CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
February 27, 2014

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS
1) John Lovick, County Executive – State of the County Address
2) Business Spotlight – Sultan Pharmacy
3) Volunteer Spotlight – Senior Center

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) Police Report
2) Public Works Report
3) Animal Control
4) Grants – Annual Report (Verbal)

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council.
1) Approval of the Council Meeting Minutes
2) Approval of Vouchers
3) Resolution 14-02 - Participation in State Investment Pool

ACTION ITEMS:
1) 6th Street Waterline – Final Project Acceptance
2) Pedestrian Bridge Grant Application to WSDOT
3) Resolution 14-03 – 2014 Fee Schedule Amendment (Impact Fees)
4) RH2 Contract Addendum

DISCUSSION: **Time Permitting**

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session: None

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 #: P-1

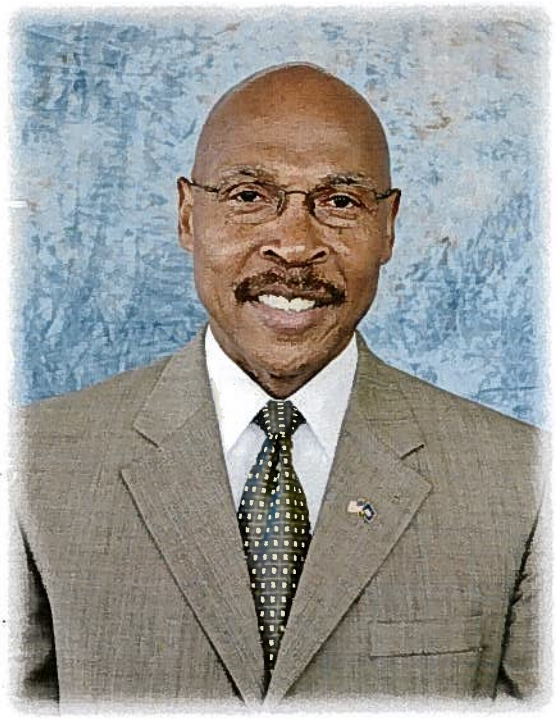
DATE: February 27, 2014

SUBJECT: State of the County by County Executive John Lovick

CONTACT PERSON: Donna Murphy, Grants, Economic Development and Volunteer Coordinator

SUMMARY:

John Lovick, Snohomish County Executive was sworn in office on June 3, 2013, by a unanimous vote of the Snohomish County Council. He will attend the February 27, 2014 Sultan City Council meeting to present the "State of The County Address" to Mayor Eslick, City Councilmembers and members of the public.



CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item : Presentation – P-2

Date: February 27, 2014

SUBJECT: Business Spotlight – Sultan Pharmacy

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

Donna Murphy

ISSUE:
The issue before the Council is to recognize Sultan Pharmacy as the City of Sultan's Business Spotlight for February 2014.

SUMMARY STATEMENT:

Sultan Pharmacy is located at 505 West Stevens Avenue, Sultan, WA and Greg Hovander is the owner and sole proprietor.

Greg moved his business from Monroe, called Monroe Valley View Clinical Pharmacists to Sultan in 1995 when the Medical Clinic opened and occupied space at the clinic. When the Medical Clinic expanded its business in 1998, the building across the parking lot at 505 West Stevens Avenue became available and Greg moved Sultan Pharmacy to its current location.

Besides being a licensed pharmacist, Greg is educated in naturopathy and compounding (the custom mixing of medication for various routes of administration of unique health objectives). He also prepared and taught Pharmacognosy for naturopathic physicians at Bastyr University in Seattle and provides experiential training for Doctor of Pharmacy Students from the University of Washington School of Pharmacy.

As a Natural Counselor, Greg educates his customers on the most helpful, effective and safe use of supplements in conjunction with prescription and non-prescription medicine. He helps his customers obtain the most effective products at the most affordable price. Sultan Pharmacy carries a full line of the highest quality natural supplements that Greg carefully researches before purchasing them for placement on his shelves.

Sultan Pharmacy accepts all insurances and has 4 employees. It is open Monday – Thursday 9:00 AM to 7:00 PM, on Fridays, 9:00 AM to 6:00 PM and closed daily for lunch from 12:30 PM to 2:00 PM in order to contact doctors and have medicines ready in the afternoon (besides eating).

Greg lives with his wife Barbara just outside Sultan along the Sultan River on the Reiner Road. His passion is the study and love of wild foods, especially wild mushrooms. He is an honorary member of the Snohomish County Mycological Society.

Greg is active in local churches, a member of the Fern Bluff Grange, past president and board member of the East County Senior Center. He believes in shopping locally and supports many of the local businesses in Sultan.

Sultan Pharmacy & Natural Care

Along Highway 2
505 West Stevens Avenue, Sultan, WA 98294

(360) 793-8813

The mission of Sultan Pharmacy & Natural Care is to help people take better care of their health and animals through the best of both natural and traditional medicine. Sultan Pharmacy & Natural Care seeks to educate people about preventing health problems as well as treating conditions on a personalized basis.

Sultan Pharmacy & Natural Care is a full-service pharmacy that accepts most insurances, including DSHS and Labor & Industries, even if an insurance company does not specifically mention Sultan Pharmacy & Natural Care on its list of participating pharmacies. Credit and debit cards for VISA and MasterCard are accepted. Services include:

- Consultations
  (Best Medicines, Methods, & Cost)
- Prescription Drugs
- Natural Products (Best Ones)
- Diabetic Needs
- Cholesterol Control
- Blood Pressure Monitoring
- "Med Box" Filling
- Special Orders
- Price Quotes
- Nature Walks with Wild Meals
- Mushroom Identification
- Healthy Foods (Bulk)
- Fitness Supplements
- Vitamins & Minerals
- Over-The-Counter Medications
- Self-help Books
- Braces, Crutches, Walkers, etc.
- Mailing Service
- Compounding

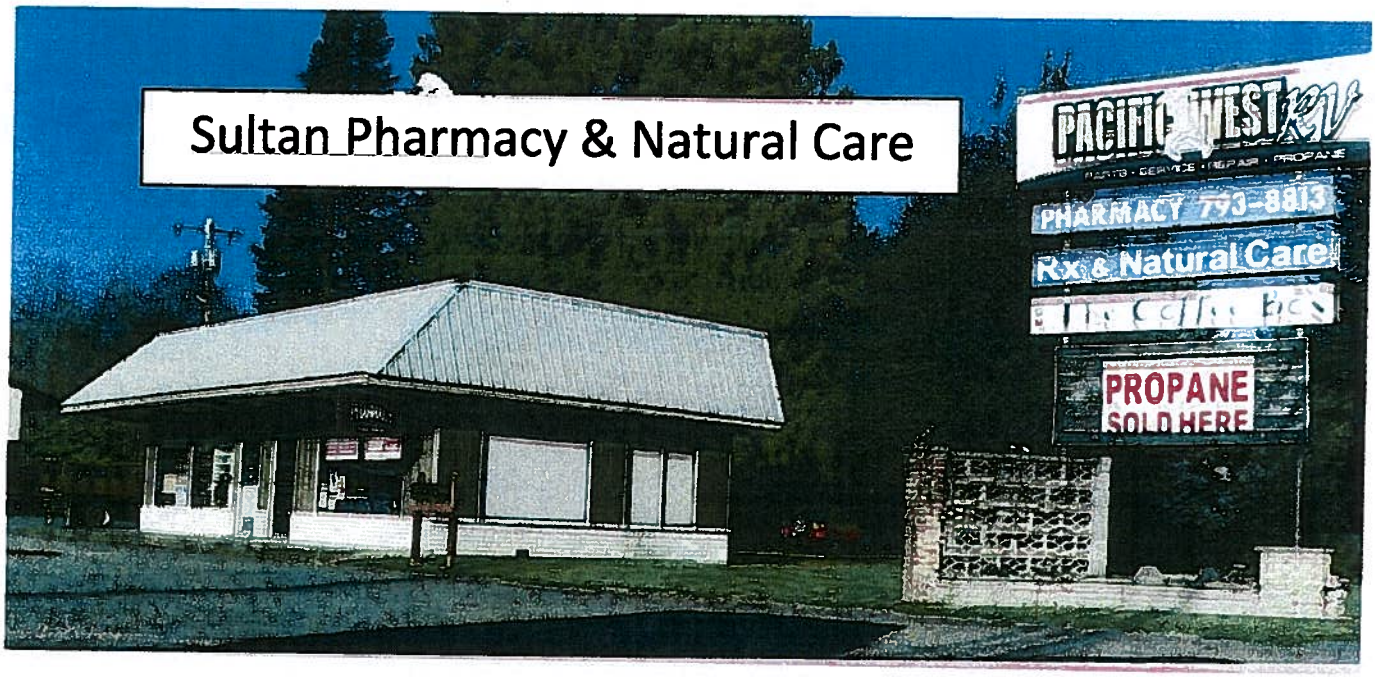
www.sultanpharmacy.com

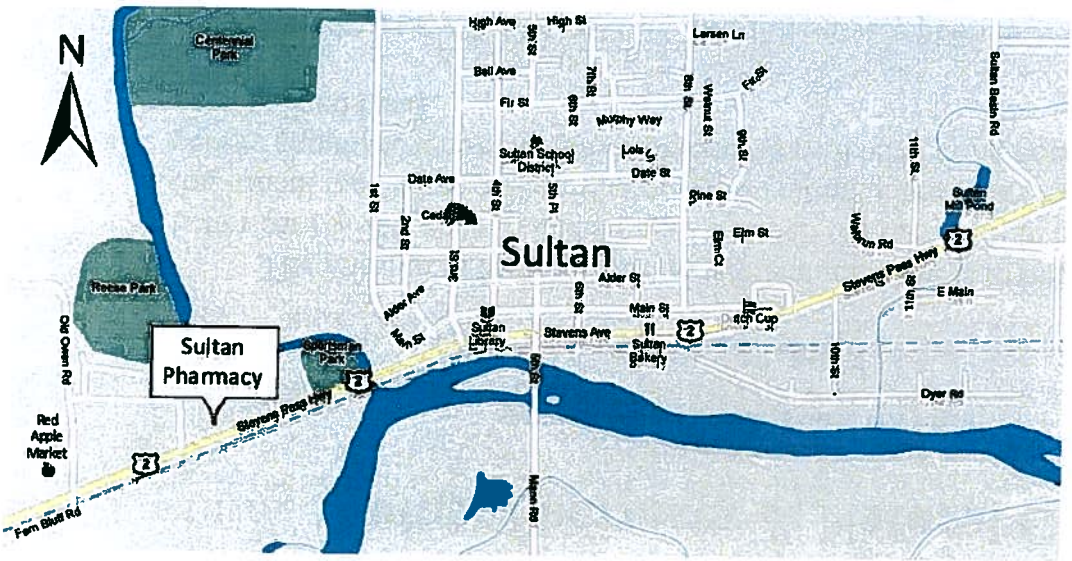
See WEBSITE to order prescriptions & natural medicines, to keep up on specials, classes, & services

www.sultanpharmacy.com

Wellness Classes

Allergies	Gallbladder	Liver Disease	Sleep Disorders
Arthritis	Gout	Memory	Smoking Cessation
ADHD	Headaches	Menopause	Stomach/GERD
Cancer	Heart Disease	Nutrition	Stress/Anxiety
Cholesterol	Herbs/Supplmts.	Osteoporosis	Weight Control
Diabetes	Infections	Prostate (BPH)	Wild Foods
Diarrhea/Const.	Kidney Stones	Skin	Women's Health





Sultan Pharmacy & Natural Care

Hours of Operation:

Monday-Thursday 9 AM – 7 PM
Friday 9 AM – 6 PM

Closed:

- Lunchtime 12:30 – 2:00 PM (WILL OPEN If Needed When Pharmacist Present)
- Saturdays,
- Sundays,
- Major Holidays

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: P-3

DATE: February 27, 2014

Donna Murphy

SUBJECT: **Volunteer Spotlight – Sky Valley Senior Center Volunteers**

CONTACT PERSON: Donna Murphy, Volunteer Coordinator

ISSUE:
To recognize the many community volunteers who created and now diligently run the Sky Valley Senior Citizens Center.

