

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
February 11, 2016**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) State of the City Address
- 2) Business Spotlight – Loggers Tavern

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

PUBLIC HEARINGS

- 1) 124TH Annexation Continued hearing

STAFF REPORTS – Written Reports Submitted

- 1) Code Enforcement
- 2) Hearing Examiner's Annual Report
- 3) Volunteer Report

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

- 1) Minutes of the January 28, 2016 Council Meeting
- 2) Minutes of the January 28, 2016 Public Hearing on the 6 Year Transportation Plan Amendment
- 3) Minutes of the January 28, 2016 Public Hearing on the Zoning Code Amendments
- 4) Voucher Approval

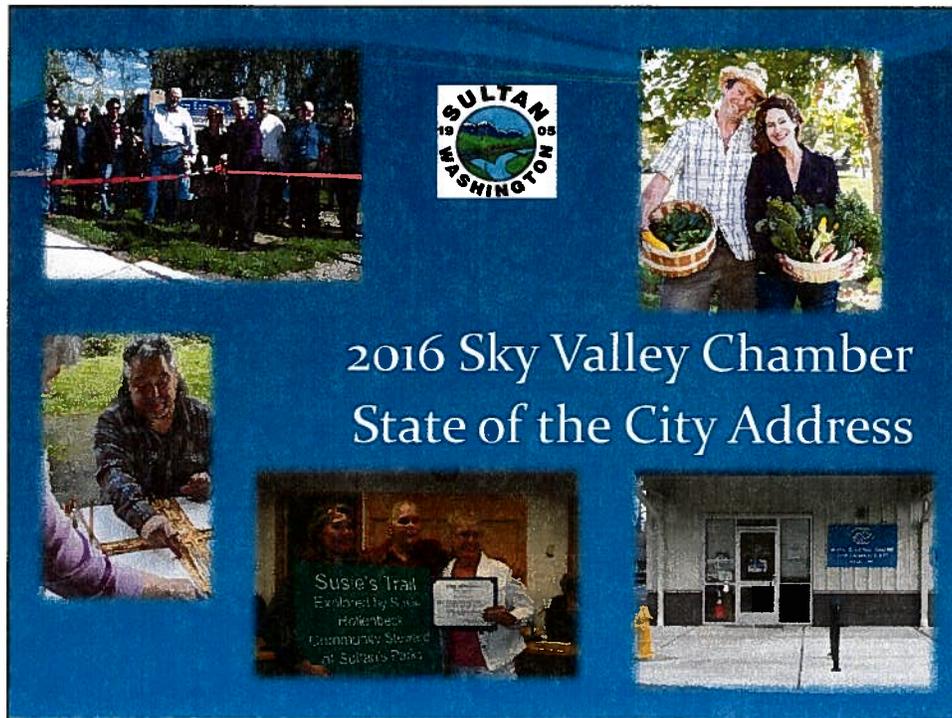
ACTION ITEMS:

- 1) Ordinance 1230-16 SMC 16.12.050 Code Amendments (2nd reading)
- 2) Emergency Sewer Repair - Buno Construction Contract
- 3) Emergency Sewer Rehabilitation – Michels Coperation Contract
- 4) Government Relations Contract – Armstrong and Associates
- 5) Timber Ridge Project – Final Acceptance

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



2016 Sky Valley Chamber State of the City Address

2015 in Review - Where Have We Been?

- Financial
 - Balanced 2015 Budget
 - Paid off \$648,717 in city debt
 - Received \$1,128,867 in grants
- Permit and License Activity
 - Building/Plumbing/Mechanical Permits
 - 84 (47 Single Family) in 2015, 87 (10 single family) in 2014,
 - Business Licenses
 - 329 in 2015, 267 in 2014, 312 in 2013, 227 in 2012, 84 in 2011
 - Home Occupational Licenses
 - 87 in 2015, 71 in 2014, 308 in 2013, 51 in 2012, 20 in 2011

2015 in Review - Where Have We Been?

- Public Works
 - Date Avenue Reconstruction
 - Pedestrian/Bike Bridge Design
 - Purchased Garbage Truck and Vector Truck
 - Revamped Garbage Collection and reduced rates
 - Water Booster Pump Station Design
 - Wastewater Treatment Energy Measures I, II, II and IV
 - Reconstructed Timber Ridge 141st St SE cul-de-sac
 - Upgrades to Main Pump Station at Wastewater Plant

Volunteers Make A Difference

- 16,447 Hours in 2015, \$452,950 Value
- 14,450 Hours in 2014, \$386,104 Value
- 9,187 Hours in 2013, \$208,453 Value
 - Community Alliance – Parks Clean Up
 - Community Alliance – At Risk Youth
 - Community Block Watch
 - Festivals and Community Events
 - Off Leash Dog Park Phase I
 - Serve Fest
 - Adopt a Street



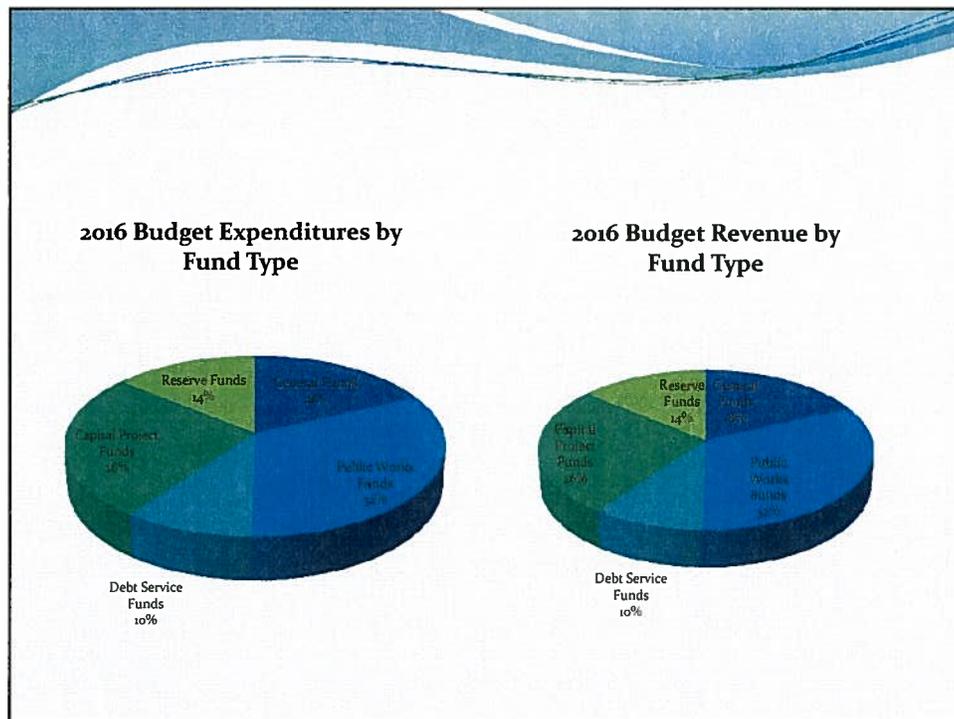
What's In Store For 2016?

- Continue Public Safety
- Dog Park expansion with Phase II and III
- Update Development Code
- Reconstruct 4th & 5th Street from US 2 to Alder Ave
- Community Alliance expansion
- Construction new Boys and Girls Club Gym
- Replace City Web Site
- Community Event/Business Sign
- Complete purchase of riverfront park land
- Expand Block Watch Programs
- Continued Housing Development Projects
- Booster Pump upgrade at Water Treatment Plant

General Fund Revenues By The Numbers

The General Fund has an increase of \$176,748. The principal driver of this is an increase in property assessments and an increase in building permits.

	2015 Adopted Budget	2016 Adopted Budget
Taxes	\$1,324,894	\$1,436,332
License and Permits	\$132,000	\$175,500
Intergovernmental	\$151,630	\$169,431
Charges for Services	\$48,840	\$44,800
Fines and Penalties	\$14,600	\$15,600
Miscellaneous	\$120,991	\$128,040
Total	\$1,792,955	\$1,969,703



2016 Where Are We Going?

- Update Comprehensive Plan
 - Match Population and UGA Changes
- Simplify and Streamline Zoning Codes
 - Pro Community and Business Attitude
- Maintain and Repair Existing Infrastructure
 - Reconstruct 4th & 5th Streets
 - Replace Booster Pump Station
- Focus on Economic Development
- Sky to Sound Water Trail Co-coalition
- Sultan Community Alliance
 - At Risk Youth and Homeless
 - Public Spaces and City Parks



Sky Valley Community Alliance

- Homeless Services
 - Over 150 tons of trash removed from City Parks
 - Placed several in permanent services and housing
 - Reduced street level impacts
- At Risk Youth Services
 - 3 High School Diploma earned
 - 50% success rate at local alternative School Program
 - 3 Enrolled in Youth Reengagement
 - 1 Transitioning back into High School environment

Successful Economic Development

- Community spirit and cooperation
- Capitalizing on existing resources
- Aggressive pursuit of grants and venture capital
- Help entrepreneurs to get off the ground
- Add value to existing natural resources
- Use existing economic research
- Long term land use planning and focus

Economic Development Actions

- Retention
- Social and Educational Climate
- Developing local entrepreneurs
- Recruiting
- Recreation and Tourism
- Electronic Infrastructure
- Infrastructure: City Services, Water, Sewer
- What is good about our community
- Planning, pulling it all together

2016 What Are We Doing For You?

- Business Development Workshops
 - **February 16** - Marketing Class
 - **March 15** - H & R Block Tax Class
 - **April 19** - Tourism in the Sky Valley
 - **May 17** - Customer Service
 - **September 23** Marketing Your Business

Additional Classes will be offered during the remaining months of the year.



Supporting Community

- Park Clean Up
- Clean-Up Days
- Citizen Emergency Response (CERT)
- Return of the Salmon
- Project Main Street
- Community Block Watch
- Community Awards
- Adopt-a-Street
- Adopt-a-Park
- Christmas Tree Lighting
- New Dog Park



What Are The Challenges?

- Increasing Community Involvement
- Community Alliance
- Support Existing Businesses
- Attract New Businesses
- Changing the Outside Perception of Sultan
- The Rebounding Economic Recovery
- Need for Affordable Housing
- Define Sultan's Brand
- New Development



How Can You Help?

- Volunteer – GET INVLOVED
- Serve on Council, Board or Committee
- Engage City Hall Early
- Bring Your Ideas
- Attend Council Meetings 2nd /4th Thursdays
- Attend Planning Board Meetings 3rd Thursday
- Attend Coffee with the Mayor every Friday morning
- City Hall 360.793.2231
- Mayor Eslick 425.327.2093
- City Administrator Ken Walker 360.793.1164
- Visit our website www.ci.sultan.wa.us

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item: Presentation - 2
Date: February 11, 2016
SUBJECT: Business Spotlight – Loggers Tavern

CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

ISSUE:

The issue before the Council is to recognize the Loggers Tavern as the City of Sultan's Business Spotlight for January, 2016.

SUMMARY STATEMENT:

Leo Moreno was born in Los Angeles California and moved to Sultan in 2000 and bought the Loggers Tavern located at 215 Main Street in 2006.

Leo and his wife Anca share two children, a girl and boy ages 9 and 12.

Before Leo and Anca bought the Loggers Tavern, Leo worked for Lee Johnson Auto Group and Penske as a Manager, Crew Leader and Trainer. He has also been a Limo Driver, Bar Tender and an Entertainer.



The Loggers Tavern offers daily specials for breakfast, lunch and dinner, as well as one of Leo's Specialties, a 100% Blended Fruit Smoothie with flax seed meal.

They offer Pool and Horseshoe Tournaments every Saturday and "Touch Tone" Music every day.

The Loggers Tavern has the oldest bar in the West, built in Cincinnati, Ohio in 1890 and shipped to the Ward and Klein's Saloon in Everett and eventually ending up in Duvall at the Wallace Hotel. A man named Brown moved it to Sultan in the 1930's and installed it in the Old Loggers Inn Tavern. In 1978 the old tavern was torn down and the new tavern was opened after the bar was dismantled and 15 gallons of paint stripper was used to remove years of grime. How the bar was transported to the West Coast is still a mystery.



Besides running his business, Leo has a passion for philanthropy, sponsoring "Karaoke for Cancer", Motorcycle Run for Autism, anti drug campaigns and volunteering building an Off Leash Dog Park at Osprey Park in Sultan.

Leo sees his business prospering and expanded in the next 2 – 5 years. He now has 7 employees and plans to refinance to expand the kitchen for full family meals.

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1

DATE: February 11, 2016

SUBJECT: Community Service Officer

CONTACT PERSON: Victoria Forte', Community Service Officer

STAFF RECOMMENDATION:

Receive Report, no action required

Animal Control
Code Enforcement

BACKGROUND:

Community Service Officer Report

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

Start Date	Case #	Property Address	Owner Name	Description of Violation	1st due	2nd due	contact with owner	permit issued	final
6.23.2015	15.584	415 W Stevens	MorahNuyen	No permit for construction, demo or remodel	6.24.2015			7.14.2015	7.14.2015
6.23.2015	15.585	Parcel #	Sockings/Rowe	No permit for construction, demo or remodel	6.24.2015	8.16.2015	see file	none to be issued	11.20.15
6.23.2015	15.586	202 Alder Avenue	Van Horn	No permit for construction, demo or remodel	6.24.2015			06.29.2015	
6.23.2015	15.587	516 Stevens Avenue	Turner	Blue tarp over City easement	7.17.2015				7.24.2015
6.24.2015	15.588	615 Main Street	Burris/Dalmasso	illegal dwelling trailer coach	6.17.2015	6.24.2015		06.29.2015	
6.26.2015	15.589	14910 330th Ave SE	Artison/Hammer	unsecured property	6.23.2015				12.22.2015
6.26.2015	15.570	1117 New Avenue	Secretary of Housing	construction of handrails on back deck without permit or inspection	6.23.2015			see cyd	8.2015
6.26.2015	15.571	1120 New Avenue	DiScoll	accumulations of lumber, fire hazard, potential dwelling for vermin	6.23.2015			none needed	07.01.2015
6.26.2015	15.572	511 3rd Street	Meyer	vegetation, fire hazard	6.23.2015	07.01.2015			
7.8.2015	15.573	323 Marcus Street		No permit for construction, new deck and remodel	7.9.2015				7.22.2015
7.16.2015	15.574	706 Salmon Run	Walman		8.1.2015				7.24.2015
07.16.2015	15.576	SES	SES district	illegally parked trailer	n/a	n/a			
11.17.2014	14.562	Marcus Street Mobile Park	Maxwell	fence permit (work done by road construction crew) informational only	n/a	02.15.2016	wiki		
7.24.2015	15.577	308 Cedar Street	Olson	illegal accessory units (dwellings and buildings), trash, fencing, additions with no permits	9.30.2015				
7.24.2015	15.578	716 Date Avenue	Olson	#1) vehicle obstructing ROW #2) infilled trailer coach #3) nonconforming garage conversion #4) new fence (no permit)	08.19.2015				
06.30.2015	14.308	308 3rd Street/416 Date	Nelson	Parking obstruction	7.24.2015				7.24.2015
08.06.2015	15.579	215 Alder Avenue	O'Dell	Vegetation, encroachment on sidewalk	8.15.2015				
08.06.2015	15.580	301 3rd Street	Flornithie	Roof - no permit	08.06.2015			08.06.2015	8.6.2015
	15.581	307 2nd Street		Vegetation, encroachment on sidewalk	08.15.2015	10.3.2015			
	15.582	7th Street b/wm Fir/High Avenues	City ROW	driveway?					
	15.583	104 Raspberry Lane		Parking prohibited illegal signage posted by citizen					
	15.584	SES	SES district	illegal garage conversion			cyd	none needed	8.2015
2.18.2014	14-416	717 Junction Lane	Stisler	Trees obstructing PUD lines					
08.10.2015	15.585	111/111 112 Cedar Avenue	Moreno	upper level deck construction started, never complete (no permit issued (file safety issue)	2.25.2014	3.25.2014			
	15.586	207 6th Street		#1) uncomforming conversion in garage #2) grey water discharge in side yard -report of inspection needed	10.31.2015		vilcombie		11.24.2015
09.01.2015	15.587	date street HOA water retention pond	HOA	unsecured/damaged property					
07.24.2015	15.588	501 3rd Street		overgrown vegetation			09.07.2015	goals working on	12.25.2015
08.13.2015	15.589	516 SR2	Turner	overgrown vegetation	08.01.2015				08.10.2015
9.7.2015	15.590	1114 East Main	Barnon	illegal dumping on City ROW	8.16.2015				8.21.2015
09.7.2015	15.591	Sultan Basin Road		infilled trailer coach	09.25.2015				10.6.2015
09.01.2015	15.592	302 3rd Street	Saw Shop Gary Hunter	infilled trailer coach	ASAP		SO	liespass order in place	
09.21.2015	15.593	710 Stratford Place	Anderson	non-conforming setbacks, accessory structure	09.14.2015	09.21.2015	cyd	none needed	
09.01.2015	15.594	725 West Stevens	Ehrens	trash and rubbish	09.31.2015				12.22.2015
09.01.2015	15.595	805 West Steven		Rats	09.06.2015				
09.22.2015	15.596	317 Walbrun		Rats	09.06.2015				
09.22.2015	15.967	601 West Stevens	Rogers	non-conforming setbacks, accessory structure					unfunded
09.28.2015	15.968	209 Date Avenue	Widger	fence	09.31.2015			10.7.2015	10.7.2015
09.30.2015	15.569	615 Main Street	Burris/ Dalmasso	illegal dwelling trailer coach growing marijuana/deck illegal camping and dumping trash			mayor	unfunded	

