

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
August 25, 2016**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) Business Spotlight – Sultan Chevron Extra Mile
- 2) Volunteer Spotlight – Julianna Johnson

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) Public Works Report

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

- 1) Minutes of the August 11, 2016 Council meeting as on file in the Office of the City Clerk
- 2) Voucher Approval
- 3) Ordinance 1242-16 Recycle Rates – second reading

ACTION ITEMS:

- 1) VOA Food Bank Lease
- 2) Ordinance 1243-16 – SMC Title 13 - Utilities

DISCUSSION ITEMS:

- 1) Sign Code

Executive Session:

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

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item: P- 1
Date: August 25, 2016
SUBJECT: Business Spotlight – Sultan Chevron Extra Mile

CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

ISSUE:

The issue before the Council is to recognize Sultan Chevron Extra Mile as Sultan's Business Spotlight for August, 2016.

SUMMARY STATEMENT:

Sultan Chevron Extra Mile is located at 725 W. Stevens Avenue in Sultan and owned by Balbir Mann.

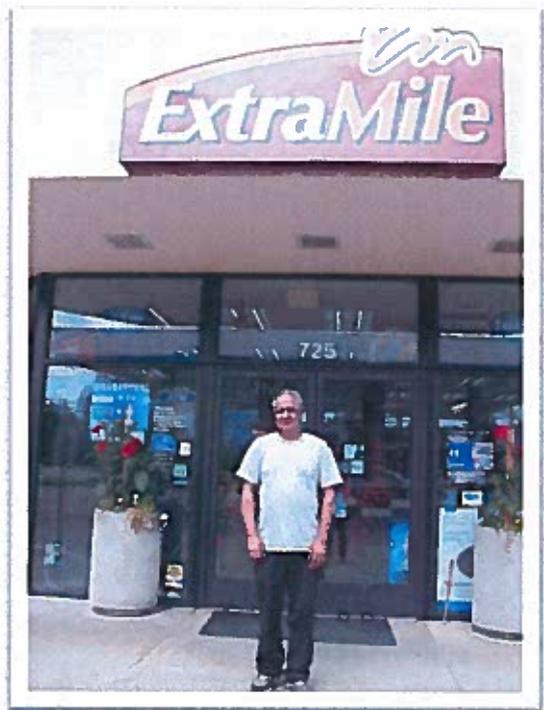
Balbir, originally from India, moved to Los Angeles and then to Gold Bar in 1998 to join his brother who bought the gas station in Gold Bar.

Balbir has owned one other gas station in the Leavenworth area since 2003 and he purchased the Sultan Chevron Extra Mile gas station in June, 2012.

Balbir purchased his home on Reiner Road in 2011 and loves his short commute to work every day. It's a family run business with his brother, daughter and daughter in law.

Besides gas, it's a convenience store, offering pop, juice, ice cream, candy, chips and a few groceries.

When asked where he sees himself and his business in the next 2 – 5 years, Balbir said he's keeping this store and not planning to sell. "I may be here forever" he commented.





SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: P-2
DATE: September 25, 2016
SUBJECT: Volunteer Spotlight – Julianna Johnson

Donna Murphy

CONTACT PERSON: Donna Murphy, Grants and Volunteer Coordinator

ISSUE: To recognize Julianna Johnson as the City of Sultan's Volunteer Spotlight for September, 2016.

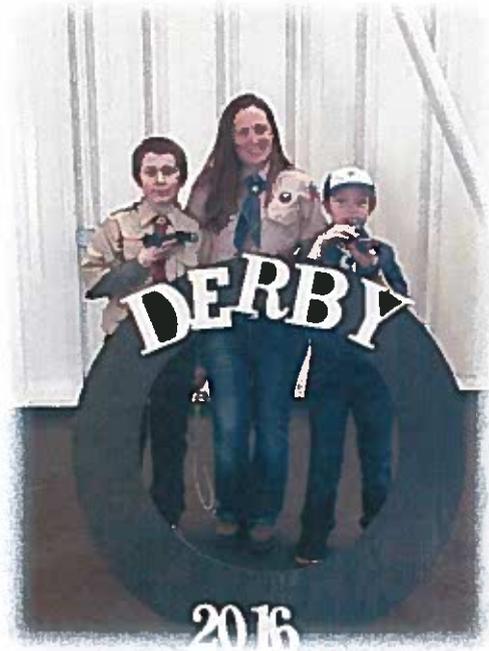
SUMMARY:

Julianna Johnson was raised in Carnation and moved to Sultan in August 2013. She didn't know anyone when she moved here, so she started meeting people and looking for a Cub Scout program for her boys.

By the end of 2013 she had a Cub Scout Pack with 5 boys, taking online training to charter the pack by the end of the year. She later started and ran a Girl Scout Troop for one year.

Julianna started volunteering at Early Childhood Education and Assistance Program (ECEAP) located at the VOA. As a volunteer, she applied to be a Washington State Association Parent Ambassador (WSA) for ECEAP and Head Start, and was accepted in December of 2013. She was 1 of 20 parents in the State of Washington to be chosen that year. She spent 1 year traveling the State of Washington. She spent that year advocating for early learning, including advocating in Olympia, talking to State Representatives and Legislators. She was later elected to the WSA Board of Directors, serving a 2 year term representing Sultan and Gold Bar's ECEAP programs at the state level.

Julianna spent a great deal of time sharing her family's story and working to pass the Early Start Act that Governor Jay Inslee signed into law on July 6, 2015.



Her Cub Scout Pack organized and ran a Bike rodeo in 2015 and again at Sultan's 2016 National Night Out for Crime. They gave away 50 repurposed bikes in 2015 and 35 in 2016.

Every Veteran's Day the Scouts present the colors and stand at attention at the ceremonies. To date, they have collected over 400 thank you letters from Sultan Elementary students, Sultan High School students and Scouts. Giving the letters to Veterans in our community.

Julianna plans on continuing to grow Scouting in the Sky Valley, working with ECEAP families and bettering her community through community service projects.

She plans on continuing to grow the Scouts, working with low income families at ECEAP and through community service.

"My heart is in Sultan, I'm just rooted to this community", Julianna humbly commented.



SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: SR – 1
DATE: August 25, 2016
SUBJECT: Public Works Monthly Report
CONTACT PERSON: Mick Matheson, P.E., Public Works Director

ISSUE:

Provide monthly reports to Council regarding:

- City of Sultan Water Plant Production and Operation
- Everett Meter Readings
- 2016 Water Meter Replacement Program
- 2016 Fire Hydrant Exercising Schedule
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report
- Field Supervisor Report

SUMMARY:

There are thirteen total attachments. Seven attachments are designed to provide information regarding the City of Sultan's water production, a water supply comparison, water meter replacement program, fire hydrant exercising schedule and information on the Everett meter readings.

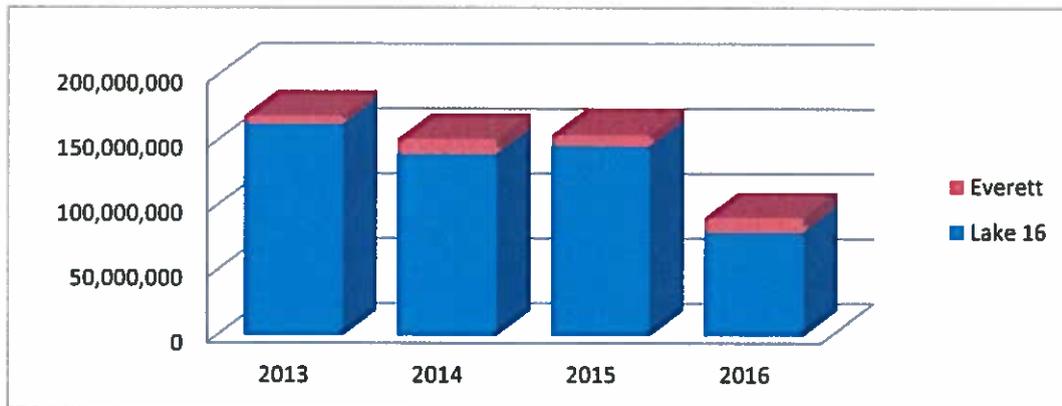
Lastly, there are six attachments designed to provide information with respect to the City of Sultan's Wastewater Treatment Plant operation, garbage collection, recycling, cemetery and current public works crew activities. The attachments are updated monthly.

ATTACHMENTS:

Attachment A	Lake 16 vs. City of Everett Water Supply Comparison
Attachment B	Lake 16 Production for 2016
Attachment C	City of Sultan Water Plant Production Past 6 Years
Attachment D	Yearly Totals to Distribution System
Attachment E	2016 Water Meter Replacement Schedule
Attachment F	2016 Fire Hydrant Exercising Schedule
Attachment G	Everett Meter Readings for 2016
Attachment H	City of Sultan Wastewater Treatment Plant Operational Report
Attachment I	Garbage Report
Attachment J	Recycling Report
Attachment K	Cemetery Report
Attachment L	Lake 16 Beaver Dam Control
Attachment M	Field Supervisor Report

Lake 16 vs. City of Everett Water Supply Comparison
 Yearly Totals for Lake 16 and Everett Productions

	2013	2014	2015	2016
Lake 16	163,185,000	140,098,000	146,316,550	79,818,250
Everett	6,154,544	11,577,544	8,277,372	11,258,148
Total Gallons	169,339,544	151,675,544	154,593,922	91,076,398
% Everett	4%	8%	5%	12%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

ATTACHMENT B

MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS	SODA ASH LBS
Jan-16	318.3	13,753,000	1,017,600	1,301,000	675,000	10,759,400	122.7	2.1	1,952	2,095	102.0	1819.0
Feb-16	286.8	12,102,000	691,200	1,115,000	607,500	9,688,300	105.2	2.0	1,568	1,693	102.0	1664.0
Mar-16	320.0	13,430,000	768,000	1,278,000	675,000	10,709,000	114.9	2.1	1,780	1,778	105.0	1952.0
Apr-16	228.1	12,951,000	787,200	1,434,000	708,750	10,021,050	103.7	2.1	1,743	1,758	97.0	1835.0
May-16	189.7	8,542,000	451,200	642,000	371,250	7,077,550	70.0	1.3	1,185	1,357	63.0	1,188.0
Jun-16	215.6	9,673,000	691,200	817,000	475,500	7,689,300	87.4	1.7	1,687	1,556	25.9	1,571.0
Jul-16	356.5	16,239,000	1,142,400	1,357,000	686,250	13,053,350	150.3	2.6	2,426	2,766	407.0	2,465.0
Aug-16						0						
Sep-16						0						
Oct-16						0						
Nov-16						0						
Dec-16						0						
TOTALS	1,915.0	86,690,000	5,548,800	7,944,000	4,199,250	68,997,950	754.2	13.9	12,341	13,003	901.9	12,494.0
AVERAGE	273.6	12,384,286	792,686	1,134,857	599,893		107.7	2.0	1,763	1,858	128.8	1,784.9

FLOW/FLUSHES/BACKWASH/FILTER TO WASTE/ TOTAL TO TOWN NUMBERS ARE ALL IN GALLONS

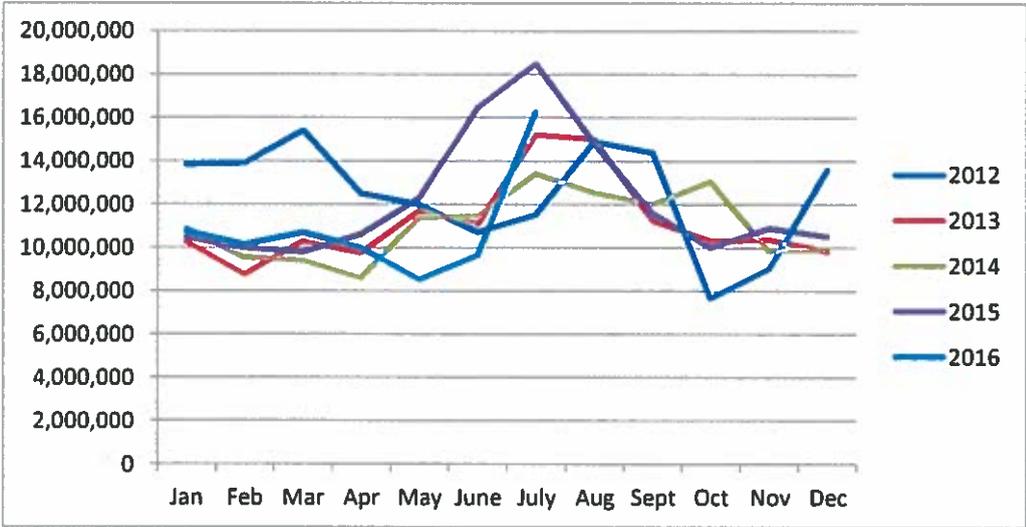
CITY OF SULTAN
Water Plant Production Past 6 years

	2011	2012	2013	2014	2015	2016
JAN	11,816,800	13,837,500	12,695,000	13,552,000	11,085,000	13,753,000
FEB	11,059,100	13,917,500	10,821,000	11,889,000	9,762,000	12,102,000
MARCH	11,246,150	15,413,700	12,453,000	11,968,000	12,339,000	13,430,000
APRIL	3,636,500	12,509,700	12,330,000	10,739,000	12,741,000	12,951,000
MAY	0	11,994,500	14,516,000	14,191,000	14,666,000	8,542,000
JUNE	0	10,721,850	13,654,000	14,036,000	19,483,000	9,673,000
JUL	0	11,536,100	18,270,000	16,632,000	21,852,000	16,239,000
AUG	0	14,897,550	16,369,000	15,095,000	17,011,000	
SEPT	0	14,403,400	13,820,000	14,458,000	13,864,000	
OCT	0	7,669,000	12,901,000	9,691,000	11,085,000	
NOV	4,359,500	9,048,000	13,074,000	10,339,000	10,910,000	
DEC	13,589,000	10,813,600	12,282,000	11,966,000	12,150,000	
AVG	4,642,254	12,230,200	13,598,750	12,879,667	13,912,333	12,384,286
TOTAL	55,707,050	146,762,400	163,185,000	154,556,000	166,948,000	86,690,000

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2012	2013	2014	2015	2016
Jan	13,837,500	10,271,500	10,896,750	10,494,970	10,759,400
Feb	13,917,500	8,778,600	9,565,500	10,011,458	10,160,288
Mar	15,413,700	10,295,800	9,414,140	9,808,262	10,709,000
Apr	12,509,700	9,775,750	8,608,100	10,624,748	10,021,050
May	11,994,500	11,709,190	11,414,350	12,312,858	8,542,000
June	10,721,850	11,106,400	11,442,950	16,476,104	9,673,000
July	11,536,100	15,208,100	13,420,500	18,487,800	16,239,000
Aug	14,897,550	15,005,000	12,551,110	14,820,546	
Sept	14,403,400	11,235,750	12,015,410	11,580,948	
Oct	7,669,000	10,349,400	13,065,976	10,030,402	
Nov	9,048,000	10,396,050	9,876,190	10,910,000	
Dec	13,589,000	9,823,500	9,933,596	10,513,822	
TOTAL	149,537,800	133,955,040	132,204,572	146,071,918	76,103,738
AVG	12,461,483	11,162,920	11,017,048	12,172,660	10,871,963

ALL NUMBERS ARE IN GALLONS



2016 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Beginning Balance			25*
Jan-16	3	5	22
Feb-16	1	5	21
Mar-16	0	5	21
Apr-16	0	5	21
May-16	0	5	21
Jun-16	1	5	20
Jul-16	1		19
Aug-16			
Sep-16			
Oct-16			
Nov-16			
Dec-16			

TOTAL 6 25

* All remaining meters are commercial.

2016 FIRE HYDRANT EXERCISING SCHEDULE

Month-Year	Actual # of FH's Exercised	Program Goal	Remaining FH's at Month End
Jan-16	14	20	84
Feb-16	5	20	79
Mar-16	42	20	37
Apr-16	26	20	11
May-16	15	10	16*
Jun-16	0		16
Jul-16	0		16
Aug-16			
Sep-16			
Oct-16			
Nov-16			
Dec-16			
TOTAL	102	90	

*Crew confirmed the amount left to flush to provide an accurate calculation.

CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2015 - 2016

ATTACHMENT H

MONTH	Influent Flow (Max High allowed 0.72 MGD)				Total Rainfall Inches	Effluent PH (Range allowed 6.0 - 9.0)		Biological Oxygen Demand (Range allowed 85% to 100%)	Avg Suspended Solids (Range allowed 85% to 100%)	Sludge Wasted Gallons	Hauled Wet Tons
	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)		PH Low	PH High				
Jan-15	14,365	0.463	1.894	0.327	8.90	6.3	6.5	97.0	96.7	40,227	0.00
Feb-15	11,065	0.395	0.686	0.276	8.34	6.2	6.5	97.3	97.2	74,696	38.66
Mar-15	9,024	0.291	0.503	0.234	5.04	6.3	6.4	97.7	98.8	101,724	49.68
Apr-15	8,825	0.394	0.374	0.249	5.56	6.3	6.5	97.7	98.1	94,379	39.06
May-15	7,244	0.234	0.297	0.203	1.01	6.3	6.5	97.7	97.9	77,150	29.15
Jun-15	6,227	0.208	0.239	0.191	0.70	6.3	6.7	98.4	98.0	80,642	29.32
Jul-15	6,378	0.206	0.261	0.180	0.80	6.3	6.6	98.6	97.9	51,452	19.18
Aug-15	6,579	0.212	0.281	0.190	3.24	6.4	6.8	98.1	98.0	56,743	29.09
Sep-15	6,801	0.227	0.262	0.208	3.46	6.3	6.6	98.0	98.1	41,367	19.60
Oct-15	8,404	0.271	1.123	0.206	7.45	6.3	6.8	98.0	97.8	23,374	9.60
Nov-15	17,662	0.589	1.440	0.338	12.87	6.1	6.5	97.6	98.7	23,597	19.24
Dec-15	16,666	0.538	1.900	0.324	14.83	6.1	6.3	96.6	96.3	35,140	0
Jan-16	11,944	0.385	0.802	0.271	10.15	6.2	6.5	97.0	97.3	44,578	26.73
Feb-16	14,242	0.491	1.257	0.332	7.98	6.1	6.3	97.7	97.6	64,475	29.07
Mar-16	12,550	0.405	0.516	0.333	9.12	6.2	6.4	98.3	97.7	84,361	48.40
Apr-16	13,256	0.442	0.900	0.345	3.45	6.1	6.4	97.9	97.7	60,083	29.50
May-16	8,230	0.268	0.299	0.235	2.74	6.2	6.4	97.9	96.7	45,083	19.10
Jun-16	9,943	0.331	0.506	0.292	5.44	6.2	6.4	97.3	97.7	30,794	24.76
Jul-16	9,028	0.291	0.329	0.260	1.26	6.2	6.5	97.3	97.7	38,270	9.34
Aug-16											
Sep-16											
Oct-16											
Nov-16											
Dec-16											

