1.10.010 Purpose.

The purpose of this chapter is to establish an efficient system of enforcing city regulations that will enable violations to be promptly resolved whenever possible, while providing both appropriate penalties and a full opportunity for alleged violators to have a hearing to contest the violations. It is the express and specific purpose and intent of this chapter to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter. It is also the express and specific purpose and intent of this chapter that no provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers or employees. Nothing contained in this chapter is intended or shall be construed to create or form the basis of any liability on the part of the city, its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the city, its officers, employees or agents.

1.10.020 Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise or they are more specifically defined in a section or subsection. Terms not defined shall be given their usual meaning.

- A. “Abate” means to act to stop an activity and/or to repair, replace, remove, or otherwise remedy a condition, when such activity or condition constitutes a violation of this code or a city regulation, by such means and in such a manner and to such an extent as the applicable department director, enforcement officer, or other authorized official determines is necessary in the interest of the general health, safety, and welfare of the community. For the purposes of this chapter, the verbs “abate” and “correct” shall be interchangeable and have the same meaning.
- B. “Act” means doing or performing something.
- C. “City” means the city of Sultan, Washington.
- D. “Civil penalty” or “monetary penalty,” as used in any code, ordinance or regulation of the city, shall be deemed to have the same meanings as used in this chapter.
- E. “Code” means the Sultan Municipal Code.
- F. “Code enforcement officer” or “enforcement officer” means the city’s code enforcement officer(s); the building official; building inspectors; construction inspectors; the fire marshal or his or her designee; fire inspectors; the chief of the Sultan police department or his or her

designee; the director of the community development department or his or her designee; the director of the public works department or his or her designee; or any other person or persons assigned or directed by the mayor or his or her designee to enforce the regulations subject to the enforcement and penalty provisions of this chapter.

G. “Correction notice” means a written statement issued by a code enforcement officer, notifying a person that property or work under his or her control is in violation of one or more regulations and informing such person that a notice of civil violation may be issued and/or an infraction or criminal charges filed if the violations are not abated.

H. “Costs” means, but is not limited to, contract expenses and city employee labor expenses incurred in abating a nuisance; a rental fee for city equipment used in abatement; costs of storage, disposal, or destruction related to abating a nuisance; legal expenses and attorneys’ fees associated with civil judicial enforcement of abatement orders or in seeking abatement orders; and any other costs incurred by the city, excluding fees and expenses associated with appeals authorized by this code or by state law.

I. “Day” or “days” means one or more calendar days, unless expressly stated otherwise in a given section or subsection. In addition, any portion of a 24-hour day shall constitute a full calendar day.

J. “Hearing examiner” means the Sultan hearing examiner.

K. “Knowledge” means being aware of a fact or circumstance or having information which would lead a reasonable person in the same situation to believe a fact or circumstance exists. A person acts knowingly or with knowledge when that person either is aware of one or more facts, circumstances, or results, which are described by an ordinance defining an offense, or has information which would lead a reasonable person in the same situation to believe that facts, circumstances, or results exist which are described by an ordinance defining an offense.

L. “Mortgagee” means a financial institution, including a bank, credit union or other commercial lender, which holds mortgaged property as security for repayment of a loan.

M. “Notice of violation” or “notice of civil violation” or “violation notice” means a written statement, issued by a code enforcement officer, which contains the information required under SMC 1.10.120 and which notifies a person that he or she is responsible for one or more civil violations of the Sultan Municipal Code.

N. “Omission” means a failure to act.

O. “Owner” means any owner, part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or of a part of a building or land.

P. “Person” means any individual, firm, business, association, partnership, corporation, or other legal entity, public or private, however organized. Because “person” shall include both human beings and organizational entities, any of the following pronouns may be used to describe a person: he, she, or it.

Q. “Person responsible for the violation” or “violation” or “responsible person” means any of the following: a person who has titled ownership or legal control of the property or structure that is subject to the regulation; an occupant or other person in control of the property or structure that is subject to the regulation; a developer, builder, business operator, or owner who is developing, building, or operating a business on the property or in a structure that is subject to the regulation; a tenant or other person having the owner’s permission to occupy the premises; or any person who created, caused, participated in, or has allowed a violation to occur.

R. “Regulation” means and includes any of the following, as now enacted or hereafter amended:

1. All Sultan Municipal Code provisions;
2. All standards, regulations, and procedures adopted by the city pursuant to a city ordinance;
3. The terms and conditions of any permit or approval issued by the city, or any concomitant agreement entered into with the city, pursuant to code provisions; and
4. A written order of the hearing examiner that has been served as provided in this chapter.

S. “Repeat violation” means, as evidenced by the prior issuance of a correction notice or a notice of violation, a subsequent violation that has occurred on the same property or that has been committed by a person responsible for the prior violation elsewhere within the city of Sultan. To constitute a repeat violation, the violation need not be the same type of violation as the prior violation. The violation of a written order of the hearing examiner that has been served as provided in this chapter shall constitute a repeat violation.

T. “Right-of-way” means land owned, dedicated or conveyed to the public or a unit of government, used primarily for the movement of vehicles or pedestrians and providing for access to adjacent parcels, with the secondary purpose of providing space for utility lines and appurtenances and other devices and facilities benefiting the public. “Right-of-way” includes, but is not limited to, any street, easement, sidewalk, or portion thereof under the jurisdiction of the city.

U. “Violation” or “civil violation” or “civil infraction” means an act or omission contrary to a regulation as defined in this section. A violation continues to exist until abated to the satisfaction of the city, and each day or any portion of a day during which a violation occurs or continues is a separate offense.

1.10.030 Conflicting code provisions.

In the event a conflict exists between the enforcement provisions of this chapter and the enforcement provisions of any international or uniform code, statute, or regulation that is adopted in the Sultan Municipal Code and subject to the enforcement provisions of this chapter, the enforcement provisions of this chapter will prevail, unless the enforcement provisions of this chapter are preempted or specifically modified by said code, statute, or regulation. In the event of

a conflict between this chapter and any other provision of this code or city ordinance providing for a civil penalty, the more specific provision shall control.

1.10.040 Joint and several responsibility and liability.

Responsibility for violations of the codes enforced under this chapter is joint and several, both as to duty to correct and to payment of monetary penalties and costs, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for a violation.

1.10.050 Computation of time.

In computing any period of time prescribed or allowed by this code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

1.10.060 Interference with code enforcement unlawful.

Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve a notice of violation, stop work order, or emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a violation shall be guilty of a gross misdemeanor.

1.10.070 Service of documents.

A. Methods of Service. For purposes of this chapter, service of documents related to code enforcement, such as correction notices, notices of civil violation, stop work orders, etc. (hereinafter “document”), shall be accomplished by one of the following methods; provided, that civil infractions shall be served as provided in Chapter 7.80 RCW and criminal misdemeanors and gross misdemeanors shall be served as provided by applicable law:

1. “Personal service” is accomplished by handing the document to the person subject to the document or leaving it at his or her last known dwelling house or usual place of abode with some person of suitable age and discretion then residing therein or leaving it at his or her office or place of employment with a person in charge thereof. Personal service may also be accomplished by the hearing examiner or his or her assistant handing any order, ruling, decision, or other document to a person prior to, during, or after a hearing.
2. “Service by mail” is accomplished by sending the document by regular first class mail to the last known address of the person subject to the document. The last known address shall be an address provided to the city by the person to whom the document is directed. If an address has not been provided to the city, the last known address shall be any of the following as they appear at the time the document is mailed: the address of the property where the violation is occurring, as reflected on the most recent equalized tax assessment roll of the county assessor or the taxpayer address appearing for the property on the

official property tax information website for Snohomish County; the address appearing in any database used for the payment of utilities for the property at which the violations are occurring; or the address of the person to whom the documents are being sent that appears in the Washington State Department of Licensing database.

3. "Service by posting" is accomplished by affixing a copy of the document in a conspicuous place on the subject property or structure, or as near to the affected property or structure as feasible, with at least one copy of such document placed at an entryway to the property or structure if an entryway exists.

4. "Service by publication" is accomplished by publishing the document as set forth in RCW 4.28.100 and 4.28.110, as currently enacted or hereafter amended.

B. Service – When Complete. If service is accomplished by personal service, service shall be deemed complete immediately. If service is accomplished by mail, service shall be deemed complete upon the third day following which the document is placed in the mail, unless the third day falls on a Saturday, Sunday, or legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday, or legal holiday following the third day. If service is accomplished by posting, service shall be deemed complete upon the fourteenth day following the day upon which the document is posted. If service is accomplished by publication, service shall be deemed complete upon the final publication of the document as set forth in RCW 4.28.110.

C. Proof of Service – Due Diligence. Proof of service shall be made by written affidavit or declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service and the manner by which service was made. If service was made solely by posting or publication, the proof of service shall include a statement as to what steps were used in attempting to serve personally and by mail the person at whom service of the document is directed. If service was made by posting, a photograph of the posting may be taken and retained by the city as documentation.

D. Additional Proof of Service Not Necessary. No additional proof of service beyond the requirements in this chapter shall be required by the hearing examiner or other entity. Any failure of the person to whom a document is directed to observe a document served by posting or publication shall not invalidate service made in compliance with this section, nor shall it invalidate the document.

1.10.080 Violations.

A. The violation of any regulation shall be unlawful. Violations may be enforced by issuing notices of violation and, if necessary, by filing civil infractions.

B. Each day and any portion of a day during which a violation of this code occurs or continues is a separate offense.

C. Civil enforcement of the provisions of this code or the terms and conditions of any permit or approval issued pursuant to this code shall be governed by this chapter unless other more specific provisions apply.

D. Code enforcement officers are authorized to enforce the code using the provisions and procedures of this chapter; provided, however, that enforcement under this chapter is in addition to, and does not preclude or limit, any other forms of enforcement available to the city including, but not limited to, criminal proceedings or sanctions, nuisance and injunction actions, rights to file and enforce liens, or other civil or equitable actions to abate, discontinue, correct, or discourage unlawful acts in violation of this code.

E. Nothing in this chapter or in other chapters of the Sultan Municipal Code shall prevent code enforcement officers or any other officers of the city of Sultan or other governmental unit from taking any other action, summary or otherwise, necessary to eliminate or minimize an imminent danger to the health or safety of any person or property. The city's costs of abating any such nuisance or endangerment summarily or otherwise abated shall be recoverable under this chapter as well as in the same manner and to the same extent as costs of abating nuisances or endangerment under any other provisions of this code, in addition to or as an alternative to any other rights or remedies the city may possess.

1.10.090 Infractions.

A. When the city determines that it is appropriate to enforce violations of this code as civil infractions rather than civil violations as otherwise provided in this chapter, or if the city is unable to obtain payment of civil fines pursuant to a notice of civil violation, enforcement officers shall file such infractions in the Snohomish County District Court, Evergreen Division, and shall follow the provisions of Chapter 7.80 RCW and Chapter 3.50 RCW. First offenses shall be class 2 civil infractions, for which the maximum penalty and the default amount shall be \$125.00, and second or subsequent violations shall be class 1 civil infractions, for which the maximum penalty and the default amount shall be \$250.00, not including fees, costs, and assessments.

B. Chapter 7.80 RCW and Chapter 3.50 RCW are hereby adopted by reference to the extent that it is not inconsistent with explicit provisions of the Sultan Municipal Code, including this section.

1.10.095 Chronic nuisance.

A. A repeat violation of the same regulation within two years of the underlying or previous violation shall be considered a chronic nuisance.

B. A chronic nuisance shall constitute a misdemeanor, punishable by imprisonment for a term fixed by the court not to exceed 90 days or by a fine in an amount fixed by the court not to exceed \$1,000 or by both such imprisonment and fine.