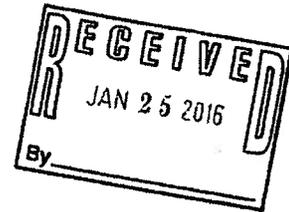
Start Date	Case #	Property Address	Owner Name	Violation Category										1st	2nd	most recent	Final	Project lead	
				Unlawful Structure, building or fence	Unlawful Car/Traffic on Property/Street	Over-Coverage, board	Site (garage) PCPV care	Vehicle Demolition	Accumulation of rubbish / Trash	No permits and post construction	Illegal Building structure/conversion	Unexcused Property	Inhabited trailer coaches						Other
01.26.2015	15-514	33208 132nd St SE	Wall	X	X	X	X	X	X	X	X	X	X	X	X	X	6.11.2015	6.11.2015	ok'd
01.28.2015	15-515	13516 310th Ave SE	Shephers	X	X	X	X	X	X	X	X	X	X	X	X	X	6.3.2015	6.3.2015	ok'd
02.24.2015	15-516	515 Alder Avenue	Lopez	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
02.23.2015	15-517	617 Alder Avenue	Rago	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
03.30.2015	15-518	511 Alder Avenue		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
03.30.2015	15-519	351 1st Street		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
03.30.2015	15-520	207 1st Street	Chase Bank	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
03.30.2015	15-521	518 1st Street		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
03.30.2015	15-522	33405 SR2		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
03.30.2015	15-523	403 Hemlock Court	Green	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
03.30.2015	15-524	410 Main Street	Burditt	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.18.2015	15-525	310 Main Street		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.05.2015	15-526	309/307 Main Street		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.05.2015	15-527	107 Ash Avenue		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
04.27.2015	15-528	301 First Street		X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.19.2015	15-529	4th Street/Fir Avenue	Stendow/Financing opp	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.11.2015	15-530	1015 Dyer Road	Stead	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.19.2015	15-531	1110 Dyer Road	Effon/Just	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.19.2015	15-532	911 Dyer Road	Knight	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.19.2015	15-533	809 Dyer Road	Carigan	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-534	519 3rd Street	Everett	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-535	515 3rd Street	Miesler	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-536	515 3rd Street	Campbell	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-537	Venezia Lot 8th Street	Robinson	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-538	703 1st Avenue	Meckenzle	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-539	712 Lois Lane	Loudermiller	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-540	306 8th Street	Messenger	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-541	513 3rd Street	HUD	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-542	510 9th Street	Hertzgen	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-543	838 Salmon Run North	Houever	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-544	306 3rd street	Houever	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
05.20.2015	15-545	301 3rd Street	Hessler/Florentine	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-546	525 Stevens Avenue	Ingersoll	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-547	405 High Street	Mason	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-548	845 Garden Green Place	Paulson/George	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-549	201 Skyway Drive	Griffith	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-550	204 Skyway Drive	Martin	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-551	209 Skyway Drive	Beuhler	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-552	1306 Skyway Drive	Marshall	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-553	1327 Gohr Road	Addington	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-554	415 W. Stevens	Moran/Huyuen	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-555	River Park Bridge underpass 3	BNSF/County/DNR	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-556	706 5th Street	Chempaux	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-557	310 Main Street	Robbins	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.18.2015	15-558	111 Main Street	Sultan B Man LLC	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.26.2015	15-559	102 2nd Street	Houever	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.26.2015	15-560	311 4th Street	M/C Property Solutions LLC	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.26.2015	15-561	107 5th Street	Chelick	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.26.2015	15-562	401 2nd Street	Evets	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.26.2015	15-563	505 1st Street	Nixon	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.26.2015	15-564	483 Marilyn Lane	Horner	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending
06.26.2015	15-565	13801 310th Ave SE	Horner	X	X	X	X	X	X	X	X	X	X	X	X	X	2.23.2015	2.23.2015	pending

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: SR 2
DATE: February 11, 2016
SUBJECT: 2015 Hearing Examiner Annual Report
CONTACT PERSON: Laura Koenig, Finance Director

In accordance with his contract, attached is the 2015 Annual Hearing Examiner Report from John Galt.

JOHN E. GALT
Quasi-Judicial Hearing Services
927 Grand Avenue
Everett, Washington 98201
Voice/FAX: (425) 259-3144
e-mail: jegalt755@gmail.com



MEMORANDUM

To: ✓ Sultan City Council
Mayor Carolyn Eslick

CC: Kenneth Walker, City Administrator
Cyd Sparks, Permit Assistant

From: John E. Galt, Hearing Examiner 

Date: January 20, 2016

Subject: Annual Report for 2015

The current "Agreement for Services" under which I provide Hearing Examiner services to the City of Sultan requires that I provide the City with an annual report containing: "A summary and list of the cases heard" during the prior year; and "An analysis of cases heard, discussion of the issues and any recommended changes to the Sultan Municipal Code, design standards, or development regulations." [Agreement for Services, § 2.L, September 27, 2012] (Annual reports were also prepared under prior versions of the Agreement for Services.)

This report is divided into two parts: Hearing Activity and Discussion of Issues. I would be pleased to meet with the Council at a time of mutual convenience to discuss this report or other matters of interest.

Hearing Activity

As in 2013 and 2014, I heard only one case during the past year – a Conditional Use Permit (CUP) application for a 24-unit apartment complex on MD-zoned property off the Sultan Basin Road. The proposal met code requirements for approval; I granted the CUP with conditions.

That case is listed on the attached table.

Discussion of Issues

The case did not bring to light any policy or regulatory problems.

Sultan Hearing Examiner Decisions: 2015

File #	Applicant	Project Name	Type	Acres	Lots	Decision	Decision Date	Recon.	Recon. Date
CUP14-001	Double Tree Holdings, LLC		CUP	2.62		OKw/c	08/18/2015		

CITY-WIDE PRIDE VOLUNTEER PROGRAM

By Donna Murphy, Volunteer Coordinator

Staff Report

2015

SUMMARY

Volunteer hours are very difficult to capture because volunteers for the most part are modest and private about what they give to their community. Based on input from the volunteers who report their hours, it is my best estimation that an average of **1,371 hours** is donated by volunteers each month to their community.

TOTAL VOLUNTEER HOURS DONATED TO THE CITY OF SULTAN FOR 2015:
16,447 Hours X \$27.54 per hour = \$452,950 Value to the City of Sultan

6 YEAR TOTAL FOR VOLUNTEER HOURS: 60,679 HOURS
6 YEAR TOTAL FOR VOLUNTEER WORK VALUE: \$1,490,285

	Number of Hours	Total Value
2015	16,447	\$452,950
2014	14,450	\$386,104
2013	9,187	\$208,453
2012	6,672	\$145,383
2011	8,653	\$184,828
2010	5,270	\$112,567

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

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

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

11 Volunteers

HOURS VOLUNTEERED: 92 Hours

BIKE RODO – June 6, 2015

HOURS VOLUNTEERED: 80 Hours

PAINTING MAIN STREET GAZEBO – Thursday, Jun 25, 2015

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

HOURS VOLUNTEERED: 108 Hours



SULTAN SUMMER SHINDIG

Setup 95 Hours
Logging Show 250 Hours
Motorcycle Show 40 Hours
Car Show 50 Hours
Cleanup & Teardown 10 Hours
Overall Assistance 12 Hours
HOURS VOLUNTEERED: 457 Hours



SERVE FEST – September 8, 2015

56 volunteers pressure washed and scrubbed headstones, trimmed trees, weeded and ran weed eaters for 6 hours at the cemetery.

HOURS VOLUNTEERED: 336 Hours

RETURN OF THE SALMON CELEBRATION PLANNING FOR SEPTEMBER 26, 2015

HOURS VOLUNTEERED: 1,640 Hours

SULTAN LIBRARY BOOK SALES & OTHER VOLUNTEERING

HOURS VOLUNTEERED: 883 Hours



COMMUNITY TASK FORCE – ONGOING WEEKLY



MEETINGS

48 (2 hr.) meetings with approximately 12 attendees

HOURS VOLUNTEERED: 1,152 Hours

PARK & CITY TRASH CLEANUP IN UNAPPROVED SITES

HOURS VOLUNTEERED: 1,564 Hours

BUILDING THE COMMUNITY GARDEN

HOURS VOLUNTEERED: 151 Hours

COMMUNITY SPRAY PARK

Volunteer research and grant application

HOURS VOLUNTEERED: 40 Hours

REESE AND OSPREY PARK BALL FIELD REPAIR & MAINTENANCE

HOURS VOLUNTEERED: 230 Hours

COMMUNITY BLOCK WATCH

HOURS VOLUNTEERED: 960 Hours

SULTAN PLANNING BOARD

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

HOURS VOLUNTEERED: 120 Hours

COFFEE WITH THE MAYOR – Every Friday

Morning – Approximately 25 Attendees

HOURS VOLUNTEERED: 1,200 Hours

OFFICE ASSISTANCE AND OTHER HELP

- One individual volunteers approximately **50 Hours per MONTH** community phone calling
 - 300 hours
- Six volunteers work exclusively for the Police Department preparing monthly Police Reports, mapping, Volunteer Patrol, etc. = Approximately 250 hours

HOURS VOLUNTEERED: 1,100 Hours

ADOPT A STREET AND PARK PROGRAM – CITYWIDE PRIDE

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

HOURS VOLUNTEERED: 557 Hours

FIRE HYDRANT ART VOLUNTEER PROGRAM

HOURS VOLUNTEERED: 13



CONTINUOUS COMMUNITYWIDE CLEANUP & VOLUNTEERING

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

HOURS VOLUNTEERED: 3,842 Hours



DELIVERING SMOKE TESTING NOTICES

Four volunteers hand delivered 120 fliers notifying citizens about an upcoming Sewer Line Smoke Testing Event.

HOURS VOLUNTEERED: 4 Hours

CITIZEN EMERGENCY RESPONSE TRAINING (CERT) – September – November 2015

There were 13 community members who took 8 two-hour classes on responding to emergencies in the community. The volunteer hours include the volunteer instructor's as well.

HOURS VOLUNTEERED: 411 Hours

EMERGENCY EVACUATION DRILL – October 10, 2015

12 Volunteers directing traffic and crowd control – 4 hours each.

HOURS VOLUNTEERED: 48 Hours

BUILDING THE OSPREY PARK DOG PARK – PHASE I – November 12, 16 & 17, 2015
PHOTO HERE

24 volunteers donating 96 hours.

HOURS VOLUNTEERED: 96 Hours

OSPREY PARK INTERPRETIVE & DIRECTIONAL SIGNS – January – November, 2015

7 – 9 Volunteers working with the City and Chamber to plan, design and build interpretive and directional signs in Osprey Park.

HOURS VOLUNTEERED: 496 Hours

SUSIE'S TRAIL SIGN – Located in River Park on First Street

7 volunteers working together to design and construct and install this beautiful memorial sign in honor of Sultan's Super Star Volunteer, Susie Hollenbeck.

HOURS VOLUNTEERED: 156 Hours

VETERAN'S DAY CEREMONIES – November 11, 2015

HOURS VOLUNTEERED: 102 Hours

FLOOD ASSISTANCE – November 17 and December 9, 2015

24 Volunteers on November 17th – 5 hours each = 120 Hours

21 Volunteers on December 9th – 6 hours each = 146 Hours

SANDBAG REMOVAL – December 23

4 Volunteers – 3 hours each

HOURS VOLUNTEERED: 12 Hours

CHRISTMAS TREE LIGHTING – December 5, 2015

HOURS VOLUNTEERED: 200 Hours

COURT ORDERED COMMUNITY SERVICE

Main Street Restoration and Park Cleanup

HOURS SERVED: 27 Hours



**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Public Hearing PH 1

DATE: February 11, 2016

SUBJECT: Consider annexation of area of land in the vicinity of 124th Street SE

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is to continue the public hearing on the proposed annexation for an area of land in the vicinity of 124th Street SE. The public hearing was opened and public testimony was taken at the January 28, 2016 Council meeting.

An information packet on the proposed annexation was sent out on February 2, 2016 to all parties of interest that signed in at the public hearing on January 28, 2016. The information has also been posted on the City web page.

BACKGROUND:

Annexation is the process by which an unincorporated portion of the county becomes part of the incorporated community. The areas of land eligible to consider for annexation are areas within the city's urban growth boundary. The proposed annexation area is within the City of Sultan Urban Growth Area.

Washington State law governs annexation procedures. The most common procedure for annexation is the 60% petition method, whereby signatures of property owners representing 10% of the assessed valuation within an area are submitted to the City Council in favor of annexation according to RCW 35A.14.120. If the City Council determines that the proposed annexation is in the public interest, it may initiate a public process to analyze the area and coordinate with the county and special purpose districts for potential transfer of jurisdiction. The City Council may also choose not to pursue annexation.

Following a successful annexation, the final step is to amend the comprehensive plan map and zoning map to amend the jurisdictional boundaries. This step can occur only as part of the annual comprehensive plan amendment process and requires a docket request by the first of April to be considered as part of the annual update. The applicant paid the docketing fee but did not submit a complete application. Based on the procedures in the municipal code, the comprehensive plan amendment may be able to occur in the 2016 calendar year.

DISCUSSION:

Sultan Municipal Code is silent on criteria to evaluate the merits of an annexation request. The 2011 Comprehensive plan provides some direction. Firstly, the Comprehensive plan makes the assumption that all the land in the Urban Growth Areas is annexed to the City by 2030. The most specific criteria for annexation approval are detailed in Comprehensive plan Program LU 2.2.1.

PROGRAM LU 2.2.1

Support annexation proposals that meet the following criteria:

- The area can be supported with adequate facilities and urban services consistent with capital facilities plans for public facilities and utilities;
- There is an adopted land use plan for the annexation area;
- The annexation achieves the growth,(sic) and economic needs and goals for the city as set forth in the comprehensive plan

The applicant will need to be responsible for infrastructure improvements for any subsequent development once the proposed area has been annexed into the City of Sultan. City staff finds that adequate facilities and urban services can be provided according to the adopted levels of service and capital facilities plans in effect.

There is no proposed zoning with the annexation petition. Consequently, the City of Sultan will determine appropriate zoning based on the Future Land Use Plan in the City's Comprehensive Long-Range Plan.

In addition to the criteria of comprehensive plan program LU 2.2.1 above, the following comprehensive plan goals, policies, and programs address annexation considerations. Council direction and policy decisions are expected to conform to the goals and policies in the Comprehensive plan. The following Comprehensive plan goals and policies apply to this request along with staff comments which address the merits of this annexation request.

LU 5 GOAL: REGIONAL COORDINATION AND COOPERATION

Coordinate and cooperate with regional jurisdictions and agencies on rural transition areas, essential public facilities, and annexations.

Annexation will require coordination with the Snohomish County Boundary Review Board. The Boundary Review Board will weigh the merits of the annexation request and either support or deny the request independent of Council's recommendation. The area cannot be annexed without Boundary Review Board approval.

LU 5 GOAL: MANAGE GROWTH POTENTIALS

Maintain a realistic balance between the land's capability and Sultan's ability to provide urban services. And,

PROGRAM CF 1.5.7

Require a feasible plan to meet adopted level of service standards for all facilities needed for development prior to annexation of, or the extension of any City service to properties within the UGA. Such plan shall include measures to ensure that levels of service will not be reduced below locally established minimum standards to existing City residents in order to serve the annexed or unincorporated area.