2016 GARBAGE REPORT**ATTACHMENT I**

	2015 TONS	2015 COST	2016 TONS	2016 COST
January	145.33	\$15,261.00	153.49	\$16,120.00
February	128.13	\$13,455.00	142.60	\$14,977.00
March	138.96	\$14,593.00	147.95	\$15,535.00
April	140.13	\$14,715.00	156.23	\$16,407.00
May	145.89	\$15,320.00	149.39	\$15,688.00
June	140.38	\$14,743.00	150.40	\$15,797.00
July	153.48	\$16,093.00	154.52	\$16,224.00
August	139.16	\$14,612.00		
September	134.68	\$14,144.00		
October	166.21	\$17,015.00		
November	162.05	\$16,589.00		
December	157.68	\$16,542.00		
TOTALS	1,752.08	\$ 183,082.00	1054.58	\$110,748.00



**City of Sultan
Customer Counts**

<u>Sector</u>	<u>Commodity</u>	<u>Jan-16</u>	<u>Feb-16</u>	<u>Mar-16</u>	<u>Apr-16</u>	<u>May-16</u>	<u>Jun-16</u>	<u>Jul-16</u>	<u>Total</u>
Residential	Recycle	1,549	1,550	1,549	1,553	1,554	1,554	1,555	10,864
Commercial	Recycle	29	30	29	27	26	27	26	194
Multifamily	Recycle	6	6	6	6	6	6	6	42
Residential	Yardwaste	318	317	329	342	355	357	365	2,383
Commercial	Yardwaste	3	3	3	3	3	3	3	21
Multifamily	Yardwaste	1	2	2	2	2	2	2	13

**City of Sultan
Tonnage**

<u>Sector</u>	<u>Commodity</u>	<u>Jan-16</u>	<u>Feb-16</u>	<u>Mar-16</u>	<u>Apr-16</u>	<u>May-16</u>	<u>Jun-16</u>	<u>Jul-16</u>	<u>Total</u>
Commercial	Recycle	3.64	3.27	4.47	4.43	4.66	6.00	4.29	30.76
Multifamily	Recycle	2.69	3.20	2.93	0.29	0.33	0.28	0.25	9.97
Residential	Recycle	37.70	44.63	40.53	47.28	55.09	48.53	43.95	317.71
Total Recycle		44.03	51.10	47.93	52.00	60.08	54.81	48.49	358.44
Commercial	Yardwaste	0.20	0.25	0.32	0.45	0.53	0.49	0.31	2.55
Multifamily	Yardwaste	2.17	2.64	3.46	0.30	0.36	0.33	0.20	9.46
Residential	Yardwaste	14.19	17.25	22.56	51.29	60.92	56.41	34.89	257.51
Total Yardwaste		16.56	20.13	26.34	52.04	61.81	57.23	35.40	269.51

**CEMETERY REPORT
BURIALS**

ATTACHMENT K

103 Cemetery Operating Fund

Description	2016 BUDGET	2016 ACTUAL
Revenue		
Beginning Balance	0	17,208
Cemetery Fees	25,000	0
Investment Interest	100	0
Total Resources	25,100	17,208
Expenditures		
Total Expenditures	23,440	1,340
Ending Fund Balance	1,660	15,868

Burials	YTD 2016
Ash	7
Full	3

**SULTAN CITY COUNCIL
AGENDA ITEM**

DATE: August 25, 2016
SUBJECT: Public Works Projects-Update
CONTACT PERSON: Connie Dunn, Public Works Supervisor

WATER:

Mike Williams, Water Systems Manager, is doing a fantastic job of providing clean & safe drinking water to the citizens of Sultan. He has conscientious staff that work hard in the water treatment and distribution system.

Matt Wood is the primary operator for Startup Water District. The commissioners report that he is doing a great job. Jason Strauss also works occasionally with Matt in Startup.

PARKS:

Clean up on the property at 317 US 2 looks good and the crew will prep for seeding in the fall.

Grass growth is slowing down so the public works department has turned their attention on getting the cross walks painted around town. Their focus is the area around the schools in preparation for children returning back to school in September.

WASTEWATER:

Brian Funk was recently hired as the Wastewater Treatment Plant Manager. Brian is enthusiastic and has already brought several great ideas forward to improve operations. Brian is a great asset to the City of Sultan Public Works Department. I believe he will continue to be a great employee for years to come.

MISCELLANEOUS:

Changes are coming to Sultan Public Works, it's an exciting time. We are currently interviewing candidates to take over the Public Works Field Supervisor position due to my pending retirement. We have excellent candidates and will be making a job offer soon so that there will be an overlap during the transition period.

GARBAGE:

Mike Rains has taken on the managing of the garbage routes and is doing a great job. Riley Edwards has been training on the automated garbage truck. New hire Sam Dugo is training on both the commercial and automated garbage trucks. All three Utility Workers are doing a good job for the city.

STREETS:

The crew has started painting crosswalks.

STORMWATER:

It is on the work schedule to do storm pond cleaning in August.

Prepared by
Connie Dunn
August 17, 2016

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1

DATE: August 25, 2016

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the August 11, 2016 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – August 11, 2016

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

CHANGES/ADDITIONS TO THE AGENDA

Consent: Add excused absence of Councilmember Naslund

PRESENTATIONS:**Snohomish County Explorer Scouts Recognition**

Debbie Copple acknowledged the Explorer Scouts for their work at the Sultan Shindig. The Scouts do a great job and are well organized. The Scouts patrolled the grounds during the night to protect the vendor booths. During the Shindig, they received a report that someone was in the vendor tents and called 911 and help search for the suspect. The person was found and all the merchandise was returned.

Mayor Eslick note they have helped out at the Shindig since Rick Hawkins was the Chief. They are a great part of the event and help everyone feel safe. Mayor Eslick presented Certificates of appreciation.

Snohomish County Health District

Doctor Gary Goldbaum, Snohomish Health District presented information regarding the Snohomish Board of Health's potential request for cities, towns and the County to contribute \$2 per resident for public health services starting in 2017. He discussed the role of public health on society and the increase in opioid use and mental health. Reviewed the funding sources for the Health District. Acknowledge the service to the Board provided by former Councilmember Jim Flowers.

Council Discussion: Will there be a formal request to participate; any funding available from criminal justice funding; why were prior contributions stopped; MVTV tax was used instead of city funding; will city funds restore lost services and employees – no will only maintain services; state and federal funding sources for programs include WIC, well child and emergency preparedness.

COMMENTS FROM THE PUBLIC:

Debbie Copple: The Percy Brewster gun was found and has been returned to the VIC. Re-deduction of fire mural will be on Sept 1st at 11 AM. Work parties on the Startup Event center have begun and the will be remodeling the entire building. Several professional craftsmen are volunteering their skills and they do need more volunteers to help. Home Depot has offered to help on the kitchen remodel. There will be a lighted parade this year for Christmas. Snohomish County is working on the water trails and recreation in the valley.

Jeff Rasmussen: Is in his first term on the Monroe City Council and the city representative on the Snohomish Health Board. Snohomish Health Board has done a lot of work. The drug take back program will be extended to the local pharmacies as well as police departments. Need to find funding for the health district and public health. Hope council will have a discussion on the amount of contributions the city can make.

Kay George: There is a blood drive on August 18th from 9 to 3 at City Hall. Appreciates the advertising the city did for the blood drive. The city is always asked for funding for different organizations. Should ask what the city could do with the \$2 per person in the city instead of going to larger cities. Health District does good work but the seniors and VOA also do good and the money should be spend in the community.

CITY OF SULTAN COUNCIL MEETING – August 11, 2016**COUNCILMEMBER COMMENTS**

Beeler: Appreciated the work Jim Flowers did on the Council; he had good ideas. Thanks to Public Works for mowing along the bridge.

Neigel: Congratulated Chief Beaton on his promotion – he will be missed. Thanks to Jeff Rasmussen for attending the meeting. It speaks volumes when the Director of the Health District and city representation come to ask for funding. The funds would be well spent and he supports the requests and as the benefits will exceed the costs. The entrance to town is getting junked up with all types of signs again.

Wiita: \$10,000 does not seem like a lot but he has an issue with the amount of money sent to other governments compared to the benefit the citizens receive. Would like to look at the issue more closely – need to review all the money sent out of the city to other agencies.

Seehuus: Agrees with Councilmember Wiita on funding. Sign code needs to be applied the same for everyone.

McCarty: Attended the Water trails meeting and there are with homeowners along the river that oppose the project as they are concerned about trespassers and the lack of law enforcement available to help.

Ken Walker, City Administrator: 1) Soccer Camp was held this week and there were 68 participates. The High School coaches helped and the VOA provided funding. 2) Annexation hearing is August 18, 2016 in Everett – would encourage Councilmembers to attend to support the proposal. 3) Council budget retreat was rescheduled to Sept 17th. 4) Attended the Health Board meeting and the consensus from the cities was to support the proposal. Discussed a graduated implementation.

Highway signs and off premise signs: Staff is operating under direction from the Council to leave the signs if they are a Sultan business. Does the city want to change the policy; place limits on the number and types of signs. The signs are located in the County and the city controls the land but does not own it. The Council requested the code be brought back to the next meeting as a discussion item.

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

- 1) Code Enforcement
- 2) Police Department: Chief Beaton noted the Explorer's do a fantastic job at the Shindig. Trout Farm properties were served with notices to clean up and abate nuisances. National Night Out was great success. Advised that the additional deputies in the community and the marine patrol (paid for with State park funds) help with the issue of transients in the valley and along the river.

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 Beeler, seconded by Councilmember Seehuus the consent agenda was approved as amended. McCarty – aye, Seehuus – aye; Walker – aye, abstained on the minutes; Wiita – aye, abstained on the minutes, Neigel – aye; Beeler - aye.

- 1) Minutes of the July 28, 2016 Council meeting as on file in the Office of the City Clerk
- 2) Voucher approval in the amount of 204,231.67 and payroll through July 29, 2016 in the amount of \$80,532.91 to be drawn and paid on the proper accounts.
- 3) Excused absence of Councilmember Naslund from the August 11, 2016 Council meeting.

CITY OF SULTAN COUNCIL MEETING – August 11, 2016

ACTION ITEMS:

Resolution 16-12 Fee Schedule (Impact Fee Deferral costs)

The issue before the Council is the adoption of Resolution 16-12 amending the 2016 City of Sultan Fee Schedule. The amendment would add a fee for an Impact Fee Deferral Application.

During the July 28, 2016 Council meeting, the Council passed Ordinance 1241-16 to provide for deferral of payment of impact fees. The ordinance applies to all building permit applications for single-family detached and single-family attached residential construction. The request for deferral application must be submitted with the building permit application. The applicant is responsible for recording a lien against the property for the amount of the impact fees deferred. City staff is responsible for processing the application and tracking the fees for future payment at the time of sale.

On a motion by Councilmember Neigel, seconded by Councilmember Seehuus, the Council approved Resolution 16-12 amending the 2016 City of Sultan Fee Schedule. All ayes.

Republic Services – Annual Rate Increase/Ordinance 1242-16 Recycle Rates

The issue before the City Council is to approve Republic Services proposed 4.75% recycle rate increase effective October 1, 2016 in accordance with Section 6.2(b) of the contract with the City of Sultan and to introduce Ordinance 1242-16, Recycle Rates (city).

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 4.75% and the rate increase is \$0.42 per month for a residential account.

The city is responsible for billing the customers for recycle services and remittance of payment to Republic Services on a monthly basis. Customer service requests are referred to the city and staff works with Republic Services to handle customer service requests and complaints. This is a change from prior years when all customer service was handled by Republic Services.

The recommended administrative cost to the city is 8.41% (\$.90 rounded to make the rate \$10.05). The amount charged by Republic Services will be \$9.27 per residential unit - $\$9.27 \times 1.0841\% = \10.05 . The current monthly rate billed to the customer would increase by \$.90 per month for a new rate of \$10.05. Staff recommends the rate change occur in October 2016.

On a motion by Councilmember Wiita, seconded by Councilmember Beeler, the council approved the 4.752% CPI increase requested by Republic Services. All ayes.

On a motion by Councilmember Wiita, seconded by Councilmember Walker, the council introduced Ordinance 1242-16, Recycle Rates for a first reading. All ayes.

Timber Harvest Contract with Bowman Logging

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.

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. The timber harvested will be sold by Lusignan Forestry to timber purchasers. All revenue from the sale of timber must be deposited into the Water Capital Fund.

On a motion by Councilmember Wiita, seconded by Councilmember McCarty, the Mayor was authorized 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. All ayes.

CITY OF SULTAN COUNCIL MEETING – August 11, 2016**DISCUSSION ITEMS:****Title 13 - Utilities**

The issue before the Council is to review Title 13 Water, Sewers and Public Services Code updates. Existing SMC Chapters for Water, Sewers and Public Services need to be updated to reflect current practices within Utility Departments. Updates are proposed for 13.08 Sewer Regulations and 13.12 Water. Section 13.04 Utility Department is proposed to change to Utility Billing and section 13.02 Utility General is proposed to be added to cover general rules and regulations. Staff is recommending the review of these proposed code updates with direction provided to guide implementation.

Council Discussion: Low income discounts; disputed accounts – continue to give no credit for leaks; inspection rights to determine if connections are legal; locations to determine ownership of lines; responsibility for maintenance of lines; clean outs and connection to the storm system; exemption from charges of non-profits needs clarification.

Adjournment: On a motion by Councilmember Wiita, seconded by Councilmember Walker, the meeting adjourned at 9:20 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: August 25, 2016
SUBJECT: Voucher Approval - 2016
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of 108,475.50 and payroll through August 12, 2016 in the amount of \$31,490.78 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$139,966.28

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
August 11, 2016**

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/ 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 #32187-88	\$ 2,428.54
Direct Deposit #17	\$ 29,062.24
Benefits Check #	\$ 0
Tax Deposit #	\$ 0
Accounts Payable Checks #32186,32189-230	\$ 98,616.48
ACH Transactions - DOR	\$ 9,859.02
TOTAL	\$ 139,966.28

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Russell Wiita, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only



User: laura.koenig
 Printed: 8/18/2016 - 2:46 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
32189	08/25/2016	AdvTele	Advocate Telecom	570.64	0
32190	08/25/2016	amtest	AM Test	145.00	0
32191	08/25/2016	Aramark	Aramark Uniform Services - AUS We:	185.70	0
32192	08/25/2016	Aramark	Aramark Uniform Services - AUS We:	398.11	0
32193	08/25/2016	APP	Associated Petroleum Products Inc	836.22	0
32194	08/25/2016	Wilbert	Automatic Wilbert Vault Co.	1,259.97	0
32195	08/25/2016	blueline	Blueline	3,554.25	0
32196	08/25/2016	COS	City of Sultan	121.44	0
32197	08/25/2016	ComWWTP	Comcast Business	200.65	0
32198	08/25/2016	Corin	Correctional Industries	217.14	0
32199	08/25/2016	Costco	Costco	397.21	0
32200	08/25/2016	CCutters	Custom Cutters	7,922.48	0
32201	08/25/2016	dynacco	Dynacco	4,456.19	0
32202	08/25/2016	Elite	Elite Lock & Safe	147.02	0
32203	08/25/2016	EvUtil	Everett Utilities	7,991.15	0
32204	08/25/2016	EvDC	Evergreen District Court	709.68	0
32205	08/25/2016	GBGeek	Gold Bar Geek	690.61	0
32206	08/25/2016	GBGeek	Gold Bar Geek	2,899.79	0
32207	08/25/2016	Groco	Groco, Inc	597.76	0
32208	08/25/2016	HoneyB	Honey Bucket	429.90	0
32209	08/25/2016	Johnson	Johnson & Son Tire	84.42	0
32210	08/25/2016	Kenyon	Kenyon Disend PLLC	21,817.85	0
32211	08/25/2016	MarAward	Marysville Awards	13.10	0
32212	08/25/2016	MotorTru	Motor Trucks Inc	53.06	0
32213	08/25/2016	NorthSta	Northstar Chemical, Inc.	529.90	0
32214	08/25/2016	OASYS	Oasys Office Automation Systems	47.70	0
32215	08/25/2016	OfcDepot	Office Depot	125.70	0
32216	08/25/2016	PUD 1	PUD	7,786.71	0
32217	08/25/2016	PSE	Puget Sound Energy	161.00	0
32218	08/25/2016	QualCont	Quality Controls Corporation	580.00	0
32219	08/25/2016	RH2	RH2 Engineering, Inc.	4,138.77	0
32220	08/25/2016	SCcorrec	Snohomish County Corrections	4,986.55	0
32221	08/25/2016	SCpubwor	Snohomish County Finance	16,224.00	0
32222	08/25/2016	SChumsvc	Snohomish County Human Services	300.14	0
32223	08/25/2016	SoundPub	Sound Publishing Inc	58.48	0
32224	08/25/2016	SulVet	Sultan Veterinary Clinic	222.50	0
32225	08/25/2016	titan	Titan Electric	453.76	0
32226	08/25/2016	atrua	Aimee Lou Trua	2,000.00	0
32227	08/25/2016	USBank	US Bank	38.00	0
32228	08/25/2016	UULC	Utilities Underground Location Center	24.64	0
32229	08/25/2016	Weed	Weed, Graafstra and Associates	189.50	0
32230	08/25/2016	Whitney	Whitney Equipment	4,278.68	0
Check Total:				97,845.37	

PR 17 2016

Payroll

ACH Check Register

User: 'julie.addington'
 Printed: 08/16/2016 - 2:41PM
 Batch: 3-8-2016
 Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
08/19/2016	0	001	Laura Koenig	2,192.48
08/19/2016	0	002	Tami Pevey	1,187.10
08/19/2016	0	004	Donna Murphy	1,027.24
08/19/2016	0	007	Julie Addington	1,579.64
08/19/2016	0	010	Cynthia Sparks	1,500.75
08/19/2016	0	011	Janice Mann	1,169.03
08/19/2016	0	015	Kenneth Walker	3,160.25
08/19/2016	0	019	Michael Matheson	2,996.01
08/19/2016	0	020	Connie Dunn	2,089.99
08/19/2016	0	028	Todd Strom	1,687.40
08/19/2016	0	049	Victoria Forte	1,786.48
08/19/2016	0	120	Matthew Wood	2,373.57
08/19/2016	0	121	Jason Strauss	1,570.22
08/19/2016	0	125	Riley Edwards	1,163.42
08/19/2016	0	127	Michael Rains	1,111.39
08/19/2016	0	129	Brian Funk	1,898.26
08/19/2016	0	132	Frank Dugo	569.01

Total Employees: 17

17

Total:

29,062.24

Payroll

Computer Check Register

User: julie.addington
 Printed: 08/16/2016 - 2:39PM
 Batch: 00003-08-2016 Computer