C. If a person has been convicted of a chronic nuisance, the determination of a second or subsequent chronic nuisance offense shall constitute a gross misdemeanor, punishable by imprisonment for a term fixed by the court not to exceed 12 months or by a fine in an amount fixed by the court not to exceed \$5,000 or by both such imprisonment and fine. For the purposes of this section, the second or subsequent chronic nuisance offense need not be the same type of violation as the first chronic nuisance offense.

1.10.100 Voluntary correction.

A. General. When the city determines that a violation has occurred, a code enforcement officer may attempt to secure the voluntary correction of a violation by attempting to contact the person responsible for the violation, explaining the violation, and requesting correction. This may be done orally and/or in writing. The city may also enter into a written voluntary correction agreement with any person causing, allowing, or participating in the violation, including the property owner. A voluntary correction agreement may be entered into in lieu of, or in conjunction with a notice of violation. The option to enter into a voluntary correction agreement shall be within the city's sole discretion, and voluntary correction efforts need not be made where the nature of the violation creates a risk of imminent harm to public health or safety or where it is a repeat violation.

B. Contents of Written Voluntary Correction Agreement. A voluntary correction agreement is a contract between the city and the person responsible for the violation, in which the responsible person agrees to abate the violation within a specified time and according to specified conditions. A voluntary correction agreement will generally contain the following information:

1. The name and address of a person responsible for the violation;
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;
3. A description of the violation and a reference to the code provisions that have been violated;
4. A statement indicating what corrective actions are required and a correction deadline stating the date by which the corrective actions must be completed to the satisfaction of the code enforcement officer in order for the violator to avoid the issuance of a notice of violation;
5. An agreement by the person responsible for the violation that the city may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement;
6. An agreement by the person responsible for the violation and/or the owner(s) of property on which the violation has occurred or is occurring that, if the terms of the voluntary correction agreement are not met, the city may enter the property, abate the violation, and recover its costs and expenses as provided in this chapter;
7. An agreement that by entering into the voluntary correction agreement, the person responsible for the violation waives the right to a hearing before the hearing examiner under this chapter regarding the violation, any penalty, and/or required corrective action; and
8. A statement indicating that, pursuant to SMC 1.10.120, a notice of civil violation may be issued with each violation constituting a separate offense subject to civil penalties, or, alternatively, civil infraction or criminal charges may be filed.

C. Extension of Voluntary Correction Period or Modification of Required Actions. An extension of the deadline for voluntary correction, or a modification of any required corrective action, may be granted by the code enforcement officer if the person responsible for the violation has, in the opinion of the code enforcement officer, shown due diligence or made substantial progress in correcting the violation but unforeseen circumstances have rendered correction unattainable within the original deadline.

D. Revocation of Deadline for Compliance. The original deadline for compliance, or any extension for compliance previously granted by the code enforcement officer, may be revoked and immediate compliance required where, in the opinion of the code enforcement officer, circumstances make immediate correction necessary to avoid an imminent risk of injury to persons or property.

E. Failure to Comply with Voluntary Correction Agreement.

1. Abatement by the City. In addition to any other remedy provided for in this chapter, the city may abate the violation in accordance with SMC 1.10.210, if the terms of the voluntary correction agreement are not met.

2. Penalties and Costs. If the terms of the voluntary correction agreement are not met, the person responsible for the violation may be issued a notice of civil violation and assessed a monetary penalty in accordance with SMC 1.10.120, plus all costs and expenses of abatement. Alternatively, the city may file a civil infraction or criminal charges.

1.10.110 Stop work order.

A. Issuance. Whenever a code enforcement officer determines that any work, use, activity, or conduct is a violation under the Sultan Municipal Code and creates an imminent threat of injury to the health, safety, or welfare of any member of the public or will damage or injure, or exacerbate damage or injury already caused to, any property, the code enforcement officer may issue a stop work order directing any person causing, allowing, or participating in the offending conduct to cease such use, activity or conduct immediately.

B. Service of Order. Service of the stop work order shall generally be accomplished as set forth in SMC 1.10.070(A)(3).

C. The stop work order shall state the reasons for the order and may be appended to, or incorporate by reference, a notice of violation. The stop work order shall take effect immediately upon service and may be appealed under the procedures set forth in this chapter. During any such appeal, the stop work order shall remain in effect.

D. Effect of a Stop Work Order. When a stop work order has been issued, posted and/or served pursuant to this section, it is unlawful for any person to whom the order is directed or any person with actual or constructive knowledge of the order to conduct the activity or perform the work covered by the order, even if the order has been appealed, until the code enforcement officer has removed the copy of the order, if posted, and issued written authorization for the activity or work to be resumed. In addition, a monetary penalty shall accrue for each day or portion thereof that a

violation of a stop work order occurs, in the same amounts as under SMC 1.10.120. In addition to such criminal or monetary penalties, the city may enforce a stop work order pursuant to any other provision of this chapter and enforce it in superior court.

E. Removal of a Stop Work Order. When a stop work order has been posted in conformity with the requirements of this chapter, removal of such order without the authorization of the city, or the hearing examiner if the matter has been heard by the hearing examiner, is unlawful.

1.10.120 Notice of civil violation.

A. Issuance of Notice of Violation. When the city determines that a violation has occurred or is occurring, the code enforcement officer may issue a notice of civil violation to any person responsible for the violation.

B. Monetary Penalty. A monetary penalty shall accrue for each day or portion thereof that a violation continues beyond the date set in a notice of civil violation or any hearing examiner's decision. Unless a different penalty amount for a given violation is expressly authorized or required by a more specific city code provision, the maximum penalty and the default amount shall be \$125.00 for the first violation and \$250.00 for a second or subsequent violation of the same nature or a continuing violation past a deadline set by a notice of violation, not including fees, costs, and assessments. The city may waive the monetary penalty, if corrective action is completed by the date specified in the notice of civil violation or a voluntary correction agreement. The city shall have the discretion to impose penalties in an amount lower than those shown above.

C. Contents of Notice. The notice of civil violation shall include the following:

1. The name and address of a person responsible for the violation;
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;
3. A description of the violation and a reference to the provision violated and a description of what must be done to correct the violation;
4. The amount of any civil penalty assessed on account of the violation, and a statement advising that if any assessed civil penalties are not paid, the city may charge the amount of the penalty as a lien against the property and as a joint and separate personal obligation of any person in violation;
5. A statement indicating that the violator must respond to the notice of civil violation within 14 days of the date of issuance, or within such other time period as specified in the notice of civil violation, by doing one of the following:
 - a. Paying any fine and correcting the violation;
 - b. Entering into and complying with a voluntary correction agreement with the city;
 - c. Requesting a mitigation hearing and correcting the violation; or

d. Requesting a hearing to contest the violation;

6. A statement indicating that failure to respond to the notice of violation, or failure to attend any hearing, shall result in the violation being deemed committed without requiring further action by the city, and that the monetary penalty specified in the notice shall be due to the city by the violator and further accrue as provided in this chapter; and

7. A statement indicating that payment of a monetary penalty does not relieve the person or entity named in the notice of civil violation of the duty to abate the violation, and that failure to abate may result in the issuance of additional notices of violation and/or criminal charges, with additional civil and/or criminal penalties, including the payment of costs for any abatement action taken by the city.

D. Extension. Upon written request received prior to the correction date or time, the code enforcement officer may extend the date set for correction for good cause or in order to accommodate a voluntary correction agreement. The code enforcement officer may consider substantial completion of the necessary correction or unforeseeable circumstances which render completion impossible by the date established as a good cause.

E. Transfer of Ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a notice of civil violation to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of civil violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of civil violation issued by the code enforcement officer and shall furnish to the code enforcement officer a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of civil violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. This provision shall not apply to the following types of transfers of real property: a gift or other transfer to a parent, spouse, domestic partner, or child of a transferor or child of any parent, spouse, or domestic partner of a transferor; a transfer between spouses or between domestic partners in connection with a marital dissolution or dissolution of a state registered domestic partnership; a transfer made by the personal representative of the estate of the decedent or by a trustee in bankruptcy; and a tax deferred exchange to an intermediary or facilitator.

1.10.130 Response to notice of civil violation.

A. Generally. A person who has been served with a notice of civil violation must respond to the notice within 14 days of the date the notice is served or within such other time period as specified in the notice of civil violation. A person may respond to the notice of civil violation by:

1. Paying the amount of the monetary penalty as set forth in the notice of violation. Partial payment or payment using a check that is rejected for insufficient funds shall not be deemed payment under this subsection. Payment of the fine shall not relieve the person or entity responsible for the violation from the duty to correct or abate the violation. Additional notices of violation may be issued if the violation goes uncorrected.

2. Entering into a voluntary correction agreement with the city.
3. Contesting the notice of civil violation by requesting a contested hearing in writing and sending the request to the city as described in subsection (B) of this section.
4. Seeking to mitigate the monetary penalty by requesting a mitigation hearing to explain the circumstances surrounding the violation. The request to mitigate must be made in writing and sent to the city with a \$100.00 filing fee as described in subsection (B) of this section. Requesting to mitigate the penalty shall not relieve the person responsible for the violation from the duty to correct or abate the violation. Additional notices of violation may be issued if the violation goes uncorrected.

B. Method of Response. The person or entity to whom a notice of civil violation has been issued may respond by mailing or hand-delivering the response to the city clerk. Mailed responses must be received no later than the fourteenth day from the date of service of the notice of violation or such other day as specified in the notice of violation. Hand-delivered responses must be brought to the city clerk no later than 4:30 p.m. on the fourteenth day after service or such other day as specified in the notice of violation; provided, that where the fourteenth or other specified day falls on a weekend or holiday, the deadline shall be extended to the next regular business day. Telephone, facsimile, or email responses shall not satisfy the requirements of this section. The response deadline may be stayed for a time certain by the code enforcement officer, if the responsible person or entity is engaged in active discussions with the code enforcement officer and the code enforcement officer determines there is a reasonable probability that such discussions may result in compliance.

C. If the person to whom the notice of civil violation is issued fails to respond as required in the notice of civil violation and this chapter, the violation(s) shall be deemed committed without requiring further action by the city or the city's hearing examiner, and the person to whom the notice of civil violation was issued shall owe the monetary penalty indicated.

1.10.140 Scheduling of hearing to contest or mitigate – Correction prior to hearing.

A. Notice and Scheduling of Hearing. Upon the timely filing of a request for a hearing to contest a violation or to mitigate the penalty, the matter shall be scheduled to be heard at the next available appearance by the hearing examiner that is a minimum of 14 but no later than 60 calendar days after the date the request was received by the city. Notice of the hearing date and time shall be served by regular first class mail to the address of the party who requested the hearing. The date and time for any hearing may be rescheduled by the hearing examiner for good cause upon the motion of a party or the hearing examiner.

B. Correction of Violation Prior to Hearing. The hearing may be cancelled and the party requesting the hearing need not appear if, at least two business days prior to the scheduled hearing, the code enforcement officer determines that the violation has been satisfactorily corrected or abated and the monetary penalty paid in full. Where the scheduled hearing involves a repeat violation as defined in this chapter, the hearing shall not be cancelled unless the new violation has been corrected or abated to the satisfaction of the code enforcement officer and the

monetary penalty and costs for the new violation(s) and any monetary penalty and costs owing for the previous violation(s) have been paid in full.

1.10.150 Contested hearing – Procedure.

The hearing examiner shall conduct a contested violation hearing when such hearing is properly and timely requested. The city and the person or entity to whom the notice of civil violation was issued may participate in the hearing, and each party or its legal representative may call witnesses and present evidence and rebuttal, subject to the following:

A. Where not in conflict with a more specific provision of this chapter, hearings shall be conducted in accordance with Chapter 2.26 SMC and the rules of procedure as adopted by the hearing examiner.