SUMMARY:
The Sultan Senior Citizen Center is located at 617 1st Street in the Big A Frame on the Volunteers of America's property.

In 2009 a small group of people began meeting in each other's homes and began plans to open a Senior Citizen Center in Sultan. Bonita Aadland was one of the founding members along with Carolyn Eslick, Doreen Hrabovsky and Dave Wood.

The Sultan Sky Valley Senior Center began meeting at the Volunteers of America's Resource Center 2 days per week. They grew quickly and were invited to expand into the Big A Frame on the same Volunteers of America's campus. Marlene Wilson, now Carlson worked closely with Bonita to keep the center up and running. After 1 ½ years of operation they were able to expand the program to 4 days per week.

The Sky Valley Senior Citizen Center has a lot to offer to the seniors in Sultan and the Sky Valley. They serve lunch with a full salad bar, play bingo, cards and board games. They offer card making classes and seasonal activities, and they have a Pancake Breakfast the first Saturday of every month. "People really like to come in to socialize for a while", commented Bonita Aadland. The Fire Department visits the center twice each month to check blood sugar, blood pressure, etc.

There are approximately 100 members with between 25 – 60 people coming daily.

If you know anyone who could donate a 4'X6' stainless steel table, they desperately need one in their kitchen.

City of Sultan
In Partnership With
Snohomish County
Sheriff's Office

Sheriff Ty Trenary

Mayor Carolyn Eslick

Notable Events of January 2014

Note:

Type codes and their respective descriptions have been redifined for 2014. Accidents have been renamed the more appropriate term of "collisions". These are directly comparable and will appear in the charts as collisions. The code for Vehicle Prowl has been eliminated and you will see zero values in the year 2014. You will also see an increase in theft codes because the vast majority of previously coded vehicle prowls end up as thefts.

There are many other changes to the type codes: some old codes have been redistributed to two or more new codes and other old codes have been combined into a single new code. To eliminate confusion the large table has been removed from this report.

The activity numbers for Janurary are consistent with a typical month of calls this time of year. There were fewer burglaries but there was an increase in the number of property thefts and vehicle thefts.

One notable event was a vehicle pursuit of a suspect from a burglary in progress that took place in the early morning hours of January 7th. Deputy Dave Crandall arrived on the scene of an alarm at 33014 Cascade View Drive in Sultan. Within moments, a male suspect climbed from under the fenced area at the address, jumped into his vehicle and sped away. Deputy Crandall, having witnessed a felony burglary in progress initiated a pursuit of the suspect vehicle. The pursuit went W/B on US 2 to Monroe where units from Monroe PD were standing by to "spike" the suspect's tires and end the pursuit. The spikes worked and the suspect's vehicle was disabled. The suspect did stop a short distance past Old Owen Road and US 2 where he fled on foot. He was apprehended several hours later after a K-9 track. He had been hiding in a duck pond and was hypothermic and needed to go the hospital for treatment prior to booking in Snohomish County Jail.

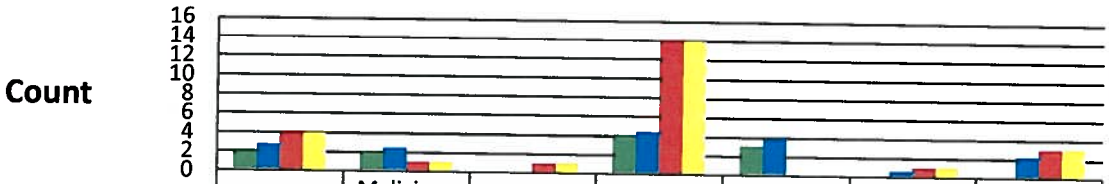
Also this month, I've given some time in preparation of Sky Valley Citizen's Academy which will take place at the Sultan Middle School beginning on February 6th. All the students have turned in applications for the class and passed a background check.

Attached to this report you will find the Sultan School Resource Officer report.

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

Property Crime - Sultan

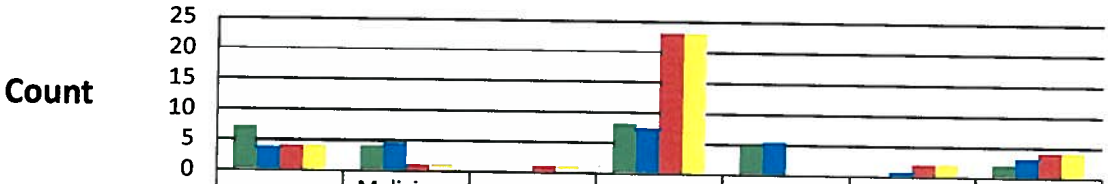
Reports and Arrests Made



	Burglary	Malicious Mischief	Robbery	Theft	Vehicle Prowl	Vehicle Recovery	Vehicle Theft
Jan, 2013	2	2	0	4	3	0	0
2013 Avg Month	2.7	2.4	0.1	4.3	3.8	0.6	2.2
Jan, 2014	4	1	1	14	0	1	3
2014 Avg Month	4.0	1.0	1.0	14.0	0.0	1.0	3.0

Property Crime - Sultan

All Dispositions

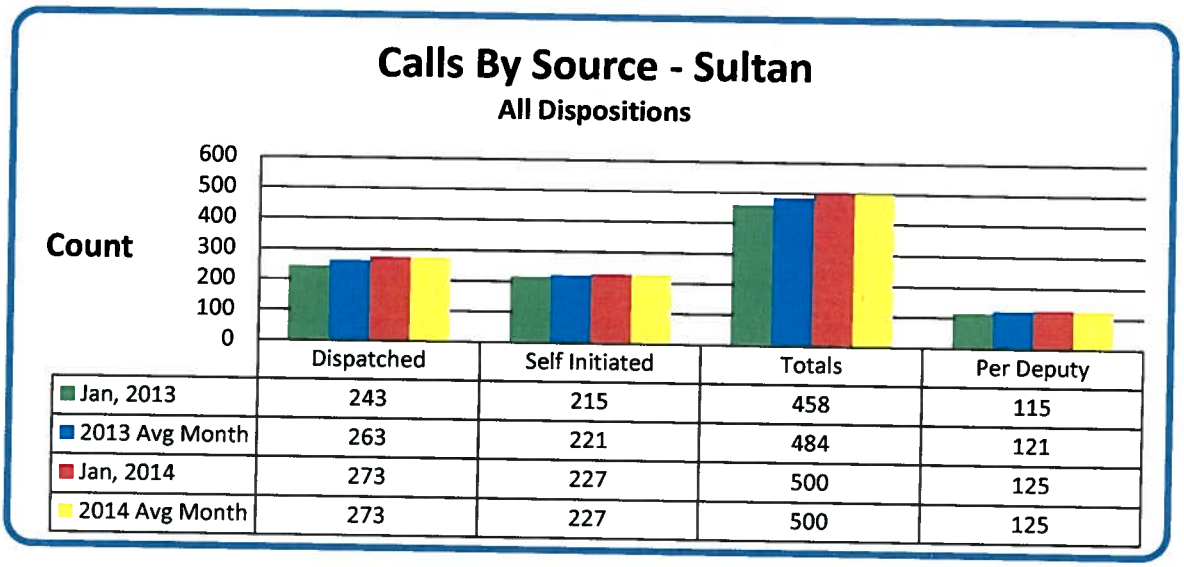


	Burglary	Malicious Mischief	Robbery	Theft	Vehicle Prowl	Vehicle Recovery	Vehicle Theft
Jan, 2013	7	4	0	8	5	0	2
2013 Avg Month	3.8	4.6	0.1	7.3	5.3	0.8	3.1
Jan, 2014	4	1	1	23	0	2	4
2014 Avg Month	4.0	1.0	1.0	23.0	0.0	2.0	4.0

Traffic Calls - Sultan

All Dispositions

	Collision	DUI	Traffic Hazard	Traffic Problem	Traffic Stop
Jan, 2013	9	11	7	7	21
2013 Avg Month	7.8	9.4	7.8	13.7	27.3
Jan, 2014	6	11	6	17	17
2014 Avg Month	6.0	11.0	6.0	17.0	17.0



	Dispatched	Self Initiated	Totals	Per Deputy
Jan, 2013	243	215	458	115
2013 Avg Month	263	221	484	121
Jan, 2014	273	227	500	125
2014 Avg Month	273	227	500	125

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

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

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	SR – 2
DATE:	February 27, 2014
SUBJECT:	Public Works Monthly Report
CONTACT PERSON:	Mick Matheson, P.E., Public Works Director

ISSUE:
Provide monthly reports to Council regarding:

- City of Sultan Water Plant Production and Operation
- Everett Meter Readings
- 2014 Water Meter Replacement Program
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report
- Field Supervisor Report

SUMMARY:
There are eleven total attachments. Six attachments are designed to provide information regarding the City of Sultan's water production, a water supply comparison, water meter replacement program and information on the Everett meter readings.

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

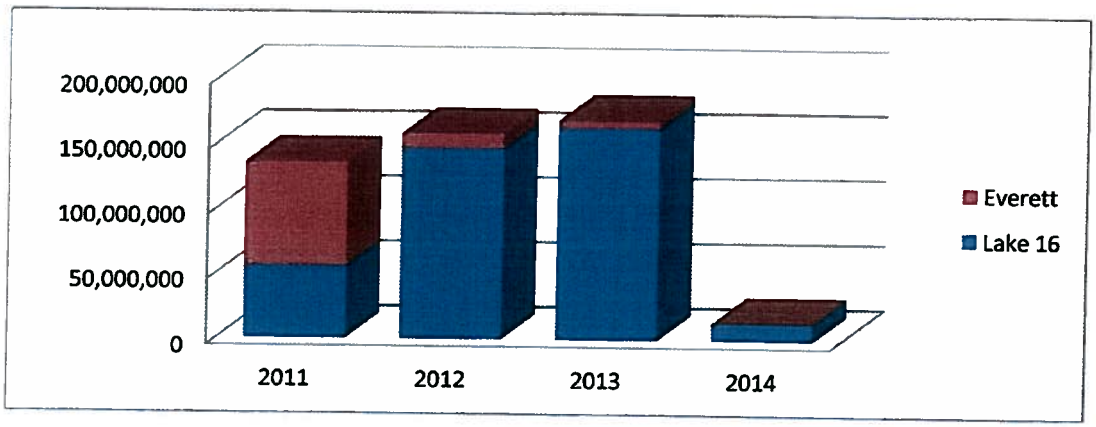
ATTACHMENTS:

Attachment A-1	Lake 16 vs. City of Everett Water Supply Comparison
Attachment A-2	Lake 16 Production for 2014
Attachment A-3	City of Sultan Water Plant Production Past 6 Years
Attachment A-4	Yearly Totals to Distribution System
Attachment A-5	2014 Water Meter Replacement Schedule
Attachment A-6	Everett Meter Readings for 2014
Attachment A-7	City of Sultan Wastewater Treatment Plant Operational Report
Attachment A-8	Garbage Report
Attachment A-9	Recycling Report
Attachment A-10	Cemetery Report
Attachment A-11	Field Supervisor Report