The petitioners agree to be responsible for water, sewer, garbage, fire, police, parks, schools, transportation and other urban services to be provided at adopted levels of service or urban levels for the annexation area. Any future development application will need to include a plan that addresses how level of services can be achieved.

LU 9 GOAL: THE BUILT ENVIRONMENT AND HEALTH

Recognize that the well-being of all Sultan residents is affected by the built environment, land use, density, transportation strategies and street design.

The annexation is consistent with the Comprehensive Long-Range Plan and the environmental impact statement assessing the impacts of annexations within the City's Urban Growth Area.

H 1 GOAL: MANAGE GROWTH POTENTIALS

Maintain a realistic balance between the land's capable, suitable potentials and Sultan's ability to provide housing choices and opportunities to meet the housing needs of all income levels and demographic groups within the city. (MPP H-1)

Recognizing that the population allocation that informs the comprehensive plan is obtainable through annexation, the petitioners have demonstrated that the "suitable potential" of urban development can be achieved following annexation.

H 2 GOAL: PROMOTE HOUSING DIVERSITY

Adopt comprehensive plan designations, land use zones, and development regulations which support a variety of housing options for residents.

Following annexation, the City of Sultan will determine the zoning of the newly annexed area consistent with the City's Future Land Use Map. The city of Sultan has adopted the Future Land Use Map as both its zoning map under the development code and its comprehensive plan map. Any changes to the city's land use map, including assigning a zone to an annexed area, will also amend the comprehensive plan map.

POLICIES UT 1.5 SEPTIC SYSTEMS

Encourage all properties not intending to redevelop at the time of annexation to phase out their septic systems and connect to the City sewer system. And,

PROGRAM UT-1.7.2

Septic systems will not be permitted in new development projects within the City of Sultan or proposed annexation areas, except for certain single family dwellings located beyond the installed sewer mains. And,

PROGRAM UT 1.2.1

Work with property owners seeking to annex into the city in order to develop properties at urban levels of service to provide sewer service to the annexed area.

Development of the annexation area at urban densities will require the extension of sanitary sewer to the area. With sewer in place, city code requires connection to the city sewer system when septic systems fail provided they are within a reasonable distance to the sewer main.

Bringing sewer to the annexation area via Sultan Basin Road requires, at this time, extending the sewer line from an area within the municipal boundaries, into the UGA, into county jurisdiction, and then back into the city limits at the annexation area. The area under county jurisdiction is under consideration for inclusion into the city's UGA but the County Planning Board has recommended to the County Council that this area be removed from inclusion in the UGA. WAC 365-196-425 (4)(b) provides guidance on the provision of services in rural areas. Urban governmental services that pass through rural areas when connecting urban areas do not constitute an extension of urban services into a rural area provided those public services are not provided in the rural area. Sanitary sewer service may be provided only if it:

- (i) Is necessary to protect basic public health and safety and the environment;
- (ii) Is financially supportable at rural densities; and
- (iii) Does not permit urban development.

This means that areas in the UGA and in unincorporated Snohomish County may have sewer passing through these areas, but the sewer will generally not be available to these areas, subject to the above three provisos.

POLICIES UT 2.1 SERVICE AREA

Use ongoing utility planning programs to provide water and fire protection services to properties within the city limits and future annexation areas.

The city's water treatment plant is adjacent to the proposed annexation area. A water main crosses the area along 124th street before heading south down Sultan Basin Road.

PROGRAM EN 6.1.3

Consider the air quality implications of new growth and development when considering annexations, making comprehensive plan and zoning changes, and planning street and utility extensions.

The applicant will need to address any potential or identified air quality impacts as a result of subsequent land development.

SUMMARY:

Acceptance of the 60% Annexation Petition by the City Council represents a commitment by the city to proceed with this annexation request consistent with the requirement of state law, city code, and the city's comprehensive plan. By approval, the City Council determines that the proposed annexation is in the public interest.

The city should cause a proposed zoning and comprehensive plan map amendment to be prepared following the annexation.

The final decision to accept an annexation will depend upon the decision of the Council that the applicant has adequately satisfied the requirement of annexation according to state law, the city code, and the comprehensive plan. Final acceptance of the annexation is within the sole discretion of the City Council upon a finding that the annexation is consistent with the city's adopted plans and policies at the time the annexation request was considered for approval.

FISCAL IMPACTS:

Following annexation, the development process will require city resources, mainly significant staff time. The adopted fee schedule assigns fees of:

- \$ 250 for the comp plan docket request;
- \$1,000 + direct costs for the map change
- \$ 550 for a SEPA checklist for zoning assignment
- \$1,000 + direct costs for a zoning code amendment if a new zoning designation is adopted, TBD but not anticipated at this time

The adopted fee schedule in effect should not be expected to adequately compensate for the staff time necessary to devote to this request. Long-term favorable fiscal impacts should include increased property tax revenue and permit fees collected for future development.

ALTERNATIVES:

1. Accept the 60% annexation petition.and
2. Reject the 60% Annexation Petition, if there is a substantive change since the May 28, 2015, approval of the 10% Annexation Petition.
3. Modified the proposed annexation area to satisfy the 60% annexation petition requirements.

RECOMMENDED ACTION:

Close the public hearing and direct staff to bring Resolution 16-02 forward for action at the February 11, 2015 Council meeting to accept the 60% Annexation Petition that requires the annexing area to assume a prorated share of the city's bonded indebtedness existing at the time of annexation. With completion of the annexation, direct staff to prepare zoning and comprehensive plan map amendments for adoption. Zoning and comprehensive plan amendments could still occur in 2016.

ATTACHMENTS:

- Attachment A: Resolution approving the 60% Petition for the 124th Street Annexation
Attachment B: 60% Petition proposed annexation area map
Attachment C: Minutes of the May 28, 2015 Council meeting.

**CITY OF SULTAN
WASHINGTON
RESOLUTION NO. 16-02**

A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON, DECLARING THE CITY'S INTENT TO ANNEX AN AREA OF UNINCORPORATED SNOHOMISH COUNTY COMMONLY KNOWN AS THE 124th STREET; DESCRIBING THE BOUNDARIES OF THE AREA TO BE ANNEXED; AND PROVIDING DIRECTION TO STAFF.

WHEREAS, the Snohomish County Council and the City of Sultan approved an Urban Growth Area with the Future Land Use Map of the General Policy, and

WHEREAS, the Sultan City Council directed staff at its May 28, 2015, City Council meeting of their desire to annex the "124th Street Petition Area" into the City of Sultan to implement the City's Comprehensive Long-Range Plan and thereby make developable land accommodations for the approved County growth allocation target; and

WHEREAS, RCW 43.21C.222 provides that annexation of territory by a city is exempt from the State Environmental Policy Act; and

WHEREAS, RCW 35A.14.120 establish a process to annex unincorporated territory with petitioners who own not less than 60% of the value, according to the assessed valuation for general taxation of the property for which the annexation is petitioned; and

WHEREAS, the area commonly known as the "124th Street Annexation Petition Area" is eighty (80) acres plus a quarter mile of 124th Street right-of-way and a quarter mile of the northern half of the 124th Street right-of-way adjacent to the southern half of the 124th Street right-of-way within the City limits(2.717 acres of right-of-way) and has boundaries contiguous to the City; and

WHEREAS, the Sultan City Council held a public hearing concerning the proposed annexation at the City Council meeting on January 28, 2016.

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

Section 1.Findings. The City Council adopts the above recitals in support of the annexation proposed by this resolution. The Council further finds that the public interests and general welfare of the City of Sultan would be served by the proposed annexation.

Section 2.Petitioners. The area consists of eight parcels less than 25 acres each that is zoned Unincorporated Low Density Residential by Snohomish County. Some of the petitioners reside on some of the parcels.

Section 3. Proposed Annexation Boundaries. The boundaries of the proposed annexation are depicted in Exhibit A and described in Exhibit B to this resolution and incorporated by the reference as if set forth in full.

Section 4. Filing. The Mayor or her designee is hereby authorized and directed to file a copy of this resolution with the Snohomish County Boundary Review Board seeking approval for annexation of the “124th Street Annexation Petition area” to the City of Sultan. The Mayor is further authorized to take all necessary steps to pursue approval of the annexation by the Boundary Review Board including requesting review be waived per RCW 36.93.110.

Section 5. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references to other local or state laws, codes, rules, or regulations, resolution numbering, and section/subsection numbers.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th DAY OF FEBRUARY, 2016.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Exhibit B

Legal Description of 124th Street Annexation to the City of Sultan

Commencing at the Northwest corner of the Southeast ¼ section of the Northwest ¼ section of Section 29, Township 28 North, Range 8 East; thence East along the North lines of said Southeast ¼ section of the Northwest ¼ section of Section 29, Township 28 North, Range 8 East and the Southwest ¼ section of the Northeast ¼ section of Section 29, Township 28 North, Range 8 East to the Northeast corner of said Southwest ¼ section of the Northeast ¼ section of Section 29, Township 28 North, Range 8 East; thence South along the East line of said Southwest ¼ section of the Northeast ¼ section of Section 29, Township 28 North, Range 8 East to the South right of way line of 124th Street SE; thence West along said South right of way line of 124th Street SE and including all of the right-of-way of 124th Street SE to the city limits line of the City of Sultan; thence North along said city limits line to the South line of the unincorporated portion of 124th Street SE at the Southwest corner of the Southwest ¼ section of the Northeast ¼ section of Section 29, Township 28 North, Range 8 East; thence West along said city limits line and including the North portion of the unincorporated portion of 124th Street SE to the Southwest corner of said Southeast ¼ section of the Northwest ¼ section of Section 29, Township 28 North, Range 8 East; thence North along the West line of said Southeast ¼ section of the Northwest ¼ section of Section 29, Township 28 North, Range 8 East and adjoining the city limits line of the City of Sultan to the POINT OF BEGINNING.

Situate in the County of Snohomish, State of Washington

CITY OF SULTAN COUNCIL MEETING – May 28, 2015**Annexation Request – Drivstuen**

The issue before the Council is to determine whether the city will accept, reject, or geographically modify the proposed annexation request; whether it shall require the simultaneous adoption of a proposed zoning regulation, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed.

Acceptance of this notice of intent by the City Council represents a commitment by the city to proceed with this annexation request consistent with the requirement of state law, city code, and the city's comprehensive plan. If the City Council determines that the proposed annexation is in the public interest, it may "initiate" a public process to analyze the annexation proposal. The proponents must use the official petition forms to collect the signature of property owners that represent not less than 60% of the total assessed valuation of the acreage in the area requested for annexation.

The city will require the applicant to prepare a report assessing the probable short-term and long-term financial, economic and social impact from the annexation by addressing compliance with the comprehensive plan. Additionally, if the City Council chooses to proceed with annexation, the city may require property owners within an annexing area to assume a pro rata share of the city's bonded indebtedness existing at the time of annexation. The city should cause a proposed zoning and comprehensive plan map amendment to be prepared following the annexation.

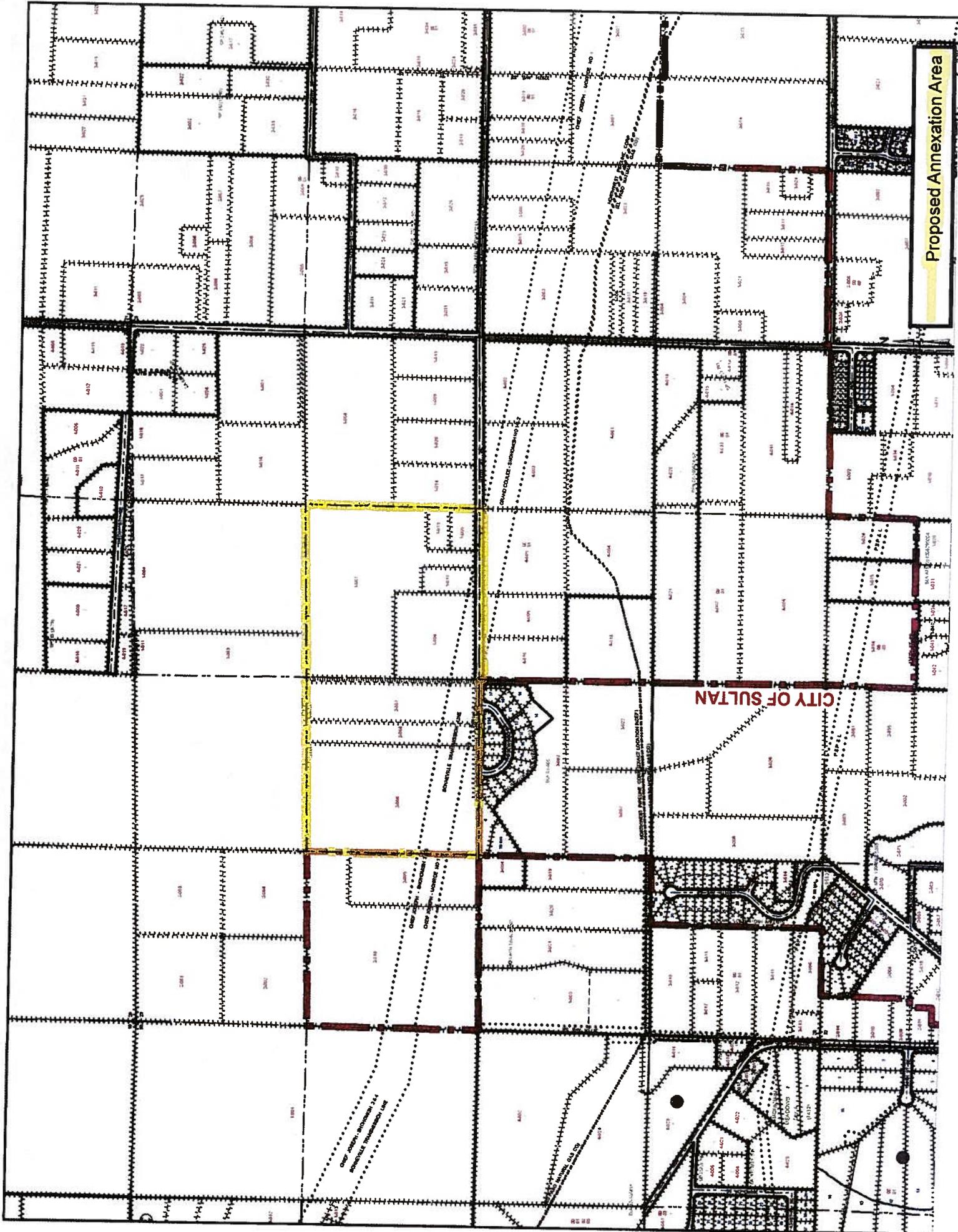
The final decision to accept an annexation will depend upon the decision of the Council that the applicant has adequately satisfied the requirement of annexation according to state law, the city code, and the comprehensive plan. Final acceptance of the annexation is within the sole discretion of the City Council upon a finding that the annexation is consistent with the city's adopted plans and policies at the time the annexation request was considered for approval.

Discussion included:

Percentage of property owners involved (100%); need for additional information to make decision; area is in the UGA and identified for future annexation; prior staff decision not to bring the petition to the council; applicant meets the requirements set forth in the law and staff is looking for approval to move forward; must be able to provide services and will need land use designation; staff will be involved in the process but the petitioner will do most the work; need to go through the process to determine if the annexation is viable; commercial growth needs rooftops. The action is to approve the intent to allow the proposal to move forward.

On a motion by Councilmember Seehuus, seconded by Councilmember Neigel, the Council accepted the intent to annex, require the annexing area to assume a prorated share of the city's bonded indebtedness existing at the time of annexation; direct staff to prepare a proposed zoning and comprehensive plan map amendment to be adopted following annexation. All ayes except Councilmember Naslund who voted nay.

Proposed Annexation Area



**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: February 11, 2016
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the January 28, 2016 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – January 28, 2016

Mayor Pro-tem Walker called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: McCarty, Seehuus, Wiita, Naslund and Beeler (arrived at 7:25).

CHANGES/ADDITIONS TO THE AGENDA:

- Action – Added A5 Emergency Declaration for Sewer Repair
- Consent: Add excused absence of Councilmember Neigel

PRESENTATIONS:**PUD – Spada Lake Dam**

Mark Flury and Brenda White from PUD provided an overview of the Jackson Dam Project. The discussion included flood management, dam safety, surveillance and monitoring, emergency action and the City of Sultan.