B. The city shall have the burden of proving by a preponderance of the evidence that a violation has occurred.

C. The parties are responsible for securing the appearance of any witnesses they may wish to call. Neither the city nor the hearing examiner shall have the burden of securing any witnesses on behalf of the person who is contesting the violation(s) or seeking to mitigate the penalties.

D. Formal rules of evidence shall not apply to any such hearing, and the hearing examiner shall allow hearsay testimony by the parties and not require proof of chain of custody for evidence that is presented; provided, that the hearing examiner shall determine the weight to be assigned to any evidence presented.

E. Any notes, reports, summaries, photographs, or other materials prepared by the parties shall be admitted into evidence if requested; provided, that the parties are free to argue the weight that should be assigned by the hearing examiner to any evidence submitted.

1.10.160 Mitigation hearing – Procedure.

The hearing examiner shall conduct a hearing to mitigate the penalty on a violation when such hearing is properly and timely requested; provided, that in the event a person has requested a hearing to contest a violation and prior to the start of the hearing indicates to the hearing examiner a desire to mitigate rather than contest, the examiner shall permit the person to seek mitigation of the monetary penalty. The mitigation hearing shall be conducted according to the following general procedures:

A. The person responsible for the violation shall be given the opportunity to explain or provide evidence regarding the nature of the violation, why the violation exists, why the violation has not been abated or corrected, and any other information the hearing examiner determines is relevant.

B. The city shall be given the opportunity, at its discretion, to provide evidence of the nature of the violation, evidence to rebut assertions made by any party, and any other information or evidence the hearing examiner deems to be relevant.

1.10.170 Decision of hearing examiner.

A. At or after the contested or mitigation hearing, the hearing examiner shall issue a written decision to:

1. Sustain the violation notice;
2. Withdraw the violation notice;
3. Continue the review to a date certain for receipt of additional information; or
4. Modify the violation notice, which may include an extension of the compliance date.

B. Contents of Order. Upon the conclusion of a hearing, the hearing examiner may issue an oral decision pending issuance of the written decision. If necessary, the hearing examiner may delay issuing the written decision for up to 10 business days following the hearing. In either event, the oral decision and written decision shall contain findings and conclusions based on the record, which to the extent applicable includes the following information:

1. In mitigation hearings, a statement indicating that each alleged violation has been found committed, and in contested hearings, a statement indicating whether each alleged violation has been found committed or not committed;
2. For violations found committed, the monetary penalties and costs being assessed pursuant to this chapter; provided, that where the person has requested to mitigate the monetary penalty, the hearing examiner may reduce the monetary penalty for each violation, but in no case shall the penalty be reduced to an amount less than \$100.00 for each violation found committed;
3. For violations found committed, any required corrective actions and compliance dates;
4. For violations found committed, a finding that abatement of the violations by the city is authorized, at the expense of the person responsible for the violations;
5. A statement notifying the person responsible for the violation that he or she is subject to additional civil and/or criminal penalties if any violation that was the subject of the hearing has not been corrected or abated as required by the hearing examiner's decision; and
6. A statement that a lien for the civil penalty or cost of abatement, or both, may be claimed by the city.

C. Notice of Decision. The hearing examiner may cause a copy of the decision to be served upon the parties at the close of the hearing. When the hearing examiner requires more time to prepare a written decision, or when a party fails to appear after requesting a contested hearing, the hearing examiner shall cause a copy of the decision to be served on the parties by mailing a copy to each party's last known address no later than 10 business days following the hearing.

1.10.180 Failure to appear – Default order.

If the person who requests a hearing to contest a violation or mitigate the penalty then fails to appear at the scheduled hearing after having been given notice in the manner provided for by this chapter, the hearing examiner shall immediately issue a default decision, which finds committed all the violations set forth in the notice of civil violation and which assesses a monetary penalty in the full amount indicated in the notice of violation. In addition, at the request of the city, the

hearing examiner shall also impose upon the nonappearing party any costs to the city related to preparation for the hearing. The hearing examiner shall cause a copy of the decision to be served upon the nonappearing party by mailing a copy to the last known address of the nonappearing party within 10 business days of the hearing. Upon the motion of a party, the hearing examiner may rescind a default decision only upon a showing of good cause to do so and only if such motion has been brought within 30 calendar days of the date of the hearing at which the default decision was entered.

1.10.190 Judicial review.

Judicial review of a hearing examiner's decision relating to any ordinance regulating the improvement, development, modification, maintenance, or use of real property may be sought by any person aggrieved or adversely affected by the decision, pursuant to the provisions of the Land Use Petition Act, Chapter 36.70C RCW, if applicable, or other applicable authority, if any, if the petition or complaint seeking review is filed and served on all parties within 21 days of the date of the decision. For purposes of this section, "aggrieved or adversely affected" shall have the meaning set forth in RCW 36.70C.060(2). Judicial review of all other decisions may only occur subject to the procedures of Chapter 7.16 RCW.

1.10.200 Recovery of penalties and costs.

A. Payment of Monetary Penalties and Costs. Any monetary penalties or costs assessed pursuant to this chapter constitute a personal obligation of the person responsible for the violation. In addition, the monetary penalties or costs assessed pursuant to this chapter may be assessed against the property that is the subject of the enforcement action. The city attorney is authorized to collect the monetary penalty or costs by use of appropriate legal remedies, the seeking or granting of which shall neither stay nor terminate the accrual of additional per diem monetary penalties so long as the violation continues. The city may incorporate any outstanding penalty or cost into an assessment lien for abatement costs. Any monetary penalty assessed must be paid in full to the city within 30 days from the date of service of an uncontested notice of civil violation or any decision of the hearing examiner that assesses monetary penalties.

B. Recovery of Costs. The city shall bill its costs, including incidental expenses, of pursuing code compliance and/or of abating a violation to the person responsible for the violation and/or against the subject property. Such costs shall become due and payable 30 days after the date of the bill. The term "incidental expenses" shall include, but not be limited to, personnel costs, both direct and indirect, including attorneys' fees incurred by the city; costs incurred in documenting the violation; the actual expenses and costs to the city in the preparation of notices, specifications and contracts, and in inspecting the work; hauling, storage and disposal expenses; the cost of any required printing and mailing; and interest. The city manager or designee, or the hearing examiner, may in his or her discretion waive in whole or in part the assessment of any costs upon a showing that abatement has occurred or is no longer necessary or that the costs would cause a significant financial hardship for the responsible party. Any challenge to the amount of the abatement costs must be made within 14 days of issuance of the bill and shall be heard by the city manager in an informal hearing. The city manager shall make a written determination as to whether or not the city's costs were accurate and necessary for accomplishing the abatement.

C. Use of Collection Agency. Pursuant to Chapter 19.16 RCW, as currently enacted or hereafter amended, the city may, at its discretion, use a collection agency for the purposes of collecting penalties and costs assessed pursuant to this chapter. The collection agency may add fees or interest charges to the original amount assigned to collections as allowed by law. No debt may be assigned to a collection agency until at least 30 calendar days have elapsed from the time that the city attempts to notify the person responsible for the debt of the existence of the debt and that the debt may be assigned to a collection agency for collection if the debt is not paid. Notice of potential assignment to collections shall be made by regular first class mail to the last known address of the person responsible for the debt; provided, that inability to ascertain a current mailing address shall not prohibit the debt from being assigned to collections.

D. Continuing Duty to Abate Violations. Payment of a monetary penalty or costs pursuant to this chapter does not relieve the person responsible for the violation of the duty to correct or abate the violation. Additional notices of violation may be issued and/or criminal charges filed for continuing failure to correct or abate a violation.

1.10.205 Liens.

A. Lien authorized. The Snohomish County auditor shall record and index the claims and notices described in this chapter.

B. Lien priority. Liens assessed pursuant to this chapter shall be subordinate to all existing special assignment liens previously imposed upon the same property and shall be paramount to all other liens, except for the state and county taxes, with which it shall be on a parity.

C. Lien claims – generally.

1. Filing. The building and zoning official shall cause a claim for lien to be filed for record in the Snohomish County auditor's office within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the abatement work performed pursuant to this unified development code.

2. Contents. The claim of lien shall contain the following:

a. The authority of imposing a civil penalty or proceeding to abate the violation, or both;

b. A brief description of the civil penalty imposed or the abatement work done, or both, including the time the work is commenced and completed and the name of the persons or organizations performing the work;

c. A legal description of the property to be charged with the lien;

d. The name of the known or reputed owner, and, if not known, the fact shall be alleged; and

e. The amount, including lawful and reasonable costs, for which the lien is claimed.

3. Verification. The building and zoning official or duly authorized representative shall sign and verify the claim by oath to the effect that the affiant believes the claim is just.

4. Amendment. The claim of lien may be amended in case of action brought to foreclose same, by order of the court, insofar as the interests of third parties shall not be detrimentally affected by amendment.

D. Foreclosure of liens. The lien provided by this code may be foreclosed and enforced by a civil action in a court having jurisdiction.

1. Joinder. All persons who have legally filed claims of liens against the same property prior to commencement of the action shall be joined as parties, either plaintiff or defendant.

2. Actions Saved. Dismissal of an action to foreclose a lien at the instance of a plaintiff shall not prejudice another party to the suit who claims a lien.

1.10.210 Abatement.

A. Abatement by City. Upon noncompliance with the terms of an unappealed notice of violation, a voluntary correction agreement, or a final decision of the hearing examiner, the city may perform the abatement required by said notice, agreement, or decision. The city may utilize city employees or a private contractor under city direction to accomplish the abatement. The city, its employees and agents using lawful means are expressly authorized to enter upon the property of the violator for such purposes. Nothing in this chapter shall prohibit the city from pursuing abatement of a violation pursuant to any other laws of the state of Washington or the city.

B. Summary Abatement. Whenever any violation causes a condition the continued existence of which constitutes an immediate threat to the public health, safety or welfare or to the environment, or whenever any violation is of such a character and is so situated that the same can be abated without the invasion or destruction of private property and the further continuance is likely to result in expense to the city or injury to any person, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the person responsible for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the city or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats, but neither shall the city be entitled to recover any costs incurred for summary abatement, prior to the time that notice thereof is served on the person responsible for the violation as set forth in SMC 1.10.070.

C. Obstruction with Work Prohibited. No person shall obstruct, impede or interfere with the city, its employees or agents, or any person who owns or holds any interest or estate in any property in the performance of any necessary act preliminary or incidental to carrying out the requirements of a notice of violation, voluntary correction agreement, or decision of the hearing examiner issued pursuant to this chapter.

1.10.220 Right of entry.

A. When it is necessary to enforce the provisions of the Sultan Municipal Code, or when a code enforcement officer has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation of this code, the code enforcement officer may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code; provided, that if such building or premises be occupied, the code enforcement officer shall present identification credentials, state the reasons for entry, and demand entry. If such building or premises be unoccupied, the code enforcement officer shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and demand entry. If entry is refused, or the code enforcement officer is unable to locate the owner or other person having control of the premises, the code enforcement officer shall have recourse to the remedies provided by law to secure entry.

B. Posted Property. Where private property is posted with a “No Trespassing” sign and has a gate or chain on private property, or where private property is enclosed by a secured gate or chain (other than by a simple latching or closure device) a city employee shall not make entry beyond areas open to the public without the express permission of the property owner/resident or a court order. No employee shall be required to enter a posted or gated piece of property if the employee feels threatened, intimidated, or otherwise in fear of his or her personal safety.

C. Employee Identification. City employees shall carry identification cards while on duty. Any employee, when legitimately requested by the public, shall show the requesting party his or her identification card.

D. Intimidation of Employees. Threats, intimidation, or other violations of public peace directed against an employee engaged in lawful action upon private property are unlawful and may subject the threatening person and the owner of the property, as applicable, to legal action.

