

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
February 13, 2014**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) Bob Knuckey Trail Dedication

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

- 1) Code Enforcement - Verbal
- 2) Planning Board Minutes

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

- 1) Approval of the January 23, 2014 Council Meeting Minutes
- 2) Approval of Vouchers
- 3) Adoption of Ordinance 1188-14 – Water Connection Fees
- 4) Wagley Creek Culvert Grant Application (DOE)

ACTION ITEMS:

- 1) Resolution 14-01 Bob Knuckey Trail Dedication
- 2) NW Wind and Solar – Contract Addendum 1
- 3) Ponderosa Pacific – 6th Street Waterline Contract Addendum 1
- 4) Ordinance 1189-14 – I-502 Moratorium Extension

DISCUSSION: Time Permitting

- 1) Retreat Schedule and Joint Meetings
- 2) Development Code Update
- 3) Impact Fees
- 4) Traffic Impact Fees

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

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

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Presentation - 1

DATE: February 13, 2014

SUBJECT: Osprey Park Trail Name Dedication

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

It is with honor the Council will be naming the Osprey Park Trail in memory of Robert "Bob" Knuckey. Bob passed away on December 18, 2013 at the age of 80.

BACKGROUND:

Bob Knuckey was one of Sultan's many active volunteers that helped keep the city streets and parks clean of debris. The idea that Osprey Park should have a map of the trails became Bob's vision and through hard work and persistence made this vision reality. Bob Knuckey worked very closely with Roger Legg with Harmsen and Associates to design the map, verify its accuracy, and printing it on suitable material.

Bob was an active member of the Sultan Planning Board, established the Adopt a Street program, worked to keep the streets clean and supported community groups such as the Sky Valley Chamber of Commerce and Sultan Education Foundation.

Bob was born May 13, 1933 in Butte, Montana to William and Daisy Knuckey, the youngest of four sons. His father lost his life January 18, 1944 in an accident in the Butte mines. His mother relocated the family to Kirkland, WA approximately two years later, where he attended Lake Washington public schools.

Shortly after graduating from high school in 1951 he went to work as a glazier apprentice for Eastside Glass Company. Bob married Doris May Gardner July 12, 1954. They had two children, Catherine (Barth) and Michael Knuckey.

In 1954, he and his brother Walter opened Bothell Glass Co., which later became KRK Glass after taking on a third partner. Years later he became the sole owner of KRK Glass and sold it in the spring of 1981. He then earned a real estate broker license and sold real estate for about one year. In 1985 he and a partner opened a small lumber company in Sultan, WA called Barmon & Knuckey Lumber, where he worked until he retired in 1991.

He was a very successful business man with many accomplishments. He built two homes and remodeled many others using the skills he learned as a glazier and carpenter. He was a great husband, father, grandfather and friend. He was a very loving and caring man with the sort of strength that never had to be boasted about.

Bob enjoyed many hobbies, including, but certainly not limited to: hiking old logging roads and trails of the Pacific Northwest, golfing, boating, fishing, camping, mushroom picking, long scenic drives, and riding dirt bikes when he was younger.

Bob had a large family of his own and a large family in the Sky Valley Community. He is missed greatly by all.

Attachment: Map of the trail and Resolution

**CITY OF SULTAN
SULTAN WASHINGTON
RESOLUTION 14-01**

A RESOLUTION OF THE CITY OF SULTAN TO NAME THE OSPREY PARK TRAIL IN MEMORY OF ROBERT "BOB" KNUCKEY.

WHEREAS, one person can inspire, equip and mobilize people to take action that changes the community; and

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, experience teaches us that government by itself cannot solve all of the city's problems; and

WHEREAS, Robert "Bob" Knuckey donated thousands of hours to improve and enhance the parks and streets in the City of Sultan and;

WHEREAS, Bob Knuckey worked to design a map, verify its accuracy and have it printed so that the community could use and enjoy the trail at Osprey Park;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sultan that the trail at Osprey Park shall be named the Bob Knuckey Memorial Trail.

PASSED AND ADOPTED this 13th of February 2014.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST:

Laura J. Koenig, City Clerk

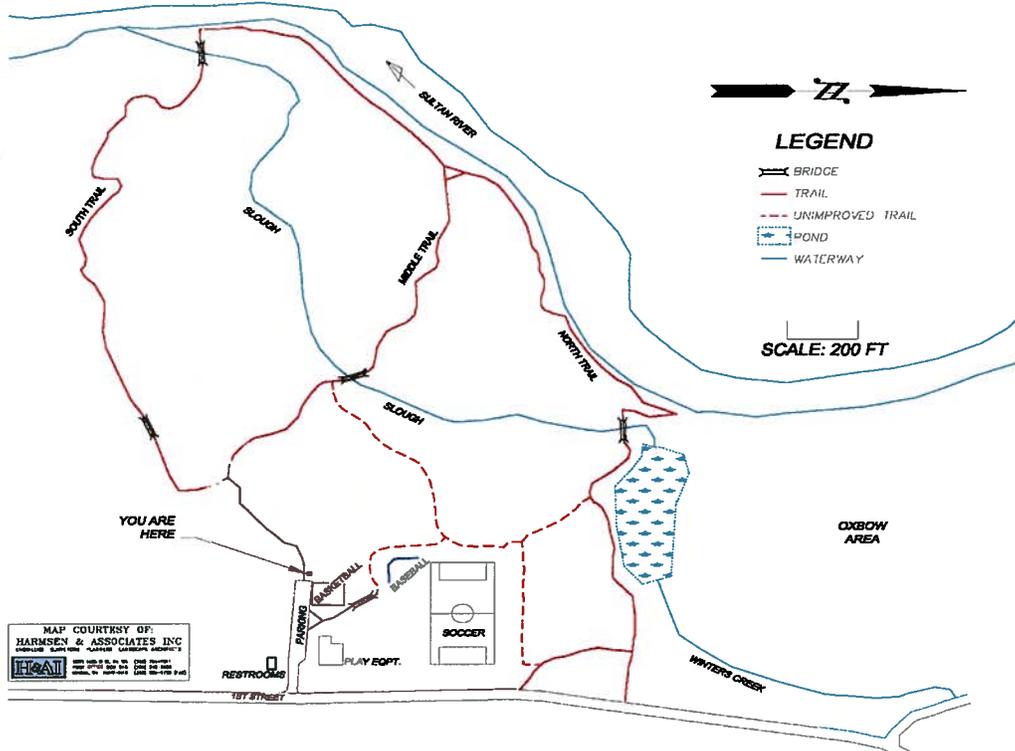
CITY OF SULTAN

CITY-WIDE PRIDE

OSPREY PARK

TRAILS

2 MILES OF TRAILS



**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1

DATE: February 13, 2014

SUBJECT: Code Enforcement Activity Report

CONTACT PERSON: Robert Martin, Community Development Director
Victoria Forte, Community Service Officer

ISSUE:
Transmitting Monthly Reports.

STAFF RECOMMENDATION:
Receive Report, no action required.

BACKGROUND:
Current Worklist for the Community Service Officer.

ATTACHMENT

Attachment A: Code Enforcement work list

Project Lead	Start Date	Case #	Property Address	Owner Name											1st	2nd	most recent	Final
					Demolished building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s)	Vehicle Dismantling	No permit/business License	Illegal Building Structure	ADU's Inhabited trailer coaches	Other				
Council	11.22.2011	D11-CV-38	32821 Cascade View	Pearson	x	x				x			x	11.22.2011	11.28.2011			
Mayor	2.8.2012	12-407	Bakery "A" Frame Sign	Smith						x				2.14.2012	3.12.2013			
Bob	3.28.2012	12-423	14006 339th St SE	Wolter						x				4.3.2012	10.16.2012	1.3.2013		
Bob	5.22.2012	12-446	Vacant lot Salomon Run	Nelson										5.30.2012	7.24.2012	see 13-248		
	7.18.2012	12-488	1200 Blk SR2 @ SBR	Coastal	x	x				x				8.18.2012	11.20.2012			
	10.22.2012	12-508	806 Main Street	Gordon						x				5.2.2012	10.23.2012	12.18.2012	1.29.2013	
Bob	10.15.2012	12-509	934 Stevens Ave	Fulcher						x				10.17.2012	12.5.2012		2.28.2013	
	11.8.2012	12-515	813 Dyer Rd	Koehler	x									11.13.2012	11.18.2012	1.8.2013	2.15.2013	
	11.13.2012	12-517	100 10th Street	Clark						x				11.14.2012	1.22.2013	3.16.2013	4.16.2013	
	12.18.2012	12-522	409 Main Street	Buck-Ahler						x				12.18.2012			1.3.2013	
	1.15.2013	13-300	402 5th Place	Sunquist/pending repo						x				1.22.2013	3.18.2013			
	2.6.2013	13-301	404 11th Street	Fed National Mortgage								x		2.6.2013			3.16.2013	
vid	2.5.2013	13-302	312 Main Street	Walburn						x				2.25.2013	3.11.2013		4.30.2013	
	2.5.2013	13-302	805 Stevens	New Concepts Prop Mngmt						x				2.28.2013	3.5.2013		3.18.2013	
	2.5.2013	13-303	931 Stevens Ave	Boucher						x				2.12.2013	3.11.2013		3.6.2013	
	2.5.2013	13-304	13817 310th Ave	Miser						x				2.5.2013	2.26.2013		3.5.2013	
???	2.5.2013	13-305	707 Alder Ave	Jordan						x	x			2.12.2013				
	2.25.2013	13-306	404 3rd Street	Flagstar Bank FSB		x				x				2.25.2013	3.16.2013		4.10.2013	
	2.25.2013	13-307	402 3rd Street	Johnston		x								2.25.2013	8.11.2013		3.18.2013	
	2.25.2013	13-308	203 Main Street	Martin						x				2.25.2013	11.2013 (resort)	5.23.2013	8.6.2013	
	2.26.2013	13-309	102 2nd Street	Houvenier							x			2.26.2013			3.11.2013	
	2.26.2013	13-310	202 Alder Ave	Boylan						x				2.26.2013	3.12.2013		3.11.2013	
Bob	2.28.2013	13-311	914 SR2	Lindsey's Lattes						x				2.28.2013	3.11.2013	8.6.2013		
	2.25.2013	13-312	812 Dyer Road	Giesse						x				2.25.2013	2.28.2013		3.5.2013	
	3.11.2013	13-313	Pline Street (dev mailbox)	City of Sultan								x		3.11.2013			4.1.2013	
	3.18.2013	13-314	1114 Dyer Road	Robert							x			3.18.2013			4.1.2013	
	3.18.2013	13-315	409 Stevens Ave (Pastime)	Colliers/Chittick								x		3.18.2013	4.2.2013	9.6.2013	9.23.2013	

Project Lead	Start Date	Case #	Property Address	Owner Name											1st	2nd	most recent	Final
					Demolished building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s)	Vehicle Dismantling	No permit/business License	Illegal Building Structure	ADU's Inhabited trailer coaches	Other				
	3.16.2013	13-316	13211 Gohr Road	Mayer								x		3.16.2013			4.1.2013	
Bob	3.28.2013	13-317	Willow Run East	HOA						x				4.7.2013	4.16.2013	5.7.2013		
	4.1.2013	13-318	931 Stevens Ave	George						x				4.1.2013	4.10.2013		5.20.2013	
	3.28.2013	13-319	923 Main Street	Grow Washington Business						x				3.27.2013			4.16.2013	
	3.28.2013	13-320	1016 Kessler Drive	Coesens						x				4.1.2013			4.30.2013	
	4.16.2013	13-321	Cemetery Road	Sweszy	x					x				5.7.2013	5.14.2013			
	5.6.2013	13-322	201 4th Street	Stellan						x				5.7.2013			5.13.2013	
	5.20.2013	13-323	305 Birch Ave	Letts						x				5.20.2013			unfined	
	5.13.2013	13-324	106 4th Street	Meyer			x							5.13.2013			5.20.2013	
	5.13.2013	13-325	4th St	Siegel			x							5.13.2013	5.17.2013	8.12.2013	9.3.2013	
	5.13.2013	13-326	512 1st Street	Meyer	x									5.13.2013 (LME)	5.14.2013		5.20.2013	
	6.20.2013	13-237	111 Main Street	Sultan III LLC							x			5.17.2013	5.21.2012		5.28.2013	
	5.20.2013	13-238	202 4th Street	Talmadge			x	x						6.20.2013			5.28.2013	
	5.20.2013	13-239	511 Main Street	Kreps			x							5.20.2013	6.28.2013	7.1.2013	7.17.2013	
	5.20.2013	13-240	Date Street Condo	HOA			x							5.21.2013	5.28.2013	8.24.2013	7.1.2013	
	6.20.2013	13-241	923 Main Street	Boucher						x					no	permit	needed	
	5.21.2013	13-242	932 Stevens	Nason						x				5.21.2013			6.12.2013	
	5.21.2013	13-243	107 Ash Ave	Hazel			x							5.21.2013			5.28.2013	
	5.21.2013	13-244	413 Cedar Street	Lewis			x							5.21.2013			5.28.2013	
	6.4.2013	13-245	201 4th Street	Secrest			x							6.4.2013	8.6.2013		9.3.2013	
	6.11.2013	13-246	511 3rd Street	Meyer			x							6.11.2013			7.1.2013	
	6.11.2013	13-247	32533 Cascade View Dr empty lot E Salmon Run-N/J	Pure Foods Inc			x							6.11.2013	7.17.2013		8.5.2013	
	6.12.2013	13-248	00996909000000	Nelson			x	x						6.12.2013	7.1.2013	8.12.2013	9.6.2013	
	6.12.2013	13-249	725 Fir Ave	safeguard properties			x	x						6.12.2013	7.23.2013	9.6.2013	9.23.2013	
	6.18.2013	13-250	923 Main Street	Schicker						x				6.18.2013	6.21.2013		7.1.2013	
	6.20.2013	13-251	13861 Beech Ct	Hackmann						x				6.20.2013			8.2.2013	
	6.20.2013	13-252	912 1st Street	Rogers			x	x						6.20.2013	8.6.2013		10.23.2013	