Spada Lake is contained behind the Culmback Dam and below the dam is the diversion dam and the pipeline that diverts water to Lake Chaplain for the Everett water supply. The powerhouse is located on the Sultan River. The main power operations drivers are flood management, water supply, fisheries protection and recreation needs.

One of the benefits of the dam is flood management and the annual peak flows continue to decline. The November 17, 2015 storm was the 3rd highest on the Skykomish river since 1928. The dam was designed for maximum floods and earthquakes and there is continuous surveillance and monitoring done on the structure.

Brief discussion was held regarding flooding on Mann Road and the impact of the Skykomish River on the Sultan River.

Volunteer Spotlight – Kelly Clifton

Kelly Clifton was born in Bellevue, grew up in Clearview and graduated from Snohomish High School. She married William Purdy in 2006 and they share 3 children in Gold Bar. Kelly began volunteering at a very early age, coordinating Food and Christmas Gift Drives, wherever she saw a struggle. "I've always had a heart for people who don't have much and are in need", commented Kelly. She worked full time for many years as a single mom, and it wasn't very fulfilling for her, something was missing. Kelly is proud to call herself a "Professional Volunteer" now.

Kelly began volunteering in the Sky Valley with After School Clubs. She ran up to 8 clubs each week ranging from Cooking, Lego, and Soccer Clubs. She wanted kids to have something positive to do after school. While running these clubs, Kelly noticed that the children were hungry so she started the "Back Pack Program" for kids who have scarcities and adding coats and shoes that fit to her already overflowing agenda.

Kelly has been the director of the Sky Valley Community Outreach for the past 6 years. Their mission statement is "*Opening Doors to our Neighbors in Need*". The program helps a lot of people in need, providing food for hungry children and warm clothing in the winter. "Some kids live in sheds and travel trailers with no water and electricity", said Kelly.

Kelly also runs "Operation Full Bellies", delivering food to children from Gold Bar to Sultan weekly. In Skykomish she provides meals to 35 children weekly in partnership with another ministry. "Sky Valley Angels" is a program offering free clothing, school supplies and household needs, such as baby furniture and incidentals. "Sky Valley Food Rescue" is another program that Kelly runs, collecting gleaned food from farmers and grocery stores and giving it away. Kelly loves the "Back to School Fair" that she does with Mountain Valley Chapel for the last 4 years. Every August she and other volunteers give away free backpacks with school supplies, new socks and underwear. They even provide free "Back to School Haircuts". They had 245 recipients last August.

CITY OF SULTAN COUNCIL MEETING – January 28, 2016

Her very favorite program is “Santa’s Boutique” that she operates in Skykomish. The storefront is set up with new toys, stockings, clothing and shoes; everything a family needs for Christmas. Most of these programs that Kelly is in charge of are under the umbrella of Ministry Outreach Work with local churches. She’s here to support their needs and prefers to run her programs through the churches so the people receiving the food/clothing will develop a relationship with the church and hopefully the church will become their anchor to the community. She receives donations from individuals and churches in the community. She doesn’t have any government or corporate sponsors. She just acquired a new building in Sultan and needs donations such as: new and gently used boy and teen clothing and winter coats, boots and gloves.

When asked about her future in volunteering, Kelly calmly said that she’s not in charge and God has a plan. She is the tool to reach out to people and is open to the Divine Power.

Mayor Pro-tem Walker presented a Certificate of Appreciation.

Kelli thanked the City and said she has fabulous volunteers and churches who work with her. There are children in the valley that live with electricity and have other hardships – need to provide a good foundation for the kids.

COMMENTS FROM THE PUBLIC:

Tony Redding: The Council has comfortable chairs and there are not enough for the public.

Tom Green: Hopes the school bond issue does not pass as there will be future problems. Other bonds have failed and there were no sports or band. There should be school mitigation but only if county also imposes one otherwise it would be an advantage to building in county.

Al Wirta: The school bond information brochure does not breakout where the money is proposed to be spent. The majority of the funds will not be used to increase student capacity problems in the district. The new structures will increase operation and maintenance costs and will cost taxpayers more in the future. Taxpayers will have a 25 year obligation that does not address the capacity problem – the request bond does not solve the problem.

Kay George: The people are the boss of the city and the finances and the Council needs to provide them with all the facts on issues. The same is true for the School Board.

COUNCILMEMBER COMMENTS

Chief Beaton: Addressed the rumors that there is an increase in criminal activity and provided an updated on criminal activity in 2015. Actual crimes were less than reported and there is no crime spike going on. In January 2016 there were only two cases of theft/burglary. Brief discussion was held on the complaints regarding officer responses to calls.

Wiita: Requested staff put together an information packet for the annexation to help clear up misinformation and concerns.

Seehuus: City needs to buy more chairs for the public and update the microphones.

McCarty: The school levy includes a performing arts center and gym and the community will be building a performance center in Startup and a new gym at the Boys/Girls Club for kids to use. Impact fees needs some work. In Olympia they lobbied to keep city funding.

Vernon Johnson: Received the congressional nomination to attend the Naval academy from US Representative Del Bene. The updates to the schools will make them more competitive with other schools.

CITY OF SULTAN COUNCIL MEETING – January 28, 2016

Ken Walker, City Administrator: Regarding notification of the hearing, staff posted the information on the city web-page, provided public notice and reviewed the property records to send notices to residents in the area.. Staff did go above and beyond the requirements – will include all that signed up for future notices..

Beeler: Apologized and said he did not mean to throw staff under the bus. Just need to make sure we are doing are due diligence.

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

- 1) Public Works
- 2) Finance – Time Allocation Report for 2015

PUBLIC HEARING – Minutes are under separate report

- 1) Transportation Improvement Plan (TIP) Amendment
- 2) SMC 16.12.050 Code Amendments
- 3) Notice of Intent to Annex – 124th Street Property

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 Seehuus, seconded by Councilmember Naslund, the consent agenda was approved as amended. McCarty – aye, abstain on vouchers; Seehuus – aye; Walker – aye; Wiita – aye, Naslund – aye; Beeler - aye.

- 1) Minutes of the December 17, 2015 Council meeting as on file in the Office of the City Clerk
- 2) Voucher Approval – in the amount of \$125,552.17 and payroll through January 15, 2016 in the amount of \$42,447.44 to be drawn and paid on the proper accounts.
- 3) Excused absence of Councilmember Neigel from the January 28, 2016 Council meeting.

ACTION ITEMS:**Resolution 15-18 TIP Amendment**

The issue is to authorize the Mayor to sign Resolution 15-18 approving the Amended 6-year (2016-2021) Transportation Improvement Plan. Staff recommends the Council consider the public input received under Agenda Item H-2 of this meeting, consider the history of this action as described in Agenda Item H-2, and authorize the Mayor to sign Resolution 15-18 to adopt the Amended 2016-2021 Transportation Improvement Plan.

On a motion by Councilmember Beeler, seconded by Councilmember Seehuus, the Mayor was authorized to sign Resolution 15-18 approving the Amended 6-year (2016-2021) Transportation Improvement Plan. All ayes.

Ordinance 1230-16 - SMC 16.12.050 Code Amendments

The issue before the Council is to introduce Ordinance 1230-16 Zoning Code Amendments: RV Storage, Shared Parking for a first reading. A public hearing was held during the January 28, 2016 Council meeting.

Recreational vehicle and boat storage is not listed as a specified use in the Sultan Zoning Code, and the proposed amendments to Sultan Municipal Code (SMC) in Chapter 16.12 will clarify where this existing and common use can take place within the City of Sultan. Shared parking agreement language will clarify how joint-use parking requirements can occur and be enforced. In these zoning code text changes, applications of recreational vehicle/boat storage and joint-use parking are expanded consistent with the intent of the Sultan Zoning Code and Comprehensive Plan.

On a motion by Councilmember Wiita, seconded by Councilmember Naslund, Ordinance 1230-16, Zone Code Amendments, was introduced for a first reading. All ayes.

CITY OF SULTAN COUNCIL MEETING – January 28, 2016**Contract for Prosecution Services – Zachor & Thomas Inc.**

The issue before the Council is to approve a contract with Zachor & Thomsas to provide Prosecuting Attorney services. The effective date of the contract would be April 1, 2016. The city of Sultan has contracted for misdemeanor prosecution services, with the Snohomish County Prosecutor's Office since 1998.

Current concerns pertaining to the prosecution of property crimes have become a focus of the citizens of Sultan. There are questions about staffing levels within the Snohomish County Prosecutors office, and therefore the ability to bring prosecution of the individuals accused of these crimes. Staff was directed in February 2015 to explore alternatives.

As stated above the, County has established a cost per type of case model, which is a flat fee per case. Private law firms have established an hourly rate formula which does not have a cap for costs per case. The City is required to provide sixty (60) days written notice to the County to terminate the Interlocal Agreement. The Interlocal would be terminated effective April 1, 2016 if the contract with Zachor & Thomas is approved.

On a motion by Councilmember Seehuus, seconded by Councilmember Naslund, the Mayor was authorized to sign a contract with Zachor & Thomas to provide Prosecuting Attorney service and to provide proper notification to the Snohomish County Prosecutor to terminate the Interlocal Agreement. All ayes.

Ordinance 1231-16 – Council Meetings

The issue before the City Council is to introduce Ordinance 1231-16 to revise the meeting schedule for November and December to avoid holidays.

SMC 2.04.010 establish regular Council meeting days as the 2nd and 4th Thursday of each month. Special meetings, such as council retreats and joint meetings with the planning board may be held as determined by the mayor and city council.

During the months of November and December there are 5 holidays for the city. Unfortunately, these holidays fall on the 2nd and 4th weeks of the month. Each year the Council takes action to change the meetings date in November and December to the 1st and 3rd Thursday of the month.

Ordinance 1231-16 amends SMC 2.04.010 to change the November and December meetings to the 1st and 3rd Thursday of month. This will eliminate the need to publish notice each year of the revised meeting schedule.

On a motion by Councilmember Wiita, seconded by Councilmember Beeler, the Council adopted Ordinance 1231-16 to change the Council meeting dates in November and December to the 1st and 3rd Thursday. All ayes.

Resolution 16-03 Emergency Declaration for Sewer Repair

The issue before the city council is to adopt Resolution No. 16-03 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to hire a contractor to repair the existing sewer main upstream of Manhole 5-2N SS017 located between 3rd Street and 4th Street on the north side of US 2.

A sink hole was discovered on January 22, 2016 located approximately five feet east of Manhole 5-2N SS017. The manhole is located between 3rd Street and 4th Street on the north side of US 2. The City is currently under contract with RH2 Engineering to investigate selected sections of the sewer system to evaluate Infiltration and Inflow. As part of the investigation, the sewer system is being evaluated with remote controlled cameras by a sub-consultant.

The City reviewed recently completed camera footage of the affected sewer main area with RH2 on January 26, 2016. The sewer main has experienced significant longitudinal and circumferential cracking in the first ten feet upstream of Manhole 5-2N SS017. As a result, RH2 is recommending that the City hire a contractor to open cut a trench to expose the main and replace 10 to 20 feet of the existing concrete pipe with PVC, and install transition coupling.

CITY OF SULTAN COUNCIL MEETING – January 28, 2016

RH2 has recommended a specialty contractor who is an expert in emergency sewer repair. The contractor has already visited the site and is preparing a construction cost estimate. Work is anticipated to start late this week or early next week.

The current situation qualifies as an emergency. The sinkhole is a result of material above the broken sewer main migrating through the cracks and being carried away through the sewer system. RH2 believes that the situation must be addressed immediately or it is likely that the sinkhole will grow. The sewer main repair will alleviate the sinkhole issue. The City may decide to replace additional main during the 4th & 5th Street reconstruction project currently slated to begin in June 2016. The contractor has provided a conservative cost estimate of approximately \$50,000. The contract will be on a time and materials basis and will likely be less. The project will be funded with Sewer Capital funds.

On a motion by Councilmember Naslund, seconded by Councilmember Beeler, the Council passed Resolution No. 16-03 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to repair the existing sewer main upstream of Manhole 5-2N SS017. All ayes.

DISCUSSION ITEMS:**Council Retreat Dates**

The issue before the City Council is to approve the dates for budget workshops and hearings. Staff recommends the council schedule three budget workshops to allow in-depth discussion of council goals and policies, and other topics as identified by the mayor and city council. The proposed dates for 2016 are:

- Thursday March 31, 2016 – Budget policy, goals and budget priorities
- Saturday, August 27, 2016 - 2017 budget priorities
- Saturday, October 8, 2016 - Mayor's recommended budget for 2017

On a motion by Councilmember Naslund, seconded by Councilmember Seehuus, a workshop was set for March 31, 2016. All ayes.

Adjournment: On a motion by Councilmember Wiita, seconded by Councilmember Seehuus, the meeting adjourned at 9:55 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 2

DATE: February 11, 2016

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the January 28, 2016 Public Hearing on the 6 Year Transportation Plan amendment as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – January 28, 2016

PUBLIC HEARING:

The Public Hearing on Amendments to the Six Year Transportation Program was called to order by Mayor Pro-tem Walker.

Councilmembers present: McCarty, Seehuus, Wiita, Naslund and Beeler.

Staff:

The issues before the City Council is to review the staff recommended amendment to the 2016-2021 Transportation Improvement Plan (TIP).

Project T-45 (5th Street Reconstruction) was included as a proposed project adopted with the 2016-2021 Transportation Improvement Plan (TIP) by the city council on June 11, 2015.

Since the adoption of the 2016-2021 TIP, the City met with the Washington State Transportation Improvement Board (TIB) engineer and developed a grant application to improve 4th Street and 5th Street from US 2 to Alder Avenue. The City received notification on November 20, 2015 that the TIB had awarded the grant for this project.

As a result, it is necessary for the City to amend the 2016-2021 TIP to reflect the expanded scope for this project.

Public Input

None

On a motion by Councilmember Wiita, seconded by Councilmember Naslund the public hearing was closed. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 3

DATE: February 11, 2016

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the January 28, 2016 Public Hearing on the amendment to SMC 16.12-050 as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – January 28, 2016**PUBLIC HEARING:**

The Public Hearing on Code Amendments to SMC 16.12.050 was called to order by Mayor Pro-tem Walker.

Councilmembers present: McCarty, Seehuus, Wiita, Naslund and Beeler.

Staff:

The issue before the Council is to hold a public hearing on proposed amendments to SMC 16.12.

Recreational vehicle and boat storage is not listed as a specified use in the Sultan Zoning Code, and the proposed amendments to Sultan Municipal Code (SMC) in Chapter 16.12 will clarify where this existing and common use can take place within the City of Sultan. Shared parking agreement language will clarify how joint-use parking requirements can occur and be enforced. In these zoning code text changes, applications of recreational vehicle/boat storage and joint-use parking are expanded consistent with the intent of the Sultan Zoning Code and Comprehensive Plan.

At its December 10, 2015, regular meeting, the Planning Board recommended approval of zoning code amendments for added uses regarding recreational vehicle and boat storage in SMC 16.12.050 HOD and SMC 16.12.060 ED zones and for added language regarding provision for shared parking agreements in SMC 16.60.100 Joint-Use Parking Requirements.

The proposed zoning code amendments accomplish three things:

- Make the development process, particularly private investment decisions, faster and simpler, relying less on an interpretation by the Planning Director and avoiding inconsistencies that can occur with such interpretations. These text changes allow two proposed development projects to proceed with less delay and uncertainty.
- Clarify how the development regulations are to be enforced and reduce the potential for citizen dissatisfaction with zoning requirements and conflicts after property investment and/or construction have been completed.
- Exemplify zoning code text changes that have been studied for more than two years without reaching conclusions regarding desired changes that will update and perhaps simplify development regulations that may be discouraging implementation of Sultan's Comprehensive Plan for economic development and stagnating healthy maintenance and growth of the City's tax base.

Clarifying the permitted use language in the Sultan Zoning Code to allow for recreational vehicle and boat storage will speed up the development process, particularly for those wishing to make investments in these types of commercial/industrial projects, which in turn can add positively to the tax base of the City.