Section 2. Chapter 8.04 SMC, “Nuisances,” Amended. Chapter 8.04 SMC, entitled “Nuisances,” is hereby amended to read as follows:

Chapter 8.04 NUISANCES

Sections:

- 8.04.010 Defined.
- 8.04.020 Maintaining or permitting prohibited.
- 8.04.030 Affecting health – Designated.
- 8.04.040 Repealed.
- 8.04.050 Affecting peace and safety – Designated.
- 8.04.060 Repealed.
- 8.04.070 Enforcement.
- 8.04.080 Repealed.
- 8.04.090 Repealed.
- 8.04.100 Repealed.

8.04.110 Repealed.

8.04.120 Repealed.

8.04.130 Repealed.

8.04.140 Repealed.

8.04.010 Defined.

A public nuisance is a thing, act, omission, occupation, condition or use of property which:

A. Substantially annoys, injures, or endangers the comfort, health, repose or safety of the public;

B. In any way renders the public insecure in life or in the use of property;

C. Interferes with, obstructs or tends to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way.

8.04.020 Maintaining or permitting prohibited.

No person, persons, firms or corporation shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the city of Sultan.

8.04.030 Affecting health – Designated.

The following acts, omissions, places, conditions and things are specifically declared to be public health nuisances, but shall not be construed to exclude other health nuisances coming within the definition of SMC 8.04.010:

A. All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public;

B. Carcasses of animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within 24 hours after death;

C. Accumulations of decayed animal or vegetable matter, trash, or rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed;

D. All stagnant water in which mosquitoes, flies or other insects may multiply;

E. All noxious weeds (a weed being defined as any plant that grows out of place), and other rank growth of vegetation upon public or private property, all grass and weeds in excess of 12 inches in height in a non-agricultural use ("agricultural use" being defined as producing field crops including, but not limited to, grains, feed crops, fruits and vegetables), and all grass, weeds, shrubs, bushes, trees or vegetation growing or

which have grown and died, on any property and are a fire hazard or a menace to public health, safety or welfare;

F. Tent caterpillars;

G. The escape of smoke, soot, cinders, noxious acids, fumes, gases, ash or industrial dust within the city limits in such quantities as to endanger the health of persons of ordinary sensibilities or cause injury to property;

H. The pollution of any well or cistern, stream, lake, canal or body of water by sewage or industrial wastes or other substances;

I. Any use of property, substances or things emitting or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, effluvia or stench repulsive to the physical senses of persons which annoy, discomfort, injure or inconvenience the health of persons within the city;

J. All abandoned wells not securely covered or secured from public use;

K. All public exposure of persons having a contagious disease;

L. The distribution of samples of medicines or drugs unless such samples are placed in the hands of an adult person;

M. Garbage cans which do not have a tight-fitting lid;

N. All infestations of flies, fleas, roaches, lice, ticks, rats, mice, fly maggots, mosquito larvae and other biological agents capable of transmitting disease to humans;

O. All other acts, omissions of acts, occupations and uses of property which are deemed by the Snohomish County board of health to be a menace to the health of the inhabitants of this city.

8.04.040 Repealed.

8.04.050 Affecting peace and safety – Designated.

The following acts, omissions, places, conditions and things are declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of SMC 8.04.010:

A. All snow and ice not removed from public sidewalks;

B. All unauthorized signs, signals, markings or devices which purport to be or may be mistaken as official traffic-control devices placed or maintained upon or in view of any public highway or railway crossing;

C. All trees, hedges, signs or other obstructions which prevent persons from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk;

D. All limbs of trees which project over a public sidewalk, less than 8 feet above the surface thereof or less than 14 feet above the surface of a public street;

E. All trees, limbs, buildings, structures, power and light poles and their appurtenances, or equipment which poses a reasonable threat to life or property in the event that such trees, limbs, buildings, structures, power and light poles and their appurtenances or equipment were to fall on adjacent public or private property;

F. All use or display of fireworks except as provided by the laws of the state of Washington and ordinances of the city;

G. All buildings or structures so old, dilapidated and out of repair or which have been so damaged by fire or flood as to be dangerous, unsafe, unsanitary or otherwise unfit for human use;

H. All wires over streets, alleys or public grounds which are strung less than 15 feet above the surface of the street or ground;

I. All motorcycles, automobiles, chainsaws, lawnmowers or other motorized equipment which are not equipped with the original equipment muffler or noise-deadening device or other replacement muffler or noise-deadening device recommended by the engine manufacturer;

J. The keeping or harboring of any animal or fowl which by the emission of offensive odors unreasonably annoys or disturbs the peace, comfort or repose of others in the city;

K. Allowing vicious animals to run at large and all activities prohibited by Chapters 6.04, 6.08, 6.12 and 6.16 SMC;

L. All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the ordinances of the city or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable length of time after the purpose whereof has been accomplished;

M. All open and unguarded pits, wells, excavations or unused basements;

N. All abandoned refrigerators or freezers from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside;

O. Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the street or sidewalk, except when engaged in constitutionally protected activities;

P. Violations of the ordinances of the city or laws of the state of Washington relating to the storage of flammable liquids;

Q. The dismantling, reconstruction or repair of any vehicle or piece of machinery upon any street, alley or other public place, except minor repairs of an emergency nature;

R. All vehicles or machines parked or driven on any city street, alleyway or highway with a leaking fuel tank;

S. All vehicles used to transport flammable or explosive liquids or gases or corrosive acids, parked within the city limits, unless said vehicle is in the lawful delivery of said liquids, gases or acids;

T. Any fence or other structure or thing on private property abutting or fronting upon any public street, sidewalk or place, which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition;

U. The existence upon the sidewalk in front of any premises of any debris, litter or substantial quantity of dirt;

V. All dangerous, unguarded machinery, in any public place, or so situated or operated on private property as to attract the public;

W. Leading, driving or riding any horse or other livestock upon or over any sidewalk or public park;

X. Crossing curbs or sidewalks with vehicles where no regular provision has been made for such crossing, without first protecting the same with appropriate risers and planking;

Y. Exposed or discarded weapons, knives, needles, or other objects capable of injuring the health or safety of minors or other persons;

Z. All other conditions or things which are liable to cause injury to the person or property of anyone.

8.04.060 Repealed.

8.04.070 Enforcement.

The provisions of this chapter shall be enforced using the procedures established in the city's code enforcement chapter, Chapter 1.10 SMC, and references to "code" in that chapter shall include this chapter also.

8.04.080 Repealed.

8.04.090 Repealed.

8.04.100 Repealed.

8.04.110 Repealed.

8.04.120 Repealed.

8.04.130 Repealed.

8.04.140 Repealed.

Section 3. SMC Section 8.06.100, "Penalty," Amended. SMC Section 8.06.100, entitled "Penalty," is hereby amended to read as follows:

8.06.100 Penalty.

Except as otherwise provided in this chapter, any person violating any provision of this chapter or any permit issued pursuant to this chapter is guilty of a misdemeanor punishable by imprisonment for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000, or by both such imprisonment and fine. A person is guilty of a separate offense for each day or occurrence during which he or she commits, continues, or permits a violation of any provision of, or permit issued under, this chapter.

Section 4. Chapter 8.10 SMC, "Public Disturbance Noise," Amended. Chapter 8.10 SMC, entitled "Public Disturbance Noise," is hereby amended to read as follows:

**Chapter 8.10
PUBLIC DISTURBANCE NOISE**

Sections:

8.10.010 Public disturbance noise – Defined.

8.10.020 Exemptions.

8.10.030 Repealed.

8.10.040 Infraction – Enforcement.

8.10.050 Separate offenses.

8.10.060 Penalty.

8.10.070 Evidence in proceedings.

8.10.010 Public disturbance noise – Defined.

For the purposes of this chapter, “public disturbance noise” shall mean the following sources of sound:

A. Frequent, repetitive or continuous sound from any horn or siren attached to a motor vehicle except as a warning of danger or specifically permitted or required by law;

B. Frequent, repetitive or continuous sound in connection with the starting, operating, repairing, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine in any residential zone which unreasonably interferes with the peace, comfort and repose of owners or occupants of real property in the residential zone;

C. Loud or raucous sound from any activity which unreasonably interferes with the operation of any school, church, hospital, sanitarium or nursing or convalescent facility;

D. Frequent, repetitive or continuous sound which emanates from a building structure or property, and created by musical instrument, whistle, sound amplifier, stereo, jukebox, radio, television or other device capable of reproducing or creating sound, such as sounds originating from a band session, tavern operation or commercial sales lot which unreasonably interferes with the peace, comfort and repose of owners or occupants of nearby property;

E. Sound from a motor vehicle audio sound system, such as a radio, tape player or compact disc player, when the volume is such that the sound can be clearly heard by a person of normal hearing at a distance of more than 50 feet from the vehicle itself;

F. Sound from carried or transported portable audio sound equipment, such as a radio, tape player or compact disc player, when the volume is such that the sound can be clearly heard by a person of normal hearing at a distance of more than 50 feet from the source of the sound;

G. Frequent, repetitive or continuous sound which emanates from a residence, structure or property, and created by audio sound equipment, musical instruments or social gatherings which unreasonably interferes with the peace, comfort and repose of owners or occupants of neighboring residential properties;

H. Sound from squealing or screeching of motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners except such sounds which arise from actions to avoid danger;

I. Sound originating from a motor vehicle on the public highway when the vehicle does not have a muffler in good working order or is otherwise not in compliance with applicable laws and regulations;

J. Sound from yelling, shouting, hooting, whistling or singing on or near the public streets occurring between the hours of 11:00 p.m. and 7:00 a.m. which unreasonably interferes with the peace, comfort and repose of owners or occupants of real property;

K. Sound originating from residential real property relating to temporary projects for the maintenance or repair of homes, grounds or appurtenances, including sounds from lawnmowers, power hand tools, snow removal equipment and the like when the same occurs between the hours of 10:00 p.m. and 7:00 a.m. weekdays and 10:00 p.m. and 9:00 a.m. on weekends;

L. Sounds originating from construction sites and activities, including but not limited to sounds from construction equipment, power tools and hammering between the hours of 10:00 p.m. and 7:00 a.m. weekdays and 10:00 p.m. and 9:00 a.m. on weekends except such sounds which arise from emergency construction work to protect public or personal health and safety.

8.10.020 Exemptions.

Though the following sources of sound may fall within the definitions of a “public disturbance noise” as defined in the previous section, the following sounds shall be exempt and shall not be a public disturbance noise:

A. Noise originating from aircraft in flight and sounds which originate in airports and are directly related to flight operations;

B. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety relief intent of the device;

C. Noise created by fire or security alarms, or noise created by emergency equipment;

D. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;

E. Noise created by a special event so long as the event is in compliance with the terms and conditions of its special event permit;

F. Noise created by natural phenomenon;

G. Noise created by public utility facilities including electrical substations;

H. Noise created from local school marching bands while practicing;

I. Noise created by bells, chimes or carillon not operated for more than five minutes in any one hour from the hours of 7:00 a.m. to 10:00 p.m., but not including such noise as is artificially created and amplified and broadcast via loud speaker; and

J. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad.

K. Noise created while engaged in constitutionally protected conduct.

8.10.030 Repealed.

8.10.040 Infraction – Enforcement.

It is unlawful and a civil infraction for any person to cause or allow to be emitted a nonexempt public disturbance noise as defined by this chapter.

Where the definition of “public disturbance noise” includes sound that unreasonably interferes with the peace, comfort and repose of owners or occupants of real property or neighboring property, a civil infraction notice may only be issued after receipt of such a complaint. In all other instances, a civil infraction notice may be issued without a complaint.

8.10.050 Separate offenses.

For enforcement purposes, sound emitted during separate days shall be deemed a separate violation. A day is a 24-hour period beginning with the first violation and infraction.