Project lead	Start Date	Case #	Property Address	Owner Name	Diagnosed building/fence										1st	2nd	most recent	Final			
					Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s) ROW	Accumulation of Debris	No permit/illegal structure	ADU's Inhabited by alien coaches	Other	Diagnosed building/fence	Parked Cars/Trailers on Property/Street					Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s) ROW
	6.20.2013	13-253	210 1st Street	Figueroa														6.20.2013			7.1.2013
	6.24.2013	13-254	601 Alder Ave	Mackley														6.24.2013			7.1.2013
	6.24.2013	13-255	316 Willow	Wall														6.24.2013			8.1.2013
	6.24.2013	13-256	503 Loks Lane	pending repo														6.24.2013			
	6.24.2013	13-257	706 Salmon Run	GMAC Mortgage LLC/HUD														6.24.2013	8.2.2013	9.10.2013	
	6.24.2013	13-258	404 3rd Street	Flagstar Bank FSB														6.24.2013			8.6.2013
	7.1.2013	13-259	601 Walnut	Ramox														7.1.2013	7.1.2013		7.1.2013
	7.2.2013	13-260	111 4th Street	Howe														7.2.2013			7.17.2013
	7.2.2013	13-261	323 Marcus Street	Rainbolt														7.1.2013	8.2.2013		8.5.2013
	7.01.2013	13-262		Divers														07.01.2013			7.20.2013
	7.1.2013	13-263	605 Walnut Street	Hurst property manager														7.1.2013			7.20.2013
	7.2.2013	13-264	617 1st Street	VOA														7.2.2013	7.17.2013		8.5.2013
	7.17.2013	13-264	704 1st Street	NW Best Homes Mngmnt														7.19.2013	7.23.2013		8.6.2013
	7.17.2013	13-265	Cemetery Ball Park	City of Sultan														7.17.2013			8.2.2013
	7.17.2013	13-266	Cascade View Drive Easement	PUD														7.17.2013			
	7.19.2013	13-267	928 Stevens	Ingersoll														7.19.2013			8.2.2013
	7.22.2013	13-268	404 11th Street	Keller														7.22.2013	8.1.2013	8.2.2013	9.1.2013
	7.23.2013	13-269	715 Main Street	Koehler														8.5.2013	8.6.2013	9.3.2013	
	7.23.2013	13-270	200 2nd Street	Pegg														7.23.2013			8.2.2013
	7.23.2013	13-271	409 Alder Ave	Hallert														8.5.2013			9.3.2013
	7.23.2013	13-272	401 Main Street	state roofing														7.23.2013			8.2.2013
	7.23.2013	13-273	515 9th Street	Buoy																	8.2.2013
	7.23.2013	13-274	516 9th Street	White																	8.2.2013
	7.23.2013	13-275	720 Fir Ave	segregated properties														7.23.2013	8.2.2013	9.1.2013	9.30.2013
	7.23.2013	13-276	994 4th Street	PreView Properties NW LLC														8.2.2013	8.7.2013		8.12.2013
	7.23.2013	13-277	923 Main Street	JD Slicks														7.23.2013			8.2.2013
	8.2.2013	13-278	928 Stevens	Ingersoll														8.5.2013	8.12.2013		9.6.2013

Project lead	Start Date	Case #	Property Address	Owner Name	Diagnosed building/fence										1st	2nd	most recent	Final			
					Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s) ROW	Accumulation of Debris	No permit/illegal structure	ADU's Inhabited by alien coaches	Other	Diagnosed building/fence	Parked Cars/Trailers on Property/Street					Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s) ROW
	8.6.2013	13-279	skoglund estates	HOA														8.6.2013			9.3.2013
	8.6.2013	13-380	Steen Park	Green														8.6.2013	9.6.2013	10.15.2013	
	8.12.2013	13-381	311 4th	pending repo	X																
	8.20.2013	13-382	5th/High Ave	Kolash														8.20.2013			9.6.2013
	8.20.2013	13-383	808 Main Street	Wakefield Enterprises														8.20.2013			9.3.2013
	8.20.2013	13-384	208 SkyWall Drive	Beuhler														8.20.2013			
	8.20.2013	13-385	210 SkyWall Drive	Udy														8.20.2013			9.3.2013
	9.3.2013	13-386	913 Fir Ave	Fed National Mortgage	X													9.10.2013			
	9.3.2013	13-387	708 Date Ave																		unbounded
	9.10.2013	13-388	509 W Stevens	Barmos																	unbounded
	9.10.2013	13-389	814 Dyer Ave (vacant)	D'Alessandro														9.10.2013			
	9.10.2013	13-390	403 Fir Ave	Maberry														9.10.2013			8.23.2013
	9.17.2013	13-391	Lot E offst/N of High	Houston														9.17.2013			
	9.30.2013	13-392	811 7th Street	Freed														9.30.2013			10.23.2013
	9.30.2013	13-393	ixtapa building	AGM inc														9.30.2013	10.21.2013	10.27.2013	
	9.30.2013	13-394	33818 SR2	Eastate Motors Inc														10.4.2013			
	9.30.2013	13-395	Marcus Street duplex	Jessup														9.27.2013	10.21.2013		
	9.30.2013	13-396	Hicrest church/duplex	Neumann														9.23.2013	9.24.2013		10.21.2013
	9.30.2013	13-397	13516 310th Ave SE	Stevens														10.4.2013			
	10.1.2013	13-398	314 Whispering Pines	Joanis														10.1.2013			10.21.2013
	10.1.2013	13-399	410 Cedar (Alley Way)																		unbounded
	10.4.2013	13-400	SR2/Rice Rd (vacant)	Noyes														10.4.2013			
	10.23.2013	13-401	615 Main Street	Burtis														10.23.2013			

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-2
DATE: February 13, 2014
SUBJECT: Planning Board Minutes
CONTACT PERSON: Robert Martin, Community Development Director

ISSUE:
Transmitting Planning Board Minutes from January 14, 2014 meeting.

STAFF RECOMMENDATION:
Receive Report, no action required.

ATTACHMENT A: Planning Board Minutes of January 14, 2014

ATTACHMENT A
SULTAN PLANNING BOARD MINUTES
January 14, 2014

PLANNING BOARD MEMBERS PRESENT:

Janet Peterson
Lucy Hitchcock
Gloria Reedy

STAFF PRESENT:

Robert Martin, Director

Geoffrey Evans: Absent

CALL TO ORDER:

Call to Order at 7:04 p.m.

CHANGES TO THE AGENDA:

Mr. Martin added Agenda Item A-1; Adoption of the 2014 Planning Board Meeting Calendar
Ms. Hitchcock added Agenda Item D-4; A letter of invitation for a Joint Meeting with the City Council.

PUBLIC COMMENTS:

None

PLANNING BOARD MEMBER COMMENTS:

Ms. Hitchcock: Welcomed Mr. Sean Gossett to the audience. Mr. Gossett has expressed interest in membership on the Planning Board

APPROVAL OF MINUTES:

Ms. Peterson moved adoption of the December 3, 2013 minutes.
Ms. Reedy moved second.
All Ayes.

PUBLIC HEARING AND ACTION ITEMS:

A-1: Adoption 2014 Planning Board Meeting Calendar
Mr. Martin provided the proposed Meeting Calendar for 2014. It was approved by consensus.

DISCUSSION AND STUDY ITEMS:

D-1: Zoning Code Development: Chapter 18.112, Vegetation Clearing and Tree Cutting Standards.

Mr. Martin explained that this chapter works with several of the other natural and critical area chapters and codes. It cannot be read properly as a stand-alone chapter to control all landscape and tree standards.

This proposed chapter is designed to respect the community's heritage as a logging community, while providing standards for trees and natural vegetation areas that are of a community-wide interest.

Edits and corrections were noted as follows:

- Ms. Hitchcock called attention to the title, it appears to portray a negative perspective.

- Staff will look at the question of whether dead trees of significant size are covered by provision 18.112.040 B.
- "Required Street Trees will be added to 18.112.070 A.
- More detail on the purpose of the chapter will be brought from the existing SMC Chapter 16.76.

After extended discussion, the Chair called for an action.

Ms. Reedy moved to forward Chapter 18.112 as changed during the discussion to the Planning Board Draft.

Ms. Peterson second.

All Ayes

D-2: Zoning Code Development: Chapter 18.114, Recreation Impact Fees

Mr. Martin explained that this chapter makes a significant departure from the existing Chapter 16.72, Recreation and Open Space Standards.

The existing code requires the payment of significant Recreation Impact Fees, the development of park facilities within each development (75 sq.ft. per person), and at least 15% of the gross area of the development set aside as open space. Staff research indicates that this is an exaction for recreation purposes that is well beyond expectation for the location and economy of this community.

In this proposal, staff recommends that the community move toward a more concerted funding of acquisition of parks that fit within the larger framework described in the Park Recreation and Open Space (PROS) plan. To accomplish this, the proposed chapter eliminates the exactions for parks within each development, and eliminates the 15% undeveloped open space set-aside. These are replaced with a two-tiered Recreation Impact Fee that is presumed to increase from the existing figure to balance part of the savings in land exactions.

Ms. Hitchcock expressed strong concern that this approach could result in no park developments or expansions for a considerable time. She wants children to have access to parks in their neighborhood when they move in, not at some undefined time in the future at some other location than where they live.

Ms. Peterson and Ms. Reedy offered perspectives on the safety issue concerning children taking themselves to even pocket parks in their own development without adult supervision. The new reality is that children's safety is too much at risk to turn them loose to venture to a play area on their own. They are in favor of larger parks accepting the reality that parents will have to take them there.

Ms. Peterson said that she walks regularly past two pocket parks and has never seen anyone using them.

The Board understands that the Council will need to consider this change carefully in its adoption proceedings.

Ms. Reedy moved to forward the proposed Chapter 18.144 to the Planning Board Draft.

Ms. Peterson seconded.

Ms. Reedy and Ms. Peterson Aye

Ms. Hitchcock Abstain

D-3: Zoning Code Development: Chapter 18.04, Construction and Definitions.

Mr. Martin introduced the chapter that provides definitions for technical and legal terms that don't have a standard meaning in everyday usage.

The Board provided comments and editorial corrections that will be included in the Planning Board Draft.

Ms. Peterson moved to forward Chapter 18.92 to the Planning Board Draft.

Ms. Reedy seconded.

All Ayes.

D-4: Letter to City Council.

Ms. Hitchcock distributed her draft of a letter that invites the City Council to a joint meeting to establish communications and discuss the zoning code project. The Board provided comments and indicated that the effort is appreciated and that the letter should be sent.

Ms. Hitchcock will make modifications and send the letter on behalf of the Board.

PLANNING BOARD MEMBER COMMENTS:

The Board appreciated Mr. Gossett's attendance and wished him well, encouraging his membership on the Board.

ADJOURNMENT:

Mrs. Reedy moved to adjourn

Ms. Peterson seconded

All Ayes.

Adjourned at 9:55

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: February 13, 2014
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

SUMMARY:

Attached are the minutes of the January 23, 2014 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted

CITY OF SULTAN COUNCIL MEETING – January 23, 2014

Mayor Pro-tem Neigel called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: McCarty, Seehuus, Walker, Neigel, Naslund, Beeler and Davenport-Smith (arrived late).

6:00 PM Executive Session: On a motion by Councilmember Seehuus, seconded by Councilmember Naslund, the Council adjourned to executive session for one hour to discuss pending litigation. The City Attorney participated by phone. All ayes. The Council returned to regular session at 7:00 PM.

PRESENTATIONS:**Business Spotlight – Galaxy Chocolate**

The issue before the Council is to recognize Galaxy Chocolate as the City of Sultan's Business Spotlight for January 2014. Galaxy Chocolate is located at 501 Main Street, Sultan, WA and Kathyne Paz is the owner and sole proprietor.

Kathyne began baking and cooking with her Grandma at age 5, and became interested in making chocolate when she observed her aunt and cousins making candy and giving it as gifts for Christmas. "I can do that", Kathyne thought to herself.

In 2004 purchased the kitchen at Celestial Coffee in Startup, partnering with Stacy Scoggins who sold coffee and regularly brought in entertainment. She sold her chocolates out of Celestial Coffee until 2011 when she relocated to Sultan. January 15, 2012 was opening day and a real challenge with piles of snow plowed right up to her front door and people had to climb over the snow to get inside. Kathyne makes chocolate, cakes, pies, cheesecakes, cookies, muffins, scones and the best cinnamon rolls. She sells ice cream, has a full espresso bar and will be selling sandwiches in the near future.

Kathyne is going to bring live music and party planning to the store soon. "When the web site is up, I expect to be shipping chocolates all over the world". Kathyne excitedly commented.

Kathyne is also a star volunteer and philanthropist in Sultan, donating approximately \$500 worth of baked goods a month to non-profits. This month Kathyne donated a Chocolate Basket to Children's Hospital and in February, she will prepare a Valentine's Day Chocolate Basket to raffle for the Sultan Food Bank.

Kathyne thanked the city for all the support for her business. Ken Walker, City Administrator presented a certificate of appreciation.

Volunteer Spotlight – Susie Hollenbeck

The issue before the Council is to recognize Susie Hollenbeck as the City of Sultan's Volunteer Spotlight for January 2014. Susie Hollenbeck was raised in Sultan from the age of 2 and grew up in the original Mann homestead on Sultan Basin Road. While growing up, Susie's mom was always telling her, "We have a responsibility to give back to the community that raised us up, Susie", and that's exactly what she's been doing in Sultan for the past 7 years.

Susie worked for the Forest Service for 5 years, commenting that she's had her hands in the dirt all her life. She loves playing in the dirt, and gardening is one of her passions. She's used those skills volunteering to beautify her community.

Susie has helped remove graffiti, organized groups of people for the annual Spring Cleanup Day, and she's a certified CERT Volunteer. At any given time, Susie can be seen weeding and planting in Sportsmen's, River and Osprey Parks. She's pruned bushes, cleaned sidewalks, painted curbs and parking spots on Main Street, weeded the Main Street Islands and raked leaves all over town. She's always picking up litter wherever she goes and regularly weeded at the Post Office, which she says needs to be weeded again. When asked if she adopted a street, Susie commented "I adopted the whole community".