Public Input

None

On a motion by Councilmember Wiita, seconded by Councilmember Beeler the public hearing was closed. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 4
DATE: February 11, 2016
SUBJECT: Voucher Approval - 2016
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$433,017.17 and payroll through January 15, 2016 in the amount of \$35,484.67 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$468,501.84

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
February 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/Deputy Finance Director

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

Payroll Check #31431-33	\$ 3,547.37
Direct Deposit #3	\$ 29,592.49
Benefits Check #31427-430	\$ 10,008.97
Tax Deposit #2	\$ 13,335.84
Accounts Payable Checks #31434-84	\$ 433,017.17
ACH Transactions - DOR	\$
TOTAL	\$ 468,501.84

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: 2/4/2016 - 11:42 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31434	02/11/2016	agsupply	AG Supply Co	190.78	0
31435	02/11/2016	APWA2	American Public Works Association	204.00	0
31436	02/11/2016	Wilbert	Automatic Wilbert Vault Co.	1,331.00	0
31437	02/11/2016	Capital	Capital Industries, Inc	14,009.40	0
31438	02/11/2016	CentralW	Central Welding Supply, Inc	247.76	0
31439	02/11/2016	CFS	CFS Products	113.05	0
31440	02/11/2016	BCollins	Brad Collins	6,575.00	0
31441	02/11/2016	Comcast	Comcast	784.77	0
31442	02/11/2016	Corin	Correctional Industries	157.99	0
31443	02/11/2016	Costco	Costco	798.46	0
31444	02/11/2016	DOH	Department of Health	2,609.50	0
31445	02/11/2016	DOT-S	Department of Transportation NW Re	1,326.80	0
31446	02/11/2016	Elite	Elite Lock & Safe	65.07	0
31447	02/11/2016	EFS	Embroidery for the Soul	430.06	0
31448	02/11/2016	Eylander	Eylanders Sales & Service Inc	3,161.10	0
31449	02/11/2016	Frontier	Frontier	144.53	0
31450	02/11/2016	hach	Hach Company	2,726.21	0
31451	02/11/2016	HoneyB	Honey Bucket	246.40	0
31452	02/11/2016	IIMC	International Institute of Municipal Cl	95.00	0
31453	02/11/2016	napa	Monroe Parts House	419.27	0
31454	02/11/2016	NorthSaf	Northern Safety	363.20	0
31455	02/11/2016	NorthSta	Northstar Chemical, Inc.	2,237.22	0
31456	02/11/2016	OfcDepot	Office Depot	842.39	0
31457	02/11/2016	OwenE	Owen Equipment	320.40	0
31458	02/11/2016	Polar	Polar Bear Energy Solutions Inc.	5,098.51	0
31459	02/11/2016	PUD 1	PUD	3,864.21	0
31460	02/11/2016	PUD 1107	PUD # 1 of Snohomish County	2,574.00	0
31461	02/11/2016	PUD 1107	PUD # 1 of Snohomish County	7,301.00	0
31462	02/11/2016	PSE	Puget Sound Energy	312.94	0
31463	02/11/2016	QCL	QCL, Inc.	78.02	0
31464	02/11/2016	AllWaste	Republic Services	12,611.25	0
31465	02/11/2016	ScienSup	Scientific Supply & Equipment	238.79	0
31466	02/11/2016	SCcorrec	Snohomish County Corrections	10,646.11	0
31467	02/11/2016	SCproAty	Snohomish County Prosecuting Attorn	2,112.48	0
31468	02/11/2016	SRDTF	Snohomish County Sheriff	77,477.08	0
31469	02/11/2016	Snopac	Snopac	5,542.77	0
31470	02/11/2016	SoundPub	Sound Publishing Inc	20.64	0
31471	02/11/2016	SoundT	Sound Tractor Co	64.19	0
31472	02/11/2016	SRVConst	SRV Construction Inc.	16,732.99	0
31473	02/11/2016	Staples	Staples Credit Plan	817.79	0
31474	02/11/2016	Trane	Trane US Inc	234,586.57	0
31475	02/11/2016	atrua	Aimee Lou Trua	2,400.00	0
31476	02/11/2016	BluBook	USA Blue Book	883.96	0
31477	02/11/2016	usps	USPS	787.88	0
31478	02/11/2016	VerizonW	Verizon Wireless	815.70	0
31479	02/11/2016	Wagley	Wagley Creek Automotive, Inc	195.25	0
31480	02/11/2016	wmca	Washington Municipal Clerks Associa	75.00	0
31481	02/11/2016	Weed	Weed, Graafstra & Benson, Inc, P.S.	161.50	0
31482	02/11/2016	WSysFab	Western Systems & Fabrication	6,463.68	0
31483	02/11/2016	WLJ	White Lightning Janitorial	770.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31484	02/11/2016	WSigns	Woodinville Signs	985.50	0
				Check Total:	
				433,017.17	

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 1/22/2016 - 4:53 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31427	01/22/2016	Retire	Department of Retirement	1,112.50	0
31428	01/22/2016	Retire	Department of Retirement	8,032.17	0
31429	01/22/2016	AFLAC	AFLAC	44.30	0
31430	01/22/2016	UNION	Teamsters Local Union #763	820.00	0
				Check Total:	
				10,008.97	

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 02/02/2016 - 2:59PM
Batch: 1-2-2016
Include Partial: FALSE

PR 2 2016



Check Date	Check Number	Employee No	Employee Name	Amount
02/05/2016	0	001	Laura Koenig	2,192.11
02/05/2016	0	002	Tami Pevey	1,110.94
02/05/2016	0	004	Donna Murphy	1,096.61
02/05/2016	0	007	Julie Addington	1,538.15
02/05/2016	0	010	Cynthia Sparks	1,598.10
02/05/2016	0	011	Janice Mann	1,150.97
02/05/2016	0	015	Kenneth Walker	3,123.56
02/05/2016	0	019	Michael Matheson	2,984.69
02/05/2016	0	020	Connie Dunn	2,073.63
02/05/2016	0	025	John Harris	1,992.68
02/05/2016	0	028	Todd Strom	1,733.12
02/05/2016	0	049	Victoria Forte	1,725.58
02/05/2016	0	072	Carolyn Eslick	461.75
02/05/2016	0	120	Matthew Wood	2,368.07
02/05/2016	0	121	Jason Strauss	2,004.57
02/05/2016	0	125	Riley Edwards	1,257.57
02/05/2016	0	127	Michael Rains	1,180.39
Total Employees:			17	Total: 29,592.49

Payroll

Computer Check Register

User: julie.addington
Printed: 02/02/2016 - 2:56PM
Batch: 00001-02-2016 Computer

PR 3 2016



Check No	Check Date	Employee Information	Amount
31431	02/05/2016	024 Michael Williams	1,972.78
31432	02/05/2016	029 James Barns	1,396.22
31433	02/05/2016	128 Fred Stecher II	178.37
Total Number of Employees:		3	Total for Payroll Check Run: 3,547.37

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
31427	01/22/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.51
31427	01/22/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	22.99
31427	01/22/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.51
31427	01/22/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	3.48
31427	01/22/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	47.01
31427	01/22/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	43.49
31427	01/22/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	18.01
31427	01/22/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	14.00
31427	01/22/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	264.13
31427	01/22/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	57.37
31427	01/22/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	4.57
31427	01/22/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	8.87
31427	01/22/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	188.94
31427	01/22/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	287.61
31427	01/22/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	63.64
31428	01/22/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	37.37
31428	01/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	223.92
31428	01/22/2016	STREET FUND	PERS Payable	Department of Retirement	13.16
31428	01/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	13.17
31428	01/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	13.17
31428	01/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	100.15
31428	01/22/2016	STREET FUND	PERS Payable	Department of Retirement	5.88
31428	01/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	5.89
31428	01/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	5.89
31428	01/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	554.59
31428	01/22/2016	STREET FUND	PERS Payable	Department of Retirement	178.20
31428	01/22/2016	CEMETERY FUND	PERS Payable	Department of Retirement	24.13
31428	01/22/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	24.01
31428	01/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	810.66
31428	01/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	639.35
31428	01/22/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	320.82
31428	01/22/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	154.81
31428	01/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	1,013.17
31428	01/22/2016	STREET FUND	PERS Payable	Department of Retirement	325.59
31428	01/22/2016	CEMETERY FUND	PERS Payable	Department of Retirement	44.07
31428	01/22/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	43.90

31428	01/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,480.92
31428	01/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	1,167.93
31428	01/22/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	586.00
31428	01/22/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	282.79
31429	01/22/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.04
31429	01/22/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	5.98
31429	01/22/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.03
31429	01/22/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.12
31429	01/22/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	15.90
31429	01/22/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.08
31429	01/22/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.03
31429	01/22/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	5.98
31429	01/22/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.04
31429	01/22/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.12
31429	01/22/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	15.91
31429	01/22/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0.07
31430	01/22/2016	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	103.24
31430	01/22/2016	STREET FUND	Union Dues Payable	Teamsters Local Union #763	18.98
31430	01/22/2016	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.04
31430	01/22/2016	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	2.23
31430	01/22/2016	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	115.30
31430	01/22/2016	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	89.19
31430	01/22/2016	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	54.73
31430	01/22/2016	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.29
31430	01/22/2016	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	103.23
31430	01/22/2016	STREET FUND	Union Dues Payable	Teamsters Local Union #763	18.96
31430	01/22/2016	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.05
31430	01/22/2016	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	2.23
31430	01/22/2016	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	119.31
31430	01/22/2016	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	89.15
31430	01/22/2016	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	54.76
31430	01/22/2016	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.31
31434	02/11/2016	UTILITY WATER FUND	Operating Supply	AG Supply Co	9.04
31434	02/11/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	AG Supply Co	10.85
31434	02/11/2016	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	32.57
31434	02/11/2016	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	-32.57
31434	02/11/2016	UTILITY WATER FUND	Operating Supply	AG Supply Co	89.01
31434	02/11/2016	UTILITY WATER FUND	Operating Supply	AG Supply Co	28.20
31434	02/11/2016	UTILITY WATER FUND	Repair and Maintenance	AG Supply Co	26.03
31434	02/11/2016	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	7.58
31434	02/11/2016	UTILITY WATER FUND	Operating Supply	AG Supply Co	10.00

31434	02/11/2016	UTILITY WATER FUND	Operating Supply	AG Supply Co	10.07
31435	02/11/2016	UTILITY WATER FUND	Miscellaneous	American Public Works Association	51.00
31435	02/11/2016	UTILITY SEWER FUND	Miscellaneous	American Public Works Association	51.00
31435	02/11/2016	STORMWATER UTILITY FUND	Miscellaneous	American Public Works Association	51.00
31435	02/11/2016	STREET FUND	Miscellaneous	American Public Works Association	51.00
31436	02/11/2016	CEMETERY FUND	Items for Resale	Automatic Wilbert Vault Co.	397.48
31436	02/11/2016	CEMETERY FUND	Professional Services	Automatic Wilbert Vault Co.	933.52
31437	02/11/2016	UTILITY GARBAGE FUND	Capital Outlay - Equipment	Capital Industries, Inc	14,009.40
31438	02/11/2016	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Central Welding Supply, Inc	123.88
31438	02/11/2016	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Central Welding Supply, Inc	30.97
31438	02/11/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	Central Welding Supply, Inc	30.97
31438	02/11/2016	UTILITY SEWER FUND	Small Tools/Minor Equipment	Central Welding Supply, Inc	61.94
31438	02/11/2016	STREET FUND	Office/Operating Supplies	Central Welding Supply, Inc	113.05
31439	02/11/2016	GENERAL FUND	Professional Services	CFS Products	6,575.00
31440	02/11/2016	GENERAL FUND	Communication	Brad Collins	109.55
31441	02/11/2016	GENERAL FUND	Communication	Comcast	36.52
31441	02/11/2016	STREET FUND	Communication	Comcast	73.04
31441	02/11/2016	UTILITY WATER FUND	Communication	Comcast	73.04
31441	02/11/2016	UTILITY SEWER FUND	Communication	Comcast	73.03
31441	02/11/2016	UTILITY GARBAGE FUND	Communication	Comcast	73.04
31441	02/11/2016	GENERAL FUND	Communication	Comcast	90.99
31441	02/11/2016	UTILITY WATER FUND	Communication	Comcast	45.49
31441	02/11/2016	UTILITY SEWER FUND	Communication	Comcast	45.50
31441	02/11/2016	UTILITY GARBAGE FUND	Communication	Comcast	45.49
31441	02/11/2016	GENERAL FUND	Communication	Comcast	57.64
31441	02/11/2016	UTILITY WATER FUND	Communication	Comcast	38.42
31441	02/11/2016	UTILITY SEWER FUND	Communication	Comcast	38.42
31441	02/11/2016	UTILITY GARBAGE FUND	Communication	Comcast	38.43
31441	02/11/2016	STREET FUND	Communication	Comcast	19.21
31442	02/11/2016	UTILITY GARBAGE FUND	Operating Supplies	Correctional Industries	137.36
31442	02/11/2016	GENERAL FUND	Miscellaneous	Correctional Industries	20.63
31443	02/11/2016	UTILITY GARBAGE FUND	Office Supplies	Costco	99.81
31443	02/11/2016	UTILITY SEWER FUND	Office Supplies	Costco	99.81
31443	02/11/2016	UTILITY WATER FUND	Office Supplies	Costco	99.80
31443	02/11/2016	STREET FUND	Office/Operating Supplies	Costco	99.81
31443	02/11/2016	GENERAL FUND	Office/Operating Supplies	Costco	399.23
31444	02/11/2016	UTILITY WATER FUND	Miscellaneous	Department of Health	2,609.50
31445	02/11/2016	PARK IMPROVEMENT FUND	General Park Improvements	Department of Transportation NW Region	1,326.80
31446	02/11/2016	UTILITY WATER FUND	Operating Supply	Elite Lock & Safe	45.47
31446	02/11/2016	UTILITY SEWER FUND	Operating Supplies	Elite Lock & Safe	9.80
31446	02/11/2016	UTILITY WATER FUND	Operating Supply	Elite Lock & Safe	9.80
31447	02/11/2016	STREET FUND	Uniforms	Embroidery for the Soul	107.50

31447	02/11/2016	UTILITY WATER FUND	Uniforms	Embroidery for the Soul	107.56
31447	02/11/2016	UTILITY SEWER FUND	Uniforms	Embroidery for the Soul	107.50
31447	02/11/2016	UTILITY SEWER FUND	Uniforms	Embroidery for the Soul	107.50
31448	02/11/2016	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	2,683.26
31448	02/11/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	477.84
31449	02/11/2016	UTILITY WATER FUND	Communication	Frontier	144.53
31450	02/11/2016	UTILITY SEWER FUND	Operating Supplies	Hach Company	1,856.58
31450	02/11/2016	UTILITY SEWER FUND	Operating Supplies	Hach Company	365.68
31450	02/11/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	Hach Company	398.45
31450	02/11/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	Hach Company	105.50
31451	02/11/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	134.75
31451	02/11/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	111.65
31452	02/11/2016	GENERAL FUND	Miscellaneous Expense	International Institute of Municipal Clerks	95.00
31453	02/11/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Monroe Parts House	-19.60
31453	02/11/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	115.09
31453	02/11/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	43.82
31453	02/11/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Monroe Parts House	-59.24
31453	02/11/2016	UTILITY GARBAGE FUND	Operating Supplies	Monroe Parts House	209.85
31453	02/11/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	29.35
31453	02/11/2016	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Monroe Parts House	50.00
31453	02/11/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	50.00
31454	02/11/2016	UTILITY SEWER FUND	Uniforms	Northern Safety	60.54
31454	02/11/2016	UTILITY GARBAGE FUND	Uniforms	Northern Safety	60.53
31454	02/11/2016	STORMWATER UTILITY FUND	Uniforms	Northern Safety	60.53
31454	02/11/2016	GENERAL FUND	Uniforms	Northern Safety	60.53
31454	02/11/2016	STREET FUND	Uniforms	Northern Safety	60.53
31454	02/11/2016	UTILITY WATER FUND	Uniforms	Northern Safety	60.54
31454	02/11/2016	UTILITY WATER FUND	Uniforms	Northern Safety	60.53
31455	02/11/2016	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.	551.20
31455	02/11/2016	UTILITY SEWER FUND	Operating Supplies	Northstar Chemical, Inc.	1,686.02
31456	02/11/2016	UTILITY WATER FUND	Office Supplies	Office Depot	14.58
31456	02/11/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	14.58
31456	02/11/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	14.58
31456	02/11/2016	STREET FUND	Office Supplies	Office Depot	14.58
31456	02/11/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	58.31
31456	02/11/2016	UTILITY WATER FUND	Office Supplies	Office Depot	44.87
31456	02/11/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	44.88
31456	02/11/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	44.87
31456	02/11/2016	STREET FUND	Office Supplies	Office Depot	44.87
31456	02/11/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	179.49
31456	02/11/2016	UTILITY WATER FUND	Office Supplies	Office Depot	5.26
31456	02/11/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	5.26