8.10.060 Penalty.

A first violation and infraction of this chapter shall be punished with a penalty of \$100.00. A second violation and infraction of this chapter shall be punished with a penalty of \$500.00. A third and/or subsequent violation and infraction of this chapter is a misdemeanor and shall be punished with a fine of \$500.00 and/or incarceration in jail for a period not to exceed 30 days.

8.10.070 Evidence in proceedings.

In any proceeding under this chapter, evidence of sound level through the use of sound level meter readings shall not be necessary to establish the commission of the violation.

Section 5. SMC Section 16.120.100, “Appeals of development permit decisions,” Amended. SMC Section 16.120.100, entitled “Appeals of development permit decisions,” is hereby amended to read as follows:

16.120.100 Appeals of development permit decisions.

Notwithstanding any provision of this unified development code to the contrary, any aggrieved person may file an appeal with the hearing examiner of a permit decision or action by the community development director taken pursuant to this code within 10 calendar days thereof and such appeal shall be governed solely by the provisions of this section; provided, that appeals of enforcement and abatement actions related to this title shall be governed by the enforcement provisions of Chapter 1.10 SMC, as provided in SMC 16.132.010.

A. Procedure on Appeal. The hearing examiner, after having been duly notified that an appeal has been filed, shall authorize the city to give public notice of a public hearing on the appeal in a newspaper of general circulation. Such public notice shall be in the same form and shall have the same filing date requirements as prescribed in Chapter 16.124 SMC. The city shall also serve persons notice of such hearing who own property within 300 feet of the subject property, the applicant for the development permit, the aggrieved person (if different than the applicant), any person who has requested in writing to be notified of such public hearing date, the community development director and the planning board.

B. Effect of Filing on Appeal. The filing of a notice of appeal shall stay any proceedings in furtherance of the action appealed, unless the community development director certifies in writing to the hearing examiner and the applicant that a stay poses an imminent peril to life or property, in which case the stay shall not stay further proceedings. The hearing examiner may review such certification and grant or deny a stay of the proceedings.

C. Public Hearing. A public hearing on an appeal shall be held by the hearing examiner within 20 working days after the appeal is filed with the examiner and an action shall be taken by the hearing examiner within 15 working days after the conclusion of such public hearing. The hearing examiner may reverse, affirm or modify the decision, determination or interpretation appealed and, in so modifying, shall be deemed to have all of the powers of the community development director, from whichever the appeal is taken, including the power to impose reasonable conditions to be complied with by the applicant. The hearing examiner shall notify the community development director, the applicant for the permit, and the person or persons who filed the appeal of its decision by certified mail. Such notice shall be sent within five working days of the hearing examiner's action.

D. Rights of Parties. Consistent with rules adopted by the hearing examiner, appeal hearings before the hearing examiner shall allow the parties to:

1. Call and examine witnesses on any matter relevant to the issues of the hearing;
2. Introduce documentary and physical evidence;
3. Impeach any witness regardless of which party first called them to testify;
4. Rebut evidence against them;
5. Represent themselves or be represented by anyone of their choice who is lawfully permitted to serve in such capacity.

Section 6. Chapter 16.132 SMC, "Enforcement and Penalties," Amended. Chapter 16.132 SMC, entitled "Enforcement and Penalties," is hereby amended to read as follows:

Chapter 16.132
ENFORCEMENT AND PENALTIES

Sections:

| | |
|-------------------|-----------------------------|
| <u>16.132.010</u> | Administration. |
| <u>16.132.020</u> | Declaration of nuisance. |
| <u>16.132.030</u> | Repealed. |
| <u>16.132.040</u> | Repealed. |
| <u>16.132.050</u> | Repealed. |
| <u>16.132.060</u> | Technical review committee. |
| <u>16.132.065</u> | Repealed. |
| <u>16.132.070</u> | Repealed. |
| <u>16.132.080</u> | Repealed. |
| <u>16.132.090</u> | Repealed. |
| <u>16.132.100</u> | Repealed. |

16.132.010 Administration.

The building and zoning official, or his duly authorized representative or any other code enforcement officer as defined in SMC 1.10.020, is authorized to carry out enforcement and/or abatement actions pursuant to applicable provisions of Sultan Municipal Code, including but not limited to Chapter 1.10 SMC, and such other provisions as may be adopted by the Sultan city council.. The building and zoning official shall have the power to render interpretations of this title and to adopt and enforce rules and supplemental regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code.

16.132.020 Declaration of nuisance.

All violations of this unified development code are determined to be detrimental to the public health, safety and welfare, and are nuisances. All conditions which are determined by the building and zoning official or his duly authorized representative to be in violation of this code shall be subject to the provisions of Chapter 1.10 SMC.

16.132.030 Repealed.

16.132.040 Repealed.

16.132.050 Repealed.

16.132.060 Technical review committee.

A. There is established the enforcement technical review committee consisting of two designated representatives from the council and two representatives from the planning commission and the building official. The committee shall meet as required to carry out the functions specified in this title.

B. The functions of the committee are to provide oversight to the decisions of the building and/or zoning official to assure coordinated enforcement in cases involving multiple violations and to assure consistent and proportional enforcement of the city's code.

16.132.065 Repealed.

16.132.070 Repealed.

16.132.080 Repealed.

16.132.090 Repealed.

16.132.100 Repealed.

Section 7. Repealer. Chapter 16.136 SMC, entitled "Notice and Orders to Correct and/or Abate," is hereby repealed in its entirety.

Section 8. Repealer. Chapter 16.144 SMC, entitled "Recovery of Civil Penalty and Cost of Abatement," is hereby repealed in its entirety.

Section 9. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 10. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2015.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

APPROVED AS TO FORM:

Amy S. Mill, City Attorney

Filed with the City Clerk: _____

Passed by the City Council: _____

Date of Publication: _____

Effective Date: _____

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-7

DATE: August 13, 2015

SUBJECT: Ordinance 1220-15, Camping Code

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue is to amend and update the Sultan's Nuisance Code to provide regulation pertaining to camping in an enforceable code with clear remedies, penalties and rights of the public, as prepared and submitted to the Council during the public hearing July 09, 2015.

DISCUSSION:

The code under consideration is the purview of the Community Service Officer (CSO). The CSO works closely with the citizens of Sultan, the Sheriff's department, the Health District, the City Administrator and planning staff to enforce the community's vision and desires as codified in the Municipal Code. Code language is only as good as its enforcement and the CSO is the city's liaison between Council describing its vision in specific code language and the application of that vision.

The titles that broadly make up public disturbances suffer from internal inconsistencies; vague language that is subjective; enforcement that is often too onerous or simply impossible to enact; absent of specific council and staff identified issues; lacks clear process for addressing violations; and identifies possible non-issues as enforceable offenses. Staff has reviewed the proposed code changes with Amy Mills, City Attorney.

The issues that staff has addressed in the code presented include the following:

- Ordinance 1220-15 Camping

ATTACHMENTS:

A - Sultan Municipal Code 9.36

**CITY OF SULTAN
WASHINGTON**

ORDINANCE NO. 1220-15

**AN ORDINANCE OF THE CITY OF SULTAN,
WASHINGTON, ADOPTING A NEW SMC CHAPTER 9.36
RELATING TO CAMPING; REPEALING SMC 9.09.090;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, the City finds that camping in the City's public parks and other public lands interferes with the general public's ability to make the greatest possible use of the City's parks and public land system; and

WHEREAS, the City finds that from time to time persons establish campsites, for the purpose of maintaining a temporary place to live, on sidewalks, public parks, and other public lands; and

WHEREAS, the City finds that such persons, by such actions, are creating unsafe and unsanitary living situations which pose a threat to the public health, safety, and welfare of themselves and other citizens of the City; and

WHEREAS, the City finds that such persons using public places as temporary living accommodations tend to leave behind garbage and sometimes dangerous debris such as used hypodermic needles and human waste; and

WHEREAS, contact with and injuries from hypodermic needles and syringes discarded in public places, presumably by injection drug users, may pose a risk of transmission of bloodborne pathogens, including human immunodeficiency virus (HIV), hepatitis B virus (HBV), and hepatitis C virus (HCV); and

WHEREAS, the City Council desires to prohibit camping to protect the public safety and ensure the public's ability to make the greatest possible use of the City's parks and public land system, without prohibiting sleeping or camping at all times on all public lands;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. New SMC Chapter 9.36, Camping Prohibited, Adopted. A new Sultan Municipal Code Chapter 9.36, to be entitled “Camping Prohibited,” is hereby adopted to read as follows:

**Chapter 9.36
CAMPING PROHIBITED**

Sections:

- 9.36.010 Camping defined.
- 9.36.020 Camping prohibited.
- 9.36.030 Penalty.

9.36.010 Camping defined.

A. “Camping” means the use of park land or open space land for living accommodation purposes including but not limited to any of the following:

1. Sleeping activities;
2. Making preparations to sleep;
3. Laying down of bedding for the purposes of sleeping;
4. Storing personal belongings;
5. Erecting any tent, tarpaulin, shelter, or other structure that would permit one to sleep overnight;
6. Using a motor vehicle, motor home and/or trailer as those terms are defined by Chapter 46.04 RCW for the purposes of sleeping; or
7. Knowingly causing a fire including campfires, cooking fires, bonfires or other open flames.

B. Notwithstanding Subsection A of this Section, “camping” shall not include sleeping in a public park or public open space during the daylight hours as long as no tent, tarpaulin, shelter, or other structure has been erected, shall not include starting a fire in a city-designated fire pit in any developed public park, and shall not include activities approved through a special events permit.

9.36.020 Camping prohibited.

A. It is unlawful for any person to engage in camping in or on any public park or public open space or common open space.

- B. For the purposes of this Chapter:
1. “Public park” shall have the meaning as defined in SMC 16.150.160(3);
 2. “Common open space” shall have the meaning as defined in SMC 16.150.150(6); and
 3. “Public open space” shall mean open space areas accessible to humans for a variety of recreation uses, including but not limited to parks, trails, picnic areas, and

other usable sites, as well as that portion of a site left in its natural state or specifically designated to be used for resource protection, agriculture, greenbelt, or visual amenity.

9.36.030 Penalty.

A. First Offense. Any person found in violation of SMC 9.36.020 shall be guilty of a misdemeanor, punishable by a fine in an amount fixed by the court not to exceed \$250.00.

B. Second or Subsequent Offense. Every person found in violation of the provisions of this Chapter a second or subsequent time within a five-year period shall be guilty of a misdemeanor, punishable by imprisonment for a term fixed by the court not to exceed 90 days, or by a fine in an amount fixed by the court not to exceed \$500.00, or by both such imprisonment and fine.

Section 2. Repealer. Section 9.09.090 of the Sultan Municipal Code is hereby repealed in its entirety.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2015.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

APPROVED AS TO FORM:

Amy S. Mill, City Attorney

Filed with the City Clerk: _____

Passed by the City Council: _____

Date of Publication: _____

Effective Date: _____

DRAFT

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-8

DATE: August 13, 2015

SUBJECT: Ordinance 1221-15, Inoperable and Junk Vehicles

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue is to amend and update the Sultan's Nuisance Code to provide regulation pertaining to inoperable and junk vehicles in an enforceable code with clear remedies, penalties and rights of the public, as prepared and submitted to the Council during the public hearing July 09, 2015.

DISCUSSION:

The code under consideration is the purview of the Community Service Officer (CSO). The CSO works closely with the citizens of Sultan, the Sherriff's department, the Health District, the City Administrator and planning staff to enforce the community's vision and desires as codified in the Municipal Code. Code language is only as good as its enforcement and the CSO is the city's liaison between Council describing its vision in specific code language and the application of that vision.

The titles that broadly make up public disturbances suffer from internal inconsistencies; vague language that is subjective; enforcement that is often too onerous or simple impossible to enact; absent of specific, council and staff identified issues; lacks clear process for addressing violations; and identifies possible non-issues as enforceable offenses. Staff has reviewed the proposed code changes with Amy Mills, City Attorney.