PR 17 2016



Check No	Check Date	Employee Information	Amount
32187	08/19/2016	024 Michael Williams	1,813.69
32188	08/19/2016	131 Wendell Chittick	614.85
Total Number of Employees: 2		Total for Payroll Check Run:	2,428.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
32191	08/25/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		1.24
32192	08/25/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox		36.71
32192	08/25/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		36.70
32192	08/25/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		36.71
32192	08/25/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		36.70
32192	08/25/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		36.71
32192	08/25/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox		13.86
32192	08/25/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		13.86
32192	08/25/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		13.87
32192	08/25/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		13.86
32192	08/25/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		13.86
32192	08/25/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox		14.16
32192	08/25/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.17
32192	08/25/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.16
32192	08/25/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.17
32192	08/25/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.16
32192	08/25/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox		14.89
32192	08/25/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.89
32192	08/25/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.89
32192	08/25/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.89
32192	08/25/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox		14.89
32193	08/25/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		22.26
32193	08/25/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc		2.71
32193	08/25/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		10.24
32193	08/25/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		0.67
32193	08/25/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		0.67
32193	08/25/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc		0.67
32193	08/25/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		477.80
32193	08/25/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc		58.33
32193	08/25/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		219.72
32193	08/25/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		14.39
32193	08/25/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		14.38
32193	08/25/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc		14.38
32194	08/25/2016	CEMETERY FUND	Professional Services	Automatic Wilbert Vault Co.		833.08
32194	08/25/2016	CEMETERY FUND	Items for Resale	Automatic Wilbert Vault Co.		426.89
32195	08/25/2016	WATER SYSTEM IMPROVEMENT FL	Water Project - Other	BlueLine		3,554.25
32196	08/25/2016	GENERAL FUND	Travel and Seminars	City of Sultan		24.97
32196	08/25/2016	GENERAL FUND	Travel and Seminars	City of Sultan		90.00
32196	08/25/2016	GENERAL FUND	Communication	City of Sultan		0.47
32196	08/25/2016	UTILITY WATER FUND	Travel and Seminars	City of Sultan		6.00
32197	08/25/2016	UTILITY SEWER FUND	Communication	Comcast Business		200.65
32198	08/25/2016	UTILITY WATER FUND	Office Supplies	Correctional Industries		27.14
32198	08/25/2016	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries		27.15
32198	08/25/2016	UTILITY SEWER FUND	Office Supplies	Correctional Industries		27.14

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
32198	08/25/2016	STREET FUND	Office Supplies	Correctional Industries		27.14
32198	08/25/2016	GENERAL FUND	Office/Operating Supplies	Correctional Industries		108.57
32199	08/25/2016	UTILITY SEWER FUND	Office Supplies	Costco		49.65
32199	08/25/2016	UTILITY WATER FUND	Office Supplies	Costco		49.65
32199	08/25/2016	STREET FUND	Office/Operating Supplies	Costco		49.66
32199	08/25/2016	GENERAL FUND	Office/Operating Supplies	Costco		198.60
32199	08/25/2016	UTILITY GARBAGE FUND	Office Supplies	Costco		49.65
32200	08/25/2016	GENERAL FUND	Capital - Improvements	Custom Cutters		5,935.05
32200	08/25/2016	GENERAL FUND	Capital - Improvements	Custom Cutters		1,987.43
32201	08/25/2016	UTILITY WATER FUND	Operating Supply	Dynacoco		4,978.91
32201	08/25/2016	UTILITY WATER FUND	Operating Supply	Dynacoco		-522.72
32202	08/25/2016	BUILDING MAINTENANCE FUND	Repair and Maintenance	Elite Lock & Safe		147.02
32203	08/25/2016	UTILITY WATER FUND	Water Service - Everett	Everett Utilities		7,991.15
32204	08/25/2016	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court		709.68
32205	08/25/2016	INFORMATION TECHNOLOGY FUND	Professional Service	Gold Bar Geek		86.21
32205	08/25/2016	INFORMATION TECHNOLOGY FUND	Professional Service	Gold Bar Geek		604.40
32206	08/25/2016	INFORMATION TECHNOLOGY FUND	Professional Service	Gold Bar Geek		2,899.79
32207	08/25/2016	UTILITY SEWER FUND	Professional Service	Groco, Inc		597.76
32208	08/25/2016	UTILITY SEWER FUND	Rentals	Honey Bucket		111.65
32208	08/25/2016	UTILITY SEWER FUND	Rentals	Honey Bucket		183.50
32208	08/25/2016	UTILITY SEWER FUND	Rentals	Honey Bucket		134.75
32209	08/25/2016	GENERAL FUND	Vehicle Repair	Johnson & Son Tire		42.21
32209	08/25/2016	STREET FUND	Vehicle Repair	Johnson & Son Tire		42.21
32210	08/25/2016	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC		2,817.71
32210	08/25/2016	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC		9,084.06
32210	08/25/2016	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC		9,916.08
32211	08/25/2016	GENERAL FUND	Office/Operating - Mayor	Marysville Awards		13.10
32212	08/25/2016	UTILITY GARBAGE FUND	Vehicle Operations/Maintenance	Motor Trucks Inc		53.06
32213	08/25/2016	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.		529.90
32214	08/25/2016	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems		7.95
32214	08/25/2016	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems		7.95
32214	08/25/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems		7.95
32214	08/25/2016	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems		7.96
32214	08/25/2016	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems		7.94
32214	08/25/2016	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems		7.95
32215	08/25/2016	UTILITY WATER FUND	Office Supplies	Office Depot		3.74
32215	08/25/2016	UTILITY SEWER FUND	Office Supplies	Office Depot		3.73
32215	08/25/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot		3.74
32215	08/25/2016	STREET FUND	Office Supplies	Office Depot		3.74
32215	08/25/2016	GENERAL FUND	Office/Operating Supplies	Office Depot		14.94
32215	08/25/2016	UTILITY WATER FUND	Office Supplies	Office Depot		11.98
32215	08/25/2016	UTILITY SEWER FUND	Office Supplies	Office Depot		11.97
32215	08/25/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot		11.98
32215	08/25/2016	STREET FUND	Office Supplies	Office Depot		11.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
32215	08/25/2016	GENERAL FUND	Office/Operating Supplies	Office Depot		47.90
32216	08/25/2016	STREET FUND	Utilities	PUD		8.85
32216	08/25/2016	GENERAL FUND	Utilities	PUD		98.51
32216	08/25/2016	UTILITY SEWER FUND	Utilities	PUD		3,136.28
32216	08/25/2016	GENERAL FUND	Utilities	PUD		17.42
32216	08/25/2016	GENERAL FUND	Utilities	PUD		19.66
32216	08/25/2016	STREET FUND	Utilities	PUD		1,691.63
32216	08/25/2016	STREET FUND	Utilities	PUD		761.42
32216	08/25/2016	STREET FUND	Utilities	PUD		105.36
32216	08/25/2016	STREET FUND	Utilities	PUD		122.63
32216	08/25/2016	UTILITY WATER FUND	Utilities	PUD		1,364.06
32216	08/25/2016	STREET FUND	Utilities	PUD		65.64
32216	08/25/2016	STREET FUND	Utilities	PUD		108.38
32216	08/25/2016	STREET FUND	Utilities	PUD		19.66
32216	08/25/2016	GENERAL FUND	Utilities	PUD		267.21
32217	08/25/2016	GENERAL FUND	Utilities	Puget Sound Energy		22.54
32217	08/25/2016	STREET FUND	Utilities	Puget Sound Energy		4.51
32217	08/25/2016	UTILITY WATER FUND	Utilities	Puget Sound Energy		4.51
32217	08/25/2016	UTILITY SEWER FUND	Utilities	Puget Sound Energy		4.50
32217	08/25/2016	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy		4.51
32217	08/25/2016	GENERAL FUND	Utilities	Puget Sound Energy		4.51
32217	08/25/2016	GENERAL FUND	Utilities	Puget Sound Energy		35.49
32217	08/25/2016	GENERAL FUND	Utilities	Puget Sound Energy		40.22
32217	08/25/2016	STREET FUND	Utilities	Puget Sound Energy		10.05
32217	08/25/2016	UTILITY WATER FUND	Utilities	Puget Sound Energy		10.06
32217	08/25/2016	UTILITY SEWER FUND	Utilities	Puget Sound Energy		10.05
32217	08/25/2016	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy		10.05
32218	08/25/2016	UTILITY WATER FUND	Repair and Maintenance	Quality Controls Corporation		580.00
32219	08/25/2016	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.		3,026.25
32219	08/25/2016	UTILITY SEWER FUND	Professional - Engineers	RH2 Engineering, Inc.		1,112.52
32220	08/25/2016	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections		4,986.55
32221	08/25/2016	UTILITY GARBAGE FUND	Intergovernmental - Disposal F	Snohomish County Finance		16,224.00
32222	08/25/2016	GENERAL FUND	Intergovernmental	Snohomish County Human Services		300.14
32223	08/25/2016	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc		22.36
32223	08/25/2016	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc		36.12
32224	08/25/2016	GENERAL FUND	Office/Operating Supplies	Sultan Veterinary Clinic		222.50
32225	08/25/2016	UTILITY WATER FUND	Capital - Buildings	Titan Electric		16.50
32225	08/25/2016	UTILITY SEWER FUND	Capital - Buildings	Titan Electric		16.50
32225	08/25/2016	UTILITY GARBAGE FUND	Capital Outlay - Buildings	Titan Electric		16.50
32225	08/25/2016	STORMWATER UTILITY FUND	Capital Outlay - Equipment	Titan Electric		16.50
32225	08/25/2016	UTILITY SEWER FUND	Repair and Maintenance	Titan Electric		387.76
32226	08/25/2016	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua		2,000.00
32227	08/25/2016	GENERAL FUND	Bank Fees	US Bank		38.00
32228	08/25/2016	UTILITY WATER FUND	Miscellaneous	Utilities Underground Location Center		15.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
32228	08/25/2016	UTILITY SEWER FUND	Miscellaneous	Utilities Underground Location Center		15.40
32228	08/25/2016	UTILITY WATER FUND	Miscellaneous	Utilities Underground Location Center		-6.16
32229	08/25/2016	LID GUARANTY AND BOND FUND	Professional Services	Weed, Graafstra and Associates		189.50
32230	08/25/2016	UTILITY WATER FUND	Capital - Buildings	Whitney Equipment		4,278.68
Report Total:						
						98,616.48

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 3
DATE: August 25, 2016
SUBJECT: Ordinance 1242-16 Recycle Rates
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is the adoption of Ordinance 1242-16, Recycle Rates (city).

STAFF RECOMMENDATION:

Staff Recommends the Council adopt Ordinance 1242-16 to increase the current rate of \$9.15 per month for recycle services 10.05 per month. This will be an increase of 9.83%. (Annual increase of \$10.80/year per account). The last increase to recycling rates was in 2014 when the rates were increased from \$8.85 per month to \$9.15 per month.

SUMMARY:

At the August 11, 2016 meeting, the Council approved the Allied Waste CPI increase of 4.75% and the rate increase is \$0.42 per month for a residential account for recycle services.

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 the city and staff works with Republic Services to handle customer service requests and complaints. This is a change from prior years when all customer service was handled by Republic Services. Due to confusion with Sultan mailing addresses and determination of who is inside the city limits, a new system was established with the city to have all Sultan requests go through the city for determination of the physical location of the customer.

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 an increase in the amount of time spent on recycling customers for 2016. **No administrative staff is included in the calculation of costs.**

The cost breakdown for billing and account maintenance for Garbage and Recycling are:

Wages and benefits	\$33,184
Mailing costs	\$ 2,852
Billing Statements	<u>\$ 400</u>
TOTAL	\$36,436 annually

There are 1,401 garbage accounts and 1,321 recycling accounts. Multi-unit accounts only receive one bill - there are 1425 residential units included in the billings. Since the staff spends additional time maintaining the city recycle accounts, it is estimated that 35% of the total annual costs should be allocated to recycle account administration (\$12,753).

	Total Units billed by Republic Services	Monthly Rate Republic Services	Annual Cost for Republic Services	City Monthly Charge	City Annual Revenue	Annual Cost for Republic Services	Admin Fee Collected	City Costs	Dif
Current Recycle Rate and City Charge	1425	8.85	\$151,335	9.15	\$156,465	\$151,335	\$5,130	\$12,753	(\$7,623)
Increase By Republic and No City Increase	1425	9.27	\$158,517	9.15	\$156,465	\$158,517	(\$2,052)	\$12,753	(\$14,805)
Republic Increase and City Increased Rate	1425	9.27	\$158,517	10.05	\$171,855	\$158,517	\$13,338	\$12,753	\$585

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. Based on the analysis completed by staff, the city is not charging an adequate amount per year to administer the accounts. Republic Services presents their request to increase rates on an annual basis and the city updates the ordinance to reflect the new rates.

The recommended administrative cost to the city is 8.41% (\$.90 rounded to make the rate \$10.05). The amount charged by Republic Services will be \$9.27 per residential unit - $\$9.27 \times 1.0841\% = \10.05 .

The current monthly rate billed to the customer would increase by \$.90 per month for a new rate of \$10.05. Staff recommends the rate change occur in October 2016.

RECOMMENDATION:

Adoption of Ordinance 1242-16, Recycle Rates.

- ATTACHMENTS:**
- A. Ordinance 1242-16
 - B. Allied Waste Proposed rates

**CITY OF SULTAN
ORDINANCE NO. 1242-16**

**AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON,
TO ADOPT RECYCLE SERVICE RATES; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS the City has entered into a contract with Republic Services to provide recycling services within the city; and

WHEREAS, the rates may be adjusted on annual basis based on the Consumer Price Index (CPI) in accordance with the contract with Republic Services;

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

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

- 1. Recycling
(Per Dwelling Unit Per Month)
Single family detached and multi-family units
(duplex, triplex, and fourplex)
 - 64 or 96 gallon toter.....\$10.05
 - Multi-family units of five units or larger
 - 64 or 96 gallon toter/unit.....\$10.05
 - Qualified low income senior citizens.....\$ 5.03
 - Yard Waste Voucher (per pickup).....\$8.80

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 October 1, 2016.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th DAY OF AUGUST 2016.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

Amy Mill, City Attorney

Published:
Effective

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-1

DATE: August 25, 2016

SUBJECT: Lease Agreement with the Volunteers of America to operate the Sultan Food Bank at 703 First Street

CONTACT PERSON: Ken Walker, City Administrator *KW*

ISSUE:

The issue before the city council is to authorize Mayor Eslick to sign an amendment to the lease agreement (Attachment B) with the Volunteers of America to use the facility located at 703 First Street to operate the Sultan Food Bank for a period of 20 years.

STAFF RECOMMENDATION:

Authorize Mayor Eslick to sign a lease agreement with the Volunteers of America to continue to operate the Sultan Food Bank at 703 First Street with an extended term of 20 years.

SUMMARY:

The Sultan Food Bank (food bank) operates out of the northern portion of the former city hall building located at 703 First Street. The city and the Sultan Food Bank jointly improved the facility in 2003 using Community Development Block Grant Funds. Under the terms of the grant, the building had to continue to operate as a food bank for a minimum of 15 years unless a new facility is found to house the food bank program. The Volunteers of America began operating the Food Bank in 2011.

In 2016, the VOA received a \$157,350 grant from CDBG to improve the Food Bank. In accordance with the terms of the grant the VOA needs to have site control in the form of ownership or a long-term lease. Based on the amount of the grant, the lease needs to be 20 years. (Attachment A).

There is no direct fiscal impact to the city. The proposed lease agreement provides for the same monthly payment as currently negotiated with the VOA.

RECOMMENDED ACTION:

Authorize Mayor Eslick to sign a lease agreement with the Volunteers of America to continue to operate the Sultan Food Bank at 703 First Street.

ATTACHMENTS:

- A: CDBG Requirements
- B. Proposed amended lease agreement with the Volunteers of America for 703 First Street for the purpose of a Food Bank.

Attachment A:

Duration of Low- and Moderate-Income Benefits & Terms of Agreement

Under the HUD requirements, any capital improvement cost paid in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five years at the project site. This is known as the "continuing use" requirement, and it assures that capital investments in facilities will provide long-term, continuous benefits to low and moderate-income persons or areas.

All CDBG recipients must be both able and willing to establish a legally binding public interest. Ownership by a government agency creates the required public interest. For non-governmental agencies, the public interest will be secured through a deed of trust and promissory note, covenant or regulatory use agreement recorded against the project property. The project must remain in the low- and moderate-income use for a specified period of time. Agencies shall be required to meet the terms and conditions of the County's Agreement as follows:

Forms of Financial Assistance

Funds awarded to local governments will be in the form of grants. Funds awarded to private, non-profit organizations will be in the form of grants, which must be repaid if the property is sold or there is a change of use during the term of the grant.

<i>Funding Award Amount</i>	<i>Term</i>
Up to \$50,000	Five Years
\$50,001 to \$100,000	Ten Years
\$100,001 to \$150,000	Fifteen Years
\$150,001 to \$200,000	Twenty Years
\$200,001 or more	Twenty Five Years

Site Control

Site control of the facility, either in the form of ownership or a long-term lease, becomes a crucial consideration for accessing Snohomish County CDBG Public Facilities & Infrastructure funds. An organization need not own the site of a proposed project at the time of application. However, it is imperative that the organization obtains a long-term lease from its landlord prior to the execution of a contract between the County and the organization.

Attachment B

LEASE AGREEMENT COMMERCIAL PREMISES BETWEEN THE CITY OF SULTAN AND VOLUNTEERS OF AMERICA WESTERN WASHINGTON

The parties hereto are the **CITY OF SULTAN** a municipal corporation of the State of Washington ("Landlord"), and **VOLUNTEERS OF AMERICA WESTERN WASHINGTON SULTAN FOOD BANK**, a charitable corporation ("Tenant").

RECITALS

WHEREAS, the City of Sultan has as building located at 703 First Street, Sultan, WA a portion of which is currently leased to the SULTAN FOOD BANK; and

WHEREAS, the Tenant desires to initiate a lease with the Landlord, for a twenty (20) year period; and

WHEREAS, the Tenant is a charitable corporation whose corporate purpose is to provide food assistance to families and residents within the City of Sultan and the Sky Valley who are in need;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

- 1. LEASE AND DESCRIPTION.** Upon the terms and conditions hereinafter set forth, the Landlord does hereby lease to Tenant and the Tenant does hereby lease from Landlord those certain premises situated in the City of Sultan, County of Snohomish, State of Washington, depicted on the map thereof filed with the Landlord's Clerk, and being described in **Attachment A**, hereinafter the above described property is called "premises."
- 2. BUILDING CONSTRUCTION ON PREMISES.** The premises is located at 703 First Street. The Tenant shall not commence any construction or improvements on the premises without written consent of the Landlord.
- 3. OCCUPANCY.** The Tenant shall only occupy or use that portion of the building and parking areas depicted on **Attachment A**. Additional occupancy of the building and parking areas must be approved in advance in writing with the approval of the City Council.
- 4. BUSINESS PURPOSE.** The premises are to be used solely for the purpose of a community food bank and such other purposes which are consistent with the use of the facility as a community-oriented food assistance center as determined solely by the Landlord.