CITY OF SULTAN COUNCIL MEETING – January 23, 2014

Susie was very instrumental in the Conservation Futures Grant Process last summer, giving a guided tour along the Sultan River from River Park to Osprey Park to City Administration. She was also a volunteer consultant and editor for the City's Grants Coordinator, interjecting important information about the park's vegetation and wildlife in the grant application. Susie was the Keynote Speaker at the Volunteer Appreciation Dinner last year and gave a very moving speech about volunteering in your community. Last June, Susie had to limit her volunteering due to health issues. Ken Walker, City Administrator presented a certificate of appreciation.

Susie Hollenbeck: Thanked everyone for the acknowledgement. It has been a tough year, treatments are working and she is feeling better. April 26th is the annual Spring Cleanup day and she hopes to work on the water feature on the highway this year. The cleanup program has worked and there is very little garbage on the streets.

Tree City USA

Leif Fixen, Certified Resource Planner at Snohomish Conservation District provided a presentation on Snohomish County's Urban Forestry Program and the grant program for Tree City USA. This year's grant program offers a maximum \$10,000 grant for the City to purchase and plant trees.

The Snohomish Conservation District has allocated funding from the Washington Department of Natural Resources to provide technical assistance and promote urban forestry programs in the Northwest corner of the state. The goal for this partnership is to help build the states "Tree City USA" program, as well as provide more resources and assistance to local communities and city staff for building urban forestry programs.

Tree City USA is a program that certifies and recognizes a cities commitment to their urban forest. It also provides a framework for cities to follow as they build a sustainable urban forestry program that not only looks at the present, but also the future. The program is administered by the Washington State Department of Natural Resources and is nationally supported by the Arbor Day Foundation.

The certification is verification to a community's citizens that the leadership is planning for the future. This also gives well-deserved recognition to staff, town leadership, and volunteers for investing a town's green space and signs along the highway that provide good bragging rights. There are four requirements for becoming a Tree City

1. Have an Arbor Day celebration and proclamation
2. Have a Tree Care Ordinance (samples can be found that can be adapted)
3. A Community Forestry Program With an Annual Budget of at least \$2/capita
4. Have a Tree Board or Department

Discussion: The city looked at the program a couple of years and ago and there were very restrictive requirements placed on homeowners; types of trees allowed; design of ordinance can be flexible for the city; use of staff member as the tree coordinator; Arbor Day celebration; annexation into the Snohomish County conservation district.

COMMENTS FROM THE PUBLIC:

Jean Roberts: Supports Tree City USA. The City has come full circle from a logging community to one that saves trees.

Judy Heydrick: Written comments regarding the City's commitment to the UGA environmental study.

Gerry Gibson: Written comments regarding the City's commitment to the UGA environmental study and UGA expansion.

CITY OF SULTAN COUNCIL MEETING – January 23, 2014**COUNCILMEMBER COMMENTS**

Beeler: Thanked Public Works for the streetlight at Sultan Basin Road and Kessler Drive, it makes a big difference. Four Councilmembers attended the Snohomish County Cities meeting and voted on board positions. He is now the alternate for PSRC. He has applied for LEOFF I board position.

Naslund: Was elected to Snohomish County policy advisory board for small cities. February 15th is the Community Awards ceremony at the High School. April 19th is the annual Chamber dinner auction. Shindig is July 11-13.

Davenport-Smith: The Everett Herald wrote great article about the Sky Valley Coalition, which involves many groups in the community. The goal is to reduce negative effects of drugs and alcohol in the valley. The Want More program was presented at the High School by the youth group.

Walker: Went to Olympia to help lobby for city projects and it was a very informative and great learning process.

Seehuus: Has been to Olympia a couple times for the city and it was an eye opening experience. He is very impressed with the city staff and how they represent the city. Thanked them for doing a great job.

McCarty: Attended the Snohomish County Cities dinner and finds that most cities have the same problems and they need to let the State know about issues. The primary issue is funding and there should be some way to solve the problem so cities are not always struggling. It is a learning experience and he is getting his feet wet.

Kenagy (Student Representative): There is a Boys Basketball game this week and Saturday is Jazz night at the High School.

Neigel: He was nominated as the small city alternate on the Community Transit board. The State Attorney General's office released an opinion on marijuana businesses and cities do have the right to ban business and designate allowed use zones. Nothing in I-502 prohibits cities from banning a marijuana business in the city. Moratorium will lapse soon and there will be more information coming forward.

CITY ADMINISTRATOR COMMENTS:

The I-502 committee has scheduled meetings on Mondays at 3:30 PM. Council and staff will be in Olympia every week to meet with State representatives to discuss Sultan's projects. The City has received a request from a developer to consider a 12-month delay in collecting impact fees. The Council did not support in the proposal in the past but staff will bring it back for the Council if they want more information. This would delay the cost to the developer until the house is complete. They have also received a request the city reconsider the ban on accessory dwelling units – currently mother in law house not allowed. The matter was referred to the Planning Board for a recommendation to the Council.

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

- 1) Animal Control
- 2) Public Works/Supervisor Reports
- 3) Clerk's Report – Verbal Report
- 4) Finance Report – Verbal Report
- 5) Planning Board Minutes

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 Naslund, seconded by Councilmember Seehuus, the consent agenda was approved as presented. McCarty – aye;

CITY OF SULTAN COUNCIL MEETING – January 23, 2014

Consent Agenda: Seehuus – aye; Walker – aye; Davenport-Smith – aye, Neigel – aye, abstain on minutes; Naslund – aye; Beeler - aye.

- 1) Approval of the January 9, 2014 Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$187,019.43 and payroll through January 3, 2014 in the amount of \$70,718.53 to be drawn and paid on the proper accounts.

ACTION ITEMS:**Ordinance 1188-14 – Water Connection Fees**

The issue before the City Council is to introduce Ordinance 1188-14 to increase fees for meter costs and installation service.

In December 2013, the Council adopted the 2014 fee schedule. The discussion included the need to increase the charge for new water meters and installation services. The current fees have been in place for at least ten years. Since the adoption of the ordinance in 2003, there have been increases to the cost of living, water parts and meters, fuel, rock and asphalt.

The City issues the permit for inside the City limits. The \$200.00 increase covers the actual cost of installing the meter. For installations outside the City limits, the city is required to obtain a Snohomish County right of way permit to work inside the county road corridor. The cost is \$600 for the permit.

Staff recommends amending Ordinance 1124-11, regarding Water General Facility charges to:

Add:	Meter Setting where service is completed from Mainline to Back of ROW		\$ 350.00
	Service Line and Meter Installation	Inside City Limits	\$1,200.00
	Service Line and Meter Installation	Outside City Limits	\$1,800.00
	(County ROW Permits required)		

On a motion by Councilmember Beeler, seconded by Councilmember Neigel, Ordinance 1188-14, Water Connection fee, was introduced for a first reading. All ayes.

Osprey Park – Contract to Restore Power to Restrooms

The issue before the council is to authorize the Mayor to sign a contract with Wyatt Electric, Inc. for the restoration of power to Osprey Park including a new power drop from Snohomish County PUD in amount not to exceed \$6,500.

The City of Sultan requested bids from electrical contractors to install a power drop to Osprey Park public restrooms and connect the restroom to the basketball court at 709 First Street and High Avenue to include the following:

- Purchase and have a pole set for the new service drop for overhead power line from Snohomish County PUD.
- Purchase and install 200A/120/240 electrical service with overhead service mast, back guy, meter socket, load center, circuit breakers, grounding and bonding on the restroom building at 709 First Street, Sultan, WA 98294.
- Connect the power to the existing electrical inside the restroom structure.
- Install two (2) 20A circuits, raceway and conductors routed through the restroom building, intercept the existing underground power to the sports court, install a hand hole and make related disconnection and reconnection.

On December 24, 2010, two city structures were destroyed in a fire. At the time, the power to Osprey Park was routed through those two structures. This incident was covered by city insurance so this expense will be reimbursed by the CIAW, the city's insurance company.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, the bid was accepted the Mayor was authorized to sign a contract with Wyatt Electric, Inc. for an amount not to exceed \$6,500.00 without prior written authorization from the Council to provide power pole, power drop and restore power to Osprey Park restrooms and pavilion. All ayes.

CITY OF SULTAN COUNCIL MEETING – January 23, 2014

Planning Board Appointment – Sean Gossett

The Council issue is to consider the Mayor's recommendation of the appointment of Sean Gossett to the Sultan Planning Board. Sultan Municipal Code 2.17.090 requires the Council confirm or deny the appointment to the Planning Board.

Mayor Eslick recommends the City Council confirm the appointment of Sean Gossett to open position on the Sultan Planning Board. The appointments are for a two-year term. Mr. Gossett was highly recommended by Keith Baner, Snohomish County Planning and Development Commission member.

On a motion by Councilmember Naslund, seconded by Councilmember Davenport-Smith, Sean Gossett was appointed to the Sultan Planning Board. All ayes.

DISCUSSION:**Time Allocation Report – 2013**

The issue before the Council is review the allocation of salaries and benefits to the various operating funds for 2013.

Resolution 12-08 providing a Cost Allocation Plan was adopted in 2012. The Plan sets guidelines to determine direct and indirect costs for services provided by staff to the various funds.

Based on time sheet submittals and the factors in the Cost Allocation Plan, staff has completed the year-end review. The amounts are based on the detailed time cards submitted by each employee. The following is a summary of budget versus actual full time employees (FTE) for each fund:

Cost Allocation of Wages and Benefits for 2013	General Fund	STREET	CEMETER Y	UTILITY WATER	UTILITY SEWER	GARBAGE	STORM WATER	BLDG MAINT	TOTAL
Fund #	001	101	103	400	401	402	406	113	FTE's
Adjusted Budget	FTE's 4.60	1.91	0.26	4.46	3.89	2.98	1.57	0.33	20.00
December 2013	FTE's 4.27	1.79	0.32	4.35	3.65	2.89	1.44	0.27	18.98
Increase/Decrease	FTE's 0.33	-0.12	0.06	-0.11	-0.24	-0.09	-0.13	-0.06	

Energy Efficiency Grant – Trane

The issue before council is to review information regarding the Washington State Department of Enterprise Services Energy Saving Performance Contract (ESPC) Program and receive an update from staff on progress towards a grant application.

In 2012, the City was approached by Trane (a subsidiary of Ingersoll Rand) who specializes in energy conservation to identify potential projects that might take advantage of the Washington State Department of Enterprise Services – Energy Saving Performance Contract (ESPC) program.

The City has now met with Trane a number of times, and has engaged both Gray & Osborne and RH2 Engineering (on a pro-bono basis) to help identify specific projects related to water and wastewater that will result in energy savings and are eligible to be funded through the ESPC program.

Through the preliminary assessment, it was found that the WWTP has an opportunity to improve the process of treating wastewater by replacing failed/failing equipment in the oxidation ditch and by expanding the existing programmable logic controller (PLC) control system. These

CITY OF SULTAN COUNCIL MEETING – January 23, 2014

measures will offset planned capital expenses and will allow the plant to run more efficiently resulting in energy and operational savings.

It was discovered the potable water booster station has significant need for improvement to address undersized pumps that are showing early signs of equipment failure. The City is in the process of installing an automatic intertie with the City of Everett to address the low-pressure situation during peak times. Replacing the pumps in the booster station, or building a new booster station would decrease the amount of water required to be purchased from the City of Everett to maintain potable water system pressure.

The City of Sultan previously entered into an interagency agreement (IAA) with the Washington State Department of Enterprise Services (DES) to utilize the Washington State Energy ESPC Design Build Program but did not proceed with a project. The interagency agreement is still currently in place with the DES and is valid. The City may use this agreement to utilize the ESPC program in 2014 to apply for the Department of Commerce Energy Efficiency Grant.

Discussion was held regarding cost estimate for work; probability of getting grants; based on energy savings. School district has done a project with Trane. Amount of savings in energy costs.

PUBLIC COMMENTS

Lucy Hitchcock: Supports the tree city program. It was discussed at Planning Board and there is a grant available for a tree survey in the city. Walks in Osprey Park and there are dead trees and it would be good to have an arborist look at the trees. Not a lot of young trees coming up and the old ones are going down. PUD has book of street trees that would be good for the city.

Kay George: On the impact fee delay process, the fees are collected up front and not used until the house is occupied. The City should delay collection until the house is used except for the traffic fee, which should be collected up front. Mr. Gossett sounds well qualified and she appreciates his volunteering for service.

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT

McCarty: The trees are mostly Western Hemlock and Douglas Fir. Dead falls should be taken down for safety reason. Must plant underneath to replace the natural habitat with new trees.

Walker: There was a tree that came down on Alder and there are others need to be looked at for safety reasons.

Davenport-Smith: Tree USA might be a good thing but need to be careful on how the ordinance is drafted. Need to know if the citizens are interested in annexing into the Snohomish County Conservation District. It would be nice to have an arborist look at trees. Thanks for comments on impact fees.

Naslund: The Monroe Monitor had a great article on the Sky Valley Coalition. Did a Facebook post and it shows most citizens support marijuana business in the city.

Beeler: Great import on the impact fees; as developer understands impact of paying up front.

Neigel: Is interested in learning more about Tree USA but city needs to make sure to protect the homeowner's rights. Agree went from logging to conservation. Good comments on impact

Adjournment: On a motion by Councilmember Beeler, seconded by Councilmember Naslund, the meeting adjourned at 8:35 PM. All ayes.