The issues that staff has addressed in the code presented include the following:

- 8.14 Inoperable and Junk Vehicles

ATTACHMENTS:

A - Sultan Municipal Code Title 8.14

**CITY OF SULTAN
WASHINGTON**

ORDINANCE NO. 1221-15

**AN ORDINANCE OF THE CITY OF SULTAN,
WASHINGTON, ADDING A NEW CHAPTER 8.14 SMC
RELATING TO JUNK AND INOPERABLE VEHICLES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, the accumulation of junk and inoperable vehicles within the City of Sultan is a detriment to the health, safety and welfare of the community; and

WHEREAS, the accumulation of such vehicles is also unsightly and creates a blighting effect upon the neighborhood or area in which they are situated; and

WHEREAS, junk and inoperable vehicles may become attractive nuisances to children, who may be injured by the poor and deteriorated condition of such vehicles; and

WHEREAS, such vehicles, by reason of their state of disrepair or lack of use, could possibly become infested with vermin, rodents, and the like; and

WHEREAS, it is in the interest of the public health, safety and welfare that junk and inoperable vehicles be removed from private and public property;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. New SMC Chapter 8.14, Junk and Inoperable Vehicles, Adopted. A new Sultan Municipal Code Chapter 8.14, to be entitled "Junk and Inoperable Vehicles," is hereby adopted to read as follows:

**Chapter 8.14
JUNK AND INOPERABLE VEHICLES**

Sections:

- 8.14.010 Purpose.
- 8.14.020 Definitions.
- 8.14.030 Nuisance declared.
- 8.14.040 Certification of junk vehicles.
- 8.14.050 Enforcement.

- 8.14.060 Abatement and removal.
 8.14.070 Abatement costs – Lien.

8.14.010 Purpose.

The purpose of this Chapter is to preserve the character and safety of the City’s neighborhoods by prohibiting and eliminating as public nuisances junk or inoperable vehicles from private property, and to provide procedures for the abatement and removal of such vehicles.

8.14.020 Definitions.

The definitions contained in RCW 46.55.010 shall apply to the interpretation and enforcement of this chapter. For the purposes of this Chapter, the following words shall have the following meanings:

- A. “City” means the City of Sultan, Washington.
- B. “Impound” means to take and hold a vehicle in legal custody.
- C. “Inoperable vehicle” means any car, truck, van, recreational vehicle, motorcycle, snowmobile or other vehicle typically powered by an engine, excepting watercraft, that has been in a stationary position for more than fourteen calendar days, is apparently inoperable or requires repairs in order to be operable, or is unable to move a distance of twenty feet under its own power on a flat surface; “inoperable vehicle” may include vehicles that do not meet the definition of junk vehicle.
- D. “Junk vehicle” has the meaning ascribed in RCW 46.55.010(5), as now in effect or hereinafter amended.
- E. “Landowner” means an owner of private property, or a person in possession or control of private property.
- F. “Mayor” means the Mayor of the City of Sultan, Washington.
- G. “Vehicle” has the same meaning as the definition of “motor vehicle” in RCW 46.04.320 as now or hereinafter enacted.

8.14.030 Nuisance declared.

- A. All junk or inoperable vehicles placed or situated upon private property within the City limits, except as provided in Subsection (B) of this Section, constitutes a public nuisance subject to the enforcement and abatement procedures of this Chapter.
- B. This Chapter shall not apply to a vehicle or part thereof that:
 - 1. Is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
 - 2. Is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced in accordance with RCW 46.80.130.

8.14.040 Certification of junk vehicles.

Any law enforcement officer having jurisdiction, or any code enforcement officer or other person so authorized by the Mayor, may inspect and certify in writing that a vehicle meets the definition of a junk vehicle in accordance with RCW 46.55.230. The person making inspection shall record the make of the vehicle and, if discernible, the vehicle identification number and license number, and shall certify that the vehicle meets at least three of the requirements for junk vehicles as defined in RCW 46.55.010(5).

8.14.050 Enforcement.

A. Procedure. The provisions of this Chapter shall be enforced using the procedures established in SMC 1.10.080 – .180, subject to the additional requirements of this Section.

B. Violation – Notice. For violations of this Chapter, the notice of civil violation shall be served upon the vehicle's last registered owner of record and upon the landowner of the property where the vehicle is located, and shall contain the substantially following information:

1. The name and address of the landowner of record upon whose property the vehicle is located;
2. The name and address of the vehicle's last registered owner of record, provided license or vehicle identification numbers are available;
3. The vehicle description, including the license plate number and/or the vehicle identification number, the year, make and model of the vehicle, and the factors which render the vehicle a public nuisance;
4. A street address sufficient to identify the property where the vehicle is located;
5. The required corrective action and a date and time by which the correction must be completed; and
6. A statement that if no hearing is requested to contest or mitigate the violation, the vehicle will be removed.

C. Hearing – Notice. When a request for hearing is received, the City shall provide notice of the time, location, and date of the hearing by certified mail, with a five-day return receipt requested, to the landowner as shown on the last equalized assessment roll and to the last registered and legal owner of record of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership.

D. Hearing – Determination of responsibility. The landowner of the property on which the vehicle is located may appear in person at the hearing, or present a written statement in time for consideration

at the hearing, and deny responsibility for the presence of the vehicle on the land with reasons for the denial. If the hearing examiner determines that the vehicle was placed on the land without the consent of the landowner, and that the landowner did not subsequently acquiesce in its presence, then the City shall not assess fines or abatement costs against the landowner.

8.14.060 Abatement and removal.

A. After notice has been given that the City intends to dispose of a vehicle or part thereof, and after a hearing has been held, if a hearing was requested, and the owner or landowner has failed to comply with an order of abatement or otherwise remove the vehicle, the vehicle or part thereof shall be removed at the request of a law enforcement officer and be disposed of at a licensed vehicle wrecker, hulk hauler, or scrap processor.

B. Upon removal of a junk or inoperable vehicle pursuant to this Section, the City shall provide notice to the Washington State Patrol and the Washington State Department of Licensing that the vehicle has been wrecked.

8.14.070 Abatement costs – Lien.

A. The costs of removal and disposal of a junk or inoperable vehicle shall be assessed against (1) the registered owner of the vehicle, if known, unless the owner transferred ownership of the vehicle in compliance with RCW 46.12.520; or (2) the owner of the property on which the vehicle was stored, subject to the provisions of SMC 8.14.050(D).

B. In addition to, or in lieu of, any other state or local provisions for the recovery of abatement costs resulting from the enforcement of this Chapter, the City may, after removal of a junk or inoperable vehicle under this Chapter, file with the Snohomish County auditor a claim of lien for abatement costs as defined in SMC 1.10.020(H), which shall be substantially in accordance with the provisions covering mechanics' liens in Chapter 60.04 RCW, and said lien shall be foreclosed in the same manner as mechanics' liens.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2015.**

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

APPROVED AS TO FORM:

Amy S. Mill, City Attorney

Filed with the City Clerk: _____

Passed by the City Council: _____

Date of Publication: _____

Effective Date: _____

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 9

DATE: August 13, 2015

SUBJECT: Snohomish County Interlocal Agreement for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services

CONTACT PERSON: Laura Koenig, Clerk/Finance Director

ISSUE:

The issue before the city council is to authorize the Mayor to sign the Snohomish County Interlocal Agreement for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services.

STAFF RECOMMENDATION:

Staff recommends the council authorize the Mayor to sign the Snohomish County Interlocal Agreement for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services subject to final review and approval of the City Attorney.

SUMMARY:

The City of Sultan entered into an Interlocal Agreement with Snohomish County for Fire Inspection, Planning, Building/Construction Plan Review and Code Inspection Services in 2011. The agreement has been updated and changed to include the following Scope of Services:

Section 1. SCOPE OF SERVICES FOR BUILDING/CONSTRUCTION/LAND USE/FIRE PLAN REVIEW, AND CODE INSPECTION

- 1.1 The County, through the Department of Planning and Development Services (PDS) and Office of the County Fire Marshal ("OCFM"), will conduct Building/Construction/Land Use/Fire Plan Review and Code Inspections of industrial, commercial and residential projects on a case-by-case basis as requested by the City. The above mentioned Building/Construction/Land Use/Fire Plan Review and Code Inspections are to be performed to determine compliance with applicable requirements of the Washington State Building Code and any local amendments adopted thereto by the City. The Code Inspections requested by the City under this Agreement may include, but not be limited to, new construction inspections, annual inspections for fire and life/safety, and code enforcement related inspections. Pursuant to the request of the City, the OCFM may perform any and all duties associated with the position of acting Fire Code Official for the City.
- 1.2 The City will determine when plans will be reviewed by PDS and OCFM.
- 1.3 The review of the plans will be scheduled in the order they are submitted by the City and will be subject to the processing timelines applicable to the other plans being reviewed by PDS and OCFM.

- 1.4 PDS and OCFM shall employ only certified and trained personnel in the Washington State Building Code, to conduct Building/Construction/Land Use/Fire Plan Review and Code Inspections.
- 1.5 Building/Construction/Land Use/Fire Plan Review will be conducted for determining compliance with the Washington State Building Code, as well as other subsidiary codes and local amendments as appropriate.
- 1.6 PDS and OCFM will provide plan mark-up and notation customary for professional plan review standards, and forward said plans to the City for return to applicants.
- 1.7 PDS and OCFM will conduct on-site Building/Construction/Land Use/Fire Code Inspections as requested by the City, customarily with one day prior notice. Inspections shall be conducted and corrections noted as customary for professional Building/Construction/Land Use/Fire Code Inspection standards, with correction notices provided to the City for records management.
- 1.8 At the request of the City, the County will provide Technical Assistance with Land Use Applications.
- 1.9 The City shall be the responsible permit issuing agency, and shall collect all permit fees, issue all permits, and defend any and all challenges related to plan review, inspections, and permit decisions performed under this Agreement.
- 1.10 The City shall pay the County an hourly rate as established in Appendix A for the Building/Construction/Land Use/Fire Plan Review and Code Inspections Service set forth in this Section 1.
- 1.11 The parties understand and agree that the County's ability to perform a requested service pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of County personnel. If the County determines that sufficient staff time is not available to allow it to provide a requested service, it shall so notify the City as soon as possible after receiving the request for that services.

FISCAL IMPACT:

The cost of service is included in the permit and land use fees collected by the city.

RECOMMENDED ACTION:

Staff recommends the council authorize the Mayor to sign the Snohomish County Interlocal Agreement for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services subject to final review and approval of the City Attorney.

Attachment A: Draft Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SULTAN AND SNOHOMISH COUNTY
CONCERNING PROVISION OF BUILDING/CONSTRUCTION/LAND USE FIRE PLAN
REVIEW AND CODE INSPECTION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF SULTAN AND SNOHOMISH COUNTY CONCERNING PROVISION OF BUILDING/CONSTRUCTION/LAND USE/FIRE PLAN REVIEW AND CODE INSPECTION SERVICES (this "Agreement") is made and entered into ~~as of~~ this _____ day of _____, 20__, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and the City of Sultan, a Washington municipal corporation (the "City").