5. **USE.** A description of Tenant's initial program and schedule to serve as a community food bank is set forth in **Attachment B**. Throughout the term of this lease Tenant shall generally offer programs and services as a community food bank consistent with the intended program.
- a. The Tenant shall conduct and carry on only the business for which said premises are leased. The Tenant shall at all times keep and use the premises in accordance with the laws of the State of Washington and ordinances of the City of Sultan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building official or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the Tenant.
 - b. The Tenant shall be responsible for ensuring that any use of the premises is consistent with the intended purposes and uses of the premises as stated herein.
 - c. The Tenant shall submit an annual report to the Landlord by October 1 of each year summarizing the previous twelve months of programming and the number of unduplicated clients served by the Tenant.
 - d. The Tenant agrees to assist the Landlord in securing grant funds to maintain and improve the premises. Either the Tenant or the Landlord may be lead agency in securing grant funds. The Tenant is responsible for notifying the Landlord in writing at least sixty (60) days in advance of submitting a grant application for funding.
 - e. Any future construction on the site is specifically excluded from this lease and the terms herein. The preparation of any lease arrangements and terms for any new construction of additions will be at the sole discretion of the Landlord.
 - f. Failure to provide adequate programming or any of the use requirements stated herein constitutes a default of this lease. In such an event, the Landlord will notify the Tenant, in writing, of such and the Tenant shall correct same within ninety (90) days of the date of the Notification. Failure to correct such conditions constitute grounds for termination of this lease.
6. **TERM.** The term of this lease shall be for twenty (20) years, commencing upon the effective date and ending at midnight twenty (20) years thereafter. The Tenant and the Landlord shall have the option of renewing this lease for two (2) additional one (1) year periods; such renewal shall be conditioned on the approval of the Landlord.

Either party shall give not less than 180 days written notice of intent to renew or terminate the lease agreement.

7. **RENTAL FEE.** In consideration of and in exchange for a contribution of the community food assistance, programs, services, and maintenance and operation of the premises from the Tenant, the annual rental amount shall be \$1.00 per year plus \$51 per month for insurance. The rental fee shall be due and payable by the 10th of each month. The Tenant will be charged a \$50.00 fee for payments not received by the 15th of each month.
8. **UTILITIES.** The Tenant shall pay for all utilities, such as power, heat, gas, telephone, and cable.
9. **ACCESS.** The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours notice to said premises during normal business hours for the purpose of inspection. Nothing herein shall be

construed as in any way limiting the authority of the Landlord's Building Official under existing law.

10. CARE OF PREMISES.

- a. Tenant shall at all times keep the premises neat, clean and, in a sanitary condition and shall at all times preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- b. All route maintenance and operating costs of the premises and equipment shall be borne by the Tenant, unless otherwise agreed to, in writing, by the Landlord. This includes, but is not limited to, all HVAC systems and fixtures. The Landlord will be responsible for replacement or major repairs to these systems unless said replacement or repairs are necessitated by Tenant neglect. Refrigerators, freezers and other systems and equipment owned or used by the Tenant for the purposes of storing and/or preserving food are the responsibility of the Tenant.
- c. Tenant will not commit nor permit waste, damage, or injury to the premises. This includes, but is no limited to: the replacement of any glass of all broken windows and doors of the building as may become cracked or broken; keeping all drainage pipes free and open and protecting water, heating and other pipes so that they will not freeze or become clogged; and, the repair of all leaks and all damages caused by leaks or by reason of the Tenant's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said premises. All such maintenance and repairs shall be at the sole expense of the Tenant.
- d. To the extent permitted by law, the Landlord may assist Tenant in soliciting donations and in kind services for purposes of this section.
- e. Landlord agrees that the expense of maintaining the foundation, walls, and roof of the premises will be the responsibility of Landlord.

11. MAINTENANCE OF GROUNDS. The Tenant shall maintain the grounds and parking areas. The Tenant shall make every effort to keep the grounds and parking areas clean and free of debris.

12. STORAGE OF MATERIALS, SUPPLIES, ETC. The Tenant agrees to not store or deposit materials, supplies or other objects on the exterior of the leased premises without the permission of the Landlord. Tenant agrees not to store "bulk" food items on the premises nor to keep food items on the premises that cannot be reasonably distributed within thirty (30) days of the expiration date. Expired food items shall be promptly distributed and/or removed from the premises. Failure of Tenant to fully comply with this provision shall be a breach of this lease.

13. HAZARDOUS WASTES. The Tenant shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010, *et seq.* to exist on the premises and shall, at Tenant's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency.

Tenant shall promptly notify the Landlord of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations. Tenant shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. Tenant shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

14. **MOTOR VEHICLE PARKING ON PREMISES.** The Landlord shall provide parking on the leased premises, as shown on **Attachment A**, in accordance with an agreed-upon plan for parking facilities for all motor vehicles in connection with Tenant's business. The Tenant shall at all times ensure that all such vehicles park within the leased premises.
15. **VACATING THE PREMISES.** Tenant agrees that at the expiration or termination of this lease, the Tenant will quit and surrender said premises in a neat and clean condition and will deliver to the Landlord all keys to all buildings on the premises.
16. **INDEMNITY.** All personal property on said leased premises shall be at the risk of Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by Tenant or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act or neglect of tenants or other occupants of said buildings, or any other persons, or due to the happening of any accident from any cause in or about said buildings.

Tenant covenants to protect, save and indemnify Landlord, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the premises leased by Tenant or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives.

Landlord covenants to protect, save and indemnify Tenant, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Landlord's employees or third parties on account of personal injuries, death or damage to property arising out of Landlord's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the Landlord and/or its agents, employees or representatives.

17. **LIABILITY INSURANCE.** Tenant shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as at least A (Excellent), and Financial Size Category of not less than Class X, or in such other company or companies not so rated which may be acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000) combined single limit.

Landlord shall be named in all such policies as an additional insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be cancelled without the company first giving Landlord at least thirty (30) days written notice.

- 18. FIRE INSURANCE.** The Tenant shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the premises acceptable to the Landlord, which policy or policies shall name the Landlord as the insured, and to the extent of one hundred percent (100%) of value as mutually agreed upon by Tenant and Landlord.

The original policy, a duplicate true certified copy, or such other evidence of insurance as the Landlord shall in writing have agreed to accept, shall be on deposit with the Landlord's Clerk at all times during the term hereof. Each such policy shall provide that the policy may not be cancelled without the company first giving the Landlord at least thirty (30) days prior written notice. No such policy shall contain a deductible clause greater than One Thousand Dollars (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

19. INSURANCE PROCEEDS IN EVENT OF LOSS.

- a. **Total Destruction.** If the premises are totally destroyed by fire, earthquake or other casualty during the term of this lease, and if the Tenant desires to rebuild, the proceeds of insurance shall be used for the purpose of rebuilding such building. The balance of funds shall be payable pro rata to the Landlord and Tenant based on the investment of the parties; the Tenant's portion subject further to being reduced proportionately to the remaining length of the lease. If either Landlord or Tenant elects to rebuild as above provided, such party shall prosecute the work of such rebuilding or repairing without delay. If both Landlord and Tenant fail to give notice of intention to build as aforesaid, within the times specified, both the Landlord and Tenant shall have the right to declare this lease terminated by written notice served upon the other party by mail as in this lease provided.
- b. **Partial Destruction.** In case of partial destruction, the proceeds shall be used for repairing the damage.
- c. **Duties Regardless of Extent of Destruction.** The Tenant shall give notice of loss immediately and of intention to rebuild within sixty (60) days of loss. Prior to termination of this lease whether by expiration of the term or by notice as in this paragraph, rent for the premises shall not abate as between the Landlord and Tenant in the event of loss or destruction of any buildings placed on the premises.

- 20. LIENS AND INSOLVENCY.** Tenant shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant, except for financing instruments obtained with the written consent of the Landlord. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this lease at Landlord's option, provided at least ninety (90) days prior notice is given to Tenant.

21. ASSIGNMENT AND SUBLETTING. This lease may not be assigned or sublet.

22. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand, in writing, referring to this lease:

VOLUNTEERS OF AMERICA WESTERN WASHINGTON
2802 Broadway
PO BOX 839
Everett, WA 98206

CITY OF SULTAN
319 Main Street, Suite 200
P.O. Box 1199
Sultan, WA 98294-1199

23. GOVERNMENTAL FEES. Except for those which may be approved by Resolution of the City Council of the City of Sultan, all fees due under applicable law to the City, County or State on account of any inspection made on leased premises by any officer thereof shall be paid by Tenant.

24. SIGNS. All signs and symbols placed in the windows or doors or elsewhere about the premises, or upon the exterior part of the building, shall be subject to the approval of the Landlord or Landlord's agents. Landlord agrees to allow the Tenant logo on the exterior of the building in accordance with the City of Sultan Sign Code and Building Code.

In the event Tenant shall place signs or symbols on the exterior of said building or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand the removal of such signs or symbols, and the refusal of the Tenant to comply with such demand within a period of twenty-four (24) hours will constitute a breach of this lease, and entitle the Landlord to immediately recover possession of said premises in the manner provided by law.

Any signs so placed on the premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Tenant, then Landlord may have the same removed at Tenant's expense.

Tenant shall in respect to signs conform to all requirements of the City of Sultan Sign Code and Building Code, and pay applicable fees.

25. ALTERATIONS. The Tenant shall not make any material alterations, additions or improvements to the leased premises without written consent of the Landlord, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the Tenant, and shall become the property of the Landlord, except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, without disturbance, molestation or injury.

The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the Tenant shall perform work with the consent of the Landlord, as aforesaid, Tenant agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities.

The Tenant further agrees to save the Landlord free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures, and become part of the real estate upon being installed in any building.

- 26. DEFAULT AND RE-ENTRY.** If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements therein contained, then the Landlord may cancel this lease upon giving the written notice required by law, and re-enter said premises, but notwithstanding such re-entry by the landlord, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and the Tenant covenants and agrees to make good to the Landlord any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed to.

The Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Landlord, together with leasehold tax. Notwithstanding anything contained herein to the contrary, Landlord shall provide Tenant with written notice of default and shall allow the Tenant a sixty (60) day period to cure (or, in case of impracticability, commence to sure) such default.

- 27. COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this lease or to recover for breach of any provision of this lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this lease.
- 28. NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.
- 29. REMOVAL OF PROPERTY.** In the event of default and failure to cure, or taking possession of the leased premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the leased premises all personal property located therein or thereon, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property with notice to the Tenant, after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from

Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

30. HEIRS AND SUCCESSORS. The covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

31. HOLD OVER. If the Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

32. VENUE. The venue of any suit which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the Landlord be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the ____ day of _____, 2008.

CITY OF SULTAN, LANDLORD

By _____
Carolyn Eslick, Mayor

Attest:

By _____
Laura Koenig, City Clerk

Approved as to form:

By _____
Amy Mill, City Attorney

VOLUNTEERS OF AMERICA

By _____

Approved as to form:

By _____
Attorney, Volunteers of America

ATTACHMENT A
CITY OF SULTAN BUILDING AT 703 FIRST STREET SULTAN WASHINGTON



General Description

Parcel Number 28083100402400 (C01)

Structure Class Commercial

Structure Use Government Building

Structure Type

Year Built 1960

Features

Roof Cover BuiltUp

Units 0

Floor Area

Floor 1 Base SF 1,984 Sprinkler SF 0 Heated SF 1,984 Air Cond SF 0

Floor 2 Base SF 960 Sprinkler SF 0 Heated SF 960 Air Cond SF 0

Garage(s), Carport(s) and major outbuilding(s)

ATTACHMENT B

PROGRAM AND SCHEDULE OF OPERATIONS TO LEASE AGREEMENT COMMERCIAL PREMISES

**City of Sultan
And
Volunteers of American Western Washington (VOA WW)
Sultan Food Bank**

1. Program

- a. Coverage Area: The VOA Sultan Food Bank's primary focus is serving the residents of the Sultan area of Unincorporated East Snohomish County. The coverage area also includes the City of Sultan Startup, Gold Bar which includes the Sultan and Index School Districts. The food bank also supports residents of Barking Skykomish and Unincorporated King County with the Skykomish School District who are isolated from other regional services.
- b. Major activities. Food distribution is the primary function of the Sultan Food Bank. The facility will not be used for training, community or VOA meetings, or other community of VOA program activities.
- c. Eligibility Verification. The staff will verify personal identification and request a utilities bill or some other means of proof that users live in the service area.
- d. Other Activities: the food bank staff will make flyers, brochures, and other material addressing human services available to patrons (e.g.: the 2-1-1 information and referral telephone number, where individuals in need can access critical information concerning shelter, quality care for children, and other essential services). The staff will also refer patrons to other programs such as the Sky Valley Family and Community Resources Center's Giving Tree, back pack Back to School Program and the community's Sultan harvest Thanksgiving Community Dinner. The staff will also participate in the annual Point in Time survey of homeless individuals.

2. Schedule:

Food Distribution: Tuesday 5:00 PM to 7:00 PM
Friday 9:00 AM to 12:00 PM

SULTAN CITY COUNCIL MEETING AGENDA COVER SHEET

ITEM NO: Action A 2
DATE: August 11, 2016
SUBJECT: Utility Code – Title 13 Updates
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is to review Ordinance 1243-16 relating to Title 13 Water, Sewers and Public Services Code updates.

SUMMARY:

Existing SMC Chapters for Water, Sewers and Public Services need to be updated to reflect current practices within Utility Departments. Updates are proposed for 13.08 Sewer Regulations and 13.12 Water. Section 13.04 Utility Department is proposed to change to Utility Billing and section 13.02 Utility General is proposed to be added to cover general rules and regulations.

The Council discussed the updates at the August 11, 2016 Council meeting. The proposed ordinance has been sent to the city attorney for final review.

RECOMMENDED ACTION:

Introduce Ordinance 1243-16 for a first reading.

**CITY OF SULTAN
WASHINGTON
ORDINANCE NO. 1243-16**

AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, RELATING TO
TITLE 13 TO ADD CHAPTER 13.02, AMEND CHAPTER 3.04, AMEND
CHAPTER 3.08 AND AMEND CHAPTER 13.12; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Chapter 13 relating to utilities has code dating back to 1927, and;

WHEREAS, it is necessary and in the best interest of the city to have standards and practices that meet current standards;

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

Section 1. Chapter 13.02 is hereby added to the Sultan Municipal Code to read as follows:

**Chapter 13.02
Utility Department**

Sections

- 13.02.010 Established
- 13.02.020 Public Works Director
- 13.02.030 Specification Manual
- 13.02.040 Specification for Municipal Public Works Construction
- 13.02.050 Location of Utility Lines
- 13.02.060 Construction setbacks from Utility Lines
- 13.02.070 Utility Connections to Unoccupied Properties Prohibited
- 13.02.080 Frontage Requirements – Water and Sewer
- 13.02.090 Registered Engineer Required
- 13.02.100 As-Built Drawings
- 13.02.110 Conveyance to City
- 13.02.120 Insurance, Bonding and Indemnification
- 13.02.130 Rights Inspection and Access
- 13.02.140 Criminal Penalties
- 13.02.150 Civil Action for Damages

13.02.160 Variances

13.02.010 Established

There is established in the City of Sultan a utility department the function of which said department shall be to operate, maintain, control and extend the city water system; to operate, maintain and control and expand the existing sewer system and to provide for the disposal of all sewage and waste. The city garbage system is created under SMC 13.16.10 and the city of Sultan stormwater utility is created under SMC 14.04.

13.02.020 Public Works Director

It shall be the duty of said Public Works Director to supervise all operations of the utility department and to perform such specific duties as set forth in this chapter and to perform such additional duties within this department as the city council may from time to time set by resolution.

13.02.030 Specification Manual Sultan Engineering Standards

By resolution the city council may adopt a specification manual establishing rules, regulations and technical specifications relating to the construction of utility lines and the installation and connection of utility services. Copies of the specification manual shall be available for inspection during open business hours of the city at the office of the city clerk. Copies may be purchased in accordance with the fee schedule adopted by the city council. The specification manual may be amended by resolution of the city council. In any instance where the specification manual conflicts with the provisions of this chapter, the provisions of this chapter shall govern.

13.02.040 Specification for Municipal Public Works Construction

All materials and construction methods used for extensions and additions to the city utility system shall conform to the most current edition of the standard specifications for road, bridge, and municipal construction as prepared by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter, In cases where these conflict with the city specification manual, whichever is more stringent shall apply.

13.02.050 Location of Utility Lines

- A. All public utility lines shall be installed in public streets or alleys or in easements which have been granted to and accepted by the city for such purposes.
- B. Utility easements granted to the city shall be not less than 10 feet in width provided, that when such easements extend from the end of an existing public road, or extend along the alignment of any anticipated future public road, such easement shall be not less than 20 feet in width.
- C. No open cut crossing of City roads or streets shall be made without the approval of the Public Works Department. A newly constructed or resurfaced street shall not be cut for a minimum of 5 years.

13.02.060 Construction setbacks from Utility Lines

No structure shall be erected within utility easements. Further, all structures shall be set back a minimum of 10 feet from the center of any utility line, as-built.

13.02.070 Utility Connections to Unoccupied Properties Prohibited

- A. The city shall not sell utility connections, accept payment for capital improvement fees or allow the installation of water meters, for any unoccupied property or any property which is the subject of a pending development application until such time as all water and sewer utility infrastructure has been constructed and approved and either final plat approval, final binding

site plan approval, final commercial/multifamily site plan approval, conditional use permit approval, or a building permit for previously platted individual lots is or has been issued.

B. Any property connected to city utilities with a two-inch water meter, or larger, which remains unoccupied for 12 consecutive months, or uses no utility services for 12 consecutive months, shall forfeit its vested right to a utility connection, and at such time as it seeks to reactivate its connection it shall be subject to then-prevailing rules and regulations regarding utility availability for new customers.

13.02.080 Frontage Requirements – Water and Sewer

All lots connecting to city water shall have frontage on a distribution main; all lots connecting to city sewer shall have frontage on a collection main. At the time of connection, the property owner shall be required to extend the main(s) for the full public or private road frontage of the lot on which the structure to be connected is located, including both frontages of a corner lot. If the lot does not front on a public or private road for its full width, the main(s) shall be extended to the boundary line on the nearest adjoining lot which may be anticipated to require connection to the main(s) in the future. If it can be shown that no future expansions beyond the applicant's lot will occur, a variance may be applied for.

13.02.090 Registered Engineer Required

The design and construction of water and sewer mains which are to be connected to the city utility system shall be supervised by a registered professional engineer of the State of Washington. Details and methods of construction shall conform to the city specifications manual. All construction shall be subject to inspection and approval by the city. Responsibility for providing line and grade and taking measures for as-built drawings shall rest upon the owner's engineer.

13.02.100 As-Built Drawings

As-built drawings of the completed installation of the utilities shall be submitted to the city utility department for approval by the city.

13.02.110 Conveyance to City

All extensions to the public utility system shall, at the city's sole discretion, be subject to conveyance to the city by bill of sale, and such conveyances shall be accomplished by a warranty of the grantor that the utility lines, facilities and appurtenances are free of debt and were constructed in accordance with city standards and specifications. The grantor shall further warrant the labor and materials used in the construction for a period of two years from the date of the conveyance to the city and shall indemnify and hold harmless from any damages arising from defective materials or workmanship. If the lines or facilities are on or cross private property, the grantor shall convey to the city the required easements for constructing, repairing, maintaining, altering, changing, controlling and operating the lines or facilities perpetuity.

13.02.120 Insurance, Bonding and Indemnification

Any party installing, repairing, extending or modifying utility lines in public right-of-way/easement, which lines are connected, or to be connected, to the city's utility system, shall comply with the following:

A. Prior to commencing work, a restoration bond shall be posted in such amount as is required by the governing agency having jurisdiction over the public right-of-way.

B. Prior to commencing work, a performance bond shall be posted in such amount as is required by the city engineer. The bond shall guarantee expeditious completion of the project in

compliance with the approved plans and specifications, and shall warranty the materials and workmanship for a period of two years after acceptance by the city.