Joe Neigel, Mayor Pro-tem

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2

DATE: February 13, 2014

SUBJECT: Voucher Approval - 2014

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$147,932.66 and payroll through January 31, 2014 in the amount of \$78,832.40 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$226,765.06

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
February 13, 2014**

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 #28943-44,50-51	\$ 6,336.31
Direct Deposit #2 & 3	\$ 51,118.16
Benefits Check #28945-48	\$ 9,971.15
Tax Deposit #PR 2	\$ 11,406.78
Accounts Payable Checks #28952-29000	\$ 147,932.66
ACH Transactions - DOR	\$ 0
 TOTAL	 \$ 226,765.06

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Sarah Davenport-Smith, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 2/5/2014 - 2:38 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28953	02/13/2014	agsupply	AG Supply Co	368.66	0
28954	02/13/2014	AllWaste	Allied Waste Services	11,913.00	0
28955	02/13/2014	amtest	AM Test	95.00	0
28956	02/13/2014	APA	American Planning Association	183.00	0
28957	02/13/2014	Aramark	Aramark Uniform Services	275.39	0
28958	02/13/2014	APP	Associated Petroleum Products Inc	1,385.25	0
28959	02/13/2014	sect	Association of Snohomish County Citi	128.00	0
28960	02/13/2014	bony	Bank of New York	601.75	0
28961	02/13/2014	Chicago	Chicago Title	2,184.00	0
28962	02/13/2014	cintas	Cintas Document Management	84.48	0
28963	02/13/2014	comcast	Comcast	935.11	0
28964	02/13/2014	DOE	Department of Ecology - Cashiering S	4,315.62	0
28965	02/13/2014	DOE	Department of Ecology - Cashiering S	1,532.52	0
28966	02/13/2014	DOH	Department of Health	2,609.50	0
28967	02/13/2014	dynacco	Dynacco	1,037.56	0
28968	02/13/2014	EvtStamp	Everett Stamp Works	178.23	0
28969	02/13/2014	EvUtil	Everett Utilities	2,287.38	0
28970	02/13/2014	Eylander	Eylanders Sales & Service Inc	1,877.65	0
28971	02/13/2014	Frontier	Frontier	305.23	0
28972	02/13/2014	GBGeek	Gold Bar Geek	851.96	0
28973	02/13/2014	GroenPac	Groeneveld Pacific West, Inc.	637.65	0
28974	02/13/2014	hach	Hach Company	250.00	0
28975	02/13/2014	markley	Markley Electric	347.52	0
28976	02/13/2014	MisterF	Mister F's Trophies	16.92	0
28977	02/13/2014	napa	Monroe Parts House	161.35	0
28978	02/13/2014	MotorFru	Motor Trucks Inc	114.43	0
28979	02/13/2014	NorthSta	Northstar Chemical, Inc.	178.60	0
28980	02/13/2014	NWCas	Northwest Cascade Inc	170.50	0
28981	02/13/2014	OfcDepot	Office Depot	224.24	0
28982	02/13/2014	PUD 1	PUD	13,096.38	0
28983	02/13/2014	PSE	Puget Sound Energy	564.08	0
28984	02/13/2014	PSRC	Puget Sound Regional Council	1,241.00	0
28985	02/13/2014	QBS	Quality Buisness Systems	75.59	0
28986	02/13/2014	rh2	RH2 Engineering, Inc.	709.00	0
28987	02/13/2014	Sedgwick	Sedgwick CMS	286.72	0
28988	02/13/2014	SCaudit	Snohomish County Auditor	1,500.53	0
28989	02/13/2014	SCCFOA	Snohomish County Clerks/Finance	50.00	0
28990	02/13/2014	SCproAty	Snohomish County Prosecuting Attorn	1,395.80	0
28991	02/13/2014	SRDFF	Snohomish County Sheriff	76,016.17	0
28992	02/13/2014	Snopac	Snopac	10,497.34	0
28993	02/13/2014	snug	Springbrook National User Group	100.00	0
28994	02/13/2014	Auditor	State Auditor's Office	652.99	0
28995	02/13/2014	SulVet	Sultan Veterinary Clinic	124.36	0
28996	02/13/2014	Summit	Summit Research Labs	2,238.86	0
28997	02/13/2014	atrua	Aimee Lou Trua	2,180.00	0
28998	02/13/2014	VerizonW	Verizon Wireless	614.26	0
28999	02/13/2014	Visa	Visa	46.06	0
29000	02/13/2014	weed	Weed, Graafstra & Benson, Inc. P.S.	240.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
				Check Total:	147,179.64

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 1/23/2014 - 4:49 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28945	01/23/2014	Retire	Department of Retirement	3,250.00	0
28946	01/23/2014	Retire	Department of Retirement	5,971.25	0
28947	01/23/2014	AFLAC	AFLAC	111.90	0
28948	01/23/2014	UNION	Teamsters Local Union #763	638.00	0
				Check Total:	9,971.15

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 02/04/2014 - 3:51PM
Batch: 1-2-2014
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
02/07/2014	0	001	Laura Koenig	1,925.96
02/07/2014	0	004	Donna Murphy	1,341.91
02/07/2014	0	005	Robert Martin	1,705.50
02/07/2014	0	007	Julie Addington	1,422.84
02/07/2014	0	010	Cindy Donk	1,523.20
02/07/2014	0	011	Janice Mann	1,125.01
02/07/2014	0	013	Rosemary Murphy	1,198.20
02/07/2014	0	015	Kenneth Walker	2,154.67
02/07/2014	0	019	Michael Matheson	2,695.98
02/07/2014	0	020	Connie Dunn	2,285.31
02/07/2014	0	025	John Harris	1,882.32
02/07/2014	0	028	Todd Strom	1,560.43
02/07/2014	0	049	Victoria Forte	745.91
02/07/2014	0	072	Carolyn Eslick	461.75
02/07/2014	0	120	Matthew Wood	1,401.03
02/07/2014	0	121	Jason Strauss	1,715.45
02/07/2014	0	122	Steven Martin	1,120.12

Total Employees:

17

Total:

26,265.59

Payroll

Computer Check Register

User: julie.addington
Printed: 02/04/2014 - 3:49PM
Batch: 00001-02-2014 Computer



Check No	Check Date	Employee Information	Amount
28950	02/07/2014	024 Michael Williams	1,479.01
28951	02/07/2014	029 James Barns	1,373.56
Total Number of Employees: 2		Total for Payroll Check Run:	2,852.57

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 01/21/2014 - 3:42PM
Batch: 2-1-2014
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
01/21/2014	0	001	Laura Koenig	1,924.77
01/21/2014	0	004	Donna Murphy	1,341.64
01/21/2014	0	005	Robert Martin	1,705.80
01/21/2014	0	007	Julie Addington	1,422.30
01/21/2014	0	010	Cindy Donk	1,472.96
01/21/2014	0	011	Janice Mann	1,121.43
01/21/2014	0	013	Rosemary Murphy	1,199.17
01/21/2014	0	015	Kenneth Walker	2,154.07
01/21/2014	0	019	Michael Matheson	2,698.75
01/21/2014	0	020	Connie Dunn	1,932.96
01/21/2014	0	025	John Harris	1,826.07
01/21/2014	0	028	Fodd Strom	1,562.66
01/21/2014	0	049	Victoria Forte	702.98
01/21/2014	0	120	Matthew Wood	1,392.77
01/21/2014	0	121	Jason Strauss	1,275.41
01/21/2014	0	122	Steven Martin	1,118.83
Total Employees:			16	Total: 24,852.57

Payroll

Computer Check Register

User: julie.addington
Printed: 01/21/2014 - 3:35PM
Batch: 00002-01-2014 Computer



Check No	Check Date	Employee Information	Amount
28943	01/21/2014	024 Michael Williams	2,110.18
28944	01/21/2014	029 James Barns	1,373.56
Total Number of Employees: 2		Total for Payroll Check Run:	3,483.74

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
28952	02/04/2014	UTILITY WATER FUND	Communication	USPS	225.91
28952	02/04/2014	UTILITY SEWER FUND	Communication	USPS	225.90
28952	02/04/2014	UTILITY GARBAGE FUND	Communication	USPS	225.91
28952	02/04/2014	STORMWATER UTILITY FUND	Communication	USPS	75.30
28953	02/13/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	19.49
28953	02/13/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	2.37
28953	02/13/2014	UTILITY SEWER FUND	Repair and Maintenance	AG Supply Co	81.41
28953	02/13/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	27.13
28953	02/13/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	81.41
28953	02/13/2014	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	26.05
28953	02/13/2014	UTILITY WATER FUND	Repair and Maintenance	AG Supply Co	26.03
28953	02/13/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	64.62
28954	02/13/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	40.15
28955	02/13/2014	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Allied Waste Services	11,913.00
28955	02/13/2014	UTILITY WATER FUND	Water - Testing	AM Test	25.00
28956	02/13/2014	UTILITY SEWER FUND	Sewer - Testing	AM Test	70.00
28957	02/13/2014	GENERAL FUND	Miscellaneous	American Planning Association	483.00
28957	02/13/2014	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	1.24
28957	02/13/2014	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	0.92
28957	02/13/2014	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	4.28
28957	02/13/2014	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	4.29
28957	02/13/2014	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	3.97
28957	02/13/2014	STREET FUND	Uniforms	Aramark Uniform Services	0.92
28957	02/13/2014	GENERAL FUND	Uniforms	Aramark Uniform Services	0.92
28957	02/13/2014	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	10.72
28957	02/13/2014	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	10.72
28957	02/13/2014	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	10.71
28957	02/13/2014	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	10.72
28957	02/13/2014	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	10.72
28957	02/13/2014	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	1.69
28957	02/13/2014	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	7.89
28957	02/13/2014	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	7.89
28957	02/13/2014	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	7.33
28957	02/13/2014	STREET FUND	Uniforms	Aramark Uniform Services	1.69
28957	02/13/2014	GENERAL FUND	Uniforms	Aramark Uniform Services	1.69
28957	02/13/2014	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	1.24
28957	02/13/2014	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	20.09
28957	02/13/2014	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	20.09

28957	02/13/2014	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	20.10
28957	02/13/2014	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	20.09
28957	02/13/2014	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	20.09
28957	02/13/2014	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	0.96
28957	02/13/2014	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	4.46
28957	02/13/2014	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	4.46
28957	02/13/2014	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	4.14
28957	02/13/2014	STREET FUND	Uniforms	Aramark Uniform Services	0.95
28957	02/13/2014	GENERAL FUND	Uniforms	Aramark Uniform Services	0.96
28957	02/13/2014	GENERAL FUND	Uniforms	Aramark Uniform Services	1.24
28957	02/13/2014	UTILITY WATER FUND	Office/Operating Supplies	Aramark Uniform Services	11.04
28957	02/13/2014	UTILITY SEWER FUND	Operating Supply	Aramark Uniform Services	11.04
28957	02/13/2014	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	11.64
28957	02/13/2014	GENERAL FUND	Operating Supplies	Aramark Uniform Services	11.05
28957	02/13/2014	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	11.64
28958	02/13/2014	UTILITY GARBAGE FUND	Office/Operating Supplies	Aramark Uniform Services	11.64
28958	02/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	803.30
28958	02/13/2014	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	98.06
28958	02/13/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	369.41
28958	02/13/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	24.18
28958	02/13/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	24.18
28958	02/13/2014	GENERAL FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	24.18
28958	02/13/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	24.18
28959	02/13/2014	GENERAL FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	41.94
28960	02/13/2014	LIMITED GO TAX BOND FUND	Travel and Seminars	Snohomish County Cities & Towns	128.00
28960	02/13/2014	WATER REVENUE BOND FUND	Professional Services	Bank of New York	301.75
28961	02/13/2014	PARK IMPROVEMENT FUND	Professional Services	Bank of New York	300.00
28961	02/13/2014	PARK IMPROVEMENT FUND	Professional Service	Chicago Title	436.80
28961	02/13/2014	PARK IMPROVEMENT FUND	Professional Service	Chicago Title	436.80
28961	02/13/2014	PARK IMPROVEMENT FUND	Professional Service	Chicago Title	436.80
28961	02/13/2014	PARK IMPROVEMENT FUND	Professional Service	Chicago Title	436.80
28962	02/13/2014	GENERAL FUND	Professional Service	Chicago Title	436.80
28963	02/13/2014	GENERAL FUND	Office/Operating Supplies	Cintas Document Management	84.48
28963	02/13/2014	UTILITY WATER FUND	Communication	Comcast	26.84
28963	02/13/2014	UTILITY SEWER FUND	Communication	Comcast	17.89
28963	02/13/2014	UTILITY GARBAGE FUND	Communication	Comcast	17.89
28963	02/13/2014	STREET FUND	Communication	Comcast	17.89
28963	02/13/2014	STREET FUND	Communication	Comcast	8.94
28963	02/13/2014	UTILITY WATER FUND	Communication	Comcast	51.88
28963	02/13/2014	UTILITY SEWER FUND	Communication	Comcast	51.88
28963	02/13/2014	UTILITY GARBAGE FUND	Communication	Comcast	51.88
28963	02/13/2014	STORMWATER UTILITY FUND	Communication	Comcast	51.88
28963	02/13/2014	GENERAL FUND	Communication	Comcast	51.88
			Communication	Comcast	234.50