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2011	2012	2013	2014
Lake 16	55,707,050	146,762,070	163,185,000	13,552,000
Everett	80,360,632	11,943,316	6,154,544	130,900
Total Gallons	136,067,682	158,705,386	169,339,544	13,682,900
% Everett	59%	8%	4%	1%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS
Jan-14	319.1	13,552,000	720,000	1,271,500	663,750	10,896,750	166	1.4	1,643	1,390	91.0
Feb-14						0					
Mar-14						0					
Apr-14						0					
May-14						0					
Jun-14						0					
Jul-14						0					
Aug-14						0					
Sep-14						0					
Oct-14						0					
Nov-14						0					
Dec-14						0					
TOTALS	319.1	13,552,000	720,000	1,271,500	663,750	10,896,750	166	1.4	1,643	1,390	91.0
AVERAGE	319.1	13,552,000	720,000	1,271,500	663,750		166	1.4	1,643	1,390	91.0

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

Attachment A-2

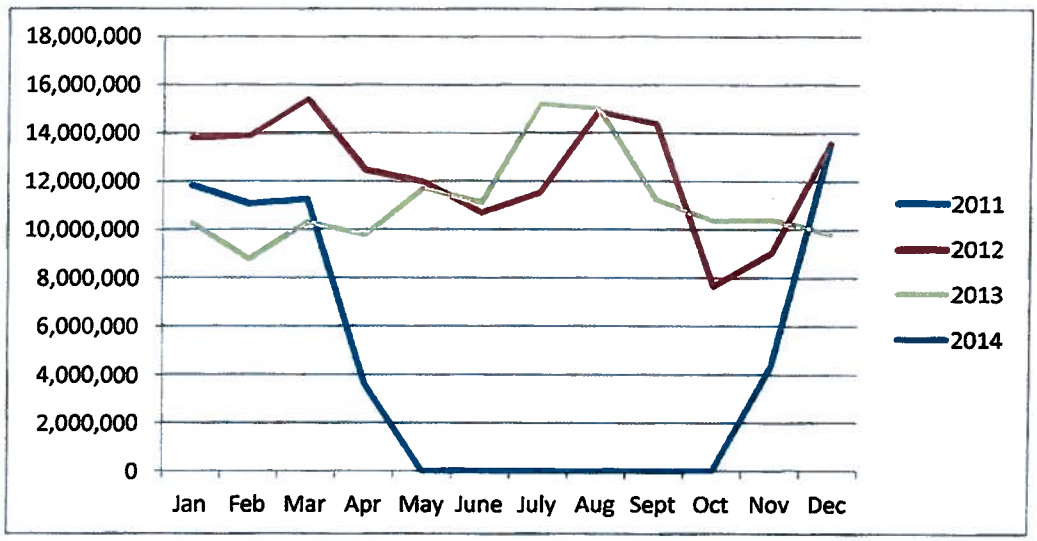
CITY OF SULTAN
Water Plant Production Past 6 years

	2009	2010	2011	2012	2013	2014
JAN	13,042,000	11,986,600	11,816,800	13,837,500	12,695,000	13,552,000
FEB	11,726,500	10,940,800	11,059,100	13,917,500	10,821,000	
MARCH	11,707,750	12,070,300	11,246,150	15,413,700	12,453,000	
APRIL	10,509,450	11,473,900	3,636,500	12,509,700	12,330,000	
MAY	12,026,850	12,080,100	0	11,994,500	14,516,000	
JUNE	14,787,200	10,055,300	0	10,721,850	13,654,000	
JUL	19,943,900	16,291,400	0	11,536,100	18,270,000	
AUG	16,797,000	16,332,850	0	14,897,550	16,369,000	
SEPT	13,457,500	11,716,200	0	14,403,400	13,820,000	
OCT	10,360,700	11,049,000	0	7,669,000	12,901,000	
NOV	10,534,300	11,755,700	4,359,500	9,048,000	13,074,000	
DEC	12,921,100	11,397,000	13,589,000	10,813,600	12,282,000	
AVG	13,151,188	12,262,429	4,642,254	12,230,200	13,598,750	
TOTAL	**157,814,250**	**147,149,150**	**55,707,050**	**146,762,400**	**163,185,000**	**13,552,000**

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2011	2012	2013	2014
Jan	11,816,800	13,837,500	10,271,500	10,896,750
Feb	11,059,100	13,917,500	8,778,600	
Mar	11,246,150	15,413,700	10,295,800	
Apr	3,636,500	12,509,700	9,775,750	
May	0	11,994,500	11,709,190	
June	0	10,721,850	11,106,400	
July	0	11,536,100	15,208,100	
Aug	0	14,897,550	15,005,000	
Sept	0	14,403,400	11,235,750	
Oct	0	7,669,000	10,349,400	
Nov	4,359,500	9,048,000	10,396,050	
Dec	13,589,000	13,589,000	9,823,500	
TOTAL	**55,707,050**	**149,537,800**	**133,955,040**	**10,896,750**
AVG	**4,642,254**	**12,461,483**	**11,162,920**	**10,896,750**

ALL NUMBERS ARE IN GALLONS



2014 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Jan-14	50	25	225
Feb-14		25	
Mar-14		25	
Apr-14		25	
May-14		25	
Jun-14		25	
Jul-14		25	
Aug-14		25	
Sep-14		25	
Oct-14		25	
Nov-14		25	
Dec-14		25	
TOTAL		275	225

Everett Meter Readings for 2014

DATE	PREVIOUS READING	CURRENT READING	TOTAL CUBIC FEET	TOTAL GALLONS	AVERAGE PER DAY
1/3/2014	161,275	162,945	167,000	1,249,160	40,295
1/4/2014	162,945	163,120	17,500	130,900	4,223
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
TOTALS			**184,500**	**1,380,060**	**44,518**

CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2013 - 2014

	Influent Flow (Max High allowed 0.72 MGD)				Total Rainfall	Effluent PH (Range allowed 6.0 - 9.0)		Biological Oxygen Demand (Range allowed 85% to 100%)	Avg Suspended Solids (Range allowed 85% to 100%)	Sludge Wasted	Hauled
MONTH	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)	Inches	PH Low	PH High	Avg % Reduction	Avg % Reduction	Gallons	Wet Tons
Jan-13	12,675	0.409	1.093	0.237	10.3	6.1	6.6	95.0	92.4	83,787	34.82
Feb-13	8,804	0.314	0.395	0.260	5.25	6.3	6.7	96.0	93.1	72,960	35.17
Mar-13	10,701	0.345	0.485	0.27	7.09	6.2	6.5	96.6	95.5	64,315	23.23
Apr-13	11,602	0.387	0.628	0.217	11.28	6.3	6.4	97.6	97.7	58,980	23.98
May-13	9,415	0.304	0.377	0.259	4.27	6.2	6.5	98.2	98.0	79,250	35.77
Jun-13	7,892	0.263	0.341	0.234	4.61	6.2	6.5	98.5	98.4	82,452	23.23
Jul-13	6,815	0.220	0.245	0.195	0.14	6.3	6.7	98.9	98.9	99,922	18.08
Aug-13	6,484	0.209	0.278	0.189	3.13	6.4	6.7	98.8	98.5	88,730	35.58
Sep-13	7,342	0.245	0.415	0.204	10.79	6.5	6.8	98.7	99.1	72,494	24.48
Oct-13	8,320	0.268	0.397	0.226	3.2	6.3	6.7	98.4	98.5	73,875	36.92
Nov-13	10,252	0.342	0.484	0.235	10.66	6.3	6.6	97.4	97.5	61,570	25.58
Dec-13											
Jan-14	11,255	0.363	0.683	3,278.000	7.83	6.3	6.5	97.3	97.8	95,399	49.06
Feb-14											
Mar-14											
Apr-14											
May-14											
Jun-14											
Jul-14											
Aug-14											
Sep-14											
Oct-14											
Nov-14											
Dec-14											

2013 GARBAGE REPORT

	2013 TONS	2013 COST	2014 TONS	2014 COST
January	141.21	$14,830.00	154.42	$16,216.00
February	130.45	$13,702.00		
March	140.42	$14,750.00		
April	148.68	$15,613.00		
May	153.33	$16,103.00		
June	124.58	$13,083.00		
July	126.67	$13,301.00		
August	152.30	$15,537.00		
September	147.71	$15,512.00		
October	138.09	$14,503.00		
November	130.16	$13,671.00		
December	144.60	$15,187.00		
TOTALS	**1,678.20**	**175,792.00**	**154.42**	**16,216.00**

REPUBLIC SERVICES

City of Sultan
Tonnage

Sector	Commodity	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Total
Commercial	Recycle	2.69	2.89	2.55	3.26	3.20	2.79	2.37	4.33	4.42	4.35	4.32	3.42	40.59
Multifamily	Recycle	2.68	2.30	2.56	3.26	2.43	2.64	2.87	2.48	2.37	2.75	2.63	3.11	32.08
Residential	Recycle	35.50	32.27	34.51	43.15	33.25	36.82	42.01	31.93	38.96	34.93	34.94	45.66	443.93
	Total Recycle	**40.87**	**37.46**	**39.62**	**49.67**	**38.88**	**42.25**	**47.25**	**38.74**	**45.75**	**42.03**	**41.89**	**52.19**	**516.60**
Commercial	Yardwaste	0.12	0.21	0.47	0.50	0.47	0.57	0.47	0.19	0.42	0.30	0.30	0.30	4.32
Multifamily	Yardwaste	1.74	3.01	6.82	5.95	11.58	12.19	6.35	2.76	5.96	4.23	4.29	0.06	64.94
Residential	Yardwaste	8.88	15.36	34.76	37.91	35.45	42.85	35.17	15.13	32.64	23.16	23.52	20.59	325.42
	Total Yardwaste	**10.74**	**18.58**	**42.05**	**44.36**	**47.50**	**55.61**	**41.99**	**18.08**	**39.02**	**27.69**	**28.11**	**20.95**	**394.68**

The January 2014 report was not available at the time of this printing.

CEMETERY REPORT
BURIALS

103 Cemetery Operating Fund

Description	2014 BUDGET	2014 ACTUAL
Revenue		
Beginning Balance	0	6,405
Cemetery Fees	25,000	2,439
Investment Interest	0	0
Total Resources	25,000	8,844
Expenditures		
Total Expenditures	738	2,274
Ending Fund Balance	**266**	**6,571**

The cemetery profit for 2013 was $4,481.00

Burials	YTD 2013
Ash	1
Full	0

SULTAN CITY COUNCIL

AGENDA ITEM

DATE:	February 27, 2014
SUBJECT:	Public Works Projects-Update
CONTACT PERSON:	Connie Dunn, Public Works Field Supervisor

ISSUE:

The Public Works projects list and status report.

SUMMARY:

PARKS:
Wyatt Electric installed the electrical equipment at Osprey Park Restrooms. We are waiting on the L & I Inspection so SnoCo PUD can be called to connect the power to the new service.

GARBAGE:
Jim Barns has been working on gathering the information needed to purchase a new garbage truck and toters.

STREETS:
Set bollards behind the sidewalk along the vacant lot that Gary Broughton owns and Bubba's Road House uses for parking. They are painted yellow and will have a cable with a locked chain gate for the property owner to keep in place for future use as needed for future development.

A new street light was installed on Sultan Basin Road at E. Kessler Avenue.