C. Prior to commencing work, proof of insurance shall be submitted for commercial general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products-completed operations aggregate limit; and also auto liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The City of Sultan shall be named as an additional insured party under the commercial general liability insurance policy.

D. The party performing the work, its heirs, successors and assigns, shall indemnify the City of Sultan, and hold it harmless, from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons or property by reason of the performance of such work, the character of materials used, the manner of installation, or by improper occupancy of rights-of-way. In case any suit or action is brought against the city for damages arising out of or by reason of any of the above causes, the party, its heirs, successors and assigns, shall defend the same at its own cost and expense and shall satisfy any judgment after the suit or action shall have been determined, if adverse to the city, and further shall reimburse the city for reasonable attorney's fee expended by the city in connection with the same.

13.02.130 Rights Inspection and Access

City officials, employees and agents shall have the right to enter upon private property at all reasonable times to inspect and test appliances, utility lines and appurtenances which are connected to the city utility system.

13.02.140 Criminal Penalties

It shall constitute a misdemeanor for any person or party to commit, authorize, solicit, aid, abet or attempt the following unlawful acts:

- A. Divert or cause to be diverting utility services by any means whatsoever;
- B. Make or cause to be made any connection or reconnection with the city utilities without the authorization or consent of the city;
- C. Discharge any substance prohibited by SMC _____, including effluent from private water facilities, into the city's sewer system without authorization or consent of the city;
- D. Prevent any utility meter or other device used in determining the charge for utility services from accurately performing its measuring function by tampering or by any other means;
- E. Tamper with any property owned or used by the city to provide utility services;
- F. Use or receive the direct benefit of all or a portion of the utility service with knowledge of, or reason to believe that, the diversion, tampering or unauthorized connection existed at the time of the use or that the use or receipt was without the authorization or consent of the city;

Said criminal acts shall be punishable by a fine not to exceed \$ _____ as set by ordinance. Each day that a violation continues shall constitute a separate offense. The criminal penalties provided in this section shall be construed as being cumulative with civil damages provided in SMC _____.

13.02.150 Civil Action for Damages

The city may bring civil action for damages against any person or party who commits, authorizes, solicits, aids, abets or attempts any of the following:

- A. Divert or cause to be diverted utility services by any means whatsoever;
- B. Make or cause to be made any connection or reconnection with the city utilities without the authorization or consent of the city;

C. Discharge any substance prohibited by SMC _____, including effluent from private waste facilities, into the city's sewer system without the authorization or consent of the city:

D. Prevent any utility meter or other device used in determining the charge for utility services from accurately performing its measuring function by tampering or by any other means:

E. Tamper with any property owned or used by the city to provide utility services:

F. Use or receive the direct benefit of all or a portion of the utility service with knowledge of, or reason to believe that, the diversion, tampering or unauthorized connection existed at the time of the use or that the use or receipt was without the authorization or consent of the city;

In any civil action brought under this section, the city may recover from the defendant as damages three times the amount of actual damages, is any, plus the costs of the suit and reasonable attorney's fees, plus the costs incurred on account of the bypassing, tampering or unauthorized reconnection, including but not limited to costs and expenses for investigation, disconnection, reconnection, service calls and expert witnesses. If the damage is done to utility property which is located on premises which are served by city utility service and which are owned or occupied by the party or parties responsible for the damage, the judgment may be added to the utility bill for the premises and may be collected pursuant to Chapter _____ SMC.

13.02.160 Variances

The city Public Works Director shall have the authority to administratively grant a variance from any rule, regulation or requirement of this chapter or the specifications manuals incorporated in the chapter by reference. Application for such a variance shall be filed, in writing, with the city clerk together with a filing fee outlined in the adopted Fee Schedule. The Public Works Director is authorized to issue variances in cases of special hardships, unique circumstances and practical difficulties. No variance shall be granted which would be determined to be detrimental to the public health, welfare or environment, or which would be inconsistent with the long-range plans of the Sultan utility system. Conditions may be imposed upon the granting of a variance to ensure the protection of the public health, welfare and environment. Each variance shall be considered on a case by case basis, and shall not be construed as setting precedent for any subsequent application. The decision by the Public Works Director on a variance application shall be final, subject to appeal to the city land use hearing examiner within fourteen days pursuant to SMC _____.

Section 2. Chapter 13.04 of the Sultan Municipal is hereby amended to read as follows:

Chapter 13.04 UTILITY SERVICE BILLING

Sections:

- 13.04.010 Utility Service Billing Administration.
- 13.04.020 Definitions
- 13.04.030 Charges and payment procedures set by resolution.
- 13.04.040 Accounts kept for service and charges.
- 13.04.050 Payment Allocation
- 13.04.060 Bookkeeping and recordkeeping.
- 13.04.070 Rules and regulations – Generally.
- 13.04.080 Payment of bill – Enforcement.
- 13.04.090 Disconnection – Conditions for reconnection

- 13.04.100 Disputed accounts.
- 13.04.110 Voluntary discontinuance.
- 13.12.120 Payment responsibility.
- 13.04.130 Inspection rights.
- 13.04.140 Low Income Senior Citizen Discounts
- 13.04.150 Violation – Penalty.

13.04.010. Utility Service Billing Administration

The Finance Department shall be responsible for billing all utility services and the administration and enforcement of utility accounts.

13.04.020 Definitions.

The words and phrases set out in this section are defined as follows:

- A. "City" means the City of Sultan, Washington or its agent/representative.
- B. "Combined utility billing" means: the city will render a "combined utility service billing" consisting of a bill for water, sewer, solid waste, recycling, stormwater and/or other utility services provided by the city. Capital improvement charges, meter charges, or other utility related charges may be included in the combined utility billing.
- C. "Low income senior citizen" means persons 62 years of age or older, on or before January 31st of the year of the filing for the discount. Low income is based on 125 percent of the federal poverty guidelines.
- D. "Base rate" means the minimum monthly charge for water/sewer service.
- F. Commercial Service: Utility service provided to a business, industry, school or public agency or any other user that is not a single-residential user.
- G. Connection Charge: The fee assessed against a property for the construction of water or sewer service pipe, valve box, and water meter from a designated city main to the property line of the assessed property.
- H. Customer Water Line: the pipe, valve and fittings leading from the meter into the premises served.
- I. Multi-family: Multi-family includes apartments with three or more units, mobile home parks and any other residential structure wherein more than one unit is connected to a single water meter.
- J. Multi-Unit Commercial: Multi-Unit Commercial includes all businesses, industries, schools, public agencies, churches or other water users that are not residential or multi-family, wherein more than one unit is connected to a single water meter.
- K. Occupant: The owner, purchaser, tenant, developer or lessee who resides on property served by the city utilities.
- L. Owner: A person, business, or corporation with an ownership interest in property as shown on the records of the Snohomish County Auditor.
- M. Residential Unit Service: Utility services provided by the city to an individual single-family home.

13.04.030 Charges and payment procedures set by resolution.

The amount of utility fees, charges and cost of service provided by the utility departments and the manner and time of payment thereof shall be established by resolution of the city council from time to time as such body deems proper.

13.04.040 Accounts kept for service and charges.

All accounts for utility service and charges shall be kept in the name of the owner of the property so served or charged.

13.04.050 Payment Allocation: All payments on a combined utility billing shall be applied in the following order 1) fees or penalties 2) utility taxes 3) storm water charges 4) solid waste charges 5) recycling charges 6) sewer charges and 7) water charges.

13.04.060 Bookkeeping and recordkeeping.

The Finance Department shall keep all necessary utility department books and records and send out such bills and statements as the city council prescribes by resolution.

13.04.070 Rules and regulations – Generally.

The rules and regulations set out in SMC 13.04.080 through 13.04.140 shall apply in the operation of all utility services.

13.04.080 Payment of bill – Enforcement.

- A. All utility charges assessed by the city shall be due and payable on the fifteenth day after the city issues its statement for service by mailing a bill to the owner of the premises served.
- B. All payments not made on or before said date are delinquent and are declared to constitute a lien against the premises served, as provided by state law.
- C. If payments are not made within 30 days after mailing of the bills, the finance director or representative, upon giving 10 days' written notice to the owner and/or occupant of the premises, shall notify the public works department to disconnect the utility service to the premises until such time as all delinquent bills and service charges have been paid in full.
- D. Payments not made within 30 days of disconnection may be referred to a Collection Agency in accordance with SMC 3.30.

13.04.090 Disconnection – Conditions for Reconnection.

- A. In the event that the public works director or representative shuts off utility service for reasons of a delinquent account, a disconnection charge shall be assessed and shall become a lien against the premises.
- B. All fees imposed are exclusive of any utility tax imposed on the city.
- C. No utility service shall be restored until such time as all delinquent bills and assessments provided for herein have been paid in full or satisfactory arrangements, at the discretion of the finance director or representative, have been made. Utility service restored after normal working hours of the public works department shall be subject to additional charges.
- D. All disconnection charges and related charges shall be established by resolution.

- E. **Late Payment Charge.** Monthly payments for service under this chapter shall be due 15 days after the city issues its statement for services. In the event payment is not made by the due date, a late payment charge shall be automatically added to defray the city's increased cost of collection in the amount of the greater of five percent of the payment due under this chapter or \$5.00. This late payment charge shall be in addition to any other late payment charge due under any other chapter under the Sultan Municipal Code.
- F. **Security Deposit.** Where a person or entity receiving service under this chapter has been late in the payment of services under this chapter twice in any six-month period of time or where a person or entity files for creditor relief under either state or federal law and there are charges due the city that are unpaid under this chapter, the city treasurer may require the person or entity to post a security deposit in an amount up to twice the amount due the city as a condition of receiving continued service from the city under this chapter.

13.04.100 Disputed accounts.

In the event of a disputed account, the owner of the premises must tender the base rate charged per month and if such tender is received by the city prior to the utility service being disconnected, the city shall not refuse service to the premises.

13.04.110 Voluntary discontinuance.

- A. Should any customer desire to voluntarily discontinue the use of utility service (s) for a period of more than one month, a written request must be submitted to the city utility clerk and payment of all water charges then accrued must be paid in addition to the turn-off fee.
- B. Utility service shall be resumed upon request and payment of the turn-on fee.
- C. Remission of utility charges shall not be made for a period of less than one month, nor without the notice provided for herein.
- D. The city will not discontinue utility service at the request of a landlord if it appears that the premises are occupied, and the utility turnoff is being used in a landlord/tenant dispute.

13.04.120 Payment responsibility.

- A. All utility accounts shall be kept in the name of the owner of the premises for which the service is provided, and the owner shall be held responsible for water charges and assessments accruing at the premises owned by them.
- B. The city will bill all accounts to the owner of the property to which utility services are being provided unless the following arrangement is made for the tenant to be billed for utility services:
 - (1) the owner or his agent shall sign a contract, provided by the city, which authorizes the city to bill said tenant for utility services and which makes the property owner responsible for the utility charges accrued . The property shall be subject to utility charge lien if the tenant allows that account to become delinquent;
 - (2) Upon application, owner or agent shall submit applicable processing fee and must pay all accrued utility charges to date.
 - (3) No tenants of multiple-dwelling units will be billed separately if the account is on one meter. The owner may, at their expense, installed city meters to each unit if separate billing is desired.

- C. Should said tenant become chronically delinquent, the utility account will be put back into the property owners name and owner shall have responsibility to pay all charges and fees accrued on account.
- D. Discontinuance of service for any cause stated herein shall not release the owner from his obligation for payment of delinquent bills and charges.
- E. All applicable utility services shall be mandatory wherein a residential or commercial property is occupied.

13.04.130 Inspection rights.

The city or its agent shall have the right to enter on any property for the purpose of inspecting, maintaining, repairing or replacing any utility lines, fixtures or appurtenances thereto which are located on said property.

13.04.140 Low Income Senior Citizen Discount.

The rate established for senior citizens is restricted to single family residences with a single water meter per unit primarily occupied by a senior citizen.

A. To qualify for a low income senior citizens discount the persons must be sixty-two years of age or older and have an annual income within the qualifying limits as stated on senior discount application form. Low income guidelines are set as 125% of the Federal Poverty Guidelines. Discount is restricted to minimum residential meter size.

Section 3. Chapter 13.08 of the Sultan Municipal is hereby amended to read as follows:

**Chapter 13.08
SEWER REGULATIONS**

Sections:

- 13.08.005 Purpose
- 13.08.080 Administration and Authority
- 13.08.010 Permit.
- 13.08.020 Required connection .
- 13.08.030 Establishment of fees and charges.
- 13.08.040 Work standards.
- 13.08.045 Sewage Pretreatment
- 13.08.050 Prohibited Discharge— .
- 13.08.055 Unlawful disposal or discharge
- 13.08.060 Right of inspection by officials.
- 13.08.065 Side Sewers
- 13.08.070 Defective plumbing or private sewer – Notice to owner – Action by city.
- 13.08.075 Manholes.
- 13.08.080 Damaging water or sewer system prohibited.
- 13.08.085 Substance Interceptors
- 13.08.100 Permission required to excavate or build upon city sewer system.
- 13.08.110 Violation – Penalty.

13.08.005 Purpose.

A. This chapter sets forth uniform requirements for users of the sewer system operated by the City of Sultan. It enables the City of Sultan to comply with applicable state and federal laws and discharge permit requirements.

B. This chapter shall apply to all users of the City of Sultan sewer system. This chapter defines certain prohibited discharges; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the recovery of liquidated damages and collection of penalties.

C. The service area for the city of Sultan sanitary sewer system shall be the City of Sultan corporate limits. Annexation is required before service can be provided within the Urban Growth Area. Sewer service cannot be extended outside the City's Urban Growth Area except as provided by law.

13.08.008 Administration and authority.

A. Except as otherwise provided herein, the Public Works Director, or their designee, shall administer, implement, and enforce the provisions of this chapter.

B. The Public Works Director or designee shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter. The Director or designee shall have authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

C. The Public Works Director or designee shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage lying within said easement, said to be done in accordance with the terms of the easement pertaining to the private property involved.

D. The Public Works Director or designee shall have the right to enter upon any lands, buildings, or premises required by this chapter to be connected to the sanitary sewer or to disconnect the source or sources of storm water, groundwater or surface water from the sanitary sewer at all reasonable times to ascertain whether the provisions of this chapter have been or are being complied with, and if they shall find that such lands, building or premises connections or disconnections do not conform to the provisions of this chapter, to notify the owner or occupant or his agent of the fact, and it shall thereupon be the duty of such owner,

occupant or agent to cause the requirements of this chapter to be so altered, repaired, or reconstructed as to make them conform to these provisions.

E. The Public Works Director or designee shall have the right to enter upon any user's lands, buildings or premises using city sewerage for purposes of obtaining samples and making tests. City equipment left at any such site for sampling and testing purposes shall not be removed or in any way tampered with.

13.08.010 Permit required to connect to city system.

A. No person shall uncover, make connection with,, alter or disturb any public sewer or appurtenance without first obtaining a permit from the Public Works Department.

B. Such permit shall describe the connection to be made and give its distance from the nearest manhole and shall contain a guarantee signed by the applicant that all requirements of this and other city ordinances will be complied with, and shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the public works director or designee. Applicable fees and charges shall be required for application.

13.08.020 Required Connection.

A. Within the corporate city limits where a public sewer is available, it must be used. Connection to the public sewer shall also occur when mandated by the Department of Health. Public sewer is considered available where the downstream boundary of the property is within 300 feet of that sewer main. Connection to the sewer system is required for existing developed properties when public sewer is available AND one of the following is true:

- (1) The property has a failed or failing septic system; OR
- (2) Buildings generating sewage are proposed as part of a project or development; OR
- (3) Improvements are proposed that would require an expansion of an existing septic drain field; OR
- (4) A property owner has been included in a Local Improvement District (LID) for sewer connection.

B. In the case of new residential, commercial, industrial, or institutional development where the property to be developed abuts a right-of-way in which a public sewer is located or where a service connection is otherwise provided, connection of all structures generating sewage shall be required to connect to the public sewer regardless of distance from the public sewer, except as outlined in Sultan General Sewer Plan Chapter 5 Sewer Service and Connection Policies and Septic Systems Policies and Sultan Zoning Code General Regulations SMC 16.16.045 new septic system reasonable use exception. Future sewer connection required.

C. All connections shall be made to said sewerage system in a permanent and sanitary manner, subject to the approval of the Public Works Director or designee, and shall be sufficient to carry all sewage and waste fluids of any kind from said buildings into said system, and each toilet, sink, stationary washstand or any other piece or type of equipment having waste fluids shall be connected with said sewerage system.

D. All connections to public sewers or drains shall be made in a workmanlike manner and in accordance with instructions from the Public Works Director, or designee, and in accordance with the most current version of the City of Sultan Water and Sewer Engineering Standards. (5) No trench shall be filled or any connecting sewer constructed under the provisions of this

chapter until the same shall have been inspected and approved by or under the direction of the Public Works Director, or designee, at the point where the same connects with the pipe or other plumbing of the building or premises being connected, or until the same shall be made in all respects to conform to this chapter, the Water and Sewer Engineering Standards or such other ordinances as are now or hereafter may become applicable.

E. All work done in pursuance of any connection permit granted as heretofore prescribed shall be under the inspection and subject to the approval and acceptance of the Public Works Director or their designee. The grade, materials, and manner of construction of any sewer or drain built under permit shall be subject to the approval or rejection of the city. Upon acceptance of work, the city shall issue a notice of approval and acceptance of sewer connection, with one copy to the property owner or designated agent as authorization to backfill and use the connection, one copy to the city clerk to initiate billing, and one copy for the file.

F. Except as hereinafter provided, it shall be unlawful to construct, enlarge, replace, or modify any privy, privy vault, septic tank and/or drain field, cesspool, or other facility intended or used for the disposal of sewage except for new septic systems as allowed by Sultan General Sewer Plan Chapter 5 Septic Systems Policies and Sultan Zoning Code Regulations SMC 16.16.045 - new septic system reasonable use exception, notwithstanding the routine maintenance of an existing, fully functional septic system.

G. All costs and expense incident to the connection installation and inspection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

13.08.030 Establishment of fees and charges.

A. Sewer Rates. Sewer rates shall be set by separate ordinance and included as an attachment to the annual fee schedule adopted by the city council.

B. Sewer Service Connection Charge.

1. Sewer General Facility Charge. There is hereby imposed on all parties seeking to connect to the sewer system a general facility charge as follows:

a. Residential. Based upon number of equivalent residential units multiplied by charge below.

b. Accessory Dwelling Unit (ADU).

i. Attached Unit. No separate charge and included in the residential per unit cost of the principal use, unless the ADU is on a separate water meter and, if so, at fifty percent of an equivalent residential unit at the time the water meter is installed..

ii. Detached Unit. Fifty percent of an equivalent residential unit at the time the unit is created and a separate water meter is installed.

c. Commercial. Based upon equivalence of usage to equivalent residential unit multiplied by charge below. Charge will be determined on a case-by-case basis.

d. Nonprofit Social Service Agencies. Exempt from all or a portion of the commercial connection charge as determined by the public works director to reflect the mission of the agency to provide assistance to the poor, elderly, or disabled.

e. Public and Private Parks, Recreational Areas or Facilities and Facilities Open Space Areas. Based upon equivalence of usage to equivalent residential unit multiplied by charge below. Charge will be determined on a case-by-case basis.