RECITALS

1. The City has expressed interest in an interlocal agreement with the County to provide the following services: building/construction/land use/fire plan review and code inspection.
2. The purpose of this Agreement is to allow the County to provide the above-listed services to the City.
3. The Washington State Building Code, as periodically amended by the Washington State Legislature, is in effect in ~~the~~ both the County and the City as set forth in chapter 19.27 RCW, and is relied upon for plan review and inspection services performed under this Agreement.
4. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

[The remainder of this page is intentionally left blank.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR BUILDING/CONSTRUCTION/LAND USE/FIRE PLAN REVIEW, AND CODE INSPECTION

- 1.1 The County, through the Department of Planning and Development Services (“PDS”) and Office of the County Fire Marshal (“OCFM”), will conduct Building/Construction/Land Use/Fire Plan Review and Code Inspections of industrial, commercial and residential projects on a case-by-case basis as requested by the City. ~~The above mentioned Building/Construction/Land Use/Fire Plan Review and Code Inspections are to be performed to determine compliance with applicable requirements of the Washington State Building Code and any local amendments adopted thereto by the City.~~ The Code Inspections requested by the City under this Agreement may include, but not be limited to, new construction inspections, annual inspections for fire and life/safety, and code enforcement related inspections. Pursuant to the request of the City, the OCFM may perform any and all duties associated with the position of acting Fire Code Official for the City.
- 1.2 The City will determine when plans will be reviewed by PDS and OCFM.
- 1.3 The review of the plans will be scheduled in the order they are submitted by the City and will be subject to the processing timelines applicable to the other plans being reviewed by PDS and OCFM.
- 1.4 PDS and OCFM shall employ only ~~personnel~~ certified and trained ~~personnel~~ in the Washington State Building Code, to conduct Building/Construction/Land Use/Fire Plan Review and Code Inspections.
- 1.5 Building/Construction/Land Use/Fire Plan Review will be conducted ~~for~~ ~~to determine~~ compliance with the Washington State Building Code, as well as other subsidiary codes and local amendments as appropriate.
- 1.6 PDS and OCFM will provide plan mark-up and notation customary for professional plan review standards, and forward said plans to the City for return to applicants.
- 1.7 PDS and OCFM will conduct on-site Building/Construction/Land Use/Fire Code Inspections as requested by the City, customarily with one day prior notice. Inspections shall be conducted and corrections noted as customary for professional Building/Construction/Land Use/Fire Code Inspection standards, with correction notices provided to the City for records management.
- 1.8 At the request of the City, the County will provide Technical Assistance with Land Use Applications.
- 1.89 The City shall be the responsible permit-issuing agency ~~for the City~~, and shall collect all permit fees, issue all permits, and defend any and all challenges related to plan review, inspections, and permit decisions performed under this Agreement.

~~1.910~~ The City shall pay the County an hourly rate as established in Appendix A for the Building/Construction/Land Use/Fire Plan Review and Code Inspections Service set forth in this Section 1.

~~1.101110~~ The parties understand and agree that the County's ability to perform a requested service pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of County personnel. If the County determines that sufficient staff time is not available to allow it to provide a requested service, it shall so notify the City as soon as possible after receiving ~~the~~ a request for that services.

Section 2. COMPENSATION

2.1 The City shall pay the County for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services rendered pursuant to ~~Section 1~~ of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A, which is attached hereto and incorporated by this reference.

2.2 County staff time will be billed in one-tenth hour increments.

2.3 The County agrees to provide the City with a written invoice for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered. County invoices shall be itemized to indicate each project and the time/cost allocated to the various projects.

2.4 The City agrees to remit payment in full within 30 days of receipt of an invoice. Payment for these services shall be made to the County. ~~County invoices shall be itemized to indicate each project and the time/cost allocated to the various projects.~~

2.5 The County will maintain all records reflecting fees and costs billed to the City.

2.6 All billing invoices and payments shall be delivered ~~to the following~~ as follows:

To the County: Snohomish County
Planning and Development Services, Accounting
M/S 604, 3000 Rockefeller Avenue
Everett, WA 98201-4046

To the City: City of Sultan
P.O. Box 1199
319 Main Street
Sultan, WA 98294

Section 3. INSURANCE

3.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each party's activities hereunder.

3.2 The City is part of a ~~P~~ublic ~~E~~ntity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool.

- 3.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

Section 4. INDEMNIFICATION AND LIABILITY

- 4.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of the performance of services pursuant to this Agreement. In the event that any such ~~suit based upon such a claim, action, loss, or damages~~ is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 4.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of the performance of services pursuant to this Agreement. In the event that any ~~suit based upon such a claim, action, loss, or damages~~ is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 4.3 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- 4.4 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 5. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Section 6. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 7. PROPERTY

Any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein, except as expressly provided to the contrary elsewhere in this Agreement.

Section 8. DURATION AND TERMINATION

- 8.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2020, unless the parties renew the Agreement in accordance with Section 9. ~~Changes to Appendix A are subject to Section 13 below.~~
- 8.2 Either party may terminate this Agreement, for any reason, upon ~~providing~~ thirty (30) days' written notice to the other party. The City would then pay the County in accordance with Section 2 herein for all Building/Construction/Land Use/Fire Plan Review and Code Inspection Services provided up to and including the date of termination ~~in accordance with Section 2.~~
- 8.3 The terms and conditions contained in Sections 2 and 4 of this Agreement shall survive the expiration or termination of this Agreement.
- 8.4 The County will immediately cease work, stop its review and return all City and/or applicant/business records to the City upon the effective date of the termination or expiration of this Agreement. The County will retain all fees already paid.

Section 9. AMENDMENT AND/OR RENEWAL

- 9.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 9, without the need to obtain additional approvals from the County Council or the County Executive.

- 9.2 The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 9.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to December 31, 2020. Changes to Appendix A are subject to Section 13 below.
- 9.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council website pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

Section 10. NOTICES

All notices, including requests to terminate the Agreement, shall be delivered to the following as follows:

To the County: Snohomish County

Planning and Development Services, Director
M/S 604, 3000 Rockefeller Avenue
Everett, WA 98201-4046

To the City:

City of Sultan
P.O. Box 1199
319 Main Street
Sultan, WA 98294

Notices mailed by any party shall be deemed effective on the date mailed. Any party may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other parties written notice of not less than seven (7) calendar days prior to the effective date of the change of address.

Section 11. DESIGNATION OF ADMINISTRATOR

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The City Mayor or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 12. NO WAIVER

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

Section 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement, including any appendices, addenda, or exhibits hereto, may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

Section 14. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of Snohomish County employees while performing their functions within the territorial limits of Snohomish County shall apply to current planners, building inspectors, inspectors and plan review to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

Section 15. NO THIRD-PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the City and County and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

Section 16. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. Either party may terminate the Agreement under Section 8 of this Agreement herein in the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement.

Section 17. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

Section 18. AUTHORIZATION

The City hereby authorizes County personnel to conduct Building/Construction/Land Use/Fire Plan Review and Code Inspections as described in this Agreement, and all acts incidental to the provision of these services, within the City's jurisdictional boundaries.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date first indicated above herein.

CITY OF SULTAN
By: _____
Carolyn Eslick, Mayor
Date: _____

SNOHOMISH COUNTY
By: _____
John Lovick, Executive
Date: _____

Attest:

Attest:

Approved as to form:
Office of the City Attorney

Approved as to form:
Snohomish County Prosecutor's Office

APPENDIX A

FEE SCHEDULE/HOURLY RATES ~~INCLUDED IN CONTRACT~~
FOR BUILDING/CONSTRUCTION/LAND USE/FIRE PLAN REVIEW AND CODE
INSPECTION SERVICES

| Rate Per Hour | | | | | |
|---------------|---------|---------|---------|---------|----------|
| 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| \$85.00 | \$88.00 | \$91.00 | \$94.00 | \$97.00 | \$100.00 |

DRAFT

APPENDIX B
Sample Form of Amendment

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SULTAN
AND SNOHOMISH COUNTY CONCERNING BUILDING/CONSTRUCTION/LAND USE/FIRE
PLAN REVIEW AND CODE INSPECTION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF SULTAN AND SNOHOMISH COUNTY CONCERNING BUILDING/CONSTRUCTION/LAND USE/FIRE PLAN REVIEW AND CODE INSPECTION SERVICES (this "Amendment") is made and entered into ~~as of~~ this ___ day of _____, 20___, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Sultan, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are parties to the "Interlocal Agreement Between the City of Sultan and Snohomish County Concerning Provision of Building/Construction/Land Use/Fire Plan Review and Code Inspection Services" executed on _____, 20___ (the "Original Agreement").
- B. Pursuant to Section 9 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and City now desire to amend the Original Agreement to extend the ~~T~~term [INSERT REASON].
- D. The County and City now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. EXTENSION OF TERM

The County and City agree that the ~~T~~term specified in Section 8 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new ~~E~~expiration ~~D~~date of the Agreement is [INSERT NEW EXPIRATION DATE].

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and City agree to adopt a new Appendix A, fee schedule, as follows provided herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the day and year first written above.

CITY OF SULTAN

SNOHOMISH COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Director, Department of Planning
And Development Services

DRAFT

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 10

DATE: August 13, 2015

SUBJECT: Republic Services Recycle Rates

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is to approve Republic Services proposed 3.80% recycle rate increase effective October 1, 2014 in accordance with Section 6.2(b) of the contract with the City of Sultan .

STAFF RECOMMENDATION:

Staff Recommends the Council approve the CPI increase of 3.80% in accordance with Section 6.2(b) of the contract. Staff further recommends that the current rate of \$9.15 per month for recycle services remain in effect until the Garbage Rate Study is complete.

SUMMARY:

The council renewed the contract to Republic Services (Allied Waste) in June 2014. The contract went go into effect in September 2014. Ordinance 1201-14 established the rates for residential recycling which includes an administrative fee for the City's handling the customer billing.

In accordance with the franchise agreement Section 6.2(b) (Attachment B), rates *"may increase or decrease annually based on the change in the 12 previous months (April through April) Consumer Price Index (CPI-U) for US Cities Average – All Items, each September 1, beginning in 2015"*.

The proposed CPI increase is 3.80% and the rate increase is \$0.32 per month for a residential account.

Administrative Fee:

The city is responsible for billing the customers for recycle services and remittance of payment to Republic Services on a monthly basis. The administrative fee covers the cost of maintaining the accounts and monthly billing. The recycle charges are included in the combined monthly bill for all utilities. Customer service requests are referred to Republic Services for handling. Public Works staff is not responsible for collection of recycling materials or maintenance of the collection bins. The only cost incurred by the city is for the Utility Clerk's time to process bills and payments and for mailing the statements.

Calculating the Administrative Fee:

Garbage and recycling revenues and expenditures are tracked in the Garbage Utility Operating fund. For city garbage accounts, the Utility Clerks (2) are responsible for account maintenance, billing, adjustments, garbage route books, calculation of extra garbage and handling customer requests. There is considerable more time spent maintaining the city garbage accounts. **No administrative staff is included in the calculation of costs.**

The cost breakdown for billing and account maintenance for Garbage and Recycling accounts will be calculated as part of the Garbage Rate Study.

FISCAL IMPACT

Recycling is part of the Garbage Utility which is an enterprise fund. Enterprise funds need to be self-supporting but are not intended to be “profit-making” funds. Republic Services presents their request to increase rates on an annual basis and the city may update the ordinance to reflect the new rates. The Council needs to review the rates and administrative costs on an annual basis and determine if an increase is needed.

RECOMMENDATION:

Approved the 3.80% CPI increase for Republic Services for Recycle Rates.