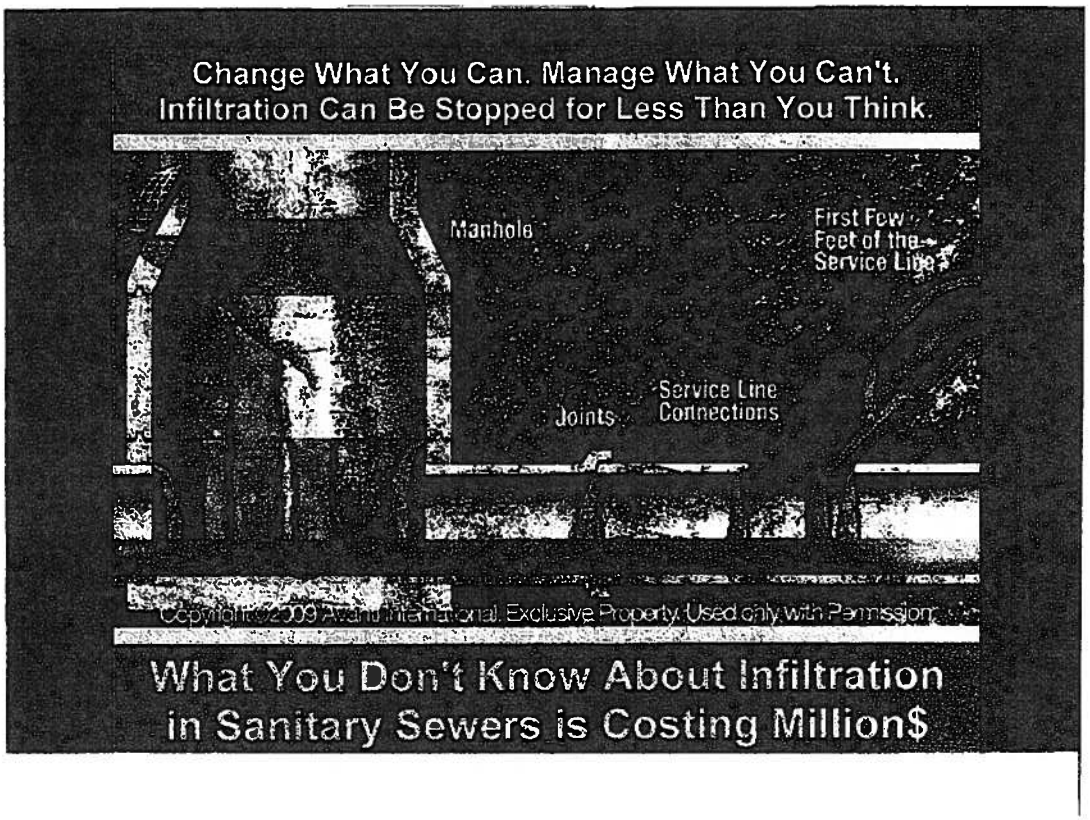
STAFF:
I have been working with Ken Walker and Mick Matheson on performance evaluations.

The Public Works Department has been short handed with one employee out on vacation and another requesting time off. With our short staff, we had to prioritize our work and some projects had to be put on the back burner temporarily.

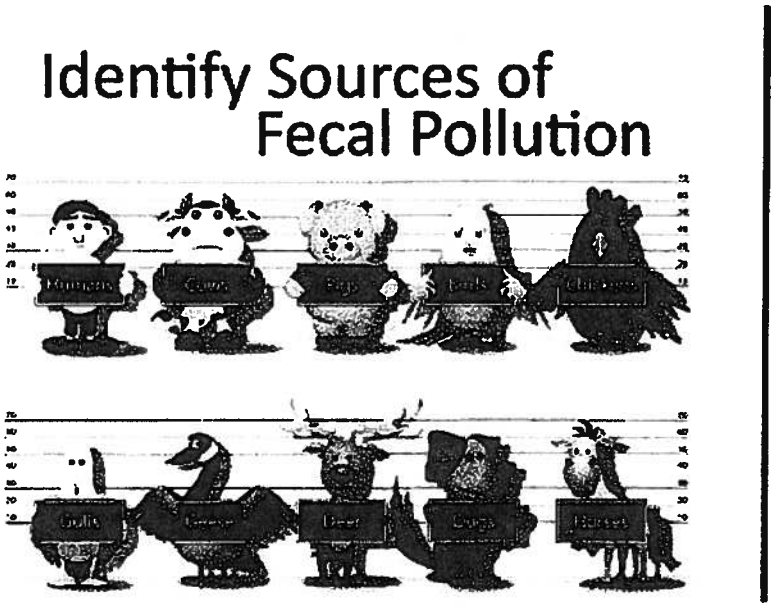
BUILDING MAINTENANCE:
On February 25th, the City and NW Wind & Solar will have a close out meeting to finalize the project which includes startup of the monitor and educational materials to provide inside the Library and at the monitor. Currently I am working on:

a. Education materials for the Library, and
b. Monitor cover and the signage required by the grant to wrap up the project.

WASTEWATER TREATMENT/COLLECTION: Attached is an illustration of Infiltration in Sanitary Sewers. The common practice of letting infrastructure wear out before replacing it exacerbates the cost and problems of Infiltration in the sewer system. There are new technologies for maintenance of the existing sewers to prolong the life of the sewer collection system.



Out of Site – Out of Mind can increase cost of replacement/repair/treatment of Sewage.



Above is an illustration of possible sources of Pollution.

Thank you,
Connie Dunn

SULTAN CITY COUNCIL
AGENDA COVER SHEET

ITEM NO: SR-3

DATE: February 27, 2014

SUBJECT: Community Service Officer

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

ISSUE:
Transmitting report from Victoria Forte, Community Services Officer

STAFF RECOMMENDATION:
Receive report, no action required.

BACKGROUND:
Current update on Animal Control Program

Attachment A: Community Service Officer Work Log

	Sent to rescue	Euthanized	Dog at Large/ leash law violation	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA)	Domestic and Wildlife	Animals Abandoned	Aggressive Animal Complaints	Bite Dogs/Cats	Cruelty/Neglect Investigation	Cat Complaints and/or Calls	Other
January	0	0	19	3	2	1	1	0	4	0	5
February (18th	2	0	11	1	0	0	1	0	1	0	2
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											
Yearly Totals	**2**	**0**	**30**	**4**	**2**	**1**	**2**	**0**	**5**	**0**	**7**

CITY OF SULTAN
AGENDA ITEM COVER SHEET

AGENDA ITEM : SR- 4

DATE: February 27, 2014

SUBJECT: 2013 Grants Staff Report, and
10 Year Grants Staff Report

Donna Murphy
KW

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:
Review Grants Staff Report

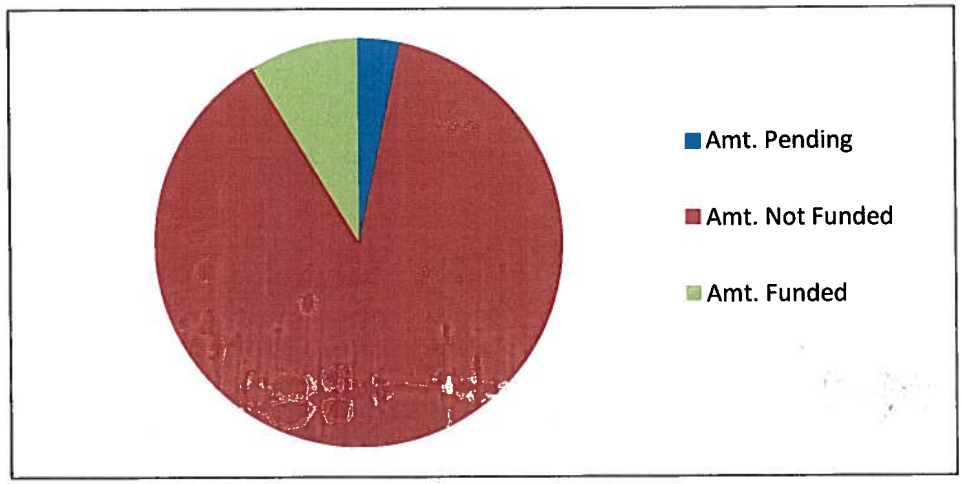
STAFF RECOMMENDATION:
No action required

ATTACHMENT:
Attachment A: Grants Staff Report

City of Sultan
Grant Status Report
YEAR END - 2013

Pending Grant	Date Applied	Department	Amount Pending	Amount Not Funded	Amount Funded	Project Status
Alder Ave. Water/Sewer Lines Replacement – CDBG	Oct. 2012	Public Works			$145,000	Project on Schedule
Alder Ave. Water/Sewer Lines-Leg. Request	Feb. 2013	Public Works			$185,000	Project on Schedule
TIB Request Match for Sultan Basin Rd. Overlay	April, 2013	Public Works			$39,883	Project on Schedule
Emergency Command Center Leg. Request	Feb. 2013			$850,000		Project on hold due to lack of location.
Bike/Ped Bridge - State Appropriations Request	Feb. 2013	Public Works		$2,500,000		Reapplied for a Transportation Alternatives Grant
Bike/Ped Bridge – Trans Alternatives	August, 2013	Public Works		$3,751,512		PSRC Reviewing the Application
Energy Efficiency Grant – Solar Panels @ City Hall & VIC	Feb. 2013	Public Works		$249,272		Reapplied for & received a Planet Power Grant
Planet Power-Solar Panels @ Comm. Ctr.	July, 2013	Public Works			$48,502	Project on Schedule
CPG Cleanup Day Grant	Mar. 2013	Public Works			$6,385	Funded for 2014 & 2015

Pending Grant	Date Applied	Department	Amount Pending	Amount Not Funded	Amount Funded	Project Status
Rural Town Centers Sultan Basin Rd. Sidewalk	May, 2013	Public Works		$289,001		Reapplied for a TIB Grant
Rural Business Opportunity Grant	June, 2013	Economic Development		$100,000		
GMA Comp. Plan Update	July, 2013	Planning			$18,000	State Allocation – Application Submitted
Sultan Basin Rd. Sidewalk - TIB	August, 2013	Public Works		$185,000		Award Announcement is Nov. 21, 2013
Trails Acquisition – Conservation Futures	September, 2013	Administration			$324,600	Contracting with Snohomish County
Water/Sewer Replacement on 4th and High - CDBG	October, 2013	Public Works	$300,000			Requires a Presentation in January, 2014
Sno. Co. Tourism – Community Event Signs (2)	November, 2013	Economic Development			$10,500	Under review at Snohomish County
Total:			$300,000	$7,924,785	$777,870	


Amt. Pending
Amt. Not Funded
Amt. Funded

City of Sultan

Grants Summary
2004 – 2013
10 Year Total: $12,634,504

YEAR	ANNUAL AWARD AMOUNT	PROJECTS FUNDED	AMOUNT
2004	$3,107,473	US 2 5TH St. Signal	$700,000
		US 2/Sultan Basin Rd.	$1,000,000
		1st St. I&I	1,315,000
		Cleanup Day – 2 Year Grant	$3,773
		Cleanup Day Plus Wood Chipper	$35,100
		Comprehensive Plan Update	$15,000
		Shoreline Mgt. Plan	$38,600
2005	$803,165	US 2/Sultan Basin Rd.	$410,625
		US 2 5th St. Signal	$68,440
		Date Ave. Reconstruction Ph. II	$220,000
		River Park Expansion	$100,000
		Records Management	$4,100
2006	$2,306,013	Railroad Crossing	$20,000
		2nd Street Improvements Ph. 1	$212,600
		Light Guard Crosswalks	$52,000
		Wastewater Treatment Plant Design	$1,000,000
		US 2/ Sultan Basin Rd.	$1,009,164
		AWC Scholarships	$1,000
		Tazers for PD	$750
		Marketing & Demographic	$2,399
		Records Management	$4,100
		NRA Foundation for PD	$4,000
2007	$559,806	US 2/Sultan Basin Rd.	$250,000
		Trans. Element of Comp Plan	$10,000
		Veterans Memorial Wall	$4,000
		Cleanup Day – 2 Year Grant	$4,735