2. A general facilities charge ("connection fee") shall be as established by the city council by separate ordinance and included as an attachment to the annual fee schedule adopted by the city council. The amount set by such ordinance shall be the amount calculated per equivalent residential unit (ERU). Where an ERU calculation is not available, the public works director shall make his/her decision based on best available data provided by professional third parties for the same or similar use.

a. A sewer general facility charge shall be assessed by the city for a new connection to the Sultan sewer system or, at time of expansion and/or change of use of a facility, when the public works director determines the expansion and/or change of use creates additional demand on the city's sewer system facilities.

b. The sewer general facility charge shall be paid at the time of building permit issuance. An applicant may request the facility charge be deferred in all or part to the initial occupancy of the proposed use. The public works director will not unreasonably withhold approval of a request to defer payment to certificate of occupancy.

c. If a sewer general facility charge is required, no building permit or certificate of occupancy shall be issued until the corresponding connection fee is paid.

d. The facility charge paid shall be the fee in effect at the time of payment. Any deferred payments shall be based upon the fee in effect at the time the deferred payment is made to the city, but in all cases payment must be made prior to the physical connection for service.

e. Connection fees may be paid under protest in order to obtain a permit or other approval of development activity.

3. In addition to the sewer general facility charge, the actual costs for installation and inspection shall be paid by the party seeking service.

C. Permits. All necessary right-of-way use permits and easements must be obtained by the property owners before sewer service can be connected.

D. North Wagley's Creek Basin Facility Charge.

1. In addition to the other charges set forth in this section, property within the North Wagley's Creek Basin facility charge area ("area") shall be charged \$260.00 per residential dwelling unit and/or \$130.00 per accessory dwelling unit. A description of the area is incorporated in Ordinance No. 707-99, and on file with the city clerk. Payment of this charge shall be made at the time of application for a building permit under SMC Title 15.

2. The charges identified in this subsection may be included by the city in future LID(s) for construction of improvements to the city sanitary sewerage system that connect the area to the city sanitary sewerage system.

E. Charges-in-Lieu of Assessment for Local Improvement Districts.

1. In addition to the other charges set forth in this section, property included within the boundaries of LID No. 97-1 but which was not then found specially benefited and not assessed as part of LID No. 97-1 and which connects, either directly or indirectly, to the improvements to the city's sanitary sewerage system which were financed in whole or in part by the assessments within LID No. 97-1 (the "LID No. 97-1 improvements") shall be subject to a charge-in-lieu of assessment in the amount specified in Ordinance No. 791-02 or, if no such charge is specified for that property, in an amount calculated in the same manner as the assessments against the property within LID No. 97-1 were calculated.

2. In addition to the other charges set forth in this section, property not included within the boundaries of LID No. 97-1 (but not including property subject to the North Wagley's Creek Basin facility charge established by subsection (D) of this section) which connects, either directly or indirectly, to the LID No. 97-1 improvements shall be subject to a charge (in-lieu of assessment) in an amount equal to: (i) \$260.00 per residential dwelling unit and/or \$130.00 per accessory dwelling unit, if the property is in an area zoned for residential use, or (ii) \$0.38 per square foot of permitted building area, if the property is not zoned for residential use.

3. In addition to the other charges set forth in this section, property not assessed for any local improvement district hereinafter established by the city (each, an "LID") but which connects, either directly or indirectly, to the improvements to the city's sanitary sewerage system financed in whole or part by the assessments within such LID (the "LID improvements") shall be subject to a charge-in-lieu of assessment, which charge shall be calculated, insofar as reasonably practicable, in the same manner as the assessments against properties within such LID are calculated. The charge(s) imposed under this section shall be at least equivalent to the amount that would have been assessed if the property had been included in the LID.

4. There shall be added to the charges-in-lieu of assessment described in subsections (E)(1), (2) and (3) of this section interest on the amount of each such charge from the time of the installation of the LID No. 97-1 improvements or LID improvements, as applicable, to the time of connection (but not to exceed 10 years) at a rate equal to the average annual rate of interest on bonds or other obligations of the city issued to finance such improvements (but not to exceed 10 percent).

5. Payment of the charge(s) described in subsections (E)(1), (2) and (3) of this section, including interest thereon as described in subsection (E)(4) of this section, shall be made at the time of application for a building permit under SMC Title 15.

F. All rates imposed under subsection (A) of this section are exclusive of any utility tax imposed on the city, and all billings to customers will be charged based upon the rate set out in subsection (A) of this section and in addition to the utility tax assessed against the city. (

13.08.040 Work standards.

Only competent workmen shall be employed in making connection with the city sewer system; and all such work must be done under supervision of the Public Works Director or his designee, and of material and in a manner consistent with the most current Water and Sewer Engineering Standards.

13.08.045 Sewage pretreatment.

A. National categorical pretreatment standards as adopted and hereafter amended by the EPA pursuant to the Act shall be met by all users in the regulated industrial categories. These standards, found in 40 CFR Chapter I, Subchapter N, Parts 405-471, are hereby incorporated by reference.

B. State requirements and limitations on discharges to the publically owned treatment works, as incorporated into Washington State law by Chapter 90.48 RCW, shall be met by all users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations, or those in this or other applicable ordinances.

C. Any user determined by the City of Sultan to qualify as a significant industrial user shall file an application for a state waste discharge permit with the department in accordance with the requirements of WAC 173-216-070. Proof of acceptance of the application and payment of permit fees shall be kept at the user's facilities and produced upon request. Failure to submit the application or rejection of the application by the department may be considered sufficient grounds to terminate or refuse to provide sewer service.

D. The City reserves the right to establish more stringent standards or requirements on discharges to the sewer system and to set local limits for any pollutant to protect against pass through and interference.

E. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained in continuous, satisfactory and effective operation by the owner at his expense.

13.08.050 Prohibited discharge.

A. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

- (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to the cyanides in excess of two milligrams per liter as CN in the wastes as discharged to the public sewer;
- (3) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
- (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole milk, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

B. No person shall discharge or cause to be discharged the following substances, materials, waters, or wastes if it appears likely in the opinion of the public works director that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the public works director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction in the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- (1) Any liquid or vapor having a temperature higher than one hundred forty degrees Fahrenheit)
- (2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two and one hundred fifty degrees Fahrenheit (zero degrees and sixty-five degrees centigrade);
- (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower and approval of the public works director;
- (4) Any waters or wastes containing strong acid, iron pickling wastes or concentrated plating solutions whether neutralized or not;
- (5) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage

treatment works exceeds the limits established by the public works director based on Department of Ecology Standards for such materials;

(6) Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the public works director as necessary, after treatment of the composite sewage, to meet the requirement of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters;

(7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the public works director in compliance with applicable state or federal regulations;

(8) Any waters or wastes having a pH in excess of 9.5;

(9) Materials which exert or cause:

(i) Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime, slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate),

(ii) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions),

(iii) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works,

(iv) Unusual volume of flow or concentration of wastes constituting "slugs" as defined in this chapter,

(v) Unusual suspended solids, concentration in such quantities as to constitute a significant load on the sewage treatment works;

(10) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

(11) In general any toxicant as defined in this chapter.

13.08.055 Unlawful disposal or discharge.

A. It is unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of the city any human or animal excrement, garbage or other objectionable waste. This section is not to be construed as an animal control measure.

B. It is unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

C. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

D. No plumbing fixtures shall be connected to the city sewer system except through a water-seal trap, and no plumbing shall be used that because of its design or condition is considered unsanitary by the Public Works Director or his designee.

13.08.060 Right of inspection by officials.

The Public Works Director or his designee shall have the privilege of entering upon private property at any reasonable hour for the purpose of ascertaining if plumbing and private sewers conform to the requirements of this chapter.

13.08.065 Side sewers.

A. Side sewers shall provide a single service. Each individual single-family, duplex, and triplex unit shall have its own side sewer. Subject to the approval of the Public Works Director or designee, a six inch stub out can be located on a lot to serve no more than two single-family residences or one duplex provided that each residence or unit is served with its own four inch side sewer from the stub. Four-plex and larger multi-family buildings, as well as other non-residential buildings shall have one side sewer per building.

B. Side sewers shall be installed in accordance with the City's most current Water and Sewer Engineering Standards and the UPC as adopted by the City of Sultan.

C. A side sewer shall be stubbed to the property line of all existing lots with sewer clean outs installed at time of building when a new main is installed in front or alongside of existing properties.

D. The City of Sultan shall be responsible for the maintenance of the main line sewer. The property owner(s) served by the lateral side sewer shall be responsible for any maintenance and repairs of the lateral side sewer from the connection with the main line sewer to the building, including repairs in the public right-of-way or sewer easement. In the case of shared side sewers, ownership shall be equally divided between users for any common assemblies

13.08.068 Manholes.

A. With special Public Works Director permission and under written agreement, a user may use a city manhole for dumping septage for a fee and under conditions set forth in such agreement. The Public Works Director or their designee may impose a fee and establish conditions appropriate to compensate for the utilization of the city's sewerage system. The Public Works Director may preclude such dumping if at any time they feel that such will impair the city's sewerage system in any way.

B. When required by the public works director, the owner of the property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with standards and plans established and approved by the public works director. The manhole shall be maintained by the property owner at his expense, and shall be maintained by him so to be safe and accessible at all times. The manhole and equipment shall be purchased and installed by the property owner at his expense. With inspections of said SSMH at time of construction and periodically as long as it is in use.

13.08.069 Substance interceptors.

A. Grease, oil, sand, heavy metals, or such other needed interceptors shall be provided when, in the opinion of the public works director or their designee, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. Such interceptors shall be of a type and capacity approved by the public works director and shall be located as to be readily and easily accessible for cleaning and inspections.

B. All substance interceptors and grease traps shall be properly installed, maintained and operated by the user at the user's expense. The pretreatment facilities shall be kept in continuous operation at all times, and shall be maintained to provide efficient operation.

C. Cleaning must be performed by a service contractor qualified to perform such cleaning, or in a manner approved by the City. All material removed shall be disposed of in accordance with all state and federal regulations. All waste removed from such facilities shall not be disposed of in the sanitary or storm sewer. Furthermore, the use of hot water, enzymes, bacteria, chemicals or other agents or devices that cause the contents of a pretreatment device to be discharged into the sanitary sewer system is prohibited.

D. Records of maintenance shall be made readily available on-site to the City for review and inspection, and must be maintained for a minimum of five years. All maintenance records shall be submitted on a routine basis for businesses whose operations are known to generate high levels of harmful ingredients or who have failed in the past to properly maintain their pretreatment facilities and fail to produce a discharge quality in compliance with the City's requirements.

E. Screens approved by the city public works Director or their designee shall be installed, operated and maintained by and at each and every industrial plant connected to the sanitary sewage system, to screen any coarse solids from the industrial waste before it is discharged to the industrial sewer.

13.08.070 Defective plumbing or private sewer – Notice to owner – Action by city.

Whenever any plumbing or private sewer is found defective or so out of repair as to be unsanitary or likely to become so, the Public Works Director or their designee shall notify the owner or his agent in writing to make suitable alterations or repairs; and if such notice is not complied with within 10 days, the city may make such repairs and shall have a lien against the property for the cost. The sanitary side sewer from the main line to the residence is responsibility of the property owner.

13.08.100 Permission required to excavate or build upon city sewer system.

No person shall excavate for any purpose near any part of the city sewer system in such way as to endanger the same; nor build any foundation or structure over or near any sewer or appliances used to operate the sewer system without permission of the Public Works Director or their designee.

13.08.110 Violation – Penalty.

A. Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage occasioned the city by reason of such violation.

B. Compliance with the terms and conditions of this chapter constitutes minimum health, sanitation and safety provisions and material; noncompliance with said terms and conditions constitutes a public nuisance and may be abated as such, in addition to any other criminal, civil and equitable remedies that may be available including disconnection of city water furnished to the premises until such time that the violation is abated.

C. If the owner, agent or occupant fails, neglects or refuses to comply with this chapter, the city may, by and through the public works director or designee, cause the required work or improvement to be done as an alternative, or as an additional remedy to the penal provisions of this chapter. The cost of such work or improvement shall be assessed against the property and the amount thereof shall become a lien upon the premises, which may be collected either by foreclosure of said land, or by a suit against the owner or occupant of said premises, maintained in the name of the city, as plaintiff, in any court of competent jurisdiction.

D. Any person who shall violate or fail to comply with any provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine in any sum not exceeding five hundred dollars or by imprisonment for a term not exceeding ninety days, or by both fine and imprisonment.

Any person violating any provision of this chapter shall be deemed guilty of an unlawful act and will be punished according to (Ordinance ____, 2016) and addressed in the most current fee schedule.

Section 4. Chapter 13.12 of the Sultan Municipal is hereby amended to read as follows:

Chapter 13.12

WATER

Sections:

- 13.12.010 Purpose.
- 13.12.020 Application for Connection.
- 13.12.025 Ownership of Lines.
- 13.12.030 Contract Provisions.
- 13.12.040 Voluntary discontinuance.
- 13.12.050 Payment responsibility.
- 13.12.055 Connection to Sewer System.
- 13.12.060 Rights of entry.
- 13.12.065 Water Meters.
- 13.12.070 Unlawful interference or tampering with system unlawful – Penalty.
- 13.12.075 Fire Hydrants.
- 13.12.080 Establishment of fees and charges.
- 13.12.085 Maximum Distance for Water Service Connections.
- 13.12.090 Responsibility.
- 13.12.095 Developer Installed Water Service Connections.

13.12.100 Vandalism.

13.12.010 Purpose.

This chapter sets forth uniform requirements for users of the water system operated by the City of Sultan. This chapter shall apply to all users of the City of Sultan water system.

13.12.020 Application for Connections.

A. Any person desiring to have a premises connected with the water system of the City of Sultan shall make application therefor at City Hall.

B. Applications therefor shall be made upon the form furnished for that purpose. The application shall contain the address of the owner, service address of the premises where such water supply is desired, tax parcel number of the service address, and shall fully state all the purposes for which the water is to be used, the number of family units to be supplied, the size of the service pipe, the location and size of the meter, and shall be signed by the owner of the premises to be served or his duly authorized agent. Tenants, as such, are not considered agents of the owner and without specific written authority from the owner placed on file with the city and at the time of the application, no application for water service by a tenant will be considered or processed. At the time of filing such application the applicant shall pay the fees for installation of water service hereinafter provided.

C. The application shall contain a contract on the part of the person making the same to pay for the water applied for.

D. No such application shall be deemed accepted or granted by the city, and no vested rights to utility service shall accrue, unless all prerequisites for approval, as specified by ordinance or resolution are complied with in full and to the satisfaction of the city.

E. Following approval by the city, the applicant shall pay all required fees and charges. No utility connections shall be made until all fees and charges are paid in full. If the application is for both water and sewer, all fees and charges must be paid for both utilities before either one is connected. Impact fees only may be deferred based on statute in the SMC Development Code.

F. No person supplied with water from the city mains will be entitled to use it for any other purpose than those stated in the application, or to supply in any way other person or persons or families.

13.12.025 Ownership of Lines.

The city owns all utility lines constructed by it or conveyed to it. All lines constructed within the city limits and in the City of Sultan Water System shall be constructed to city standards. City ownership shall include all water mains and side service between the main and the water meter. Side service lines between the water meter and the customer belong to the customer. All main lines constructed as part of any development or building project shall be conveyed to city ownership, along with easements for access for maintenance, repairs and upkeep. The city reserves the right to require upgrades and improvements to any main lines that were not built to city specifications. The city shall have no maintenance, repair, or replacement obligation with respect to lines which it does not own.

13.12.030 Contract Provisions.

A. The contract shall specify the rate and manner in which water shall be paid, and shall reserve to the City of Sultan the right to charge and collect the rates and enforce the penalties

provided for in this chapter, in the manner herein provided, to change the rates at any time by ordinance, to temporarily discontinue the service at any time without notice to the consumer, and shall specify that the contract is subject to all the provisions of this chapter, and of any ordinance of the City of Sultan relating to the subject, hereafter passed, and shall provide that the city shall not be held responsible for any damage by water or other cause resulting from the defective plumbing or appliances on the premises supplied with water, installed by the owner or occupants of the premises, and shall provide that in case supply of water shall be interrupted or fail by any reason, the city shall not be held liable for damages for such interruption or failure, nor shall such interruptions or failures for any reasonable period of time be held to constitute a breach of contract on the part of the city or in any way relieve the consumer from performing the obligations of his contract.

B. All contracts shall take effect from the day they are signed and rates shall be charged from the day the premises are connected with the city's water supply.

C. In the event of a disputed account, the owner of the premises must tender the basic fee charged per month and if such tender is received by the city prior to the water service being shut off, the city shall not refuse service to the premises until suit has been entered by the city and judgment entered in the case.

13.12.055 Connection to system.

(1) Unless otherwise provided by this title, any premises that is connected with and uses the city sewer system shall also be connected with the city's water system, and shall use water there from in its use of the city's sewer system.

(2) The owner of any property within the city limits which is not connected to city water service shall be required to extend the water service, and to connect to the same for all occupied structures on that property under any of the following circumstances: Upon construction of a building or structure which is designated for occupancy; or

- a) Upon construction of any additions, alterations or repairs within-in any 12 month period which exceed 50 percent of the value of an existing building or structure which is designed for occupancy; or
- b) Upon any change in the occupancy classification of an existing building or structure on the property; or
- c) Upon the failure of the on-site sewage disposal system on the property; or
- d) As a condition of approval for any new land division, including but not limited to subdivision, short subdivision, and binding site plan.

(3) The extension of water service is required as outlined in subsection (1)(a) through (e) of this section unless one of the following exceptions applies:

- a) An alteration, expansion, or replacement of an existing structure which does not require the installation of additional fixtures; or
- b) The structure, consistent with the requirements of the International Building Code (IBC) as adopted by the city, lawfully incorporates no plumbing fixtures; or
- c) The property qualifies for a new water well pursuant to SMC 16.16.047.

13.12.060 Rights of entry.

The public works director or representative shall have free access at all reasonable hours to building premises to which water service is rendered for the purpose of inspecting the same and also for the purpose of exercising the right of water shutoff, either personally or by other employees or contractors of the city, in the event such account becomes delinquent. (Ord. 1044-09 § 4; Ord. 435, 1983; Ord. 346 § 6, 1976)

13.12.065 Water Meters

The consumption and use of all water taken from the city water system shall be metered at each individual connection. Water meters shall meet the specifications of the city and shall be the property of the city utility system. Individual water meters shall be required for each detached single-family residence. A master meter may be used for duplexes, multiple-family dwellings, condominiums and mobile home parks where there is a single ownership or centralized administration. Water meters shall be required for each commercial, industrial and public facility connection. All water meters shall be directly accessible at all times by city employees.

13.12.070 Unlawful interference or tampering with system unlawful – Penalty.

Every person who willfully damages, interferes or tampers with the water system of the city, or who makes an unauthorized connection thereto, or who turns water service on or off from a premises without permission from the public works director or representative shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$250.00 nor more than \$1,000 in addition to all outstanding water service charges.

13.12.075 Fire Hydrants

A. Fire hydrants meeting city specifications shall be installed on all extensions of the city water system at the time such extensions are constructed. All hydrants shall be owned and maintained by the city. The location and frequency of fire hydrants shall be specified by the Water Engineering Standards and fire department.