ATTACHMENTS: A. Allied Waste Proposed rates

Consumer Price Index - All Urban Consumers
Original Data Value

Not Seasonally Adjusted

Area: US City Average

Item: Water and sewer and trash collection services

Base Period: 1982-84=100

| Year | June |
|--------------------------|-------------|
| Sep-13 | 198.804 |
| Sep-14 | 206.363 |
| Year over year change | 7.559 |
| Percentage increase | 3.80% |

Attachment A
Residential & Multi-Family Recycle Rates
CPI Adjustment effective 10/1/15

Residential Recycling Services
Single-Family, Duplex, Tri-plex and Four-plex

| | Current Per dwelling unit rate | 3.80% | Proposed Per dwelling unit rate |
|-----------------|--------------------------------------|----------------|---------------------------------------|
| | | CPI Adjustment | |
| 64 gallon toter | \$ 8.53 | \$ 0.32 | \$ 8.85 |
| 96 gallon toter | \$ 8.53 | \$ 0.32 | \$ 8.85 |

Multi-Family Recycling Services
Five-plex +, mobile home parks, apartments and condominiums

| | Proposed Per dwelling unit rate | 3.80% | Proposed Per dwelling unit rate |
|------------------------|---------------------------------------|----------------|---------------------------------------|
| | | CPI Adjustment | |
| 64 gallon toter/unit | \$ 8.53 | \$ 0.32 | \$ 8.85 |
| 96 gallon toter/unit | \$ 8.53 | \$ 0.32 | \$ 8.85 |
| 1.0 cubic yard/complex | \$ 29.92 | \$ 1.14 | \$ 31.06 |
| 1.5 cubic yard/complex | \$ 44.86 | \$ 1.71 | \$ 46.57 |
| 2.0 cubic yard/complex | \$ 59.81 | \$ 2.27 | \$ 62.08 |

Miscellaneous Fees
Residential and Multi-Family Recycling

| | Proposed Per dwelling unit rate | 3.80% | Proposed Per dwelling unit rate |
|--------------------------------------|---------------------------------------|----------------|---------------------------------------|
| | | CPI Adjustment | |
| Return Trip | \$ 6.41 | \$ 0.24 | \$ 6.65 |
| Drive-in Charge | \$ 2.77 | \$ 0.11 | \$ 2.88 |
| Redelivery Fee (carts) | \$ 39.80 | \$ 1.51 | \$ 41.31 |
| Replacement Fee (carts) | \$ 79.59 | \$ 3.03 | \$ 82.62 |
| Carry-out Surcharge (per 25 feet) | \$ 1.05 | \$ 0.04 | \$ 1.09 |

**Attachment A
Residential & Multi-Family Yardwaste Rates
CPI Adjustment effective 10/1/15**

**Residential Yard Debris/Food Waste Services
Single-Family, Duplex, Tri-plex and Four-plex**

| | Current Per dwelling unit rate | 3.80% | Proposed Per dwelling unit rate |
|---|--------------------------------------|----------------|---------------------------------------|
| | | CPI Adjustment | |
| 96 gallon toter | \$ 16.23 | \$ 0.62 | \$ 16.85 |
| Extra yard debris service Can/bag/bundle | \$ 2.67 | \$ 0.10 | \$ 2.77 |
| Extra toter (64/96 gallon) | \$ 7.67 | \$ 0.29 | \$ 7.96 |
| One-time voucher | \$ 7.77 | \$ 0.30 | \$ 8.07 |

**Multi-Family Yard Debris/Food Waste Services
Five-plex +, mobile home parks, apartments and condominiums**

| | Proposed Per dwelling unit rate | 3.80% | Proposed Per dwelling unit rate |
|------------------------|---------------------------------------|----------------|---------------------------------------|
| | | CPI Adjustment | |
| 96 gallon toter/unit | \$ 16.23 | \$ 0.62 | \$ 16.85 |
| 1.0 cubic yard/complex | \$ 56.84 | \$ 2.16 | \$ 59.00 |
| 1.5 cubic yard/complex | \$ 85.24 | \$ 3.24 | \$ 88.48 |
| 2.0 cubic yard/complex | \$ 113.67 | \$ 4.32 | \$ 117.99 |

**Miscellaneous Fees
Residential and Multi-Family Yardwaste**

| | Proposed Per dwelling unit rate | 3.80% | Proposed Per dwelling unit rate |
|--------------------------------------|---------------------------------------|----------------|---------------------------------------|
| | | CPI Adjustment | |
| Return Trip | \$ 6.41 | \$ 0.24 | \$ 6.65 |
| Drive-in Charge | \$ 2.77 | \$ 0.11 | \$ 2.88 |
| Redelivery Fee (carts) | \$ 39.80 | \$ 1.51 | \$ 41.31 |
| Replacement Fee (carts) | \$ 79.59 | \$ 3.03 | \$ 82.62 |
| Carry-out Surcharge (per 25 feet) | \$ 1.05 | \$ 0.04 | \$ 1.09 |

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-11

DATE: August 13, 2015

SUBJECT: Resolution No. 15-09 Declaration of Emergency
Main Pump Station

CONTACT PERSON: Mick Matheson, P.E., Public Works Director

ISSUE:

The issue before the city council is to adopt Resolution No. 15-09 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to provide necessary electrical components and repair the Main Pump Station.

ALTERNATIVES

1. Adopt Resolution No. 15-09 declaring an emergency and waiving competitive bidding requirements. This action will allow the council to act quickly to repair the Main Pump Station. Under RCW 39.04.280 the city can waive competitive bidding requirements for purchases and public works projects in the event of an emergency.
2. Do not Adopt Resolution No. 15-09 and direct staff to areas of concern. This action will delay repairs to the Main Pump Station while the city follows state purchasing requirements for construction services.

STAFF RECOMMENDATION:

Adopt Resolution No. 15-09 declaring an emergency to provide necessary electrical components and repair the Main Pump Station, and waive all competitive bidding that might otherwise apply regarding the purchase of material, equipment, items and services, and the award of related contracts necessary to address this emergency situation.

SUMMARY:

The City has been experiencing significant issues the past few days with the Main Pump Station, including electrical panel malfunctions that have caused the pumps to

run dry, which if left unattended, could result in catastrophic failure. The City's service provider has been brought in to evaluate the issues and is working on a short term solution to temporarily fix the situation.

The City is currently under contract with RH2 Engineering to design upgrades to the Lift Station which include a new electrical panel and telemetry. The engineering plans are approximately 80 percent complete.

The current situation qualifies as an emergency. Staff met with RH2 on August 6, 2015 to discuss options. It is critical that the electrical panel and telemetry be replaced as soon as possible. To accomplish this, a "design-build" approach is warranted to accelerate the timeline for completion to approximately 6-8 weeks. If a traditional design/bid/build approach were taken, the process would be significantly extended which is very dangerous heading into the wet winter season while the Main Pump Station experiences a significant increase in flow.

The new system is a long term fix and is projected to last over 30 years.

FISCAL IMPACT:

There is no fiscal impact with adopting Resolution No. 15-09 declaring an emergency. The total electrical equipment costs estimated by RH2 including the pump control panel, telemetry panel, instrumentation, electrical installation, programming, and startup/testing is approximately \$143,000 which includes a 25 percent contingency. Bond proceeds of \$254,000 were specifically obtained for the Main Pump Station in 2014 and are available.

RECOMMENDED ACTION:

Adopt Resolution No. 15-09 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to provide necessary electrical components and repair the Main Pump Station.

ATTACHMENT: Resolution No. 15-09

CITY OF SULTAN
WASHINGTON
RESOLUTION NO. 11-04

A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON, DECLARING THAT A STATE OF EMERGENCY EXISTS DUE TO A FAILURE OF THE DAM AT LAKE 16; AND AUTHORIZING AND RATIFYING, WAIVING THE COMPETITIVE BIDDING PROCESS, THE PURCHASE OF SERVICES, MATERIAL AND EQUIPMENT AND THE AWARD OF CONTRACTS NECESSARY AND APPROPRIATE TO ADDRESS THIS EMERGENCY SITUATION.

WHEREAS, on Wednesday, April 20, 2011 City of Sultan employees discovered there was no water available from the city's raw water reservoir (Lake 16) to the supply line at the water treatment plant.

WHEREAS, Lake 16 is the city's primary water source providing 95% of Sultan's water.

WHEREAS, Water department employees checked Lake 16 and discovered the lake was empty.

WHEREAS, it appears there is a failure at the base of the dam that is allowing the water within the lake to escape before entering the inlet pipe.

WHEREAS, the city is currently drawing water to serve utility customers from a back up connection to Everett water; and

WHEREAS, having reviewed the situation and verified the existence of the emergency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, DO RESOLVE AS FOLLOWS:

Section 1. Emergency Existed. The City Council finds and declares there is a critical need to repair the Lake 16 dam in order to restore the city's primary water source for drinking water and fire suppression. The actions taken and to be taken by the Mayor and authorized designees are reasonable and necessary to repair the dam and restore water service for drinking water and for fire suppression.

Section 2. Declaration of Emergency. There is hereby declared a state of emergency

within the Sultan Watershed and that all competitive bidding that might otherwise apply regarding the purchase of material, equipment, items and services, and the award of related contracts necessary to address this emergency situation, are hereby waived.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 28TH DAY OF APRIL, 2011.

CITY OF SULTAN

Mayor Carolyn Eslick

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

Margaret King, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Discussion D 1

DATE: August 13, 2015

SUBJECT: Council Budget Workshop Schedule
Council Meeting Schedule for November and December

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is to discuss dates for budget workshops and hearings. The Council will also need to revise the meeting schedule for November and December to avoid holidays.

POLICY:

The adopted Council Procedures establish regular meeting days on the 2nd and 4th Thursday of each month. Special meetings, such as council retreats and joint meetings with the planning board may be held as determined by the mayor and city council. Many city councils in Washington State schedule annual planning retreats. Retreat agendas are generally set by the mayor and staff with council input.

SUMMARY:

Council Budget Workshops

Staff recommends the council schedule two budget workshops to allow in-depth discussion of council goals and policies, and other topics as identified by the mayor and city council. Generally, the council does not take action at its workshops. Key issues are brought back to the council for discussion and action at a regular council meeting. The proposed dates for 2015 are:

- Saturday, September 12, 2015 - 2016 budget priorities
Sultan Council Chambers from 9 AM to 12:00 PM
- Saturday, October 10, 2015 - Mayor's recommended budget for 2016
Sultan Council Chambers from 9 AM to 2:00 PM

Budget Hearings:

- October 22, 2015 – General Fund, Debt Service, Reserve Funds
- November 5, 2015 – Public Works, Capital Projects

Council Meetings:

To avoid the holidays in the months of November and December, the Council will change the regularly scheduled meetings to the first and third Thursday of the month. The revised scheduled will be:

- November 5, 2015 and November 19, 2015
- December 3, 2015 and December 17, 2015

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: D - 2
DATE: August 13, 2015
SUBJECT: Startup Water District Intertie Request
CONTACT PERSON: Mick Matheson, P.E., Public Works Director



ISSUE:

The issue before the City Council is to discuss a request from Startup Water District to connect to the City of Sultan water system, and provide staff with direction on next steps.

Please note that Ms. Corrine Travis, P.E. with Gray & Osborne (Startup Water District's engineering consultant) is here tonight to help answer questions.

STAFF RECOMMENDATION:

Staff recommends that the City Council discuss the formal request from Startup Water District to connect to the City of Sultan water system, and provide staff with direction on next steps.

SUMMARY:

The Startup Water District is experiencing issues with one of their two wells that provide water to their system. The District declared an emergency in early July due to the limited source capacity and high usage already. The District's engineer (Gray & Osborne) has prepared a letter dated July 31, 2015 on the District's behalf requesting an intertie with the City of Sultan.

The proposed intertie would be used in the event that the District's sources are impaired and cannot meet demand, either due to a natural disaster such as a drought, or due to contamination of the aquifer. The intertie would be used to supply domestic demands only and would not supply fire flow.

The District will be responsible for all costs associated with the analyses and studies, design, and construction of the intertie. The District will be seeking grant and loan funding assistance.

FISCAL IMPACT:

The City of Sultan will not be impacted fiscally other than staff time spent communicating with the District or its representatives, and meeting with the City of Everett to discuss feasibility.

RECOMMENDED ACTION:

Discuss the request from Startup Water District to connect to the City of Sultan water system, and provide staff with direction on next steps.

ATTACHMENT A - Gray & Osborne letter dated July 31, 2015