		6th Street Sidewalks Purchase 105 Alder Ave.	$12,271 $278,800
2008	$635,627	US 2/Sultan Basin Rd. Wastewater Treatment Plant Leg. Proviso Records Management-Purchase File Cabinets Surveillance Cameras-COPS Grant	$12,271 $500,000 $6,356 $117,000
2009	$1,070,823	US 2/Sultan Basin Rd. Cleanup Day-2 Year Grant Pressure Washer for Graffiti Purchase 107 2nd St. GMA Comprehensive Plan Justice Assistance	$876,100 $4,723 $12,500 $150,000 $17,500 $9,999
2010	$665,500	2nd St. Reconstruction Ph. II US 2/Sultan Basin Rd. Wastewater Treatment Plant -Leg. Proviso Teen Court	$222,000 $72,000 $335,000 $36,500
2011	$481,838	Pipeline Safety Planning US 2/Sultan Basin Rd. (Match) Cleanup Day-2 Year Grant Lake 16 Dam Repair-Leg. Proviso	$3,000 $240,000 $3,838 $235,000
2012	$2,226,389	6th St. Waterline Completion Sultan Basin Rd. Plateau Overlay Alder Ave. Sidewalks Roundabout Gateway Signs Project Main Street Bike/Ped Bridge-Leg. Proviso Bike/Ped Bridge- Transportation Grant Alder Ave. Reconstruction-Leg. Proviso 4th St. Overlay (Alder to Fir) High Ave. Reconstruction 1st to 4th Dept. of Ecology Tire Removal	$80,617 $255,547 $30,516 $10,000 $300 $100,000 $417,229 $500,000 $354,900 $527,280 Value Undetermined
2013	$777,870	Alder Avenue Water/Sewer Replacement Lines – CDBG Grant Alder Avenue Water/Sewer Replacement Lines – Legislative Proviso Conservation Futures Trail Purchase	$145,000 $185,000 $324,600

		Planet Power Solar Panels @ Comm. Ctr.	$48,502
		Ecology Clean-Up Day Grant	$6,385
		GMA Comp. Plan Update	$18,000
		TIB Matching Funds for SBR Overlay	$39,883
		Community Event Sign (2)	$10,500

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 1

DATE: February 27, 2014

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the February 13, 2014 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:
Approve as submitted

CITY OF SULTAN COUNCIL MEETING – February 13, 2014

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

PRESENTATIONS:

Bob Knuckey Trail Dedication

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.

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.

Davenport-Smith: Remembers Bob for the beautiful home he made in the community. His dedication is why the trails are well kept and he started the Adopt-a-Street program so others could help keep the town clean. He gave other people opportunities to do good work which is an awesome legacy to leave. Always a joy to talk and he had great insight and wisdom. He will be missed.

Walker: At a Sultan Education golf tournament Bob was driving a golf cart and as they played, he was cleaning up the golf course. During a snowstorm, Bob saw him working by hand to clear snow and Bob went and got his tractor to help. Always helping others.

Beeler: The first time he met Bob they were both running for council appointment and Bob told him, he hoped Jeffrey would be appointed so he could get involved in community. Given the amount of time he spent working on the trail, he should be memorized for his work.

Michael Knuckey: His dad would be proud to have his name on the trail. Thanked the Council for the action.

Bob Reese, VOA: Two years ago Bob was on the Blue Ribbon committee for Boys/Girls Club location and he recommended the VOA sight across the street from his home because it was the best location.

Frank Linth: He knew Bob for 20 years and he was an extraordinary guy. Bob was proud of many things – Osprey Park, Adopt-a-Street and his work on the planning board. He was pleased to be involved to make things happen.

Mayor Eslick presented a certificate to the family.

COMMENTS FROM THE PUBLIC:

Bob Reese, VOA: Update on the Boys and Girls Club. In October, VOA submitted and received a grant CDBG funds for the ECAAP program. They are working on a long-term lease with the Boys/Girls Club to lease back an area for the ECAAP program. The requests for bids for the Boys/Girls Club project have been sent out to contractors; pre-bid meeting has been held and bids are due at the end of the month. March 1st should have a contractor selected to start building. The bids will determine is the gym will be built now or later when funding is available. The VOA will keep the large A –frame building for the Senior Center and other community groups to use.

COUNCILMEMBER COMMENTS

McCarty: He has been appointed to the Snohomish County Parks Advisory Board. They have a $24,810,000 budget for purchases and the City will get some of the funds for the Osprey Park

McCarty: trail. The County needs to purchase 3 more parcels to complete Steelhead Park. The Wagley Creek culvert does not qualify for Sound Salmon Solutions grant as the existing culvert does not prevent fish from going up stream. DOE may have funds available and they are continuing to look into other sources of funding. The Tulalip Tribe lawsuit requires the State to work on fish streams.
Neigel: Apologized for not being able to attend the I-502 meetings. Community Transit is planning for expanded services. As a bus rider, he sees the need for additional service and routes. He was invited to speak on the impacts of liquor privatizing and recreational marijuana. He feels the control should be with the local government and not the state, which are in conflict with some others ideas.
Naslund: Sky Valley Options has placed an art display in the lobby. The Community Awards ceremony is on February 15th. April 19th is the Easter egg hunt and the Chamber dinner auction.
Beeler: In the Planning Board minutes there was a discussion about parks. The elimination of small parks in hope of a larger one in the area is a concern to him. It could be many years before the city can afford a large park and the small parks should be left in the code as well as park impact fees. Good to name a memorial trail for Bob Knuckey.
Mayor Eslick: Thanked the Mayor pro-tem for leading the meeting in her absence. Thanked the community for their support with her husband. He had a stroke while on vacation and is on the way to recovery.
Ken Walker, City Administrator: On March 6th Community Transit will host a dinner to honor Steve Slawson. February 15th the County will dedicate the expansion of the Centennial Trail in Snohomish. The plan is to expand the trail hundreds of miles throughout the area. RCO may have funds available to build the trails and the city can use the Conservation Futures grant as a match. The Planning Board will hold a public hearing on March 4th on the I-502 regulations.
Kim Kenagy: The boy's district basketball game is Saturday. The musical, Oklahoma is next weekend. Everyone on the Wrestling team is going to regional.

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

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. On a motion by Councilmember Beeler, seconded by Councilmember Davenport-Smith, the consent agenda was approved as presented. McCarty – aye; Seehuus – aye; Walker – aye; Davenport-Smith – aye, Neigel – aye; Naslund – aye; Beeler - aye.

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

ACTION ITEMS:

Resolution 14-01 Bob Knuckey Trail Dedication

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. 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

Resolution: With Roger Legg with Harmsen and Associates to design the map, verify its accuracy, and printing it on suitable material.
On a motion by Councilmember Seehuus, seconded by Councilmember Naslund, Resolution 14-01 to name the Osprey Park Trail in memory of Bob Knuckey was adopted. All ayes.

NW Wind and Solar – Contract Addendum 1
The issue is to authorize the Mayor to sign Contract Addendum No. 1 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. Washington State Sales Tax was erroneously omitted from the original contract. The contract addendum is necessary to correct this error.
On a motion by Councilmember Davenport-Smith, seconded by Councilmember Seehuus, the Mayor was authorized 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. All ayes.

Ponderosa Pacific – 6th Street Waterline Contract Addendum 1
The issue is to 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. 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.
On a motion by Councilmember Walker, seconded by Councilmember Naslund, the Mayor was authorized 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. All ayes.

Ordinance 1189-14 – I-502 Moratorium Extension
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.
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. 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.

CITY OF SULTAN COUNCIL MEETING – February 13, 2014

Ordinance 1189-14:
Discussion:
Neigel: It is still up in the air on what cities are going to do about marijuana. Some are still looking at a ban. He would like to see outright ban. If it is the will of the council is to allow it, he would like to think about future discussion. Asked Council for input.
Beeler: Torn right now because of the proposal to cut state funding if cities ban marijuana.
Naslund: Ban should be lifted.
Davenport-Smith: The Sky Valley Coalition's goal is to reduce the effects of drugs in valley. It is not fair that the legislature is holding funds hostage. The effects of drugs are long term. Would vote no at this point.
Walker: Marijuana was illegal for a long time and now there is an opportunity to get control over it and create jobs. Would not support ban.
Seehuus: Would not support a ban but is not in favor of retail sales. Voters passed the use.
McCarty: He worked for the Liquor Board and they are cash driven and the city will have to deal with them for the revenue issues. Cities are looking at the money and need to look at options to prevent abuse.
Mayor Eslick: The Council must consider whom they represent. It is against her belief but must be dealt with.

On a motion by Councilmember Neigel, seconded by Councilmember Beeler, Ordinance 1189-14 extending the moratorium on I-502 actions for 60-days was adopted. All ayes.

DISCUSSION:
Retreat Schedule and Joint Meetings
The issue before the City Council is to discuss dates for council retreats and other special council meetings. 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

The consensus of the Council was to set the meetings as proposed.

Development Code Update
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 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.

Development Code Update

Discussion: There are formatting issues with the document; Planning Board has done good work; Mayor will provide input on issues that may be contrary to the Planning Board; Accessory Dwelling units need to be addressed.

Impact Fees

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

The city could file a lien, at the developer expense, against the property or refuse to provide utility service until the fees have been paid.

Discussion:

Prior councils did not support delay of collection; sunset clause to terminate the ordinance at a given date; part of development costs; lien could prevent sale of home until impact fees are paid; denial of utility service could be used; limit time for delay to 18 months to 2 years; method to encourage building; vesting; utility connection commitments.

Staff was directed to prepare an ordinance for consideration.

Traffic Impact Fees

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

Impact Fee: 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 recommends lowering the impact fee to $4,350.
Discussion:
Access road to the downtown area may not be able to eliminate; need to reduce costs for development; staff reviewed list for feasible projects and did not eliminate a connection road. Staff was directed to prepare the necessary documents to lower the impact fee.

PUBLIC COMMENTS
Ray George: The direction given to staff is a good thing. Some may be confusing impact fees with connection fees. The committed connections are taken out of the count of available. There is no impact until the house is occupied to the city. He would like to see the cost transferred to the purchaser. Land development and equal protection – don't see the connection.

Kay George: In the proposed zoning code, a level 1 land use permit would be required before a business license is issued. That would be a detriment to business. The City lowered the business license fee to help and people would not want to go thru level I permit process to do business. They reduced the number of units in their development due to the high fees. Reduced fees will encourage development. In past higher fees discouraged development.

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT
Beeler: Agrees that reducing fees can help development.
McCarty: Supports the impact fees but has a concern that the City may not get the money. Issue could be addressed during escrow.

Executive Session: On a motion by Councilmember Walker, seconded by Councilmember Seehuus, the Council adjourned to executive session at 9:05 PM for fifteen minutes to discuss pending litigation. All ayes. The Council returned to regular session at 9:25 PM.

Adjournment: On a motion by Councilmember Naslund, seconded by Councilmember Beeler, the meeting adjourned at 9:25 PM. All ayes.

_____
Carolyn Eslick, Mayor

_____
Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 2

DATE: February 27, 2014

SUBJECT: Voucher Approval - 2014

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the vouchers for approval in the amount of $154,110.23 and payroll through February 143, 2014 in the amount of $90,043.76 to be drawn and paid on the proper accounts.

FISCAL IMPACT: $244,153.9906

RECOMMENDATION:
Approve the payment of vouchers as submitted.