28963	02/13/2014	UTILITY WATER FUND	Communication	Comcast	117.26
28963	02/13/2014	UTILITY SEWER FUND	Communication	Comcast	117.25
28963	02/13/2014	UTILITY GARBAGE FUND	Communication	Comcast	117.25
28964	02/13/2014	SEWER SYSTEM DEBT FUND	State Revolving Fund Principal	Department of Ecology	4,092.94
28964	02/13/2014	SEWER SYSTEM DEBT FUND	State Revolving Fund Interest	Department of Ecology -	222.68
28965	02/13/2014	UTILITY SEWER FUND	Miscellaneous	Department of Ecology	1,532.52
28966	02/13/2014	UTILITY WATER FUND	Miscellaneous	Department of Health	2,009.50
28967	02/13/2014	UTILITY WATER FUND	Operating Supply	Dynaco	1,037.56
28968	02/13/2014	GENERAL FUND	Office/Operating Supplies	Everett Stamp Works	178.23
28969	02/13/2014	UTILITY WATER FUND	Utilities	Everett Utilities	2,287.38
28970	02/13/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	1,526.55
28970	02/13/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	351.10
28971	02/13/2014	GENERAL FUND	Communication	Frontier	10.73
28971	02/13/2014	STREET FUND	Communication	Frontier	10.72
28971	02/13/2014	UTILITY WATER FUND	Communication	Frontier	10.73
28971	02/13/2014	UTILITY SEWER FUND	Communication	Frontier	10.72
28971	02/13/2014	UTILITY GARBAGE FUND	Communication	Frontier	10.73
28971	02/13/2014	GENERAL FUND	Communication	Frontier	15.19
28971	02/13/2014	STREET FUND	Communication	Frontier	15.19
28971	02/13/2014	UTILITY WATER FUND	Communication	Frontier	15.20
28971	02/13/2014	UTILITY SEWER FUND	Communication	Frontier	15.19
28971	02/13/2014	UTILITY GARBAGE FUND	Communication	Frontier	15.19
28971	02/13/2014	GENERAL FUND	Communication	Frontier	12.79
28971	02/13/2014	STREET FUND	Communication	Frontier	12.79
28971	02/13/2014	UTILITY WATER FUND	Communication	Frontier	12.79
28971	02/13/2014	UTILITY SEWER FUND	Communication	Frontier	12.79
28971	02/13/2014	UTILITY GARBAGE FUND	Communication	Frontier	12.79
28971	02/13/2014	UTILITY WATER FUND	Communication	Frontier	12.79
28972	02/13/2014	IT FUND -	Communication	Frontier	111.69
28973	02/13/2014	UTILITY SEWER FUND	Professional Service	Gold Bar Geek	851.96
28974	02/13/2014	UTILITY WATER FUND	Repair and Maintenance	Groeneveld Pacific West, Inc.	637.65
28975	02/13/2014	UTILITY WATER FUND	Travel and Seminars	Hach Company	250.00
28976	02/13/2014	UTILITY WATER FUND	Repair and Maintenance	Markley Electric	347.52
28977	02/13/2014	GENERAL FUND	Office/Operating Supplies	Misler T's Trophies	16.92
28977	02/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	86.96
28977	02/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	65.34
28977	02/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	9.05
28978	02/13/2014	UTILITY GARBAGE FUND	Operating Supplies	Motor Trucks Inc	114.43
28979	02/13/2014	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.	178.60
28980	02/13/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	185.50
28980	02/13/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	-15.00
28981	02/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	7.09
28981	02/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	7.09

28981	02/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	7.09
28981	02/13/2014	STREET FUND	Office Supplies	Office Depot	7.10
28981	02/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	28.36
28981	02/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	8.08
28981	02/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	8.08
28981	02/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	8.07
28981	02/13/2014	STREET FUND	Office Supplies	Office Depot	8.08
28981	02/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	32.31
28981	02/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	1.03
28981	02/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	1.03
28981	02/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	1.03
28981	02/13/2014	STREET FUND	Office Supplies	Office Depot	1.03
28981	02/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	4.12
28981	02/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	11.83
28981	02/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	11.83
28981	02/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	11.83
28981	02/13/2014	STREET FUND	Office Supplies	Office Depot	11.84
28981	02/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	47.32
28982	02/13/2014	UTILITY WATER FUND	Utilities	PUD	202.03
28982	02/13/2014	UTILITY SEWER FUND	Utilities	PUD	202.02
28982	02/13/2014	UTILITY GARBAGE FUND	Utilities	PUD	202.03
28982	02/13/2014	STREET FUND	Utilities	PUD	202.02
28982	02/13/2014	GENERAL FUND	Utilities	PUD	202.03
28982	02/13/2014	GENERAL FUND	Utilities	PUD	1,010.13
28982	02/13/2014	GENERAL FUND	Utilities	PUD	401.44
28982	02/13/2014	UTILITY WATER FUND	Utilities	PUD	3,165.28
28982	02/13/2014	UTILITY SEWER FUND	Utilities	PUD	3,428.89
28982	02/13/2014	GENERAL FUND	Utilities	PUD	233.97
28982	02/13/2014	GENERAL FUND	Utilities	PUD	58.96
28982	02/13/2014	GENERAL FUND	Utilities	PUD	77.19
28982	02/13/2014	UTILITY SEWER FUND	Utilities	PUD	684.04
28982	02/13/2014	STREET FUND	Utilities	PUD	33.39
28982	02/13/2014	STREET FUND	Utilities	PUD	42.95
28982	02/13/2014	STREET FUND	Utilities	PUD	182.83
28982	02/13/2014	STREET FUND	Utilities	PUD	2,483.64
28982	02/13/2014	UTILITY WATER FUND	Utilities	PUD	42.95
28982	02/13/2014	UTILITY SEWER FUND	Utilities	PUD	42.90
28982	02/13/2014	UTILITY GARBAGE FUND	Utilities	PUD	42.95
28982	02/13/2014	STREET FUND	Utilities	PUD	154.68
28983	02/13/2014	GENERAL FUND	Utilities	Puget Sound Energy	282.04
28983	02/13/2014	STREET FUND	Utilities	Puget Sound Energy	56.41
28983	02/13/2014	UTILITY WATER FUND	Utilities	Puget Sound Energy	56.41

28985	02/13/2014	UTILITY SEWER FUND	Utilities	Puget Sound Energy	56.40
28985	02/13/2014	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	56.41
28985	02/13/2014	GENERAL FUND	Utilities	Puget Sound Energy	56.41
28984	02/13/2014	GENERAL FUND	Organization Dues	Puget Sound Regional Council	310.25
28984	02/13/2014	STREET FUND	Miscellaneous	Puget Sound Regional Council	310.25
28984	02/13/2014	UTILITY WATER FUND	Miscellaneous	Puget Sound Regional Council	310.25
28984	02/13/2014	UTILITY SEWER FUND	Miscellaneous	Puget Sound Regional Council	310.25
28985	02/13/2014	UTILITY SEWER FUND	Office Supplies	Quality Buissness Systems	15.12
28985	02/13/2014	UTILITY GARBAGE FUND	Office Supplies	Quality Buissness Systems	15.12
28985	02/13/2014	GENERAL FUND	Office:Operating Supplies	Quality Buissness Systems	15.12
28985	02/13/2014	STREET FUND	Office Supplies	Quality Buissness Systems	15.12
28985	02/13/2014	UTILITY WATER FUND	Office Supplies	Quality Buissness Systems	15.11
28986	02/13/2014	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	354.50
28986	02/13/2014	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	354.50
28987	02/13/2014	GENERAL FUND	Professional Services	Sedgwick CMS	57.34
28987	02/13/2014	STREET FUND	Professional Services	Sedgwick CMS	57.35
28987	02/13/2014	UTILITY WATER FUND	Professional Services	Sedgwick CMS	57.35
28987	02/13/2014	UTILITY SEWER FUND	Professional Service - General	Sedgwick CMS	57.34
28987	02/13/2014	UTILITY GARBAGE FUND	Professional Service	Sedgwick CMS	57.35
28987	02/13/2014	GENERAL FUND	Professional	Sedgwick CMS	57.34
28988	02/13/2014	GENERAL FUND	Voter Registration	Snohomish County Auditor	1,500.53
28989	02/13/2014	GENERAL FUND	Miscellaneous Expense	Snohomish County Clerks Finance	50.00
28990	02/13/2014	GENERAL FUND	Professional Services - Prose	Snohomish County Prosecuting Att	1,395.80
28991	02/13/2014	GENERAL FUND	Professional Service - SnoCity	Snohomish County Sheriff	76,016.17
28992	02/13/2014	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	5,124.71
28992	02/13/2014	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	247.92
28992	02/13/2014	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	5,124.71
28993	02/13/2014	GENERAL FUND	Organization Dues	Springbrook National User Group	100.00
28994	02/13/2014	GENERAL FUND	Audit Costs	Siate Auditor's Office	130.60
28994	02/13/2014	STREET FUND	Professional Services	Siate Auditor's Office	130.60
28994	02/13/2014	UTILITY WATER FUND	Professional Service - General	Siate Auditor's Office	130.59
28994	02/13/2014	UTILITY SEWER FUND	Professional Service	Siate Auditor's Office	130.60
28994	02/13/2014	UTILITY GARBAGE FUND	Professional	Siate Auditor's Office	130.60
28995	02/13/2014	GENERAL FUND	Professional Services	Sultan Veterinary Clinic	124.36
28996	02/13/2014	UTILITY WATER FUND	Operating Supply	Summit Research Labs	2,238.86
28997	02/13/2014	GENERAL FUND	Professional Services - Prose	Aimee Lou Trua	1,700.00
28997	02/13/2014	GENERAL FUND	Professional Services - Prose	Aimee Lou Trua	480.00
28998	02/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
28998	02/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.98
28998	02/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
28998	02/13/2014	STREET FUND	Communication	Verizon Wireless	10.98
28998	02/13/2014	GENERAL FUND	Communication	Verizon Wireless	10.99
28998	02/13/2014	GENERAL FUND	Communication	Verizon Wireless	36.97

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 3
DATE: February 13, 2014
SUBJECT: Ordinance 1188-14 – Water Connection Fees
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

The issue before the City Council is to adopt Ordinance 1188-14 to increase fees for meter costs and installation service. Ordinance 1188-14 was introduced for a first reading on January 23, 2014.

SUMMARY:

In December 2013, the Council adopted the 2014 fee schedule. The discussion include the need to increase the charge for new water meters and installation services.

The current fees have been in place for at least ten years. Since the adoption of the ordinance in 2003, there have been increases to the cost of living, water parts and meters, fuel, rock and asphalt.

The City issues the permit for inside the City limits. The \$200.00 increase covers the actual cost of installing the meter.

For installations outside the City limits, the city is required to obtain a Snohomish County right of way permit to work inside the county road corridor. The cost is \$600 for the permit.

RECOMMENDATION:

Staff recommends amending Ordinance 1124-11 regarding Water General Facility charges to:

Add:	Meter Setting where service is completed from Mainline to Back of ROW		\$ 350.00
	Service Line and Meter Installation	Inside City Limits	\$1,200.00
	Service Line and Meter Installation	Outside City Limits	\$1,800.00
	(County ROW Permits required)		

ACTION:

Adoption of Ordinance 1188-14 to increase fees for meter costs and installation service.

**CITY OF SULTAN
WASHINGTON
ORDINANCE NO. 1188-14**

**AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, ADOPTING
WATER GENERAL FACILITIES CHARGE AND INSTALLATION FEES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, pursuant to RCW 35.92.010 and RCW 35.92.025 the City through its legislative authority has the power and authority to establish rates for water service and also to establish a reasonable connection charge as a condition to granting the right to connect to the City's water system; and

WHEREAS, the City wishes to establish charges that reflect the equitable share of the cost of the system for connection to the system; and

WHEREAS, it is necessary for the city to recover the cost of the water meter and installation costs;

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

Section 1. Establishment of the Water General Facilities Charge. The Water General Facilities Charge is hereby imposed on all parties seeking to connect to the water system a water general facilities charge as follows:

1. The charge per equivalent residential unit shall be \$3,694.
2. The GFC may be adjusted annually during the budget process to capture capital costs from the 6-year Capital Improvement Plan (CIP) and changes in the Engineering News Record Construction Cost Index
3. A \$1,200 additional charge shall be assessed for water meter, installation and inspection for units within the city limits not within an approved development or plat.
4. A \$1,800 additional charge shall be assessed for water meter, installation and inspection for units outside the city limits not within an approved development or plat.
5. A \$350.00 additional charge shall be assessed for water meter, installation and inspection for units within an approved development or plat, with meter service extended to the back of right of way.
6. The charges imposed by this subsection shall be in addition to any charges due under an approved latecomer or cost recovery contract.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13th DAY OF FEBRUARY 2014.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

, City Attorney

Date of Publication:

Effective Date:

CITY OF SULTAN
AGENDA ITEM COVER SHEET

AGENDA ITEM #: C-4

DATE: February 13, 2014

SUBJECT: Department of Ecology Grant Application – Wagley Creek Culvert Replacement

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE: The issue before the Council is to authorize the Mayor to sign the necessary documents to submit a grant application to Puget Sound Regional Council for a Department of Ecology Flood Plain Management Grant to replace the culvert at Dyer Road and Wagley Creek.

STAFF RECOMMENDATION: Direct staff to apply to Department of Ecology for a Flood Plain Management Grant for approximately \$272,000 to fund replacement of the culvert at Dyer Road and Wagley Creek, and authorize the Mayor to sign the necessary documents.

SUMMARY STATEMENT:

Department of Ecology has called for projects for the Flood Plain Management Grant Program for the 2014 Funding Cycle. There is \$11 million available statewide, and the application is due February 14, 2014.

The Flood Plain Management Grant Program is a grant program that funds flood related issues and supports a multi-benefit approach to floodplain management. The objective is to address both the need to reduce flood risk to people and property and the need to improve the natural function of river systems.

Dyer Road and surrounding properties flood due to a combination of floodwaters in Wagley Creek and due to flooding conditions created by the Skykomish River.

The Wagley Creek culvert replacement is designed and will be reconstructed with a 20-foot bottomless arch culvert when construction funds are secured. Dyer Road will be raised by approximately 12 inches in the vicinity of the new culvert

The project will provide:

- Flood protection from a 25-year event of the Skykomish River or a 100-year event on Wagley Creek when they occur independently.
- Flood protection from 10-year events when flooding on the two occur simultaneously.
- Passage of vehicles and pedestrians to and from 40-lots in a 10-year event (an improvement of 5x).
- Local residents are otherwise forced to stay at their homes or use a combination of a private driveway and unpermitted use of the BNSF right of way to exit.
- Reduced potential damage to Dyer Road.
- Reduced potential damage to surrounding properties.
- Potentially increased property values.

- Improved fish passage by replacing the existing metal culverts with a bottomless arch culvert.

FISCAL IMPACTS:

WHPacific, the consultants secured to design the Culvert Replacement Project, estimates the cost for construction at \$340,000. The required match amount is 20% or \$68,000 that will be secured through a loan from the City's Stormwater Fund.

Attachments:

Department of Ecology Flood Plain Management Grant Criteria

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 1
DATE: February 13, 2014
SUBJECT: Osprey Park Trail Name Dedication
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is the adoption of Resolution 14-01 naming the Osprey Park Trail in memory of Robert "Bob" Knuckey. Bob passed away on December 18, 2013 at the age of 80. See Presentation 1 for background and information.