B. No person shall plant any vegetation, erect any structure or perform any action which results in obstructing the view of the fire hydrants for a distance of 50 feet. The owner and/or occupant of any area in which a hydrant is located shall be responsible for removing weed and tree growth from around the hydrant for a distance of not less than 10 feet.

13.12.080 Establishment of fees and charges.

A. Water rates shall be set by separate ordinance and included as an attachment to the annual fee schedule adopted by the city council.

B. Water General Facilities Charge.

1. Water general facilities charge shall be assessed at time of application for a new connection to the Sultan water system or at time of expansion or change of use of a facility when the water usage is expected to increase.

2. A general facilities charge shall be as established by the city council by separate ordinance. The amount set by such ordinance shall be the amount paid per equivalent residential unit (ERU).

a. Single-family residences will be charged for one ERU.

b. Accessory Dwelling Unit (ADU) will be charged for one ERU.

i. Attached Unit. No separate charge and included in the residential per unit cost of the principal use.

ii. Detached Unit. Fifty percent of an equivalent residential unit.

c. ERUs for new multifamily and commercial customers shall be based on the size of water meter needed to supply the customer's calculated peak demand.

d. ERUs for Public and Private Parks, Recreational and Open Space Areas or Facilities. Based upon the size of the water meter needed to supply the facility's peak calculated water demand.

e. Nonprofit Social Service Agencies. Exempt from all or a portion of the commercial connection charge as determined by the public works director to reflect the mission of the agency to provide assistance to the poor, elderly, or disabled.

f. In no case shall the ERU amount be less than one.

Meter Size	ERU
5/8 x 3/4 inch	1
1 inch	1.5

1-1/2 inches	2
2 inches	2.5
3 inches	4
4 inches	5.5
6 inches	8
8 inches	10.5

B. Permits. All necessary right-of-way use permits and easements must be obtained by the property owners before water service can be connected.

C.

13.12.85 Maximum Distance for Water Service Connections.

The length of any water service connection owned by the city (i.e. the line between the water main and the water meter), and the length of private water lines (i.e. the length between the water meter and the building) shall be subject to approval of the utility department.

13.12.090 Responsibility.

A. All extensions of city mains to serve new customers or areas outside the corporate limits of the city shall be laid at the expense of the person or persons requesting such extensions in writing.

B. The owner of any service connections shall be responsible for damage to meters serving the premises due to willful or careless injury and shall be charged for repairs to meters caused by such damage.

C. It shall be unlawful for any person willfully to place any automatic sprinkling device or willfully place or hold any hose in such a position or manner that water there from falls on any person while on any public street or sidewalk.

D. The city reserve the right at any time, without any notice, to shut off the water supply for repairs, extensions, nonpayment of rates, or any other reason, and the city shall not be responsible for any damage, such as bursting boilers supplied by direct pressure, the breaking of any pipes or fixtures, stoppages or interruption of water supply, or any other damage resulting from the shutting off of water.

E. Water mains and service lines from the main to individual meters are the responsibility of the City of Sultan. Water meters are the sole ownership of the city and shall not be turned on/off except by authorized city personnel. Service lines from the meter to the premises are the responsibility of the land owner and will not be maintained or repaired by the city.

13.12.095 Developer-Installed Water Service Connections.

A developer may install his own water service connections, including the meter box (but excluding the meter); provided, that it complies with all specifications of the city. In cases of new subdivisions, the developer shall install all water service connections. Installation of service connections shall be coincident with the installation of the water main. Service connections shall be shown on a water extension drawing and shall be subject to approval by the utility department. Service connections shall be conveyed to the city as a condition of obtaining water service.

13.12.100 Vandalism.

A. It shall be unlawful for any person, unless duly authorized by the public works director, to disturb, interfere with, or damage any water main, water pipe, machinery, tools, meters, or any other appliances, buildings, or grounds belonging to, connected with or under the control of the municipal water system of the City of Sultan; provided, however, that this prohibition shall not prohibit a resident from shutting off water to the premises at the meter in the event of an

emergency and turning said water on when the emergency is corrected. Said actions, if undertaken by the resident or his agent, shall be done with due care and caution and shall not relieve said person from any liability for damage caused to the water meter or other property belonging to the City of Sultan in the event of their negligence.

B. No person, except as duly authorized by the public works director, shall turn on, turn off, unlock, change meter reading or cause stoppage of reading, any water meter belonging to the city.

C. It shall be unlawful for any person, except when duly authorized by the public works director, to open, operate, close, turn on, turn off, interfere with, attach any pipe or hose to or connect anything with any fire hydrant, stop valve or stopcock belonging to the city.

D. It shall be unlawful for any person to obstruct the access to any fire hydrant or to willfully or carelessly injure the same or to open or operate any fire hydrant, or attempt to draw water there from, except in the performance of official duties.

E. It shall be unlawful for any person to trespass, to bathe in or throw any substance into any reservoir, water tank, or impounding dams of the municipal water system of the City of Sultan.

F. If any persons shall fail, neglect or refuse to comply with this section, the city may shut off water and/or remove the meter furnished to the premises of the one so failing, neglecting or refusing and may charge a fee as established by council resolution for disconnection, reconnection and/or meter removal and reinstallation.

Section 5. 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 6. 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 _____, 2016.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

Amy Mill, City Attorney

Passed by the City Council:

Date of Publication:

Effective Date:

CITY OF SULTAN
COUNCIL AGENDA
COVER SHEET

ITEM: Discussion D-1
DATE: August 25, 2016
SUBJECT: Sultan Sign Code
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

At the August 11, 2016 meeting, the Council requested staff provide copies of the current sign code for discussion during the August 25, 2016 Council meeting.

A Copy of SMC Chapter 22.06 is attached.

Chapter 22.06 SIGN STANDARDS

Sections:

- 22.06.010 Purpose.**
- 22.06.020 Definitions.**
- 22.06.030 Sign classifications and permitted signs.**
- 22.06.035 Portable signs.**
- 22.06.040 Application and permits.**
- 22.06.050 Design and construction standards.**
- 22.06.060 Structural requirements and sign design.**
- 22.06.070 Sign variance procedure.**
- 22.06.080 Nonconforming use and discontinuance of use.**

22.06.010 Purpose.

The purpose of this chapter is to establish sign regulations that are intended to:

- A. To promote and protect the general public health, safety, welfare, and aesthetics of the community by regulating existing and proposed signs.
- B. Promote the community's appearance by regulating the number, design, character, location, type, and quality of materials, scale, illumination and maintenance of signs to maximize their positive visual impact.
- C. Promote the effective identification of businesses while maintaining an attractive and inviting cityscape.
- D. Promote signs that identify uses and premises without confusion.
- E. Reduce possible traffic and safety hazards through good signage. (Ord. 806-03 § 1)

22.06.020 Definitions.

For the purpose of this chapter, the terms set out in this section shall have the meanings indicated:

1. "Abandoned sign" is a sign which represents or displays any reference to a business or use which has been discontinued for more than six months or for which no valid business license has been issued by the city.
2. "A-board, sandwich board, and similar signs" means small type signs, either single or double face, portable or permanently installed, upon which is generally placed advertising copy denoting products being offered upon the premises on which such signs are placed.

3. "Advertising copy" means any letters, figures, symbols, logos, trademarks or similar devices which identify or promote the sign user or any product or service; or which provides information about the sign user, the premises, the building or the products or services available.
4. "Animated sign" means a sign which contains wind, electronic, or mechanically operated moving parts or which flashes or simulates motion by the use of electric lights.
5. "Awning – retractable" means a hood or cover projecting from, but not a permanent part of, an exterior wall of a building and supported by that wall and that is collapsible, retractable, or capable of being folded against the face of the supporting building.
6. "Awning – fixed" means a hood or cover projecting from, but not a permanent part of, an exterior wall of a building and supported by that wall, and is held in place with rigid frames and covered with a flexible material.
7. "Banner" means a temporary sign made of cloth, fabric, paper, and non-rigid plastic or similar types of material and displayed from a building or structure.
8. "Bench sign" means any sign which is painted or affixed to any portion of a bench and shall be no larger than the area reasonably necessary to accommodate a functional bench.
9. "Billboard" means a preprinted or hand painted changeable advertising copy sign which directs attention to businesses, commodities, services, or facilities which are not primarily sold, manufactured, or distributed from the property on which the sign is located. The term "billboard" includes both the structural framework which supports a billboard and any billboard faces attached thereto.
10. "Canopy" means any structure, other than an awning, made of cloth or metal with metal framework attached to a building or carried by a frame supported by the ground.
11. "Campaign/political sign" is a noncommercial temporary sign displaying a message relating to a candidate, political party, or public issue.
12. "Changeable copy/message sign" means a sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature and date sign, message center or reader board where different copy changes of a public service or commercial nature are shown on the same lamp bank.
13. "Change" means a change of a sign which consists of relocating the sign, or replacing 25 percent or more of the advertising copy or sign face and structural material in the sign. Normal maintenance is not a change which requires a permit.

14. "Commercial sign" means a sign displayed for the purpose of identifying a commercial use, or advertising any good, product, service, business, or other enterprise that is regularly offered for trade or sale.

15. "Directional sign" means a sign permanently erected and permitted by the city or state which serves solely to designate the direction to or location of any place, area, or to direct and regulate traffic. "Directional sign" also means a sign providing notice about the time and place of regular civic meetings and religious activities and services. "Directional sign" also means a sign which has only information (informational directional sign) on exit and entrance or parking and contains no form of advertising copy, or the name of the advertiser, is not greater than four square feet in area and does not exceed three feet in height.

16. "Display sign" means a case or cabinet or other device having a window or transparent material and which is either freestanding or mounted on the exterior of a building structure.

17. "Electrical sign" means a sign or sign fixture in which electrical wiring and connections for fixtures are used as part of the sign.

18. "Existing sign" means a sign in existence prior to the enactment of this chapter.

19. "Exterior/wall sign" means a sign attached to and supported by a wall or facade of a building or structure, with the exposed face of the sign parallel to the wall or facade and extending no more than 18 inches from the wall or facade. Any sign placed behind glass, or affixed to a window of a building and located in such a manner as to have an obvious intent to capture interest of persons outside the building, shall be considered a wall sign and shall be treated in the same manner.

20. "Facade" means the entire building front or the street sidewall of a building from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.

21. "Flashing sign" means an illuminated sign which changes intensity of lighting and/or switches on and off in a constant pattern or in which lighting is not maintained stationary and with constant intensity and color.

22. "Freestanding sign" means an exterior sign which is self-supported by use of poles, uprights, or braces in a fixed location, and in or on the ground, and is not attached to a building, but not including A-board or sandwich board signs.

23. "Frontage – primary" means as follows:

- a. In a building containing only one business, primary frontage shall be the width of that side of the building which contains the main public entrance to that business.

b. In a building containing more than one business, all of which businesses have their main public entrances on the same side, primary frontage shall be the width of that side of the building which contains those public entrances.

c. In a building containing more than one business, where those businesses have their main public entrances on more than one side of the building, each side shall constitute a primary frontage. Each primary frontage shall be the width of that frontage.

24. "Frontage – secondary" means as follows, in a building containing one or more businesses, and having all main public entrances on one side, one secondary frontage may be designated by the building owner. That frontage shall be the width of that side of the building as designated.

25. "Gas station price sign" means a sign advertising the price of fuel and containing no other business advertising.

26. "Gateway sign" means a sign posted and displayed by a governmental agency on city-owned property or right-of-way for the purpose of promoting community events, tourism, and shopping opportunities in and around the city of Sultan. Gateway signs are not considered off-premises signs under this title regardless of the content of the gateway sign.

27. "Governmental sign" is a sign posted and displayed by a governmental agency that is necessary to protect and regulate the public health and safety. Governmental signs include traffic signs, directional and informational signs for public health and safety facilities and public safety warning or hazard signs.

28. "Grade" means the elevation as measured at relative level from the top-of-curb or center of the street, whichever is greater in the immediate vicinity of the sign.

29. "Ground sign" means a type of freestanding sign which is erected on the ground and which contains no free air space between the ground and top of the sign.

30. "Hanging sign" means a sign suspended from an awning, canopy, or marquee.

31. "Identification sign" means a sign limited to the name, address, and number of a building, institution, or person or activity carried on in the building.

32. "Incidental sign" means a small information sign not exceeding four square feet in area indicating goods, services, products, credit cards, hours of operation, or facilities which are available on the premises and is primarily intended for the convenience of the public.

33. "Illegal sign" is a sign which was erected without first complying with all ordinances and regulations in effect at the time of its erection and use.

34. "Illuminated sign" means a sign designed to give forth an artificial light, or designed to reflect light from an external source.

35. "Illumination – external" means an exterior lighting source located away from a sign which lights the sign, but is not readily visible.

36. "Illumination – internal" means a light source concealed or contained within the structure which becomes visible in darkness through a translucent surface.

37. "Joint use sign" means a sign which is designed and constructed to be used by more than one business.

38. "Mansard roof sign" means signs which are structurally incorporated into a sloped roof or roof-like facade architecturally capable of being treated as a building wall.

39. "Marquee" means a permanent roof or hood structure attached to, supported by, and projecting from a building over the public right-of-way or public place. It provides protection from weather elements, but does not include a projecting roof.

40. "Mural" is a picture painted directly on a building, or to surfaces mounted on the building, or its appurtenances.

41. "Multiple tenants building" means a single structure housing more than one retail business, office or commercial venture.

42. "Noncommercial sign" means a sign which is devoted to religious, charitable, cultural, political, artistic, governmental or educational messages, and that is not primarily associated with a good, product, or service offered for sale or trade. Noncommercial signs include, but are not limited to, signs advertising incidental and temporary commercial activities conducted by governmental agencies, schools, churches, and nonprofit civic or service clubs, and residential property owners and tenants.

43. "Nonconforming" means a sign or sign structure legally erected prior to this code that does not conform to the provisions as contained in this chapter.

44. "Obsolete sign" means a sign advertising a business no longer conducted or product no longer sold.

45. "Off-premises or remote sign" means a sign, including a billboard, which is not located on the property where the business depicted by the sign is located, and which is not directly related to the use or activity operated on the site of the sign.

46. "On-premises sign" means a sign which displays only advertising copy strictly incidental to the lawful use of the premises on which it is located and shall, depending upon the zoning district in which it is located, contain any of the following:

- a. The name of the owner, occupant, management, or firm occupying the premises;
- b. The address and use;
- c. The kind or name of the business and/or the brand name of the principal commodities sold or produced on the premises;
- d. Other information relative to a service or activity involved in the conduct of the business (also includes owner identification or business sign). Any commercial or noncommercial sign which advertises or relates to a good, product, service, place, thing, event, or meeting that is lawfully offered, sold, traded, provided, located or conducted at the location upon which the sign is posted or displayed.

47. "Permanent sign" is a fixed or portable sign intended for continuous use or intermittent display for periods exceeding 60 days in any calendar year.

48. "Pole sign" means an exterior sign which is self-supported by use of a single supporting structure or single pole, in a fixed location, and in or on the ground, and is not attached to a building.

49. "Portable sign" means any sign which is readily capable of being moved or removed, whether attached or affixed to the ground or any structure, that is designed, constructed, and typically intended for temporary display. Portable signs include, but are not limited to:

- a. Signs posted or displayed upon a movable chassis or support with or without wheels;
- b. A-frame signs;
- c. Wooden, cardboard, metal, or plastic "stake" or "yard" signs;
- d. Posters or banners affixed to windows, railings, overhangs, trees, hedges, or other structures or vegetation;
- e. Signs mounted on vehicles parked and visible from the public right-of-way, except signs mounted upon vehicles that are being primarily used for normal day to day commercial or noncommercial transportation purposes, and not primarily for advertising or display purposes, and except for signs advertising for sale the vehicle upon which the sign is posted;
- f. Searchlights;

g. Balloons or inflatable signs over 24 inches in diameter and similar devices of a carnival nature.

50. "Projecting sign" means a two-sided sign projecting more than 15 inches from a structure or building which is supported by a wall of the structure.

51. "Real estate sign" means a temporary sign erected by the owner or his agent advertising the real estate upon which the signs are located for rent, for lease or for sale.

52. "Roof sign" means a sign erected upon or above the parapet of a building or structure. Mansard roof signs shall not be included.

53. "Sign" means any communication device, structure, fixture, illuminated or non-illuminated, which is visible from any public right-of-way, and using graphics, pictures, symbols or written copy, that is intended to direct attention to and to promote the sale of products, goods, services, events, or to identify a building.

54. "Sign area" means the entire area of the structure on which advertising copy is to be placed. It shall include the total height and width of the structure. Sign supporting structures which are part of the sign display shall be included in the area rectangle. Architectural embellishments and decorative features which contain no written or advertising copy shall be included in determining the sign area. Where a sign is affixed to or otherwise displayed on a structure which is not in itself a sign, such as a wall, marquee, canopy, or awning, the sign area shall be a rectangle formed by the greatest height and width of the advertising copy. The area of all ground signs shall be measured by determining the sum of the area of the advertising copy as noted above, and that portion of the sign structure which exceeds one and one-half times the area of the sign face.

55. "Sign face" means the area of display surface used for the message.

56. "Sign height" means the vertical distance measured from the adjacent street grade or upper surface of the nearest street curb, other than elevated roadways, which permits the greatest height to the highest point of the sign.

57. "Sign package review" means a process by which building design, commercial development design, and signs are integrated into one architectural set of plans that are submitted for planning review and/or building permits.

58. "Special event sign" means a sign that displays information concerning a special event, festivals, carnivals, grand openings, or annual sales occurring no more than twice within any 12-month period.

59. "Temporary sign" is an allowed portable sign intended for short-term use, not to exceed 60 days in a calendar year.

60. "Window sign" means a sign affixed to a window for advertising purposes. (Ord. 1202-15 § 1; Ord. 806-03 § 1)

22.06.030 Sign classifications and permitted signs.

A. Exempt Signs. The following types of signs and devices shall be exempt from the permit requirements of this chapter; provided, that all applicable standards or conditions are met:

1. Political signs; provided, that such of these signs that relate to a particular election shall be removed no later than 10 days after the election to which the signs pertain and do not exceed 32 square feet in area.
2. Flags, pennants or insignia of nations, or an organization of nations, states or cities, or fraternal, religious and civic organizations or any educational institutions except when such flags are used in connection with a commercial promotion or as an advertising device.
3. Placards, banners, pennants, merchandise, pictures or models of products or services incorporated into a window display.
4. Works of fine art and painted murals which in no way identify a product or business and which are not displayed in conjunction with a commercial enterprise, which enterprise may benefit or realize direct commercial gain from such display.
5. One nameplate per public entrance per business of no more than two square feet per face which is suspended under a canopy or mounted on the face of the building.
6. Temporary decorations or displays clearly incidental and customary and commonly associated with national, local or religious holiday celebrations if erected entirely on private property and not displayed for a period of more than 10 days (40 days for the Christmas/New Year holiday) coinciding with that holiday; provided, however, there shall be no flashing lights permitted in commercial areas.
7. Signs not visible beyond the boundaries of the lot or parcel upon which they are located or from any public thoroughfare or right-of-way.
8. Traffic and other official signs of any public or governmental agency.
9. Commemorative plaques and historical site or structure signs.
10. Billboards signs located on the outfield fence of the Mariner's Field located at the Sultan High School.