City Of Sultan
Voucher Approval
February 27, 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 #29006-07	$ 2,861.45
Direct Deposit #4	$ 25,525.07
Benefits Check #29001-05,08-11	$ 38,873.09
Tax Deposit #PR 3-4	$ 22,784.15
Accounts Payable Checks #29012-55	$ 144,125.36
ACH Transactions - DOR	$ $9,984.87
TOTAL	$ 244,153.99

_____
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: 2/20/2014 - 10:29 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
29012	02/27/2014	amtest	AM Test	585.00	0
29013	02/27/2014	APP	Associated Petroleum Products Inc	1,189.83	0
29014	02/27/2014	blueline	Blueline	4,570.00	0
29015	02/27/2014	blueline	Blueline	384.00	0
29016	02/27/2014	blueline	Blueline	5,065.00	0
29017	02/27/2014	DOL-2	Department of Licensing - Bus. & Pro	116.00	0
29018	02/27/2014	Elite	Elite Lock & Safe	8.15	0
29019	02/27/2014	EvDC	Evergreen District Court	448.02	0
29020	02/27/2014	Frontier	Frontier	412.50	0
29021	02/27/2014	JGalt	John E Galt	41.25	0
29022	02/27/2014	Gray	Gray & Osborne Inc.	491.77	0
29023	02/27/2014	groco	Groco, Inc	3,139.84	0
29024	02/27/2014	HDSupply	HD Supply Waterworks	441.45	0
29025	02/27/2014	Kenyon	Kenyon Disend PLLC	1,764.81	0
29026	02/27/2014	lakeside	Lakeside Industries	428.92	0
29027	02/27/2014	lowes	Lowes	747.79	0
29028	02/27/2014	NWCas	Northwest Cascade Inc	113.45	0
29029	02/27/2014	OASYS	Oasys Office Automation Systems	175.93	0
29030	02/27/2014	OfcDepot	Office Depot	402.76	0
29031	02/27/2014	PUD 1	PUD	3,492.02	0
29032	02/27/2014	PSE	Puget Sound Energy	744.60	0
29033	02/27/2014	quiring	Quiring Monuments	1,248.90	0
29034	02/27/2014	RedApl	Red Apple Market	88.91	0
29035	02/27/2014	SCaudit	Snohomish County Auditor	3,304.83	0
29036	02/27/2014	SCcorrec	Snohomish County Corrections	1,641.72	0
29037	02/27/2014	SCpubwor	Snohomish County Finance	16,216.00	0
29038	02/27/2014	SCpubwor	Snohomish County Finance	14,915.00	0
29039	02/27/2014	SChumsvc	Snohomish County Human Services	271.21	0
29040	02/27/2014	SnoPlan	Snohomish County Planning and Deve	1,255.50	0
29041	02/27/2014	SnoPlan	Snohomish County Planning and Deve	22,716.70	0
29042	02/27/2014	soundpub	Sound Publishing Inc	163.40	0
29043	02/27/2014	Sound	Sound Safety Products Co. Inc.	100.46	0
29044	02/27/2014	Staples	Staples Credit Plan	62.24	0
29045	02/27/2014	Auditor	State Auditor's Office	41.80	0
29046	02/27/2014	TStrom	Todd Strom	250.00	0
29047	02/27/2014	USBank	US Bank	30.00	0
29048	02/27/2014	UULC	Utilities Underground Location Center	12.32	0
29049	02/27/2014	visa	Visa	883.43	0
29050	02/27/2014	visa	Visa	499.69	0
29051	02/27/2014	visa	Visa	447.45	0
29052	02/27/2014	wagley	Wagley Creek Automotive, Inc	678.80	0
29053	02/27/2014	wsema	Washington State Emergency Mgmt A	75.00	0
29054	02/27/2014	WH	WH Pacific	53,708.91	0
29055	02/27/2014	wlj	White Lightning Janitorial	750.00	0
			Check Total:	144,125.36	

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 2/7/2014 - 4:45 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
29001	02/07/2014	Retire	Department of Retirement	2,600.00	0
29002	02/07/2014	Retire	Department of Retirement	5,929.17	0
29003	02/07/2014	AWCben	AWC Employee Benefit Trust	19,266.47	0
29004	02/07/2014	AWCben	AWC Employee Benefit Trust	24.00	0
29005	02/07/2014	WATeamTr	Washington Teamsters Welfare Trust	1,744.80	0
			Check Total:	29,564.44	

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 2/19/2014 - 4:21 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
29008	02/19/2014	Retire	Department of Retirement	2,600.00	0
29009	02/19/2014	Retire	Department of Retirement	5,950.75	0
29010	02/19/2014	AFLAC	AFLAC	111.90	0
29011	02/19/2014	UNION	Teamsters Local Union #763	646.00	0
			Check Total:	9,308.65	

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 02/18/2014 - 3:22PM
Batch: 2-2-2014
Include Partial: FALSE

Check Date	Check Number	Employee No	Employee Name	Amount
02/21/2014	0	001	Laura Koenig	1,925.37
02/21/2014	0	004	Donna Murphy	1,341.57
02/21/2014	0	005	Robert Martin	1,704.89
02/21/2014	0	007	Julie Addington	1,421.65
02/21/2014	0	010	Cindy Donk	1,523.79
02/21/2014	0	011	Janice Mann	1,121.73
02/21/2014	0	013	Rosemary Murphy	1,200.00
02/21/2014	0	015	Kenneth Walker	2,154.07
02/21/2014	0	019	Michael Matheson	2,693.34
02/21/2014	0	020	Connie Dunn	1,942.13
02/21/2014	0	025	John Harris	1,790.15
02/21/2014	0	028	Todd Strom	1,562.38
02/21/2014	0	049	Victoria Forte	746.47
02/21/2014	0	120	Matthew Wood	1,903.35
02/21/2014	0	121	Jason Strauss	1,317.43
02/21/2014	0	122	Steven Martin	1,176.75
	Total Employees:	16	Total:	25,525.07

Payroll

Computer Check Register

User: julie.addington
Printed: 02/18/2014 - 3:16PM
Batch: 00002-02-2014 Computer

Check No	Check Date	Employee Information		Amount
29006	02/21/2014	024	Michael Williams	1,479.01
29007	02/21/2014	029	James Barns	1,382.44
Total Number of Employees:	2		Total for Payroll Check Run:	2,861.45

Accounts Payable

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
29001	02/07/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	1,166.02
29001	02/07/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	123.99
29001	02/07/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	5.50
29001	02/07/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	34.00
29001	02/07/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	412.78
29001	02/07/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	590.99
29001	02/07/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	140.25
29001	02/07/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	126.47
29002	02/07/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	75.13
29002	02/07/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,483.22
29002	02/07/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	1,369.72
29002	02/07/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	790.31
29002	02/07/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	408.76
29002	02/07/2014	GENERAL FUND	PERS Payable	Department of Retirement	1,396.81
29002	02/07/2014	STREET FUND	PERS Payable	Department of Retirement	350.70
29002	02/07/2014	CEMETERY FUND	PERS Payable	Department of Retirement	54.52
29003	02/07/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3,831.65
29003	02/07/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	867.04
29003	02/07/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	170.26
29003	02/07/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	153.78
29003	02/07/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	5,492.14
29003	02/07/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2,482.43
29003	02/07/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,371.25
29003	02/07/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.09
29003	02/07/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.35
29003	02/07/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.60
29003	02/07/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.61
29003	02/07/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.30
29003	02/07/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	10.88
29003	02/07/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	8.58
29003	02/07/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.59
29003	02/07/2014	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	513.24
29003	02/07/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	3,622.02
29003	02/07/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	55.79

29003	02/07/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.65
29003	02/07/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.88
29003	02/07/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.22
29003	02/07/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	31.24
29003	02/07/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	25.75
29003	02/07/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.12
29003	02/07/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.33
29003	02/07/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	37.02
29003	02/07/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	11.44
29003	02/07/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.77
29003	02/07/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.83
29003	02/07/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	201.16
29003	02/07/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	112.50
29003	02/07/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	80.33
29003	02/07/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	50.10
29003	02/07/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	50.31
29003	02/07/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.08
29003	02/07/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.07
29003	02/07/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	1.07
29004	02/07/2014	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
29004	02/07/2014	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.88
29004	02/07/2014	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.04
29004	02/07/2014	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.64
29004	02/07/2014	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.64
29004	02/07/2014	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
29004	02/07/2014	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.88
29004	02/07/2014	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.05
29004	02/07/2014	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.64
29004	02/07/2014	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.63
29005	02/07/2014	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	36.35
29005	02/07/2014	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	258.09
29005	02/07/2014	STREET FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	72.71
29005	02/07/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	23.99
29005	02/07/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	7.26
29005	02/07/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	475.46
29005	02/07/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	Washington Teamsters Welfare Trust	399.83
29005	02/07/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	357.69
29005	02/07/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	113.42
29008	02/19/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	97.50
29008	02/19/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	121.50
29008	02/19/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	26.49
29008	02/19/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.51

29008	02/19/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	7.50
29008	02/19/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	4.01
29008	02/19/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	26.50
29008	02/19/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	354.50
29008	02/19/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	546.99
29008	02/19/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	120.76
29008	02/19/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	105.26
29008	02/19/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	58.25
29008	02/19/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	44.00
29008	02/19/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	19.50
29008	02/19/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	21.25
29008	02/19/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	1,044.48
29009	02/19/2014	GENERAL FUND	PERS Payable	Department of Retirement	437.51
29009	02/19/2014	STREET FUND	PERS Payable	Department of Retirement	120.54
29009	02/19/2014	CEMETERY FUND	PERS Payable	Department of Retirement	18.99
29009	02/19/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	24.46
29009	02/19/2014	GENERAL FUND	PERS Payable	Department of Retirement	88.54
29009	02/19/2014	GENERAL FUND	PERS Payable	Department of Retirement	48.07
29009	02/19/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	539.90
29009	02/19/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	465.91
29009	02/19/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	276.05
29009	02/19/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	141.10
29009	02/19/2014	GENERAL FUND	PERS Payable	Department of Retirement	818.94
29009	02/19/2014	STREET FUND	PERS Payable	Department of Retirement	225.65
29009	02/19/2014	CEMETERY FUND	PERS Payable	Department of Retirement	35.49
29009	02/19/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	45.74
29009	02/19/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,010.72
29009	02/19/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	872.25
29009	02/19/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	516.74
29009	02/19/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	264.15
29010	02/19/2014	STREET FUND	AFLAC Payable	AFLAC	0.32
29010	02/19/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.02
29010	02/19/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.88
29010	02/19/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.03
29010	02/19/2014	STREET FUND	AFLAC Payable	AFLAC	0.12
29010	02/19/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.08
29010	02/19/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.62
29010	02/19/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.88
29010	02/19/2014	STREET FUND	AFLAC Payable	AFLAC	0.32
29010	02/19/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.08
29010	02/19/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.62
29010	02/19/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.88