31456	02/11/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	5.26
31456	02/11/2016	STREET FUND	Office Supplies	Office Depot	5.27
31456	02/11/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	21.04
31456	02/11/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	162.34
31456	02/11/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	40.59
31456	02/11/2016	UTILITY WATER FUND	Office Supplies	Office Depot	40.59
31456	02/11/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	40.58
31456	02/11/2016	STREET FUND	Office Supplies	Office Depot	40.59
31457	02/11/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Owen Equipment	128.16
31457	02/11/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Owen Equipment	128.16
31457	02/11/2016	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Owen Equipment	64.08
31458	02/11/2016	BUILDING MAINTENANCE FUND	Capital - Buildings	Polar Bear Energy Solutions Inc.	5,098.51
31459	02/11/2016	GENERAL FUND	Utilities	PUD	70.12
31459	02/11/2016	GENERAL FUND	Utilities	PUD	44.93
31459	02/11/2016	UTILITY WATER FUND	Utilities	PUD	1,880.62
31459	02/11/2016	GENERAL FUND	Utilities	PUD	42.76
31459	02/11/2016	UTILITY SEWER FUND	Utilities	PUD	478.51
31459	02/11/2016	GENERAL FUND	Utilities	PUD	19.10
31459	02/11/2016	UTILITY WATER FUND	Utilities	PUD	91.20
31459	02/11/2016	UTILITY SEWER FUND	Utilities	PUD	91.19
31459	02/11/2016	UTILITY GARBAGE FUND	Utilities	PUD	91.20
31459	02/11/2016	STREET FUND	Utilities	PUD	91.19
31459	02/11/2016	GENERAL FUND	Utilities	PUD	91.20
31459	02/11/2016	GENERAL FUND	Utilities	PUD	455.98
31459	02/11/2016	GENERAL FUND	Utilities	PUD	210.75
31459	02/11/2016	GENERAL FUND	Utilities	PUD	186.92
31459	02/11/2016	STREET FUND	Utilities	PUD	18.54
31460	02/11/2016	UTILITY SEWER FUND	Repair and Maintenance	PUD # 1 of Snohomish County	429.00
31460	02/11/2016	UTILITY GARBAGE FUND	Repair and Maintenance	PUD # 1 of Snohomish County	429.00
31460	02/11/2016	STREET FUND	Miscellaneous	PUD # 1 of Snohomish County	429.00
31460	02/11/2016	UTILITY WATER FUND	Repair and Maintenance	PUD # 1 of Snohomish County	429.00
31460	02/11/2016	STORMWATER UTILITY FUND	Repair and Maintenance	PUD # 1 of Snohomish County	429.00
31460	02/11/2016	GENERAL FUND	Repair and Maintenance	PUD # 1 of Snohomish County	429.00
31461	02/11/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	PUD # 1 of Snohomish County	7,301.00
31462	02/11/2016	STREET FUND	Utilities	Puget Sound Energy	78.24
31462	02/11/2016	UTILITY WATER FUND	Utilities	Puget Sound Energy	78.23
31462	02/11/2016	UTILITY SEWER FUND	Utilities	Puget Sound Energy	78.24
31462	02/11/2016	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	78.23
31463	02/11/2016	UTILITY GARBAGE FUND	Miscellaneous	QCL, Inc.	78.02
31464	02/11/2016	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Republic Services	12,611.25
31465	02/11/2016	UTILITY SEWER FUND	Operating Supplies	Scientific Supply & Equipment	136.99

31465	02/11/2016	UTILITY SEWER FUND	Operating Supplies	Scientific Supply & Equipment	101.80
31466	02/11/2016	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	8,227.00
31466	02/11/2016	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	2,385.00
31466	02/11/2016	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	30.79
31466	02/11/2016	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	3.32
31467	02/11/2016	GENERAL FUND	Professional Services - Prosec	Snohomish County Prosecuting Attorney	2,112.48
31468	02/11/2016	GENERAL FUND	Professional Services - SnoCty	Snohomish County Sheriff	77,477.08
31469	02/11/2016	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	5,542.77
31470	02/11/2016	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	20.64
31471	02/11/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Sound Tractor Co	64.19
31472	02/11/2016	STREET IMPROVEMENT FUND	Date Avenue Project	SRV Construction Inc.	16,732.99
31473	02/11/2016	GENERAL FUND	Office/Operating	Staples Credit Plan	760.09
31473	02/11/2016	GENERAL FUND	Office/Operating Supplies	Staples Credit Plan	28.85
31473	02/11/2016	STREET FUND	Office Supplies	Staples Credit Plan	7.21
31473	02/11/2016	UTILITY WATER FUND	Office Supplies	Staples Credit Plan	7.22
31473	02/11/2016	UTILITY SEWER FUND	Office Supplies	Staples Credit Plan	7.21
31473	02/11/2016	UTILITY GARBAGE FUND	Office Supplies	Staples Credit Plan	7.21
31474	02/11/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Trane US Inc	11,279.07
31474	02/11/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Trane US Inc	223,307.50
31475	02/11/2016	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	2,000.00
31475	02/11/2016	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	400.00
31476	02/11/2016	UTILITY WATER FUND	Operating Supply	USA Blue Book	883.96
31477	02/11/2016	UTILITY WATER FUND	Communication	USPS	236.36
31477	02/11/2016	UTILITY WATER FUND	Communication	USPS	236.37
31477	02/11/2016	UTILITY SEWER FUND	Communication	USPS	236.36
31477	02/11/2016	UTILITY GARBAGE FUND	Communication	USPS	78.79
31477	02/11/2016	STORMWATER UTILITY FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	STREET FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	55.63
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	55.63
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	55.63
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	55.63
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	37.47
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	55.63
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	7.50

31478	02/11/2016	STREET FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	39.28
31478	02/11/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	39.28
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	39.28
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	39.28
31478	02/11/2016	STREET FUND	Communication	Verizon Wireless	39.28
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	STREET FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	37.47
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	12.14
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	12.14
31478	02/11/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	12.14
31478	02/11/2016	STREET FUND	Communication	Verizon Wireless	12.14
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	12.14
31478	02/11/2016	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	7.50
31478	02/11/2016	STREET FUND	Communication	Verizon Wireless	7.49
31478	02/11/2016	GENERAL FUND	Communication	Verizon Wireless	7.49
31479	02/11/2016	UTILITY WATER FUND	Vehicle Repair	Wagley Creek Automotive, Inc	55.63
31479	02/11/2016	UTILITY SEWER FUND	Vehicle Repair	Wagley Creek Automotive, Inc	65.08
31479	02/11/2016	UTILITY GARBAGE FUND	Vehicle Repair	Wagley Creek Automotive, Inc	65.08
31480	02/11/2016	GENERAL FUND	Miscellaneous Expense	Washington Municipal Clerks Association	65.09
31481	02/11/2016	LID GUARANTY AND BOND FUND	Professional Services	Weed, Graafstra & Benson, Inc, P.S.	75.00
31482	02/11/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Western Systems & Fabrication	161.50
31482	02/11/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Western Systems & Fabrication	4,758.10
31483	02/11/2016	GENERAL FUND	Professional Services	White Lightning Janitorial	1,705.58
31483	02/11/2016	UTILITY WATER FUND	Professional Service - General	White Lightning Janitorial	166.67
31483	02/11/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	55.55
31483	02/11/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	166.66
31483	02/11/2016	UTILITY GARBAGE FUND	Professional Service	White Lightning Janitorial	55.55
31483	02/11/2016	GENERAL FUND	Professional Services	White Lightning Janitorial	55.57
31483	02/11/2016	UTILITY WATER FUND	Professional Service - General	White Lightning Janitorial	30.00
31483	02/11/2016	UTILITY SEWER FUND	Professional Service - General	White Lightning Janitorial	10.00
31483	02/11/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	10.00
31483	02/11/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	30.00
31483	02/11/2016	UTILITY GARBAGE FUND	Professional Service	White Lightning Janitorial	10.00
31483	02/11/2016	GENERAL FUND	Professional Services	White Lightning Janitorial	10.00

31483	02/11/2016	UTILITY WATER FUND	Professional Service - General	White Lightning Janitorial	20.00
31483	02/11/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	60.00
31483	02/11/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	20.00
31483	02/11/2016	UTILITY GARBAGE FUND	Professional	White Lightning Janitorial	20.00
31484	02/11/2016	GENERAL FUND	Miscellaneous	Woodinville Signs	985.50
				Total	<u>443,026.14</u>

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Action A 1

DATE: February 11, 2016

SUBJECT: Ordinance 1230-16 - Zoning Code Amendments: RV Storage, Shared Parking

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is the adoption of Ordinance 1230-16 Zoning Code Amendments: RV Storage, Shared Parking. A public hearing was held during the January 28, 2016 Council meeting. The City Attorney has reviewed the ordinance and made minor corrections include language regarding the Department of Commerce review and SEPA requirements.

Recreational vehicle and boat storage is not listed as a specified use in the Sultan Zoning Code, and the proposed amendments to Sultan Municipal Code (SMC) in Chapter 16.12 will clarify where this existing and common use can take place within the City of Sultan. Shared parking agreement language will clarify how joint-use parking requirements can occur and be enforced. In these zoning code text changes, applications of recreational vehicle/boat storage and joint-use parking are expanded consistent with the intent of the Sultan Zoning Code and Comprehensive Plan.

COUNCIL COMMITTEE/PLANNING BOARD/WORK GROUP RECOMMENDATION:

At its December 10, 2015, regular meeting, the Planning Board recommended approval of zoning code amendments for added uses regarding recreational vehicle and boat storage in SMC 16.12.050 HOD and SMC 16.12.060 ED zones and for added language regarding provision for shared parking agreements in SMC 16.60.100 Joint-Use Parking Requirements.

STAFF RECOMMENDATION:

The City staff proposed the zoning code amendments and concurs with the recommendation of the Planning Board per the attached Ordinance and the minutes of the December 10, 2015, Planning Board meeting.

SUMMARY:

The proposed zoning code amendments accomplish three things:

- Make the development process, particularly private investment decisions, faster and simpler, relying less on an interpretation by the Planning Director and avoiding inconsistencies that can occur with such interpretations. These text changes allow two proposed development projects to proceed with less delay and uncertainty.
- Clarify how the development regulations are to be enforced and reduce the potential for citizen dissatisfaction with zoning requirements and conflicts after property investment and/or construction have been completed.

- Exemplify zoning code text changes that have been studied for more than two years without reaching conclusions regarding desired changes that will update and perhaps simplify development regulations that may be discouraging implementation of Sultan's Comprehensive Plan for economic development and stagnating healthy maintenance and growth of the City's tax base.

Clarifying the permitted use language in the Sultan Zoning Code to allow for recreational vehicle and boat storage will speed up the development process, particularly for those wishing to make investments in these types of commercial/industrial projects, which in turn can add positively to the tax base of the City. One question that needs to be answered is whether allowing a nonretail permitted use in the Highway-Oriented Development (HOD) zone detracts from the potential sales tax revenue for which commercial retail zoned property is primarily intended. Another question regarding the potential for the deduction of a storage yard normally allowed in an industrial/manufacturing zone to take place in a commercial retail zone is answered by requiring the storage to be inside a building and therefore completely obscured from off-site observation.

While the Sultan Zoning Code allows for joint-use parking, the current language limits how the joint-use parking can be applied. In the case of the proposed Boys & Girls Club gymnasium, the limitation to places of public assembly requires several code interpretations. Each interpretation may create conflicts if enforcement of time of use for parking of the different activities in the several buildings on separate pieces of property where parking is or is not actually provided. Moreover, the current language does not make it clear who has responsibility to manage use of the joint-use parking spaces and what to do if the joint-use parking arrangements don't work out.

These two zoning code text changes are very specific and relatively easy to grasp. Nonetheless, they are good cases in understanding how complicated development regulations are and what unforeseen consequences can happen with or without specific language. In each case, a specific use or new language has been added to reduce the need for an interpretation by the Planning Director, which can cause legal challenges. However, new language should be added only if it can make the development regulations more readable by the general public and therefore simpler to understand and enforce.

DISCUSSION:

Recreational Vehicle (RV) and Boat Storage is not a specifically listed use in Title 16 which has recreational vehicle parks, automobile (not truck or RV) sales, and towing and wrecking services listed in the HOD and/or ED zones. We have permitted a boat and RV storage yard in the ED zone on E. Main St. (next to the Eagles). Recreational vehicle and boat storage is a common land use now and should be specifically listed in the Zoning Code. The proposed zoning code amendment as drafted would list RV and boat storage within a building as a permitted use in the HOD zone and RV and boat storage yard as a permitted use in the ED zone.

Recommended addition to permitted uses in 16.12.050(8)(b) Highway-Oriented Development (HOD) Zone -- Miscellaneous Associated Facilities:

- b. Recreational vehicle and boat storage inside a building.

Recommended addition to permitted uses in 16.12.060(7)(h) Economic Development (ED) Zone -- Miscellaneous Associated Facilities

h. Recreational vehicle and boat storage yard.

Added language to the following SMC Chapter 16.12 tables:

Highway-Oriented Development (HOD) Zone

Table of Dimensional and Density Requirements

Uses	Maximum		Width	Depth	Each			Max	Max
Permitted	Units/Acre	Area	(ft)	(ft)	Front	Side	Rear	Bldg Height	Lot Coverage
Recreational Vehicle/Boat Storage (Bldg)	-	1 acre	100	200	25	25	25	30	60

Economic Development (ED) Zone

Table of Dimensional and Density Requirements

Uses	Maximum		Width	Depth	Each			Max	Max
Permitted	Units/Acre	Area	(ft)	(ft)	Front	Side	Rear	Bldg Height	Lot Coverage
Recreational Vehicle/Boat Storage Yard	-	1 acre	100	200	25	25	25	30	25

In meeting on-site parking requirements for new development, consideration can be taken into account for on-site and nearby off-site parking that can be shared due to distinct and separate time of use of parking spaces. For example, parking spaces needed only for day time use could be shared by another on-site night time use when conditions are placed on the site plan approval to ensure the scheduled times of use. Similarly, nearby day time uses or week day uses can share parking with another use that requires only night time or weekend parking again when conditions are placed on the site plan approval to ensure the scheduled times of use. The City currently allows for joint-use parking for Places of Public Assembly (SMC 16.60.100.A) and in Mixed Use Developments (SMC 16.60.100.B). The proposed zoning code amendment as drafted would clarify how time of use parking would be determined and enforced making it

the responsibility of the property owner per an agreed, approved, and recorded covenant running with the land.

Current language to remain as follows:

16.60.100 Joint-use parking requirements.

A. Places of Public Assembly. Parking spaces already provided to meet off-street parking requirements of stores, office buildings, schools, and industrial establishments, situated on the same site as places of public assembly, and that are not normally in use between the hours of 6:00 p.m. and midnight and are made available for other parking, may be used to meet not more than 50 percent of the total requirements of parking spaces. Written agreement is required for such joint-use parking arrangements between the officials of the place of public assembly and the owner or manager of the other development and parking area on the site.

B. Mixed Use Developments. In the case of mixed uses (such as shopping centers), the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. Off-street parking facilities for one use shall not be considered as providing required parking facilities for any other use, except as specified above for joint use. (Ord. 630 § 2 [16.10.030(10)], 1995)

Added new language as follows:

C. Shared Parking Agreement. Parking facilities may be cooperatively used by different land uses, when the times of the use of such parking spaces by each use are not simultaneous. A shared parking agreement signed by all parties who share the parking facilities and approved by the City Community Development Director (Director) shall be required that binds the parking facilities and the parties until the agreement is dissolved by all parties and approved by the Director. The total number of required parking spaces may be reduced from the requirements of Sultan Municipal Code Chapter 16.60, if it is demonstrated through a parking study that complementary uses, internal trip capture or uses with different peak parking needs justify the reduction in required parking spaces at all times. A covenant running with the land shall be made between the property owner (owner) and the City of Sultan (City) stating the responsibilities of the owner and shall be recorded with Snohomish County. A copy with the recording number and parking layouts and scheduled times of use by the specific uses sharing the on-site parking spaces shall be submitted as part of any permit application for development. When any shared parking agreement subject to the covenant is to be modified or terminated, the owner shall be responsible for notifying the Director and providing a revised site plan and schedule for meeting the parking requirements of all the development on the property subject to the covenant.

The proposed text changes would benefit two development proposals by removing some uncertainty about possible interpretations of the zoning requirements and avoiding delays in any schedules for moving ahead with construction or purchase actions. However, the text changes would enable other properties to similarly develop, not just the two proposed developments. In both cases, the projects could easily be adapted in the future for a return to the current development options. The building on Cascade View Road could still be used for commercial retail, if the property's highest and best use were marketable. Likewise, nothing precludes the addition of new parking spaces should more be needed for activities on the Boys & Girls Club gymnasium property.