The idea that Osprey Park should have a map of the trails became Bob's vision and through hard work and persistence made this vision reality. Bob Knuckey worked very closely with Roger Legg with Harmsen and Associates to design the map verify its accuracy, and printing it on suitable material.

**CITY OF SULTAN
SULTAN WASHINGTON
RESOLUTION 14-01**

**A RESOLUTION OF THE CITY OF SULTAN TO NAME THE OSPREY PARK
TRAIL IN MEMORY OF ROBERT "BOB" KNUCKEY.**

WHEREAS, one person can inspire, equip and mobilize people to take action that changes the community; and

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, experience teaches us that government by itself cannot solve all of the city's problems; and

WHEREAS, Robert "Bob" Knuckey donated thousands of hours to improve and enhance the parks and streets in the City of Sultan and;

WHEREAS, Bob Knuckey worked to design a map, verify its accuracy and have it printed so that the community could use and enjoy the trail at Osprey Park;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sultan that the trail at Osprey Park shall be named the Bob Knuckey Memorial Trail.

PASSED AND ADOPTED this 13th of February 2014.

CITY OF SULTAN
Carolyn Eslick, Mayor

ATTEST:
Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2
DATE: February 13, 2014
SUBJECT: NW Wind & Solar Contract Amendment
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director



ISSUE:

Authorize the Mayor to sign Contract Addendum No. 1 (Attachment A) with NW Wind & Solar to:

- Increase the contract amount from \$47,481 to an amount not to exceed \$48,502 to account for Washington State Sales Tax at the rate of twenty five percent of 8.6% as is applicable for solar projects greater than 10 kilowatts.

ALTERNATIVES:

1. Authorize the Mayor to sign Addendum No. 1 with NW Wind & Solar to increase the contract amount from \$47,481 to an amount not to exceed \$48,502.
2. Do not authorize the mayor to sign Addendum No. 1 with NW Wind & Solar and direct staff to areas of concern.

STAFF RECOMMENDATION:

Authorize the Mayor to sign Addendum No. 1 with NW Wind & Solar to increase the contract amount from \$47,481 to an amount not to exceed \$48,502.

The purpose of the contract amendment is to increase the contract amount to account for Washington State Sales Tax at the rate of twenty five percent of 8.6% as is applicable for solar projects greater than 10 kilowatts.

SUMMARY:

Washington State Sales Tax was erroneously omitted from the original contract. The contract addendum is necessary to correct this error.

FISCAL IMPACT:

The grant received from Snohomish County PUD for this project is sufficient to cover the contract amount increase. There is no fiscal impact to the City of Sultan.

RECOMMENDED ACTION:

Authorize the Mayor to sign Addendum No. 1 with NW Wind & Solar to increase the contract amount from \$47,481 to an amount not to exceed \$48,502.

ATTACHMENTS:

- A – Addendum No. 1 with NW Wind & Solar
- B – NW Wind & Solar Limited Public Works Contract

ADDENDUM No. 1
BY AND BETWEEN THE CITY OF SULTAN AND NW WIND & SOLAR

THIS FIRST ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and NW Wind & Solar (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on September 26, 2013, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of such services for supplying and installing a complete and operating solar electric system on the existing Sultan Community Center roof, including monitoring hardware, lifetime online monitoring subscription, 32" Flat screen TV, web enabled computer to run monitoring service, and signage at 319 Main Street, Sultan, Washington ; and

WHEREAS, the Agreement neglected to include Washington State Sales Tax; and

WHEREAS, the City desires to increase the contract amount to include Washington State Sales Tax ; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment. Payment for the work as described in the Contract shall not exceed forty eight thousand five hundred two dollars (\$48,502) which includes applicable Washington State Sales Tax at a rate of twenty five percent of 8.6% as is applicable for solar projects greater than 10 kilowatts, excluding approved change orders in accordance with the lump sum bid 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.

Section 2 Effect of Addendum. This First Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this First Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this First Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this 14th day of February, 2014.

CITY OF SULTAN:

By: _____
Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

13-1041

SME INC OF SEATTLE
OCT 21 2013
RECEIVED

ENTERED
10/1

RECEIVED
SEP 27 2013

SME INC OF SEATTLE

**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 NW Wind & Solar (hereinafter referred to as "Contractor"), doing business at 828 Poplar Place S, Seattle WA 98144.

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 supplying and installing a complete and operating solar electric system on the existing Sultan Community Center roof, including monitoring hardware, lifetime online monitoring subscription, 32" Flat screen TV, web enabled computer to run monitoring service and signage at 319 Main Street, Sultan, Washington 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
 - Bid Proposals
 - Performance Bond (if not waived by City)
 - 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 Forty seven thousand four hundred eighty one dollars (\$47,481), excluding approved change orders in accordance with the lump sum bid 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, the 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 by December 5, 2013. The time of completion is an essential condition 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.** The City waives 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.

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.

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 (Attachment 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 (Attachment 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 26th day of September, 2013.

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

CITY OF SULTAN

By: *Carolyn Elie*
Mayor

CONTRACTOR *EME Inc of Seattle dba NW Wind and Solar*

By: *Colin Pugh*
Title: *CEO*
Taxpayer ID #: *91-1624156*

CITY CONTACT

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

CONTRACTOR CONTACT

Kevin Charap

Phone: *206 396 4646*
Fax: *206 726 8160*

ATTEST/AUTHENTICATED

By: *[Signature]*
City Clerk

APPROVED AS TO FORM

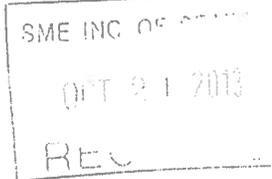
By: *[Signature]*
Office of the City Attorney

NW WIND & SOLAR
YOUR ENERGY ARCHITECTS



Sultan City Hall - Solar PV Fixed Cost Bid

Sultan City Hall
319 Main Street
Sultan WA, 98294
360-793-1811
donna.murphy@ci.sultan.wa.us



SYSTEM DESCRIPTION

Supply and install a complete and operating solar electric system on the existing Sultan City Hall Roof. Price includes monitoring hardware, lifetime online monitoring subscription, 32" Flatscreen TV, web enabled computer to run monitoring service and signage.

BASE BID - SYSTEM SPECIFICATIONS - (All Equipment UL Listed)

Total System Size	10.80 kW Rated DC at STC
Solar Panel Description	40 x Solar World 270 Watt Modules - Made in the USA
Inverter	2 x SMA String Inverters 277/480
Racking	Stainless Steel Flat Roof Ballast
Online Monitoring	SMA Sunny Portal

COST ANALYSIS

10.80kW - Solar and Electrical - Made in the USA - 10.80kW	<u>\$44,481</u>
SolarWorld Modules and SMA String Inverters - (Production Incentive \$0.15/kWh annual estimate = \$1,500)	
Monitoring Package	<u>\$2,500</u>
(1) 32" Flatscreen TV Monitor, Web Enable Computer to run monitoring software, Monitoring Hardware, Low voltage data wiring and connections. Installation, commissioning, setup and activation.	
Signage Allowance	<u>\$500</u>
Design, Supply and Installed Permanent Signage by Monitor. Content to be coordinated with Owner and PUD.	

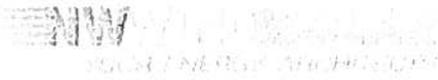
All Prices Exclude Tax

X _____ Date: _____
Proposal Acceptance

Terms & Conditions: 10% down payment due on proposal acceptance. 60% Due at time of material order. Balance due upon final electrical approval by area having jurisdiction.

- Note: Additional Bank transaction fee of 3% applies for Credit Card purchases.
- Note: Production Estimates subject to future weather.
- Note: PV Equipment and material availability subject to market conditions.





Sultan City Hall - Solar PV Fixed Cost Bid

SCOPE OF SYSTEM PROPOSAL

PROPOSAL PRICE INCLUDES THE FOLLOWING:

- Complete and operating solar electric system per NEC code and jurisdictional requirements.
- Complete system includes: Design, Installation, Mounting and AC/DC Electrical.
- Electrical Permits and Inspections.
- Structural Engineering for racking system only.
- Utility Connections, Metering and Interconnection Paperwork.
- Production incentive Certification, and Buyer's Sales Tax Exemption Certificate if applicable.
- 5-Year NW Wind & Solar Warranty on Labor and Installation.
- Solar Panels include a 25-year Manufacturer's Performance Warranty, Inverters have a 10-year Manufacturer's Warranty.
- Annual production incentive application form and instructions.
- Prevailing Wages.
- O&M Owner's Manual and Owner Training.
- Fixed Cost Bid, One-Line Electrical Diagram, Meter Variance, Elevation Drawing, Panel and Inverter Spec Sheets

PROPOSAL PRICE EXCLUDES THE FOLLOWING:

- Anything above and beyond the SYSTEM DESCRIPTION of this Proposal.
- Building or facility structural engineering, building permits and plan review fees.
- Upgrades to existing electrical system, Service, Service Meter and dedicated utility transformers.
- Permanent safety roof anchors.
- Cutting, patching, painting.
- Annual Production Incentive application.
- Sales Tax- Renewable Energy Sales and Use Tax Exempt per SB6170.
- Performance and Payment Bonds. Overtime and off hours. Prevailing Wages.
- Backup power capabilities or batteries.
- Internet Service.
- Financing.

Terms & Conditions: 10% down payment due on proposal acceptance. 60% Due at time of material order. Balance due upon final electrical approval by area having jurisdiction.

Note: Additional Bank transaction fee of 3% applies for Credit Card purchases.



PUD/City of Sultan Planet Power
Specifications and Installation Requirements

August 30, 2013

The City of Sultan is requesting price quotes for a KW Photo Voltaire system installed on the roof located at 319 Main Street, Sultan WA, with all necessary amenities for a fully operational system.

Supply and install a complete and operating made in the USA solar electric system on the existing roof of Sultan City Hall. Price is to include monitoring hardware, lifetime online monitoring subscription, 32" flat screen TV, web enabled computer with monitoring software and signage for Public Education Outreach.

Project Description:

- Made in the USA : 10-12 kW, or equivalent, Solar and Electrical modules
Inverters, sized as required to gain optimal production
On line monitoring, include software and hardware to accomplish this
All mounting brackets for installing the unit(s)
- Monitoring Package: 32" Flat screen TV Monitor
Web enabled Computer to run monitoring software
Low voltage data wiring and connections
- Signage Allowance: Permanent Signage at the Monitor location in the lobby of City Hall, Sultan.

Proposal Price is to include:

- Complete and operating Photo Voltaire system per NEC code
- Complete system includes: Design, Installation, Mounting and AC/DC Electrical
- O & M Owner's Manual with necessary hours of training
- Anchors as necessary
- Include Inverters with a 10 year Manufacturer's Warranty
- Structural Engineering for racking to support the system
- 10 year Warranty on Labor and Installation
- Panels to include 25 years Manufacturers Performance Warranty
- Utility Connections, metering and interconnection paperwork
- Production Incentive Certification and Buyers Sales Tax Exemption Certificate, if applicable
- Annual production incentive application form and instructions
- Contractor will submit all equipment specifications and detailed plans including one-line diagrams, for the installation of the solar panel and associated interconnection, safety, and control equipment

Z:drive/Building O&M/Solar Panel Install 8-26-2013

Cutting, Patching, and Painting needed for installation, with a 10 year workmanship warranty, in the Lobby and at the location of the Photo Voltaire System

Prevailing wages to be paid on this job, the contractor will provide appropriate Department of Revenue paperwork

Performance and Payment Bonds, Insurance, and Hold Harmless agreement

State of Washington and City of Sultan Businesses Licenses

Permits as require by Washington State L & I and all Inspections

City Staff will assist the Contractor to obtain City of Sultan permits

A contract will be signed by all parties when all permits and licenses and the city council has accepted the quote prior to any work is started

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-3
DATE: February 13, 2014
SUBJECT: Ponderosa Pacific, Inc. Contract Amendment
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director



ISSUE:

Authorize the Mayor to sign Contract Addendum No. 1 (Attachment A) with Ponderosa Pacific, Inc. to:

- Increase the contract amount from \$68,966.43 to an amount not to exceed \$69,742.55 to reflect the actual length of ductile iron pipe including fittings installed which were bid on a lineal foot basis.

ALTERNATIVES:

1. Authorize the Mayor to sign Addendum No. 1 with Ponderosa Pacific, Inc. to increase the contract amount from \$68,966.43 to an amount not to exceed \$69,742.55.
2. Do not authorize the mayor to sign Addendum No. 1 with Ponderosa Pacific, Inc. and direct staff to areas of concern.

STAFF RECOMMENDATION:

Authorize the Mayor to sign Addendum No. 1 with Ponderosa Pacific, Inc. to increase the contract amount from \$68,966.43 to an amount not to exceed \$69,742.55.

The purpose of the contract amendment is to increase the contract amount to reflect the actual length of ductile iron pipe including fittings installed which were bid on a lineal foot basis.

SUMMARY:

The contractor installed additional ductile iron pipe beyond what was originally bid due to the connection point being located differently in the field than what was expected.

Council authorized the Mayor to approve the base bid of \$68,966.43 plus a ten percent contingency and to sign a contract not to exceed \$76,000 at the August 22, 2013 council meeting.

The contract was executed for an amount not to exceed \$68,966.43. The actual amount invoiced based on field conditions totals \$69,742.55. A contract addendum is necessary to increase the amount paid to Ponderosa Pacific. Inc.

FISCAL IMPACT:

The amount of available project funding from the CDBG grant is \$80,617.00. The Blueline Group's contract for consulting services is \$16,200.00. Advertising in the Daily Journal of Commerce and The Herald was \$667.76. Ponderosa Pacific's contract amount with the proposed contract addendum is \$69,742.55.

Project Budget

Revenues	
CDBG Grant	\$80,617.00
Total	\$80,617.00
Expenditures	
The Blueline Group	\$16,200.00
Bid Advertisement	\$667.76
Ponderosa Pacific (with contract addendum)	\$69,742.55
Total	\$86,610.31

Council authorized an amount not to exceed \$76,000 for Ponderosa Pacific (which included a ten percent contingency) at the August 22, 2013 council meeting. Fortunately, very little of the contingency was needed. The budget shortfall will be paid out of the Water Capital Fund.