11. Special event signs; provided, that all of the following conditions are met:

- a. The promoter of the event or grand opening shall have met with the city to obtain approval for the proposed sign(s) to ensure they fall within the definition of a special event sign.
- b. No such sign shall include moving parts or flashing lights.
- c. No such sign shall create a hazard.
- d. No such sign shall be erected or displayed more than 30 days before the special event or grand opening it announces or 14 days thereafter.
- e. All such signs shall be removed within 14 days following the conclusion of the special event or grand opening.

12. Temporary, non-illuminated real estate signs, limited to one in all residential zones, and not exceeding six feet in area per sign face.

13. Temporary, non-illuminated construction signs, limited to one sign in residential areas, not exceeding 32 square feet in area per face; and two signs in commercial and industrial zoning district, not exceeding 32 square feet in area per face per street frontage.

14. Real estate directional signs in all zoning districts not exceeding six square feet in area per face or four feet in height.

15. Gateway signs; provided, that all of the following conditions are met:

- a. All messages are compliant with design standards and policies regarding content and length of display as established by the planning department;
- b. All fees for such sign have been paid as set forth in the city of Sultan latest adopted fee schedule;
- c. No such sign shall include moving parts or flashing lights;
- d. No such sign shall create a safety hazard.

16. Any other signs expressing constitutionally protected forms of free speech.

B. Prohibited Signs. It is unlawful to erect or maintain:

1. Abandoned signs.

2. Signs which interfere with the view of traffic signs, signals or devices and approaching or merging traffic.
3. Animated signs. No sign shall be animated, revolve or rotate either mechanically or by illumination, except the movement of the hands of a clock, electronic message displays, and barber poles.
4. Signs which are significantly distracting to vehicle operators, such as those containing flashing, moving or intermittent lights, or signs with a concentrated light source or reflecting frames or surface(s) of such intensity or glare that it may create a safety hazard to motorists or pedestrians.
5. Signs erected, maintained, or painted upon trees, rocks, or other natural features.
6. Signs which are structurally unsafe, or improperly maintained or otherwise in violation of the Uniform Building Code, other city ordinances, and state codes.
7. Private signs on utility poles as prohibited by RCW 70.54.100.
8. Pinwheels, twirlers, propellers, and flashing or blinking lights; flares.
9. Portable temporary signs of the following types:
 - a. Signs posted or displayed upon a movable chassis or support, with or without wheels.
 - b. Posters outside of the business establishment.
 - c. Signs mounted upon vehicles as specified in SMC 22.06.020(49) of the definition for portable signs, of a commercial nature.
 - d. Searchlights.
 - e. Inflatable signs and balloons over 12 inches in diameter, and similar devices of a carnival nature.
 - f. Billboards.
 - g. Signs which by reason of their size, location, movement, content, shape, coloring or manner of illumination obscure, imitate, or may be confused with lawfully posted governmental signs such as traffic control signs, signals, or devices.
10. Signs in dilapidated or hazardous condition.
11. Roof signs.

C. Permitted Signs.

1. Signs in the residential districts (low/moderate density (LMD), moderate density (MD), and high density (HD)) may include and shall be limited to the following:

- a. No off-premises signs are permitted except for real estate directional signs in conjunction with subsection (C)(1)(b) of this section.
- b. Real estate signs shall be limited to one per street frontage not exceeding six square feet in area per face or four feet in height.
- c. One identification sign per multifamily dwelling, manufactured home park, and subdivision, not exceeding 25 square feet in area per face, provided it has only indirect illumination and does not exceed a height of five feet.
- d. One identification sign per public or semi-public use provided such sign does not exceed 35 square feet in area per face or five feet in height and has only indirect illumination.
- e. Conditional uses within the above zoning districts may be allowed one wall or ground sign, as part of the conditional use approval process (Chapter 21.04 SMC), providing the size of the sign does not exceed 25 square feet in area or five feet in height and has only indirect illumination.
- f. Home occupation or commercial nameplate identification signs, or combination nameplate and street identification signs, not exceeding four square feet. Signs larger than four square feet shall be allowed if the owner can show burden of proof that site is unique and a larger sign is needed due to topography of property or access to site. No sign shall exceed eight square feet.
- g. Internally illuminated signs are prohibited.

2. Signs in the urban center (UC) zone may include and shall be limited to the following:

- a. Off-premises signs are prohibited.
- b. On-premises signs shall include wall signs, marquee signs, and projecting signs only. A mansard roof sign shall be considered a wall sign in this district. Projecting signs shall be limited to one per street frontage and shall not exceed an area of 25 square feet per sign face.
- c. Wall and marquee signs shall not exceed a total sign area of two square feet per lineal foot of building frontage; except that in no event shall the sign allowance for any one building be less than 60 square feet regardless of frontage.

d. Signs attached to marquees projecting over public property shall be constructed of noncombustible materials.

e. Wall signs and projecting signs shall be constructed of noncombustible materials, or wood of one-inch nominal thickness. Approved plastics may be used in the construction of electric signs.

f. One freestanding sign per business or complex may be permitted for properties with street frontage on Highway No. 2, provided the area of the sign does not exceed one square foot per lineal foot of street frontage not to exceed 150 square feet in area and not to exceed 20 feet in height.

g. Portable signs as defined in SMC 22.06.035.

h. Public directory/directional signs located in the public right-of-way, established by the city, not exceeding 25 square feet in area and eight feet in height.

3. Signs in the highway-oriented development (HOD) zone may include and shall be limited to the following:

a. Only on-premises signs are permitted, except that off-premises directional signs with a sign area of 40 square feet per face and eight feet in height, limited to four square feet of signage for each individual business or advertiser and outdoor advertising signs not exceeding 100 square feet in area per sign face and 20 feet in height are permitted.

b. Single-Tenant Building.

i. One freestanding sign with a total sign area of one square foot per lineal foot of street frontage not to exceed 100 square feet in area per sign face and 20 feet in height;

ii. A projecting sign may be used in lieu of a freestanding sign, but shall be limited to one-half of the area allowed for a freestanding sign on that frontage, and in no case shall exceed 36 square feet in area per sign face;

iii. Wall or marquee signs shall not exceed a total sign area of two square feet per lineal foot of building frontage, but at least 60 square feet of sign area shall be permitted, but each business in the complex/building shall be allowed at least 32 square feet in sign area regardless of their location or building frontage;

iv. Portable signs as stated in SMC 22.06.035.

c. Multi-building Complexes or Multitenant Buildings.

- i. One freestanding sign with a total sign area of one and one-half square feet of sign area per one foot of street frontage not to exceed 150 square feet in area per sign face and 20 feet in height;
- ii. There shall be not more than one freestanding or projecting sign per street frontage, except that if a complex has more than 300 lineal feet of street frontage, they shall be allowed one additional freestanding sign, not to exceed 100 square feet in area per sign face and 20 feet in height. The signs must be located at least 150 feet apart;
- iii. A projecting sign may be used in lieu of a freestanding sign, but shall be limited to one-half the area allowed for the freestanding sign on that frontage, and in no case shall exceed 36 square feet in area per sign face. A projecting sign and a freestanding sign shall not be permitted along the same street frontage;
- iv. The total allowable sign area for wall and marquee signs shall not exceed three square feet per lineal foot of building frontage, but each business shall be allowed at least 60 square feet regardless of the length of the building frontage;
- v. Changing message center signs or other similar electrically or electronically controlled sign with advertising are allowed;
- vi. Portable signs as stated in SMC 22.06.035.

4. Signs in the economic development (ED) zone may include and shall be limited to the following:

- a. Only on-premises signs are permitted except that off-premises directional signs with a sign area of 40 square feet per face and eight feet in height and limited to four square feet of signage for each individual business or advertiser and outdoor advertising signs with a sign area of 100 square feet per side are permitted.
- b. One freestanding sign shall be permitted with a maximum sign area of one square foot for each one foot of street frontage, not to exceed 50 square feet in area per sign face and 20 feet in height.
- c. One wall sign shall also be permitted, in addition to a freestanding sign, with a maximum sign area of one square foot for each one foot of building frontage, not to exceed 50 square feet in area. In lieu of a freestanding sign, one additional wall sign is permitted not to exceed 50 square feet in area.
- d. Portable signs as stated in SMC 22.06.035.

5. Notwithstanding anything to the contrary in this chapter, gateway signs are permitted in all zones and/or in the public right-of-way. (Ord. 1202-15 § 2; Ord. 1149-12 § 2; Ord. 806-03 § 1)

22.06.035 Portable signs.

Portable signs are permitted, subject to the regulations set forth below.

A. **Size and Height.** No sign shall exceed six square feet in area per face with a maximum height of three feet.

B. **Setbacks.** Portable signs shall maintain a 15-foot side yard setback in all districts and shall not obstruct traffic visibility at street, highway, or driveway intersections.

C. **Location.** Portable signs shall be located on the business premises advertised except in the UC (urban center) zone where they may be located 150 feet off the business premises provided the location does not create a hazard to pedestrian movement on the sidewalk, or the use of the adjacent street, including on-street parking spaces.

D. **Number of Signs Permitted.**

1. **Single-Tenant Building.** No more than one portable sign shall be allowed for each street frontage for any single-tenant building.

2. **Multi-building Complexes or Multitenant Buildings.** For multi-building complexes or multitenant buildings no more than one portable sign shall be allowed for each 50 feet of continuous street frontage; provided, that a minimum 25-foot separation must be maintained between signs.

E. **Anchoring.** All signs shall be anchored in a manner which both prevents the sign from being moved or blown over from its approved location and also allows for the prompt removal of the sign.

F. **Illumination.** No portable identification sign may be illuminated.

G. **Hazard.** No portable sign or associated apparatus shall be situated or used in a manner which creates a hazard to the public. The city retains the right to revoke any permit and to remove a portable sign that, in the judgment of the city officials, may create an accident or hazardous situation. The determination to remove a portable sign or revoke a permit for a portable sign may be appealed to the city council by filing a written request therefore within 10 days of the removal of the sign or the revocation of the permit. The permit shall not be restored, nor the sign replaced, until a determination by the city council has been made.

H. **Permit and Permit Sticker Required.** No portable sign may be installed or utilized without first obtaining a permit therefore from the city of Sultan building official. Applications for permits may

be made according to such procedures and upon such forms as may be established by the building official. A valid city-issued permit sticker shall be affixed to the sign in the location determined appropriate by the building official prior to installation of any portable sign. (Ord. 806-03 § 1)

22.06.040 Application and permits.

A. Permit Requirement. No sign governed by the provisions of this chapter shall be displayed, erected, relocated, or altered without first obtaining a sign permit. When such a permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of said permit without prior written approval from the building and zoning official.

B. Application for Permit. An application for a sign permit shall be made by the owner of the property or his authorized agent, except for political signs or other signs not requiring a permit. The permit application shall contain a legal description of the property where the sign is proposed to be located; the name, address, and telephone number of the owner or his/her authorized agent; the name, address, and telephone number of the sign installer/erector; the type of sign surface area, and value of the sign proposed; the signature of the applicant; a drawing to scale showing the design and location of the sign, and an indication as to the material to be used to construct the sign, its color, and how it is proposed to be affixed to the property; and any other pertinent information deemed necessary by the building and zoning official's office to ensure compliance with these standards.

C. Statement of Authorization. Any application for a sign permit that is signed by an individual other than the property owner shall be accompanied by a notarized statement of authorization consenting to the sign placement by the owner of record or, if the property or building upon which the sign to be located is leased, a copy of the executed lease shall accompany the application form. Off-premises signs shall require a notarized statement from the property owner authorizing the placement of the sign. (Ord. 806-03 § 1)

22.06.050 Design and construction standards.

A. Plans and Specifications. Plans and specifications for any proposed sign shall be prepared and submitted in triplicate to accompany the application. Such plans and specifications shall be drawn to scale and, at a minimum, include the following:

1. Sign dimensions;
2. Lot frontage on all public rights-of-way;
3. Maximum and minimum height of the sign, as measured from the finished ground floor grade;
4. The location of the sign in relation to property lines, public rights-of-way, easements, buildings, and any other existing signs on the property;

5. Dimensions of the sign's supporting members;
6. For illuminated signs, the type, placement, intensity, and proposed hours of operation;
7. All construction and electrical specifications, if any, of the proposed sign;
8. Lineal footage of building frontage;
9. Contact and number for dial-a-dig location;
10. For ground and pole sign footing and foundation details and specifications.

B. Existing Signs. The number, type, location, and surface area of all existing signs on the same property and/or building upon which the proposed sign is to be located shall be indicated.

C. Revocation of Permit. If the work involving the erection of any sign is found, upon inspection, to not be proceeding in accordance with the drawings and specifications contained in the sign permit application, and/or is proceeding in violation of these standards, or any other codes and laws of the city of Sultan, the owner or his/her authorized agent shall be notified of the violation in writing by the building and zoning official's office. If the owner or his authorized agent fails or refuses to make corrections within 15 working days of being notified, it shall be the duty of the building and zoning official's office to revoke such permit and serve notice upon such owner. It shall be unlawful for any person to continue with any work associated with sign erection/installation after such notice is issued.

D. Revocation of Permit for Nonuse. If work has not commenced within 90 working days from the date of the issuance of the sign permit, the permit shall become null and void. If construction of a sign has commenced under a sign permit, but is then suspended for a period of at least 60 working days, such permit shall become null and void. If any sign permit has been declared null and void and the owner, developer, or tenant decides to reinstate action on the construction/installation of the sign, it shall be necessary for him/her to reapply in writing for a new permit. All requests for extensions of the time limit and all approvals (or denials) for these requests shall be in writing.

E. Inspection. The building and zoning official's office may make or require any inspections of any sign construction or installation to ensure compliance with these standards and other pertinent laws. (Ord. 806-03 § 1)

22.06.060 Structural requirements and sign design.

A. Landscaping. The purpose of this subsection is to establish aesthetic standards that will lead to an attractive appearance along public rights-of-way through the use of landscaping.

1. A landscaped area shall be provided and maintained in a neat and orderly manner at the base of every freestanding or ground sign, in addition to any other required landscape standards.
2. Said landscaped area shall contain a minimum of one square foot for each square foot of sign surface area.
3. Real estate, permitted banners, and pennants, all permitted temporary signs, and political signs are exempt from this requirement.

B. Sign Locations.

1. No sign shall be attached to a gutter, drainpipe, or fire escape, nor shall any sign be installed that impedes access to a roof. No sign shall encroach into a means of egress as identified in the Uniform Building Code.
2. No sign shall be installed in any location where, by reason of its position, it will obstruct the view of any authorized traffic signal, sign, or other traffic control device.
3. No sign shall be attached to any public tree, utility pole, traffic sign device and restraining object.
4. All signs, except for political signs and temporary noncommercial social event signs, shall pertain to a permitted use on the property upon which they are installed.
5. No business, office, or industrial use shall have more than two signs per public right-of-way frontage.
6. There shall be a clearance of at least nine feet between the ground and the bottom of the sign and no sign shall overhang within two feet of the vertical projection of a public right-of-way or curb line in the urban center district.

C. Traffic Hazard. No sign shall hereinafter be erected, installed, operated, used, or maintained that:

1. Due to its position, shape, color, format, or illumination, obstructs the view of or may be confused with an official traffic sign, signal, or device.
2. Contains display lights resembling the flashing lights customarily associated with emergency situations, such as those used by police, fire, ambulance, or any other emergency vehicle.

3. Uses, in a manner which may confuse motor vehicle operators, the words "stop," "warning," "turn," or similar words implying the existence of danger or the need to stop or maneuver.
4. Obstructs the view of motor vehicle operators entering or exiting a public roadway from any parking area, service drive, or other thoroughfare.
5. Obstructs visibility at street intersections for motorists.
6. Is placed within the public right-of-way.

D. Compliance with Other Codes. All signs hereafter erected shall comply with all applicable provisions of all other codes as related to location, structural design, and construction.

1. All freestanding and ground signs erected within the right-of-way of State Highway No. 2 or within the required building setback areas of properties adjacent to State Highway No. 2 shall incorporate break away design standards into the design and construction of the sign(s) as recommended by the Washington State Department of Transportation.

E. Other Specifications.

1. No sign shall be erected or installed so as to obstruct any fire escape, require exits, or window or door opening intended as a means of egress from a building.
2. No sign shall be erected or installed that interferes with any opening required for ventilation.
3. No sign shall be erected or installed that creates a potentially unsafe situation because of its proximity to electrical conductors.
4. Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground facilities and conduits for potable water, wastewater, gas, fuel, electricity, or communications equipment or lines. The placement of any sign shall not interfere with any stormwater drainage facility or channel.
5. No visible angle or other supporting frame structure for the support of projecting, and/or canopy signs are prohibited except for structures designed to be an integral part of the sign.
6. Signs shall not contain more than three cabinets or modules. (Ord. 806-03 § 1)

22.06.070 Sign variance procedure.

A. The hearing examiner may approve or approve with modification the application for a variance from the provisions of the sign code if:

1. The applicant is unable to obtain signage consistent with this chapter due to special circumstances or conditions related to the size, topography, location or other physical characteristics of the premises, and that such special circumstances or conditions are not the direct result of the actions or omissions of the applicant. For purposes of this section, such special circumstances may include the proximity of the premises to any state highway, but shall not include proximity to local streets and roads.

2. The variance shall not constitute a grant of a special privilege inconsistent with the limitation upon signage and other uses of other properties in the vicinity and zone in which the property, on behalf of which the application was filed, is located.

3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and in the zone in which the subject property is situated.

B. A nonrefundable sign permit variance fee shall be collected at the time of application submittal. Fees will be set by resolution by the city council.

C. Any person aggrieved by the decision of the hearing examiner on a variance application shall have the right to appeal that decision to the Snohomish County superior court. (Ord. 806-03 § 1)

22.06.080 Nonconforming use and discontinuance of use.

A. A legal, nonconforming sign existing on the effective date of this sign code shall be allowed to continue in existence without abatement provided all of the following criteria are met:

1. The sign was lawfully constructed, erected, posted or displayed in full compliance with all development regulations and standards then in effect; and

2. The sign does not present a threat to the public health and safety.

B. A legal, nonconforming sign shall immediately be brought into compliance with the applicable provisions of this sign code upon any of the following events:

1. Any change in the use classification of the primary building or structure to which the sign advertises or relates, as determined by reference to the most current version of the Uniform Building Code as adopted by reference.

2. Any significant modification or repair to the structure, frame, or support of the nonconforming sign. For purposes of this section, "significant modification or repair" shall mean modification or repair that exceeds 50 percent of the fair market value of the sign.

3. Any relocation or replacement of a nonconforming sign.

C. A legal, nonconforming sign shall not be expanded or enlarged to any degree without bringing the sign into conformance with the provisions of this sign code.

D. Where the use of a legal nonconforming sign is abandoned or discontinued for a continuous period of 180 days, such sign shall lose its nonconforming status and shall be immediately removed or brought into compliance with the provisions of this sign code. For commercial signs, a nonconforming sign shall be considered to be abandoned or discontinued upon the close, expiration, or termination of the commercial location or activity to which the sign relates. (Ord. 806-03 § 1)