ALTERNATIVES:

The primary alternative is to not adopt one or all of the zoning code amendments, particularly if the text changes fail to achieve the highest and best use of the HOD and ED zones or if the added language does not adequately clarify and simplify the development regulations. The zoning code amendments should be decided on whether or not these updates maintain and grow the City's tax base through development that does not adversely affect the development of other properties and avoid citizen dissatisfaction and potential legal challenges to code requirements and interpretations.

FISCAL IMPACT:

The code amendments have no immediate impact on the City's budget. Future impacts would depend on trade-off between long term sales tax versus more immediate and sustained property tax. Initially it might be expected that the lack of visual access of the subject property proposed to benefit from the code amendment would not offer better tax revenue than a sustained nonretail storage service surrounded by other nonretail businesses along Cascade View Road well below the grade of Highway 2. Reduction of legal challenges to zoning code requirements or interpretations would likely save the City money in attorney fees and liability insurance costs again over time.

RECOMMENDED ACTION:

First reading of Ordinance 1230-16 for adoption of the recommended zoning code amendments, City staff recommends continuation of the adoption process for a second reading of the Ordinance to the February 11, 2016, regular meeting of the City Council and affirmative action on the proposed zoning code amendments at that meeting.

ATTACHMENTS:

- A. Draft Ordinance for Adoption of Recreational Vehicle and Boat Storage Permitted Uses in SMC Chapter 16.12 and Shared Parking Agreement in SMC Section 16.60.100(C).
- B. Draft Minutes of the December 10, 2015, regular meeting of the Sultan Planning Board.

**CITY OF SULTAN
WASHINGTON**

ORDINANCE 1230-16

AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, AMENDING SULTAN MUNICIPAL CODE SECTIONS 16.12.050, 16.12.060, AND 16.60.100 RELATED TO RECREATIONAL VEHICLE AND BOAT STORAGE AND SHARED PARKING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 16 of the Sultan Municipal Code (“SMC”) is the Unified Development Code, containing the zoning standards for the City of Sultan (“City”); and

WHEREAS, recreational vehicle and boat storage is a common and existing use within certain zoning districts in the City, but is not listed as a specified use in the City zoning standards, and the City desires to amend the zoning standards to clarify where this common use can take place within the City and establish dimensional requirements for such use; and

WHEREAS, Chapter 16.60 SMC allows for joint-use parking in places of public assembly by written agreement, but does not contain procedural or substantive requirements for such agreements; and

WHEREAS, the City also desires to amend the zoning standards to authorize the existing use for recreational vehicle and boat storage in certain zoning districts and to specify procedural requirements for joint-use parking agreements; and

WHEREAS, on December 10, 2015, the Planning Board considered proposed amendments to Chapter 16.12 and Chapter 16.60 SMC regarding recreational vehicle and boat storage and joint-use parking agreements (“the Proposed Amendments”) and unanimously voted to recommend approval of the Proposed Amendments; and

WHEREAS, a public hearing on adoption of the Proposed Amendments was properly advertised and set for the regular Council meeting of January 28, 2016; and

WHEREAS, the City Council has considered the Planning Board’s recommendation, along with the public input received at its January 28, 2016, regular Meeting; and

WHEREAS, on January 8, 2016, the Proposed Amendments were submitted to the Department of Commerce as required by RCW 36.70A.106, and expedited review was granted; and

WHEREAS, the Proposed Amendments are text amendments resulting in no substantive changes respecting use or modification of the environment, and therefore constitute a procedural action under WAC 197-11-800(19)(a)-(b); and

WHEREAS, pursuant to WAC 197-11-800(19), procedural actions are exempt from threshold determination and EIS requirements under the State Environmental Policy Act (Chapter 43.21C RCW) and the Growth Management Act (Chapter 36.70A RCW); and

WHEREAS, the City Council has determined that the Proposed Amendments clarify permitted uses and application of joint-use off-street parking are consistent with the City of Sultan Comprehensive Plan as required by RCW 36.70A.040;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of the Proposed Amendments.

Section 2. SMC 16.12.050, Highway-oriented development (HOD) zone, Amended. Section 16.12.050 of the Sultan Municipal Code is hereby amended as follows:

A. A new subsection (c) is added to SMC 16.12.050(B)(8), *Miscellaneous Associated Facilities*, to read as follows:

c. Recreational vehicle and boat storage inside a building.

B. A new row is added to the end of the *Highway-Oriented Development (HOD) Zone Table of Dimensional and Density Requirements* to read as follows:

Uses Permitted	Maximum Units/Acre	Area	Width (ft)	Depth (ft)	Front	Each Side	Rear	Max Bldg Height	Max Lot Coverage
<u>Recreational Vehicle/Boat Storage</u>	-	1 acre	100	200	25	25	25	30	60

Section 3. SMC 16.12.060, Economic development (ED) zone, Amended. Section 16.12.060 of the Sultan Municipal Code is hereby amended as follows:

A. A new subsection (h) is added to SMC 16.12.060(B)(7), *Wholesale/Storage/Distribution*, to read as follows:

h. Recreational vehicle and boat storage yard.

B. A new row is added to the end of the *Economic Development (ED) Zone Table of Dimensional and Density Requirements* to read as follows:

Uses Permitted	Maximum Units/Acre	Area	Width (ft)	Depth (ft)	Front	Each Side	Rear	Max Bldg Height	Max Lot Coverage
<u>Recreational Vehicle/Boat Storage</u>	-	1 acre	100	200	25	25	25	30	25

Section 4. SMC 16.60.100, Joint-use parking requirements, Amended. Section 16.60.100 of the Sultan Municipal Code is hereby amended to read as follows:

16.60.100 Joint-use parking requirements.

A. Places of Public Assembly. Parking spaces already provided to meet off-street parking requirements of stores, office buildings, schools, and industrial establishments, situated on the same site as places of public assembly, and that are not normally in use between the hours of 6:00 p.m. and midnight and are made available for other parking, may be used to meet not more than 50 percent of the total requirements of parking spaces. Written agreement is required for such joint-use parking arrangements between the officials of the place of public assembly and the owner or manager of the other development and parking area on the site.

B. Mixed Use Developments. In the case of mixed uses (such as shopping centers), the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. Off-street parking facilities for one use shall not be considered as providing required parking facilities for any other use, except as specified above for joint use.

C. Shared Parking Agreement. Parking facilities may be cooperatively used by different land uses, when the times of the use of such parking spaces by each use are not simultaneous. A shared parking agreement signed by all parties who share the parking facilities, and approved by the Community Development Director (“Director”), shall be required that binds the parking facilities and the parties until the agreement is dissolved by all parties and approved by the Director. The total number of required parking spaces may be reduced from the requirements of Chapter 16.60 SMC if it is demonstrated through a parking study that complementary uses, internal trip capture, or uses with different peak parking needs justify the reduction in required parking spaces at all times. A covenant running with the land shall be made between the property owner (“Owner”) and the City of Sultan (“City”) stating the responsibilities of the Owner and shall be recorded with the Snohomish County Auditor. A copy of the Agreement with the recording number and parking layouts and scheduled times of use by the specific uses sharing the on-site parking spaces shall be submitted as part

of any permit application for development. When any shared parking agreement subject to the covenant described herein is to be modified or terminated, the Owner shall be responsible for notifying the Director, providing a revised site plan, and preparing a schedule for meeting the parking requirements of all the development on the property subject to the covenant.

Section 5. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 6. Severability. If any section, subsection, or sentence of this Ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance and the same shall remain in full force and effect.

Section 7. Effective Date. This ordinance shall become effective five days (5 days) after publication.

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS ____ DAY OF _____, 2016, AND SIGNED INTO AUTHENTICATION THIS ____ DAY OF _____, 2016.

APPROVED:

Carolyn Eslick, Mayor

APPROVED AS TO FORM:

Amy S. Mill, City Attorney

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Posted:

Published:

**SULTAN PLANNING BOARD MINUTES
December 10, 2015**

PLANNING BOARD MEMBERS PRESENT:

Lucy Hitchcock
Gloria Reedy
Sean Gossett
Tom Green, arrived 7:20p.m.
Janet Peterson arrived at 7:10p.m.

STAFF PRESENT:

Ken Walker, City Administrator
Cyd Sparks, Secretary of the Board
Brad Collins, FAICP Interim Planning Director

CALL TO ORDER:

Call to Order at 7:00 p.m.

CHANGES TO THE AGENDA:

None.

PUBLIC COMMENTS:

Bob McCarty, 1203 Loves Hill Drive, Sultan – Water Trails Planning – heads up, boat/float oriented. “Sky to Sound” The City received a Grant from National Park Service to have Park Staff person to help us through this project. To make areas “In/Out” areas for food stops and economic development. Make people want to spend their money here.

PLANNING BOARD MEMBER COMMENTS:

Gossett – Concerns over what is going on at the Sultan Airport. Gossett is going to let his term expire in February.

Reedy – Welcomes Brad to the Planning Board meeting. What do the initials behind your name mean? Are the PB dates changing to Thursdays? Brad explains.

Peterson – Welcomes Brad to the group and looks forward to getting something done.

Collins – Answers questions from the Board and discusses the change in the day for future PB Meetings.

APPROVAL OF MINUTES:

October 20, 2015 Minutes – Peterson moves to approve the minutes as printed. Reedy seconds. All Ayes.

DISCUSSION AND STUDY ITEMS:

D-1: Review Parks Questionnaire/Survey (November Packet) Board discusses the questionnaire and refines some of the questions. Add kayaking and boating. Change 8th to 9th Street. Add a map showing the park locations with numbers. Add question #13 from the phone survey. What about adding equestrian trails? Add a question about horse trails. Redo the questionnaire for the next meeting.

D-2: PROS Plan Edits (November Packet) Talk about FTP file (*FTP* stands for *File Transfer Protocol* and, as the name implies, it is a way of transferring files between computers) or setting up a separate computer for the Board

to come to the City and make their edits. PB Members to go over the PROS Plan and pick a section that they would like to work on.

D-3: Planning Board By-Laws (November Packet) information only.

D-4: Planning Board Work List 2016

Brad goes over a work list for 2016 with the Board. Changing the meetings to the 3rd Thursday of the month for Jan thru March.

D-5: Zoning Code Amendments

Staff goes over the two zoning code changes he will be bringing up.

1) Recreational vehicle and boat storage yards and/or buildings. Board and Staff discuss the need for a public hearing at the planning board meeting. Board and Staff have discussion on changes to the By-Laws which list the items on the PB Agenda.

Recommendation to the City Council to Recreational vehicle in HOD in building, recreational vehicle yards in ED Zone. Green makes a motion and Peterson seconds. All Ayes.

2) Staff discusses the shared parking requirements with the Board. Board asks questions, what is Internal Trip Capture? Staff explains that it means cars are going into more than one business at the same parking site.

Recommendation to the City Council to allow shared parking requirement C as written. Green makes a motion and Reedy seconds. All Ayes.

16.60.100 Joint-use parking requirements.

Existing:

A. Places of Public Assembly. Parking spaces already provided to meet off-street parking requirements of stores, office buildings, schools, and industrial establishments, situated on the same site as places of public assembly, and that are not normally in use between the hours of 6:00 p.m. and midnight and are made available for other parking, may be used to meet not more than 50 percent of the total requirements of parking spaces. Written agreement is required for such joint-use parking arrangements between the officials of the place of public assembly and the owner or manager of the other development and parking area on the site.

B. Mixed Use Developments. In the case of mixed uses (such as shopping centers), the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. Off-street parking facilities for one use shall not be considered as providing required parking facilities for any other use, except as specified above for joint use. (Ord. 630 § 2 [16.10.030(10)], 1995)

New:

C. Shared Parking Agreement. Parking facilities may be cooperatively used by different land uses, when the times of the use of such parking spaces by each use are not simultaneous. A shared parking agreement signed by all parties who share the parking facilities and approved by the City Community Development Director (Director) shall be required that binds the parking facilities and the parties until the agreement is dissolved by all parties and approved by the Director. The total number of required parking spaces may be reduced from the requirements of Sultan Municipal Code Chapter 16.60, if it is demonstrated through a parking study that complementary uses, internal trip capture or uses with different peak parking needs justify the reduction in required parking spaces at all times. A covenant running with the land shall be

made between the property owner (owner) and the City of Sultan (City) stating the responsibilities of the owner and shall be recorded with Snohomish County. A copy with the recording number and parking layouts and scheduled times of use by the specific uses sharing the on-site parking spaces shall be submitted as part of any permit application for development. When any shared parking agreement subject to the covenant is to be modified or terminated, the owner shall be responsible for notifying the Director and providing a revised site plan and schedule for meeting the parking requirements of all the development on the property subject to the covenant.

D-6: Title 16 - Unified Development Code

Staff goes over some of the historical events on Title 16 & 18. Several different versions have attempted unsuccessfully to update the City's development regulations. This work is identified as one of the principal duties of the Planning Board and the Community Development Director. Before we make another attempt at revising the City's Development/Zoning Code, an objective or set of objectives needs to be determined to guide the review.

The goal of the December Planning Board meeting is to set some work parameters and schedule. Board has discussion with Staff over what happened in the past. Staff wants to work on a way to make the process better this time. Have the Attorney review the updates to the Code as the Board completes them. January's meeting should begin with what are the major issues in Title 16 and Title 18? Look at impact fees, why are they expensive and can they pay them at another time other than when permits are due.

Revise the PB Meetings from the 3rd Tuesday of the month to the 3rd Thursday of the month thru March. Motion by Gossett and seconded by Green. All Ayes.

ACTIONS FOR NEXT MEETING:

- PB Minutes for December 10th
- Updated Survey for 3rd review.
- PROS Plan in shared location - still working on a solution. Shared computer upstairs.
- Bring Zoning Map for each member.
- Publish the PB Calendar in newspaper and webpage.
- Staff to put together materials for review of Code for January meeting.

PLANNING BOARD COMMENTS:

Peterson –Thanks for delivering the PB Packets.

Reedy – Did research on raising the Sultan Sales to what the Monroe tax rate to Sultan Council. Reedy would like the ear marked funds to parks.

Green – would like to find a way to sell cars and keep the sales tax here. Loves to hear that Staff is trying to keep it simple.

PUBLIC COMMENTS:

McCarty – comments on the SMC Code. Take what is the best from 16 and 18 and make one code.

ADJOURNMENT:

Peterson moves to adjourn the meeting and Reedy seconded the motion. All Ayes.

Adjourned at 9:10 p.m.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A – 2
DATE: February 11, 2016
SUBJECT: Emergency Sewer Repair Contract
CONTACT PERSON: Mick Matheson, P.E., Public Works Director



ISSUE:

The issue before the City Council is to authorize the Mayor to sign a contract with Buno Construction, LLC to repair the existing sewer main upstream of Manhole 5-2N SS017 located between 3rd Street and 4th Street on the north side of US 2. The contract will not exceed \$25,192.02.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with Buno Construction, LLC for an amount not to exceed \$25,192.02.

SUMMARY:

The City Council authorized the Mayor to sign Resolution 16.03 at the January 28, 2016 council meeting declaring an emergency and waiving competitive bidding requirements to deal with a sinkhole issue adjacent to a sewer manhole between 3rd Street and 4th Street on the north side of US 2.

RH2 Engineering is under contract with the city to investigate selected sections of the sewer system to evaluate infiltration and inflow. As part of the investigation, the sewer system is being evaluated with remote controlled cameras by a subconsultant.

On January 23, 2015, the city reviewed recently completed camera footage of the affected sewer main with RH2. The sewer main has significant longitudinal and circumferential cracking in the first ten feet upstream of Manhole 5-2N SS017. RH2 recommended Buno Construction to open cut a trench to expose the main and replace 10 to 20 feet of the existing concrete pipe with PVC and install a transition coupling.

Buno Construction started mobilizing on Monday, February 1, 2016 and uncovered a buried manhole at the intersection of 4th Street and US 2 to be used for bypass pumping. On Tuesday, after they started excavating, they discovered the sewer pipe was curved and a 36-inch storm main was in the work zone. They stopped work to bring out a wider shoring box and a smaller excavator. On Wednesday, they discovered a buried active storm catch basin that is set almost directly over the sewer line. At this point, Buno was directed to halt work on the sewer repair and to patch the disturbed asphalt.

The City is now working with Michels Corporation on an alternative repair strategy involving cured-in-place pipe.