RECOMMENDED ACTION:

Authorize the Mayor to sign Addendum No. 1 with Ponderosa Pacific, Inc. to increase the contract amount from \$68,966.43 to an amount not to exceed \$69,742.55.

ATTACHMENTS:

- A – Addendum No. 1 with Ponderosa Pacific, Inc.
- B – 6th Street Waterline Public Works Contract

ADDENDUM No. 1
BY AND BETWEEN THE CITY OF SULTAN AND PONDEROSA PACIFIC, INC.

THIS FIRST ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and Ponderosa Pacific, Inc. (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on August 22, 2013, the Parties entered into that certain Agreement for Services ("Agreement") for the 6th Street Water Main project; and

WHEREAS, the City desires to increase the contract amount from \$68,966.43 to an amount not to exceed \$69,742.55 to reflect the actual length of ductile iron pipe including fittings installed which were bid on a lineal foot basis; **NOW, THEREFORE**

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment. Payment for the above work shall not exceed sixty nine thousand seven hundred forty two dollars and fifty five cents (69,742.55), excluding approved change orders, in accordance with the quality 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.

Section 2 Effect of Addendum. This First Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this First Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this First Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this 14th day of February, 2014.

CITY OF SULTAN:

CONTRACTOR:

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Office of the City Attorney

**CITY OF SULTAN
STANDARD PUBLIC WORKS CONTRACT**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and, Ponderosa Pacific (hereinafter referred to as "Contractor"), doing business at 31444 Rosewood Drive, Sultan, WA 98294

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 restoration and repair of five (5) asphalt patches that was the result of water and sewer repairs, 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
 - General Provisions
 - Bid Documents
 - Bid Proposals
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not
2. **Payment.** Payment for the above work shall not exceed, six thousand seven hundred twenty dollars and seventeen cents (\$6,720.17) in accordance with the 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, the City of Sultan Public Works Field Supervisor 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 one hundred eighty (180) working days, 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. **Surety.** RCW 60.28.011 requires the City to withhold 5% from the moneys earned by the contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.

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. **Independent Contractor.** The Contractor is and shall be at all times during the terms of this Agreement an independent contractor and not an employee of the City. No agent, employee, representative or subcontractor of the 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 or her employees, agents, representatives or subcontractors. The Contractor will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the 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 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 or a substitute form providing equivalent liability coverage. 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.
- 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 a \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk 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. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.
19. **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.
20. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, 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 on Public Works Contracts" 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.

- 21. Termination.** This contract shall terminate upon satisfactory completion of the work described in the Contract Provisions 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 Contract Provisions 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.

- 22. 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 signed by both parties.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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 21st day of November, 2013.

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, WA 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 #: Action A 4
DATE: February 13, 2014
SUBJECT: Ordinance 1189-14 – Moratorium on I-502
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is to introduce and adopt Ordinance 1189-14 to extend the adopted moratorium on Initiative 502 for an additional 60 day period.

SUMMARY STATEMENT:

On November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, providing a framework under which marijuana producers, processors, and retailers can become licensed by the State of Washington.

Initiative 502 directs the Washington State Liquor Control Board (LCB) to develop rules and regulations to:

1. Determine the number of producers, processors and retailers of marijuana by county;
2. Develop licensing and other regulatory measures;
3. Issue licenses to producers, processors, and retailers at locations which comply with the Initiative's distancing requirements prohibiting such uses within one thousand feet of schools and other designated public facilities; and
4. Establish a process for the City to comment prior to the issuance of such licenses.

The LCB recently completed the process for adopting rules and has started to issue marijuana producer, processor and retail licenses to qualified applicants. The City has several applications for business licenses pending.

Initiative-502 delegates authority to cities and towns to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes related to the production, processing, or dispensing of cannabis or cannabis products. The Sultan Municipal Code does not currently have specific provisions addressing licensing, producing, processing or retailing of recreational marijuana, and the regulations. The City is in the process of adopting new code to address licensing regulations and procedures.

The City needs to extend the current moratorium for a period of sixty days in order to complete the adoption of the necessary ordinance to address licensing regulations and procedures.

Attachments: A. Ordinance 1189-14

ORDINANCE NO. 1189-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, ADOPTING A SIXTY DAY MORATORIUM WITHIN THE CITY OF SULTAN ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE OR CONTINUATION OF MARIJUANA PRODUCERS, PROCESSORS AND RETAILERS AS REGULATED OR PROPOSED TO BE REGULATED PURSUANT TO WASHINGTON STATE INITIATIVE 502; ESTABLISHING A WORK PLAN FOR THE CITY COUNCIL TO BRING CITY REGULATIONS INTO COMPLIANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, the City of Sultan has the authority to adopt a moratorium pursuant to RCW 35A.63.220; and

WHEREAS, on November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, providing a framework under which marijuana producers, processors, and retailers can become licensed by the State of Washington; and

WHEREAS, Initiative 502 directs the Washington State Liquor Control Board (LCB) to develop rules and regulations to:

1. Determine the number of producers, processors and retailers of marijuana by county;
2. Develop licensing and other regulatory measures;
3. Issue licenses to producers, processors, and retailers at locations which comply with the Initiative's distancing requirements prohibiting such uses within one thousand feet of schools and other designated public facilities; and
4. Establish a process for the City to comment prior to the issuance of such licenses.

WHEREAS, the LCB recently adopted final rules to begin issuance of marijuana producer, processor and retail licenses to qualified applicants in December, 2013; and

WHEREAS, Initiative 502 prohibits marijuana-related uses within 1,000 feet of certain uses and buildings, such as child care centers, public parks and recreation centers or facilities, but does not address whether LCB-licensed marijuana businesses must comply with land use and zoning restrictions of local jurisdictions; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, Section 69.51A.140 RCW, enacted as part of Washington's medical cannabis act, delegates authority to cities and towns to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes related to the production, processing, or dispensing of cannabis or cannabis products as exercises of the City's police powers and does not necessarily limit such restrictions to medical marijuana-related uses; and

WHEREAS, the Sultan Municipal Code does not currently have specific provisions addressing licensing, producing, processing or retailing of recreational marijuana; and

WHEREAS, marijuana production, processing, and retailing uses must be addressed in the City's zoning code, but the land use and secondary impacts of these uses are still largely unknown and the regulations that the City will need to address were pending the LCB's adoption of its licensing regulations and procedures; and

WHEREAS, unless the City acts immediately to address marijuana-related uses, such uses may be able to locate in the city without regulation and thereby have adverse impacts on the city and its citizens; and

WHEREAS, the City deems it in the public interest to impose a moratorium for a period of sixty days in order to complete the adoption process of municipal code in accordance with regulatory clarity and guidance from the LCB's rules; and

WHEREAS, the City imposed a sixth month moratorium on August 22, 2013 and needs an additional sixty (60) days to complete the code adoption;

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

Section 1. Preliminary Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of the moratorium. The City Council may, in its discretion, adopt additional findings at the conclusion of the public hearing referenced in Section 5 below.

Section 2. – Moratorium Imposed. Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, the City hereby establishes a moratorium for a term of sixty (60) days, during which the following is prohibited within the City of Sultan: the establishment, location, operation, licensing, maintenance, or continuation of any marijuana producer, processor, and/or retailer, whether for profit or not for profit, asserted to be authorized or actually authorized under Washington Initiative No. 502 or any other laws of the state of Washington. Further, no building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above, and no business license shall be granted or accepted while this moratorium is in effect. Any land use permits, business licenses or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force or effect. As used in this ordinance, the following terms have the meanings set forth below:

A. "Marijuana" or "Cannabis" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

B. "Marijuana processor" means a person licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable

marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

C. "Marijuana producer" means a person licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

D. "Marijuana retailer" means a person licensed by the state liquor control board to sell useable marijuana and marijuana-infused products in a retail outlet.

E. "Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include useable marijuana.

F. "Useable marijuana" means dried marijuana flowers. The term "useable marijuana" does not include marijuana-infused products.

G. "Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

Section 3. – No Nonconforming Uses. No use that constitutes or purports to be a marijuana producer, marijuana processor, or marijuana retailer as those terms are defined in this ordinance, that was engaged in that activity prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Sultan Municipal Code and that use shall not be entitled to claim legal nonconforming status.

Section 4. – Effective Period for the Moratorium. The moratorium set forth in this ordinance shall be in effect for a period of sixty (60) days from the date this ordinance is passed and shall automatically expire at the conclusion of that sixty-day period unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the city council.

Section 5. – Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, within sixty (60) days of the passage of this Ordinance the City Council will hold a public hearing on this moratorium in order to take public testimony and to consider adopting further findings.

Section 6. – Referral to Staff. The Community Development Director and/or his/her designee is hereby authorized and directed to develop appropriate land use regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code. The Deputy Finance Director and/or his/her designee is hereby authorized and directed to develop appropriate business licensing and other regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code.

Section 7. – Severability. If any one or more 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 8. – 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 9. – Effective Date. The City Council hereby finds and declares that there is a potential that persons seeking to engage in marijuana uses could claim vesting under Washington Initiative No. 502 and/or that the presence of any marijuana uses in the City of Sultan could have negative secondary effects if not first addressed by adequate and appropriate regulations, and that, therefore, an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS 13th DAY OF FEBRUARY 2014.

APPROVED:

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

APPROVED AS TO FORM:

Danielle Evans, City Attorney

Published:

Effective:

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Discussion D 1

DATE: February 13, 2014

SUBJECT: Council Meeting and Retreat Schedule

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is to discuss dates for council retreats and other special council meetings.

POLICY:

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

SUMMARY:

Council Retreats

It is difficult to adequately discuss all the long range needs of the city during a regular council meeting. The Sultan City Council, like many other city councils, volunteers a weekend of their time away from distractions to meet in retreat to discuss and plan the long range goals and programs of the City.

Staff recommends the council schedule three council retreats to allow in-depth discussion of council goals and policies, and other topics as identified by the mayor and city council. Generally, the council does not take action at its retreats. Key issues are brought back to the council for discussion and action at a regular council meeting. The proposed dates for 2014 are:

- Saturday March 22, 2014 - Study session. Suggested topics include: Economic development, sewer issues, equipment needs.
City Hall Council Chambers from 9 AM to 2:30 PM
- Saturday, June 14, 2014 - 2014 budget priorities
Sultan Council Chambers from 9 AM to 2:30 PM
- Saturday, October 11, 2014 - Mayor's recommended budget for 2015
Sultan Council Chambers from 9 AM to 2:30 PM

Joint Meetings

The council may also want to consider setting special meeting dates with the other community groups:

- Planning Board – Council has requested a joint meeting with the Planning Board to discuss the proposed revisions to the development code and marijuana issues. The proposed date for the first meeting is:
Tuesday March 4th from 6 PM to 7 PM (prior to the regular Planning Board meeting)
or Thursday March 13th from 6 PM to 7 PM (prior to the regular Council meeting)

- Sky Valley Chamber Board – date to be determined.
- Fire District 5 – date to be determined.

The Council may want to consider meetings with other community groups such as the Sultan School Board, Food Bank, VOA and Senior Center. This meetings could be scheduled prior to a regular Council meeting.

The proposed joint meetings and retreat schedule are a full schedule of activities in addition to the regular bi-weekly council meetings. For some staff members this schedule may require one to two night meetings per week per month.

The payoff for this level of effort should be better decision making and public process. The balancing act is to have just enough joint meetings and retreat opportunities to inform the council's policy making responsibilities along with enough public participation opportunities to keep the community interested enough to give up an evening of personal time.

FISCAL IMPACT:

Costs would be limited to food and beverage expense for the retreats (approximately \$250).

- XX - Council meetings
- XX - Holidays
- XX - Proposed Retreats

2014 Calendar

January 2014						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2014						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2014						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2014						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2014						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2014						
Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2014						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2014						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2014						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2014						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: D-2
DATE: February 13, 2014
SUBJECT: Overview of Zoning Code (SMC Title 18) Update
CONTACT PERSON: Robert Martin, Community Development Director

ISSUE:

Provide Council with a summary of noteworthy topics in the Planning Board Draft of the new Zoning Code.

DISCUSSION:

General Concepts:

A zoning code is the main implementing program of the Comprehensive Plan which is the controlling land use document for all city and county jurisdictions in Washington. The zoning code must implement the land use policy directives of the Comprehensive Plan.

The Board has worked on the new Title 18, Zoning Code, since the joint work session meeting with the City Council in January, 2012. At that time the Council affirmed that the community needed a full revision of the remainder of Title 16, the Unified Development Code. The remainder of Title 16 was largely related to zoning after the Land Division components of the Unified Development Code were repealed and a new Land Division Code, Title 19 was constructed and adopted in April, 2012.

The new Draft Title 18 is developed from current land use planning standards for land use regulation in the State of Washington, and more generally as provided by the U.S. Constitution.

Text:

This code addresses the full range of land use regulations and development standards expected of a municipal zoning code in Washington. The Table of Contents is provided as **Attachment A** to indicate the topics addressed in the draft code.

The code is a "Table Driven" document. This means that it relies largely on tables to provide concise information on one topic in one location rather than using written language at repeated multiple locations. (See **Attachment B** for an example of a Table). This approach greatly reduces the amount of written language needed to explain the provisions and standards of the code.

Noteworthy Topics and Changes:

Following are outline descriptions of selected items in the draft code that staff would like to call to the Council's attention as we move toward the public hearing and adoption process.

- **New Zones:**
There are two new land use zones in this code. These are the Mixed Use Center (MUC) zone, and the Airport Approach (AA) Overlay zone. These are called for in the 2011 Comprehensive Plan.
 - The MUC zone is called for at each entry point of US-2 into the City Limits. It encourages a combination of residential, service commercial, and retail in close proximity. The intent is to reduce the need for vehicle trips to access places of employment or small shopping.
 - The AA zone is placed to protect the approaches to the Sky Harbor local airport east of Sultan Basin Road.