29010	02/19/2014	STREET FUND	AFLAC Payable	AFLAC	0.12
29010	02/19/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.03
29010	02/19/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.86
29010	02/19/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.04
29011	02/19/2014	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	49.19
29011	02/19/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	12.13
29011	02/19/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.02
29011	02/19/2014	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	1.13
29011	02/19/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	90.77
29011	02/19/2014	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	82.09
29011	02/19/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	59.65
29011	02/19/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.02
29011	02/19/2014	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	50.19
29011	02/19/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	12.99
29011	02/19/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.39
29011	02/19/2014	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	1.30
29011	02/19/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	92.25
29011	02/19/2014	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	82.10
29011	02/19/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	63.62
29011	02/19/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.16
29012	02/27/2014	UTILITY WATER FUND	Water - Testing	AM Test	120.00
29012	02/27/2014	UTILITY WATER FUND	Water - Testing	AM Test	440.00
29012	02/27/2014	UTILITY WATER FUND	Water - Testing	AM Test	25.00
29013	02/27/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	21.42
29013	02/27/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	21.41
29013	02/27/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	86.86
29013	02/27/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	327.20
29013	02/27/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	21.42
29013	02/27/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	711.52
29014	02/27/2014	STREET IMPROVEMENT FUND	4th Street Project	Blueline	4,570.00
29015	02/27/2014	WATER SYSTEM IMPROVEMENT FUND	Construction - Water	Blueline	384.00
29016	02/27/2014	STREET IMPROVEMENT FUND	High Ave Project	Blueline	5,065.00
29017	02/27/2014	UTILITY GARBAGE FUND	Miscellaneous	Department of Licensing - Bus. & Prof. Division	38.66
29017	02/27/2014	UTILITY SEWER FUND	Miscellaneous	Department of Licensing - Bus. & Prof. Division	38.67
29017	02/27/2014	UTILITY WATER FUND	Miscellaneous	Department of Licensing - Bus. & Prof. Division	38.67
29018	02/27/2014	UTILITY SEWER FUND	Operating Supplies	Elite Lock & Safe	8.15
29019	02/27/2014	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	448.02
29020	02/27/2014	GENERAL FUND	Communication	Frontier	38.80
29020	02/27/2014	GENERAL FUND	Communication	Frontier	38.79
29020	02/27/2014	UTILITY WATER FUND	Communication	Frontier	38.80
29020	02/27/2014	UTILITY SEWER FUND	Communication	Frontier	218.52

29020	02/27/2014	UTILITY SEWER FUND	Communication	Frontier	38.79
29020	02/27/2014	UTILITY GARBAGE FUND	Communication	Frontier	38.80
29021	02/27/2014	GENERAL FUND	Professional Services	John E Galt	41.25
29022	02/27/2014	STREET IMPROVEMENT FUND	Alder Avenue Project	Gray & Osborne Inc.	491.77
29023	02/27/2014	UTILITY SEWER FUND	Services - Sludge Hauling	Groco, Inc	3,139.84
29024	02/27/2014	INSURANCE CLAIMS FUND	Operating Supply	HD Supply Waterworks	441.45
29025	02/27/2014	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	1,764.81
29026	02/27/2014	STREET FUND	Office/Operating Supplies	Lakeside Industries	107.23
29026	02/27/2014	UTILITY WATER FUND	Operating Supply	Lakeside Industries	107.23
29026	02/27/2014	UTILITY SEWER FUND	Operating Supplies	Lakeside Industries	107.23
29026	02/27/2014	STORMWATER UTILITY FUND	Operating Supplies	Lakeside Industries	107.23
29027	02/27/2014	UTILITY WATER FUND	Capital - Buildings	Lowes	266.08
29027	02/27/2014	UTILITY WATER FUND	Capital - Buildings	Lowes	358.32
29027	02/27/2014	UTILITY WATER FUND	Operating Supply	Lowes	123.39
29028	02/27/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	113.45
29029	02/27/2014	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	23.34
29029	02/27/2014	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	23.35
29029	02/27/2014	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	23.35
29029	02/27/2014	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	23.36
29029	02/27/2014	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	23.35
29029	02/27/2014	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	23.34
29029	02/27/2014	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
29029	02/27/2014	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
29029	02/27/2014	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
29029	02/27/2014	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
29029	02/27/2014	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
29029	02/27/2014	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	5.97
29030	02/27/2014	UTILITY WATER FUND	Operating Supply	Office Depot	7.09
29030	02/27/2014	UTILITY SEWER FUND	Operating Supplies	Office Depot	7.10
29030	02/27/2014	UTILITY GARBAGE FUND	Operating Supplies	Office Depot	7.09
29030	02/27/2014	STREET FUND	Office/Operating Supplies	Office Depot	7.10
29030	02/27/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	7.09
29030	02/27/2014	UTILITY WATER FUND	Office Supplies	Office Depot	17.76
29030	02/27/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	17.76
29030	02/27/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	17.76
29030	02/27/2014	STREET FUND	Office Supplies	Office Depot	17.76
29030	02/27/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	71.03
29030	02/27/2014	UTILITY WATER FUND	Office Supplies	Office Depot	28.15
29030	02/27/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	28.16
29030	02/27/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	28.15
29030	02/27/2014	STREET FUND	Office Supplies	Office Depot	28.15
29030	02/27/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	112.61

29031	02/27/2014	UTILITY SEWER FUND	Utilities	PUD	3,458.10
29031	02/27/2014	STREET FUND	Utilities	PUD	33.92
29032	02/27/2014	GENERAL FUND	Utilities	Puget Sound Energy	244.82
29032	02/27/2014	GENERAL FUND	Utilities	Puget Sound Energy	163.82
29032	02/27/2014	STREET FUND	Utilities	Puget Sound Energy	83.99
29032	02/27/2014	UTILITY WATER FUND	Utilities	Puget Sound Energy	83.99
29032	02/27/2014	UTILITY SEWER FUND	Utilities	Puget Sound Energy	83.99
29032	02/27/2014	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	83.99
29033	02/27/2014	STREET FUND	Miscellaneous	Quiring Monuments	1,248.90
29034	02/27/2014	UTILITY SEWER FUND	Operating Supplies	Red Apple Market	88.91
29035	02/27/2014	GENERAL FUND	Voter Registration	Snohomish County Auditor	3,304.83
29036	02/27/2014	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	1,641.72
29037	02/27/2014	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Snohomish County Finance	16,216.00
29038	02/27/2014	GENERAL FUND	Intergovernmental - 800 MHZ	Snohomish County Finance	14,915.00
29039	02/27/2014	GENERAL FUND	Intergovernmental	Snohomish County Human Services	271.21
29040	02/27/2014	GENERAL FUND	SnoCty Plan/Building Service	Snohomish County Planning and Development Services	1,255.50
29041	02/27/2014	GENERAL FUND	Professional Services	Snohomish County Planning and Development Services	2,343.25
29041	02/27/2014	GENERAL FUND	Professional Services	Snohomish County Planning and Development Services	20,373.45
29042	02/27/2014	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	163.40
29043	02/27/2014	UTILITY SEWER FUND	Uniforms	Sound Safety Products Co. Inc.	100.46
29044	02/27/2014	GENERAL FUND	Office/Operating Supplies	Staples Credit Plan	31.12
29044	02/27/2014	STREET FUND	Office Supplies	Staples Credit Plan	7.78
29044	02/27/2014	UTILITY WATER FUND	Office Supplies	Staples Credit Plan	7.78
29044	02/27/2014	UTILITY SEWER FUND	Office Supplies	Staples Credit Plan	7.78
29044	02/27/2014	UTILITY GARBAGE FUND	Office Supplies	Staples Credit Plan	7.78
29045	02/27/2014	GENERAL FUND	Audit Costs	State Auditor's Office	8.36
29045	02/27/2014	STREET FUND	Professional Services	State Auditor's Office	8.36
29045	02/27/2014	UTILITY WATER FUND	Professional Service - General	State Auditor's Office	8.36
29045	02/27/2014	UTILITY SEWER FUND	Professional Service	State Auditor's Office	8.36
29045	02/27/2014	UTILITY GARBAGE FUND	Professional	State Auditor's Office	8.36
29046	02/27/2014	UTILITY SEWER FUND	Uniforms	Todd Strom	250.00
29047	02/27/2014	INFORMATION TECHNOLOGY FUND	Professional Service	US Bank	30.00
29048	02/27/2014	UTILITY WATER FUND	Miscellaneous	Utilities Underground Location Center	6.16
29048	02/27/2014	UTILITY SEWER FUND	Miscellaneous	Utilities Underground Location Center	6.16
29049	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	29.02
29049	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	41.25
29049	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	245.86
29049	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	245.86
29049	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	245.86
29049	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	41.58
29049	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	34.00
29050	02/27/2014	STREET FUND	Office Supplies	Visa	6.21

29050	02/27/2014	GENERAL FUND	Office/Operating Supplies	Visa	24.85
29050	02/27/2014	UTILITY WATER FUND	Office Supplies	Visa	6.21
29050	02/27/2014	UTILITY SEWER FUND	Office Supplies	Visa	6.21
29050	02/27/2014	UTILITY GARBAGE FUND	Office Supplies	Visa	6.21
29050	02/27/2014	UTILITY WATER FUND	Travel and Seminars	Visa	225.00
29050	02/27/2014	UTILITY SEWER FUND	Travel and Seminars	Visa	225.00
29051	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	12.00
29051	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	161.44
29051	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	15.32
29051	02/27/2014	GENERAL FUND	Travel and Seminars	Visa	258.69
29052	02/27/2014	GENERAL FUND	Vehicle Repair	Wagley Creek Automotive, Inc	96.97
29052	02/27/2014	STREET FUND	Vehicle Repair	Wagley Creek Automotive, Inc	96.97
29052	02/27/2014	UTILITY WATER FUND	Vehicle Repair	Wagley Creek Automotive, Inc	96.97
29052	02/27/2014	UTILITY SEWER FUND	Vehicle Repair	Wagley Creek Automotive, Inc	96.97
29052	02/27/2014	UTILITY GARBAGE FUND	Utilities	Wagley Creek Automotive, Inc	96.97
29052	02/27/2014	STORMWATER UTILITY FUND	Vehicle Repair	Wagley Creek Automotive, Inc	96.97
29052	02/27/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	Wagley Creek Automotive, Inc	96.98
29053	02/27/2014	GENERAL FUND	Operating Supplies	Washington State Emergency Mgmt Association	75.00
29054	02/27/2014	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific	53,708.91
29055	02/27/2014	GENERAL FUND	Professional Services	White Lightning Janitorial	570.00
29055	02/27/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	White Lightning Janitorial	180.00
					182,998.45

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 3

DATE: February 27, 2014

SUBJECT: Resolution 14-02 – Participation in State Local Government Investment Pool

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue before the Council is the adoption of Resolution 14-02 to continue participation in the State Investment Pool.

SUMMARY:
The City is a participating entity in the Local Government Investment Pool (LGIP). As a result of recent WAC amendments, the State has created a new prospectus and has distributed it to all investors in the LGIP.

LGIP has requested the City update the resolution to acknowledge that the governmental body responsible for overseeing or making investment decisions has read and understands the prospectus. The Mayor, City Administrator and Deputy Finance Director are authorized to make investment decisions with the LGIP. They have been provided a copy of the prospectus for review.

ACTION:
Adoption of Resolution 14-02 to continue participation in the Local Government Investment Pool.

Attachments:
A. Resolution 14-02
B. Letter from LGIP

RESOLUTION 14-02 AUTHORIZING INVESTMENT OF THE CITY OF SULTAN MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the City of Sultan, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Sultan, the "governing body" or any designee of the governing body pursuant to this resolution. or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the City of Sultan and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Carolyn Eslick, Mayor (*name and title*), the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED by the City Council of the City of Sultan State Washington on this 27th day of February 2014.

_____

Carolyn Eslick, Mayor

_____

Laura J. Koenig, Clerk/Deputy Finance Director

JAMES L. McINTIRE
State Treasurer

State of Washington
Office of the Treasurer
Local Government Investment Pool

February 3, 2014

TO: LGIP Participants

FROM: Kari Sample
LGIP Administrator

SUBJECT: New Prospectus and Updated Resolution

In an effort to provide more clarity with respect to how the Local Government Investment Pool operates, and as a result of the recently amended WACs, we have created a prospectus and are distributing to all investors in the LGIP.