FISCAL IMPACT:

The work performed by Buno Construction is complete. Their invoice total is \$25,192.02. The Sewer Capital Fund has adequate monies to pay the invoice.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Buno Construction, LLC for an amount not to exceed \$25,192.02.

ATTACHMENT:

Attachment A Contract

ATTACHMENT A

CITY OF SULTAN LIMITED PUBLIC WORKS CONTRACT

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and Buno Construction, LLC (hereinafter referred to as "Contractor"), doing business at 20219 99th Avenue SE, Snohomish, WA 98296.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for emergency sewer repair on the north side of US 2 between 3rd Street and 4th Street and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work necessary to repair the sanitary sewer in accordance with this Contract.
2. **Payment.** Payment for the work as described in the Contract shall not exceed twenty five thousand one hundred ninety two dollars and two cents (\$25,192.02). If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, Mick Matheson, Public Works Director, of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within ten calendar days (holidays and weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be

forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

7. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

8. **Bonds / Surety.** (City must check one of the following boxes.) The City waives does not waive the bond/surety provisions of this paragraph pursuant to RCW 39.04.155. If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide one of the following and shall check and initial next to one of the boxes below to indicate its selection:

Performance bond in an amount of the bid amount plus 10%. The bond must be accepted by the City prior to the execution of the contract. The bond shall be released thirty days after the date of final acceptance of the work performed under this Contract, and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Performance Surety. In lieu of retainage and a performance bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract.

9. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.

10. **Relationship of Parties.** The parties intend that an independent contractor – client relationship will be created by this Contract. No agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor’s agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
11. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor’s work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
12. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
13. **Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
14. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
15. **Insurance** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.

- A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Contractor's profession.
- B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- F. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.

19. **Termination.** This contract shall terminate upon satisfactory completion of the work necessary to complete the repair and final payment by the City. Additionally, the City may terminate the

Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

20. **Extent of Contract / Modification.** This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.
21. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
22. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
23. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
24. **Resolution of Disputes, Governing Law, Venue.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.
25. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Dated this _____ day of _____ 2016

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

CITY OF SULTAN

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

City of Sultan
PO Box 1199
Sultan, 98294
Phone: 360.793.2231
Fax: 360.793.3344

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A – 3
DATE: February 11, 2016
SUBJECT: Emergency Sewer Rehabilitation Contract
CONTACT PERSON: Mick Matheson, P.E., Public Works Director 

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a contract with Michels Corporation to rehabilitate approximately 152 feet of sanitary sewer main. The contract is not to exceed \$27,000 (which includes a five percent contingency) unless authorized in writing by the City Council.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with Michels Corporation to rehabilitate approximately 152 feet of sanitary sewer main. The contract is not to exceed \$27,000 (which includes a five percent contingency) unless authorized in writing by the City Council.

SUMMARY:

The City has been working with Buno Construction to repair damaged sanitary sewer main between 3rd Street and 4th Street on the north side of US 2. Buno was directed to stop work on February 5, 2016 due to unanticipated utility conflicts.

RH2 Engineering recommended Michels Corporation to line the sewer pipe between manholes with cured in place pipe (CIPP). Michels Corporation is currently working on a major CIPP project in Tukwila and can start work on Friday, February 12, 2016.

Due to the fact that the Council authorized the Mayor to sign Resolution 16-03 at the January 28, 2016 council meeting declaring an emergency and waiving competitive bidding requirements, it is appropriate to sign a contract with Michels Corporation so work can proceed quickly.

FISCAL IMPACT:

There are adequate monies in the Sewer Capital Fund to cover this work.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Michels Corporation to rehabilitate approximately 152 feet of sanitary sewer main. The contract is not to exceed \$27,000 (which includes a five percent contingency) unless authorized in writing by the City Council.

ATTACHMENTS:

Attachment A Contract

ATTACHMENT A

CITY OF SULTAN LIMITED PUBLIC WORKS CONTRACT

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Michels Corporation (hereinafter referred to as "Contractor"), doing business at 1715 16th Street SE, Salem, Oregon 97302.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for emergency sanitary sewer rehabilitation and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - Scope of Work
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.
2. **Payment.** Payment for the work as described in the Contract shall not exceed twenty five thousand four hundred eighty two dollars and ninety nine cents (\$25,482.99), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, Mick Matheson, Public Works Director, of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within ten calendar days (holidays and weekends included), after such notice to begin

work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

8. **Bonds / Surety.** (City must check one of the following boxes.) The City waives does not waive the bond/surety provisions of this paragraph pursuant to RCW 39.04.155. If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide one of the following and shall check and initial next to one of the boxes below to indicate its selection:

Performance bond in an amount of the bid amount plus 10%. The bond must be accepted by the City prior to the execution of the contract. The bond shall be released thirty days after the date of final acceptance of the work performed under this Contract, and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Performance Surety. In lieu of retainage and a performance bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract.

9. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
10. **Relationship of Parties.** The parties intend that an independent contractor – client relationship will be created by this Contract. No agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor’s agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
11. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor’s work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
12. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
13. **Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
14. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

15. Insurance The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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

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

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- F. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.

19. **Termination.** This contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City. Additionally, the City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

20. **Extent of Contract / Modification.** This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.
21. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
22. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
23. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
24. **Resolution of Disputes, Governing Law, Venue.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.
25. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid

and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Dated this 11th day of February, 2016

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

CITY OF SULTAN

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

City of Sultan
PO Box 1199
Sultan, 98294
Phone: 360.793.2231
Fax: 360.793.3344

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney



Michels Corporation

Attn: Mick Matheson
 City of Sultan, WA
 360-793-2262 Office
 425-583-6528 Cell
mick.matheson@ci.sultan.wa.us

February 4, 2016

Re: CIPP Quote – 10” Sanitary Emergency CIPP Rehabilitation– Sultan, WA

Our quantities are calculated only from take-offs and limited by the information provided at the date indicated above, and the Owner should verify bidding quantities.

Michels Pipe Services, a division of Michels Corporation, is pleased to provide the following quote to your firm for the above-mentioned project, per your request. The following prices should be considered confidential. Your investment for this project is as follows:

Item		Description	Quantity	U/M	Unit	Extension
ITEM	1	Mobilization	1	LS	7,964.00	7,964.00
ITEM	2	10" CIPP	152	LF	99.75	15,162.00
ITEM	3	Lateral Reinstatement	1	EA	339.00	339.00
					Total	\$ 23,465.00
					Sales Tax @ 8.6%	\$ 2,017.99
					Total	\$ 25,482.99

Proposal based on award of all items.

Items Included in Michels Pipe Services' Proposal:

- Michels intends on executing all proposal work in one mobilization to and from project site. Any additional mobilization will be negotiated.
- Traffic Control for Michels' operations. *Typical signs (4) and cones (20) only.*
- Pre-Clean/CCTV inspect pipe prior to CIPP installation.
- Bypass of mainline flows for Michels' operations. *Up to 150gpm using lay-flat hose only.*
- "Premier Pipe USA" Cured-in-Place pipe installed at locations associated with quoted items. *All material used in the CIPP application will be submitted and approved after award of project and prior to installation.*
- Internal reinstatement of service connection (1 ea.)
- Post-Clean/CCTV inspect pipe after CIPP installation.

Any task or item not specifically included under this Proposal Letter is excluded from the scope of this project. Any additional items or information provided to Michels Pipe Services after the date of this Proposal Letter may result in modifications and/or adjustments to the schedule and pricing.

Michels has based the design on standard industry practices and according to ASTM F1216-09.

Clarifications: Items & Tasks to be provided by Client/Owner (non-chargeable):

- If required, Michels will provide bond for an additional charge of one (1) percent of total price.
- Any heavy cleaning (i.e. more than three cleaning passes) and/or root/inortar/tap removal required, will be billed at Michels' current time & material rates. Those rates can be provided upon request.
- Water source to be within project limits and *no cost* will be associated with its use.
- Dumpsite at or near the project site for material removed from pipeline with *no cost* to Michels.
- Removal of obstructions will be billed at Michels' current time & material rates.
- The determination of active services will be mutually agreed upon by Engineer and Michels.

1715 16th Street SE, Salem OR 97302 • 503.364.1199 • www.michels.us
 OR #: 114278 • WA #: MICHEC*999JB • CA #: 553612

Equal Opportunity Employer



- Prime Contractor must provide legal right of way access and physical access to both ends of each pipe segment for equipment and personnel to perform all aspects of CIPP operation. Manhole, catch basin, or shored pit access on both ends of each pipe segment must be provided for CIPP installation. Drive up access must be provided at all access points.
- **Proposal assumes work will be performed in accordance with a mutually agreed upon schedule.**
- Verification of pipe diameter, line length, active lateral verification, pipe condition and Michels' pipe design and material selection. Any change in diameter, line length, wall thickness, or overall project footage will result in an equitable increase or decrease in unit price. Any change in installation locations as stated in original documents may result in an increase or decrease in unit price.

Exclusions: Items & Tasks to be provided by Client/Owner (non-chargeable):

- Site restoration.
- Any required traffic control for Michels' operations beyond typical signs and cones.
- Bypass of all mainline flows for Michels' operations in excess of 150gpm.
- Ramping and/or trenching for bypass.
- Manhole rehabilitation.
- Joint or lateral sealing, lateral lining, or SCL/"Top Hats".
- Pressure testing, leakage testing, and exfiltration testing.
- Any and all environmental requirements; including SWPPP and erosion control.
- All noise abatement requirements.
- Notification of affected parties on a daily basis of the status of the project.
- All permits, fees, licenses, engineering etc., including but not limiting to, railroad permits/insurance if required, and any inspection fees associated with Michels' work. Also includes permits/permissions to discharge CIPP cure water to sanitary systems.
- Warranty TV inspection.
- Any point repairs/mechanical work required to install CIPP liner.

If at any time Michels Corporation discovers any condition that existed but was not discovered due to no fault of Michels Corporation or arises that prevents Michels Corporation from the installation of CIPP by normal methods, Michels' reserves the right to modify this Proposal Letter and any terms or conditions herein. *If our crews are delayed through no fault of their own, Michels will charge the responsible party \$1,550.00 per crew standby hour for straight time work, 1 ½ time on all overtime work and double time on all weekend work; this rate will also be applied for any extra mobilizations, indoctrinations, meetings, training, etc.*

Material acquisition lead-time is generally 4 weeks to Salem, OR. This quote is valid for 30 days. Retainage is to be paid 60 days after owner's acceptance of Michels' work. If the Prime Contractor elects to accept Michels' proposal then both parties expressly agree that this proposal letter will be fully incorporated into the CONTRACT or SUBCONTRACT AGREEMENT. In the event of a conflict between any other provision in the Contract or Subcontract Agreement, the scope and intent of this Proposal Letter shall govern.

Michels appreciates your consideration of this quote and looks forward to working with you on this project. Please feel free to contact me at (503) 364-1199 if I may answer any questions you may have.

Sincerely,
Michels Corporation

Sam Zandofsky, Sr. Estimator

1715 16th Street SE, Salem OR 97302 • 503.364.1199 • www.michels.us
OR #: 114278 • WA #: MICHEC*999JB • CA #: 553612

Equal Opportunity Employer

**CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-4
DATE: February 11, 2016
SUBJECT: Government Relations Contract – Armstrong and Associates
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a professional services contract with Armstrong and Associates not to exceed \$16,500.

STAFF RECOMMENDATION:

Staff recommends contracting with Armstrong and Associates. Mr. Armstrong has extensive government relations experience at the federal and state level. Mr. Armstrong represents local governments and agencies including the US Highway 2 Safety Coalition. He has professional relationships with state and federal legislators. He successfully represented the 12th District in Olympia as a Washington State Representative for 12 years.

The contract would be for the remainder of 2016 at the rate of \$1,500.00 per month for 11 months.

SUMMARY:

The city council members have discussed with the staff the need to retain professional services to assist in the procurement of funding and representation in Olympia before the Washington State Legislature. The primary purpose of the contract is to provide assistance representing the City's need for capital budget funding for the Sultan Pedestrian Bridge and Emergency Services Complex from the state and federal legislatures. Securing capital funding from state and federal governments is essential to capital project completion for the city.

Mr. Armstrong may also provide other governmental relations services and legislative support at the state and federal legislative sessions during the term of the contract.

The contract with Armstrong and Associates will be effective February 1, 2016 through December 31, 2016.

Funding for the contract is available in the General Fund budgeted Professional Services.

BACKGROUND:

After staff was directed to explore the opportunities for retaining a Government Relations Professional, three individuals/firms were identified and interviewed. Al Aldrich with Strategies 360, Sarah Davenport-Smith with SDS Consulting, and Mike Armstrong with Armstrong and Associates were the individuals/firms selected.

Staff conducted interviews with all three individuals concerning qualifications. Included in this discussion were relevant activities and access in Olympia. While all three candidates are qualified, it was felt that Mr. Armstrong's qualifications are best suited for the needs of Sultan. Mr. Armstrong was a Representative in the 12th District for 6 terms in Olympia, and was the Minority Chairperson of the Transportation Committee. This background makes him the best candidate for assisting the City of Sultan in obtaining transportation funding for the Sultan Pedestrian Bridge Project. Mr. Armstrong also represents the US Highway 2 Safety Coalition. He is familiar with the transportation needs of the Sky Valley, and has been successful in bringing these needs to the forefront of legislators in Olympia.

ANALYSIS:

Funding

The Sultan Pedestrian Bridge design has been funded predominately with transportation grants along with some funding from the Water and Sewer Funds to cover Water and Sewer components. Currently, there are no available funds to complete construction.

The current Sultan River Bridge on US Highway 2 does not meet current ADA standards for those individuals needing to traverse the river for services. It is a vital need of these citizens in the community to be able to safely cross the river to obtain essential government, medical, and business services. An additional benefit of this facility will allow for the expansion of flows and loads for water and sewer across the Sultan River. This is a limiting factor for the future economic growth of the City of Sultan.

The construction phase of the Sultan Pedestrian Bridge is estimated to cost approximately \$3.5 million. In order to raise the necessary funds for the upgrade, the City will need to obtain a variety of funding sources, primarily grants and state capital funding.

FISCAL IMPACT:

The immediate fiscal impact is \$16,500 for a professional services contract. This amount is available in the 2016 budget in the General Fund.

ALTERNATIVES:

1. Discuss the staff recommendation. Determine the need to pursue state funding for the Sultan Pedestrian Bridge in 2016, and authorize the Mayor to sign a professional service contract with Armstrong and Associates not to exceed \$16,500.
2. Discuss the staff recommendation. Determine that there is no need to pursue state funding for the Sultan Pedestrian Bridge in 2016, and do not authorize the Mayor to sign a professional services agreement with Armstrong and Associates.
3. Discuss the staff recommendation and identify any areas of concern. Direct staff as necessary to meet the Council's desired outcome(s).

RECOMMENDED ACTION:

Authorize the Mayor to sign a professional service contract with Armstrong and Associates not to exceed \$16,500.

RECOMMENDED MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICE CONTRACT WITH ARMSTRONG AND ASSOCIATES NOT TO EXCEED \$16,500.00

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 5
DATE: February 11, 2016
SUBJECT: Timber Ridge Plat Repair – Final Acceptance
CONTACT PERSON: Mick Matheson, P.E., Public Works Director

ISSUE:

The issue before the City Council is final acceptance of the Timber Ridge Plat Repair project completed by Carman's Construction LLC.

STAFF RECOMMENDATION:

Staff recommends accepting the Timber Ridge Plat Repair project completed by Carman's Construction LLC.

SUMMARY:

The council awarded the base bid and authorized the Mayor to sign a contract with Carman's Construction LLC not to exceed \$216,000 (which included a five percent contingency) to construct the Timber Ridge Plat Repair project on July 9, 2015. Carman's contract was for \$205,827.36. There were two change orders issued for this project.

The first change order was a no-cost change order to clarify the project was subject to prevailing wage. The second change order was for \$5,607.36 to repair damaged storm pipe that was an unforeseen condition.

FISCAL IMPACT:

The project was completed for \$193,901.94 including change orders. The quantities on some bid items (namely unsuitable foundation excavation, hot mix asphalt, and erosion control measures) under ran the original planned quantities resulting in the project finishing under budget.

	Bid Amount	Final Cost	Net
Base Bid	\$205,827.36	\$193,901.94	-\$11,925.42

The project was funded with Timber Ridge maintenance bond proceeds, of which \$58,136 are remaining.

RECOMMENDED ACTION:

A motion to accept the Timber Ridge Plat Repair project as completed by Carman's Construction LLC.