- **Residential Dwellings and Accessory Uses:**
This chapter includes provisions for Accessory Dwelling Units (ADU). ADU's are secondary small residential structures that may be permitted on lots that already have a single-family residence.
The ADU provisions which were removed from the current Title 16 by specific Council Action in 2012 was not well worded, and allowed for inappropriate applications and was very hard to enforce.
The new provisions in Section 18.92.040 address the weaknesses of the old language. Staff and the Board feel that the option of providing an ADU under proper standards is a meaningful benefit to the community.

- **Public Notice Standards**
The draft code contains a greatly upgraded and organized chapter containing all of the public notice procedures that apply to each type of land use procedure. Applicants and those potentially affected by an application can see in one location all of the notice procedures instead of going to each type of land use process to find the procedure for that type of application.

- **Recreation Impact Fees and Land Development Requirements:**
The existing code requires that developers of residential developments pay a Recreation Impact Fee, develop parks within the development, and set aside 15% of the total area of the development as undeveloped open space in addition to the land that is undevelopable due to critical area buffers.
The draft code proposes that the requirement for internal parks and for the 15% gross area set-aside be eliminated in favor of an increased Recreation Impact Fee.

- **Specific Development Standards for Specific Uses:**
Instead of running a wide variety of uses through the Hearing Examiner public hearing process, the code provides specific development standards for many uses that were previously listed as Conditional Uses, without specific standards. This left the public and the Hearing Examiner to sort out what the development standards should be for that particular application.
This code places most of these uses in the staff approval permit process with specific standards so that the public and neighbors are protected, and the applicant has assurance that the permit process can be successfully navigated if the standards are met.

- **Home Occupations:**
Home Occupations are generally small scale businesses operated out of the home. There is no limit on how much revenue the business can generate. The reason for

including home occupations in the Zoning Code is that residential neighborhoods can become very upset if the business generates traffic or safety concerns. The existing code has standards that home occupations need to meet to stay in character with the neighborhood, but there is no process for the land use system to communicate or enforce those standards.

The draft code includes essentially the same standards, but requires that persons starting a home occupation need to file a Level I land use application before getting their business license. This is similar to the majority of other city jurisdictions.

- **Elderly Care:**
The draft code provides for temporary placement of a mobile home for care of an elderly or infirm person on a developed residential lot for the period of time needed for care of that person.
- **Variance Procedures:**
The existing code contains essentially no meaningful provisions or guidance for how variances are to be processed or approved. The draft code has a current legal standard set of provisions for variances from the specific provisions of the code.

Adoption Process:

Adoption of this code will proceed as provided for in the current Chapter 16.134.050, Procedure Level IV. This requires significant public notice, a public hearing at the Planning Board, a recommendation to the City Council, and, potentially, a second public hearing at the City Council. Given the scope of this document, it is likely that the Council will conduct its own public hearing. Adoption is by ordinance after the Board and the Council have each had their chance to review and modify as desired.

Next Steps:

All chapters of this document have been reviewed, modified as appropriate, and affirmed for inclusion into the Planning Board Draft. The Board is now engaged in a review of the full document prior to scheduling a public hearing.

The Board desires a joint meeting with the Council prior to Board action on the hearing and recommendation steps of the adoption process.

ATTACHMENTS:

Attachment A: Title 18 Table of Contents

Attachment B: Chapter 18.70, Table of Permitted Uses

ATTACHMENT A
TITLE 18
ZONING CODE
TABLE OF CONTENTS

DIVISION I: GENERAL PROVISIONS AND DEFINITIONS

Chapter:	<u>18.02</u>	General Provisions
	<u>18.04</u>	Construction and Definitions

DIVISION II: ADMINISTRATIVE PROVISIONS

Chapter:	<u>18.10</u>	Administration – General
	<u>18.12</u>	Development Authorization
	<u>18.14</u>	<u>TABLE OF REVIEW LEVELS</u>
	<u>18.16</u>	<u>TABLE OF LAND USE PROCESSES</u>
	<u>18.18</u>	Level I Zoning Review
	<u>18.20</u>	Level II Zoning Review
	<u>18.22</u>	Level III Zoning Review
	<u>18.24</u>	Level IV Amendment Review
	<u>18.26</u>	Level V Amendment Review
	<u>18.28</u>	Level VI Amendment Review Comprehensive Plan
	<u>18.30</u>	Level VII Amendment Review Controlled by Statute
	<u>18.32</u>	Pre-Application Conference
	<u>18.34</u>	Development Review Team
	<u>18.36</u>	Determination of Completeness
	<u>18.38</u>	Environmental Compliance
	<u>18.40</u>	Public Notice Standards and Procedures
	<u>18.42</u>	Closed Record Decisions and Appeals
	<u>18.44</u>	Issuance and Expiration of Permits
	<u>18.46</u>	Violations and Enforcement

DIVISION II: ZONING DISTRICTS

Chapter:	<u>18.50</u>	Zoning Districts Established
	<u>18.52</u>	Low Density Residential (LDR)
	<u>18.54</u>	Moderate Density Residential (MDR)
	<u>18.56</u>	High Density Residential (HDR)
	<u>18.58</u>	Urban Center (UC)
	<u>18.60</u>	Highway Commercial (HD)
	<u>18.62</u>	Mixed Use Center (MUC)
	<u>18.64</u>	Industrial and Manufacturing (IM)
	<u>18.66</u>	Public and Institutional Overlay (PI)
	<u>18.68</u>	Airport Approach Overlay (AA)
	<u>18.70</u>	<u>TABLE OF PERMITTED USES</u>

DIVISION III: SUPPLEMENTARY USE PROVISIONS

Chapter: 18.80 Site Design, Density, and Dimensional Standards

18.82 TABLE OF HEIGHT, SETBACK, AREA DIMENSIONAL STANDARDS

18.84 Landscape Standards

18.86 Reserved

18.88 Fence Standards

18.90 Clearview Triangle

18.92 Residential Dwelling and Accessory Use

18.94 Home Occupations

18.96 TABLE OF HOME OCCUPATIONS

18.98 Off-street Parking and Loading Standards

18.100 TABLE OF OFF-STREET PARKING

18.110 Reserved

18.112 Vegetation Protection Tree Management

18.114 Recreation Impact Fees

18.116 Environmental Performance Standards

18.118 Animals

18.120 Bed and Breakfast Establishments

18.122 Flammable & Combustible Liquids, Explosives, & Blasting Agents

18.124 Automotive Service Stations

18.126 Automotive Impound and Vehicle Wrecking Yard

18.128 Day Care Center, Private School

18.130 Churches 8-6-13

18.132 Convenience Stores

18.134 Electric Vehicle Infrastructure

18.136 Wineries, Breweries, Distilleries

18.138 Wireless Communication Facilities

18.140 Essential Public Facilities

DIVISION IV: CONCURRENCY MANAGEMENT

Chapter 18.150 Concurrency Management System

18.152 Development Impact Fees

18.154 School District Impact Fees

DIVISION IV: MANUFACTURED HOUSING

Chapter 18.160 Mobile / Manufactured Housing – General

18.162 TABLE OF REVIEW LEVELS FOR MANUFACTURED HOUSING

18.164 Manufactured Home Parks

18.166 Manufactured Home Subdivisions

18.168 Temporary Placement for Elderly Care

DIVISION V: DISCRETIONARY PERMITS

Chapter 18.180 Conditional Use Permit Procedures
Chapter 18.182 Variance Procedures

DIVISION VI: NONCONFORMING SITUATIONS

Chapter 18.190 Nonconforming Situations
Chapter 18.192 Special Use Permits

DIVISION VII AMENDMENTS

Chapter 18.200 Site-specific Map Amendments
Chapter 18.202 Large-scale Map Amendments
Chapter 18.204 Zoning Code Text Amendments
Chapter 18.206 Pre-zone
Chapter 18.208 Annexation
Chapter 18.210 Comprehensive Plan Docket

APPENDIX A: OFFICIAL ZONING MAP

ATTACHMENT B

18.162.020 Table of review levels for mobile/manufactured homes.

Table of Review Levels for Mobile/Manufactured Homes

	In Approved or Existing MH Parks	In Approved or Existing MH Subdivision	Highway Commercial (HC) and Industrial (IM) Caretaker (See Note 7)	On Individual Lots In Residential Zones		
				HDR	MDR	LDR
Class A, Multi-wide	1	1	1	1	1	1
Class B, Multi-wide	1	X	1	X	X	X
Class B, Single-wide	1	X	1	X	X	X
Class C, Single or Multi-wide which meets "acceptable similarity" appearance standards	1	X	X	X	X	X
Class D						
Manufactured Home Parks	N/A	N/A	X	3	3	3
Manufactured Home Subdivision	N/A	N/A	X	X	4	4
Recreational Vehicle, for residential use (5) (6)	X	X	X	X	X	X

Key:

- 1. = Permitted Use, Level I Review
- 2. = Permitted Use, Level II Review
- 3. = Permitted Use, Level III Review
- 4. = Permitted Use, Subject to Subdivision Process, SMC 19.06, 19.08, 19.10
- X = Not Permitted

Note (5): Recreational vehicles meeting minimal residential dwelling standards (Section 20.118.020) may be occupied in a Recreational Vehicle Park for an indefinite period of time.

Note (6): Recreational vehicles may be occupied temporarily as provided in Section 18.160.090.

Note (7): Manufactured homes permitted only as caretaker residence for commercial or industrial uses as permitted by Section 18.160.100.

**CITY OF SULTAN
AGENDA ITEM COVER SHEET**

ITEM NO: D-3
DATE: February 13, 2014
SUBJECT: Impact Fee Adjustments
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is to discuss proposed changes in Impact Fee collections.

SUMMARY STATEMENT:

Local jurisdictions have taken different approaches regarding when to collect impact fees. Most jurisdictions in Washington do not issue building permits, or in other cases, subdivision or development permits, until impact fees have been paid. A developer then has a major incentive to pay up, since the developer may not proceed with the project until fees are paid. Once permits are issued, some fear that it may become more difficult to collect the fee, also, collection at earlier stages provides more lead time for planning and construction of facilities before the new demand is realized. However, impact fees collected at these earlier stages represent a significant upfront expense which a developer must pay before the project is generating any revenues. As a result, developers have pushed for state legislation to require jurisdictions with impact fee programs to allow deferred payment. Initial attempts to pass such legislation failed.

More recently, in large part to assist a building construction industry in recessionary times, a number of jurisdictions have adopted new ordinances allowing deferment of impact fee payment. Both Pierce County and Olympia have fashioned new deferred payment programs despite concerns with earlier programs. In April 2013, the legislature approved [ESHB 1652](#), which would have required local jurisdictions to adopt a fee collection deferral system. However, the legislation was vetoed by the Governor.

Deferred Impact Fee Payment Code or Ordinance Examples

- Kitsap County Code [Ch. 4.110](#) - Impact Fees - See especially Sec. 4.110.020(E) and (F) - Impact fees must be paid before issuance of certificate of occupancy
- Olympia Municipal Code [Sec. 15.04.040\(H\)](#) - To defer impact fee payment, a developer is required to execute an impact fee deferral agreement, which is recorded and creates a lien on the property. Note, however, that some lenders have required that the impact fee deferral agreement lien be subordinated to their financing before approving loans. Ordinance includes sunset clause.
- Pierce County Code [Sec. 4A.10.080\(D - H\)](#) and Pierce County [Ordinance No. 2010-65s](#) - This ordinance allows owners of residential properties being constructed or improved for resale to request a voluntary lien to defer paying

traffic and park impact fees until a property is sold, but no later than 2 years from the date of building permit issuance, whichever comes first. Also, the webpage for the ordinance includes links to [documents](#) related to adoption process

- Redmond [Ordinance No. 2501](#), 11/2009, and [Ordinance No. 2469](#), 06/2009 - Impact fees must be paid at time of drywall construction for individually permitted single family and detached residential construction. Ordinance includes sunset clause.
- Renton Development Regulations [§4-1-190\(G\)\(6\) – \(12\)](#) – Fees for some types of development can be delayed until after sale of unit or 18 months from date of building permit issuance, subject to a lien
- Woodland Municipal Code [Ch. 3.41](#) - Development Impact Fees—Fire and Park, Recreation, Open Space or Trail Facilities - Woodland allows payment deferral for parks and fire facilities, but not for schools, or for its newly adopted transportation impact fees

STAFF RECOMMENDATION:

Provide staff with direction to draft desired changes in the Sultan Municipal Code.

FISCAL IMPACTS:

The fiscal impact will be a delay in collections for the designated amount of time, but no reduction in the amount of collections.

**CITY OF SULTAN
AGENDA ITEM COVER SHEET**

ITEM NO: D-4
DATE: February 13, 2014
SUBJECT: Traffic Mitigation Impact Fees
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before Council is to review Traffic Mitigation Impact Fees based on the 2011 Comprehensive Plan

SUMMARY STATEMENT:

The following is an excerpt from the 2011 Comprehensive Plan, Chapter 8: Transportation, page 8-207

“As part of revising the City’s Transportation Element in 2008, a review was conducted on the current traffic impact fee rate to determine if revisions were necessary based on information provided in the revised Comprehensive Plan Transportation Element.

The review included the revised recommended transportation project list and updated project costs shown in the table 8-9 (should be 8-10). The review also included the amount of additional traffic forecasted between 2010 and 2025 based on new development proposed in the City’s 2025 Future Land Use Plan – an additional 2,151 new vehicle trips.

Based on the revised transportation element information, an updated Sultan traffic impact fee rate of between \$4,350 and \$9,878 was recommended. This range is expected to generate between \$20,017,800 and \$37,506,800 in traffic impact fees to help pay a portion of the growth-related transportation project costs associated with the additional land use development in the City’s adopted 2030 Future Land Used Plan.”

The City of Sultan 2014 Fee Schedule lists the amount assessed for Traffic Impact Fees a \$5,272.00 per peak hour trip. This amount is within the range set out in the 2011 Comprehensive Plan, Transportation Element.

STAFF RECOMMENDATION

Provide staff with direction to draft desired changes to the Sultan 2014 Fee Schedule.

FISCAL IMPACTS:

Fiscal impact will be limited to any differences between the current fees collected and any proposed fee changes. The monies collected are reserved for future new construction projects and are not considered current or future operating costs.