As a result of the release of this prospectus it is important that each local government investing in the LGIP completes an updated Resolution, which I have attached, that acknowledges that the governmental body responsible for overseeing or making investment decisions has read and understands the prospectus. I have included a revised version of the Resolution that we will need all participants to approve and send back to us as soon as possible. Our goal is to have all resolutions updated by June 30, 2014. If you have submitted one in the last 6 months you will not be required to adopt another. I will be tracking them to make sure that this goal is met.

If we have not received an updated resolution by the deadline and have not made other arrangements with you for an extension, we reserve the right to suspend your participation in the pool.

Link to the Prospectus:
http://www.tre.wa.gov/documents/lgip_MoneyMktFundProspectus.pdf

Link to the Resolution:
http://www.tre.wa.gov/lgip/forms.shtml

Should you have further questions please feel free to contact me via email kari.sample@tre.gov or by phone at 800-331-3284.

Kari Sample
LGIP Administrator

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A – 1

DATE: February 27, 2014

SUBJECT: 6th Street Water Line – Final Acceptance

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

ISSUE:
The issue before the City Council is final acceptance of the 6th Street water line project completed by Ponderosa Pacific, Inc.

STAFF RECOMMENDATION:
Staff recommends accepting the 6th Street water line project completed by Ponderosa Pacific.

SUMMARY:

The council awarded the base bid and authorized the Mayor to sign a contract with Ponderosa Pacific for an amount not to exceed $76,000.00 (which included a ten percent contingency) to construct the 6th Street water line project on August 22, 2013. Ponderosa's contract was for $68,966.43. Council subsequently authorized the Mayor to sign Contract Addendum No. 1 to increase the contract amount to an amount not to exceed $69,742.55 on February 13, 2014 to reflect the actual length of water pipe installed.

FISCAL IMPACT:

The total cost of the project is the sum of the bid advertising ($667.76), professional services provided by The Blueline Group for design ($16,200.00), and the water line project provided by Ponderosa Pacific, Inc ($69,742.55). The total cost expenditure is $86,610.31.

	Contract Amount	**Actual**
Bid Advertisement	NA	$667.76
The Blueline Group (Design)	$16,200.00	$16,200.00
Ponderosa Pacific (Construction)	$68,966.43	$69,742.55
Total	**$85,166.43**	**$86,610.31**

The City received a Community Development Block Grant in the amount of $80,617.00 to fund this project. The Council authorized the budget shortfall to be paid out of the Water Capital Fund at the August 22, 2013 council meeting.

RECOMMENDED ACTION:
Staff recommends accepting the 6th Street water line project as completed by Ponderosa Pacific Inc.

CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM NO: A-2

DATE: February 27, 2014

SUBJECT: WSDOT Pedestrian and Bicycle Grant Program Donna Murphy

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator KW

ISSUE: The issue before the Council is to authorize the Mayor to sign the necessary documents to submit a grant application requesting approximately $3,530,080 to fund construction of the US 2 Pedestrian/Bicycle Bridge crossing the Sultan River.

STAFF RECOMMENDATION:
Direct Staff to proceed with submitting the grant application to WSDOT to request $3,530,080 to fund construction of the US 2 Pedestrian/Bicycle Bridge crossing the Sultan River. Authorize the Mayor to sign the application documents.

SUMMARY:
Construction of a stand-alone pedestrian and bicycle bridge crossing the Sultan River is identified in the City of Sultan's Comprehensive Plan and will provide safe passage for pedestrians and bicyclists. The bridge will connect Sportsmen and River Parks providing an opportunity for recreationalists who are fishing, rafting, swimming, and picnicking on either side of the river to safely cross the Sultan River and access essential needs and the opportunity to purchase lunch, groceries and miscellaneous sundries. The bridge will also provide an alternate safe crossing for residents.

In 2010 The City of Sultan submitted a grant application to Puget Sound Regional Council Transportation Enhancement Grant Program to fund the Planning and Design Phases as well as the construction phase for a total request of $4 million. The grant was not funded.

Since that time, the City of Sultan has been successful in securing $100,000 from the Washington State Legislature to partially fund the planning and design phase of the Pedestrian/Bicycle Bridge crossing the Sultan River.

On April 27, 2012 the City of Sultan submitted a grant application to Snohomish County Infrastructure Coordinating Committee (ICC) for a Surface Transportation Program (STP) Grant requesting $417,229 to go towards funding the final phase of Planning and Design of the Pedestrian/Bicycle Bridge. That grant was funded.

In 2013 The City of Sultan approved funding $138,329 needed for design of the sanitary sewer and water transmission lines that will be hung beneath the bridge. With that design element, the planning and design for the bridge is fully funded. **Note, transportation grants do not fund sanitary sewer and water transmission lines.*

The WSDOT Pedestrian and Bicycle Grant Application is due on May 9, 2014. City staff recommends submitting the grant application to the WSDOT Pedestrian and Bicycle Program to fund construction of the bridge in the amount of $3,530,080.

FISCAL IMPACT:
There is no match requirement for this grant program, however it will not fund construction of the sanitary sewer and water transmission lines in the amount of $372,000. Funding for the sanitary sewer and water elements of the bridge will either be funded through a separate grant, or water and sewer Capital Account Funds.

MOTION:
I move to direct staff to apply for a WSDOT Pedestrian and Bicycle Grant Program in the amount of $3,530,080 to fund construction of the US 2 Pedestrian/Bicycle Bridge.

ATTACHMENTS:

- 2014 Capital Budget Request to the Washington State Legislature

US 2 Bike/Pedestrian Bridge & Sanitary Sewer & Water Improvements

Carolyn Eslick, Mayor
425.327.2093
carolyneslick1@msn.com

Ken Walker, City Administrator
360.793.1164
ken.walker@ci.sultan.wa.us

Mick Matheson, Public Works Director
360.793.2262
mick.matheson@ci.sultan.wa.us

2014 Capital Budget Request

Request:

The City of Sultan is requesting $3.9 million for construction funds to build a stand-alone ADA accessible bike and pedestrian bridge across the Sultan River. The bridge will be built to support a new sanitary sewer force main to increase sewer system capacity to avoid a building moratorium, and a new water main to improve fire flow to the western area of the City. A secondary benefit provided by the proposed bridge is increased pedestrian and bicycle safety, as the pathway on the existing US 2 vehicle bridge is narrow (29-1/2 inches wide) and dangerous.

TRANSPORTATION PROBLEM:

US 2 accommodates large volumes of vehicular travel ranging from gravel trucks and trailers, logging semi trucks, large delivery trucks, Community Transit buses, school buses and chartered recreation and ski buses in addition to the usual heavy traffic. Approximately 25,000 vehicles per day travel over the existing vehicle bridge owned by WSDOT.

US 2 is a primary East/West Corridor for passenger vehicles in Washington. It is the only alternative to I-90 for all traffic. The existing WSDOT Bridge on US 2 over the Sultan River was built in 1940. The bridge pathway is only 29-½" wide and was not designed for pedestrians, bicyclists and disabled persons to safely cross. Bicyclists and pedestrians using the WSDOT Bridge pathway are less than an arm's length away from passing vehicles.

City residents without transportation are forced to cross the bridge to reach vital and essential services. On the west side of the Sultan River are the City's the only grocery store, medical center, dentist, pharmacy and laundromat. On the east side of the Sultan River are government and social services including City Hall, the Sultan library, post office, schools, and food bank.

The City of Sultan has secured $517,229 for Planning and Design funding for this project. Additionally, the City has committed $82,500 for sewer design and $55,600 for water design. The design will be complete by May, 2014 and ready for construction in July, 2014.

WATER & SEWER PROBLEM:

The City of Sultan's wastewater pump station that serves 97 percent of Sultan's population is located on the east side of the Sultan River and the wastewater treatment plant is located directly across the river on the west side. The city must replace the wastewater force main that is current supported by the WSDOT US 2 Vehicle Bridge with a larger force main, or the City is facing a moratorium on further development. WSDOT will not allow the new larger forcemain to be attached to the US 2 Vehicle Bridge due to weight concerns. The alternatives are to drill under the river (which is problematic due to the likely presence of large boulders) or attach the new force main to a new bridge.

The City must also replace the existing 6-inch water main that currently hangs beneath the US2 Vehicle Bridge with a new 12-inch water main in order to provide adequate fire flow to the businesses and residences located west of the Sultan River. The new water main would also be attached to a new bridge.

Sultan River/US 2 Bike and Pedestrian Bridge And Sanitary Sewer & Water Improvements

Project Description

- A Non-Motorized connection between West and East Sultan and the Sky Valley Recreation Area.
- A stand-alone bridge across the Sultan River connecting the west end of Main Street at River Park on the east side of the river to WSDOT right-of-way on the west side of the river.
- A ramp that complies with American with Disabilities Act (ADA) requirements and stairs to allow users to access facilities at the River Park and Sportsmen Park.
- Rest areas and interpretive signage to allow the trail users to rest and observe the natural environment in the Sultan River including large runs of Coho, Steelhead and Sockeye Salmon.
- Engineering Design is currently under way, anticipated to be shovel ready, Spring, 2014.

Project Budget and Phasing

Project Budget	2013	2014 Request	Total	Funding Source
Planning & Design	$517,000 $138,329	$0	$517,000 $138,329	Various State Agencies City of Sultan
Construction Bridge **Construction Water/Sewer**		$3,530,080 $372,000	$3,530,080 $372,000	Legislative Proviso
Total	**$655,329**	**$3,902,080**	**$4,557,409**	

Existing conditions on the WSDOT bridge

Dale Doornek, Sultan Resident
(Pictured left)

"I've put a long stick with a red flag on the back of my wheel chair and crossed the bridge in the vehicle travel lanes before. It makes the drivers mad, but I feel safer holding up traffic behind me than using the narrow and dangerous path-way on the existing bridge", said Dale Doornek, Sultan.

SULTAN CITY COUNCIL MEETING
AGENDA COVER SHEET

ITEM NO: Action A-3

DATE: February 27, 2014

SUBJECT: City of Sultan 2014 Fee Schedule - Amendment
Resolution 14-03

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue before the Council is the adoption of Resolution 14-03 amending the 2014 City of Sultan Fee Schedule that sets fees charged by the City for the various services provided to citizens and community. The amendment would decrease the amount charged for traffic impact fees from $5,272 to $4,350 per vehicle trip hour and set the administrative fee at $35.

Resolution 13-07 setting the 2014 Fee Schedule was adopted by the City Council on December 12, 2013.

SUMMARY:
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. 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. The administrative is listed at $35 or 1% of fee whichever is greater. There is no additional cost to track impact fees collected from a single residential unit or large commercial project. Staff recommends a fee of $35 per unit.

At the February 13, 2014, the Council recommended lowering the traffic impact fee to $4,350. The decision was based on the request to revise the City of Sultan Urban Growth boundaries which will eliminate proposed transportation projects. The Transportation Element of the Comprehensive Plan will be reviewed as part of the 2015 update.

The revised fee schedule would be as follows:

Impact Fees:	
Park Impact Fees	$3,175.00 per dwelling unit
Park Impact Administrative Fee	$35.00 each unit
School Impact Fees	May be required by the School District at building permit application
Traffic Impact Fees	$5,272.00 per peak hour trip
Traffic Impact Administration Fee	$35.00 per unit

RECOMMENDED ACTION:
Authorize the Mayor to sign Resolution 14-03 amending the 2014 City of Sultan Fee Schedule.

Attachment: Resolution 14-03 - Amending the 2014 Fee Schedule

CITY OF SULTAN
SULTAN WASHINGTON

RESOLUTION 14-03

A RESOLUTION AMENDING THE 2014 FEE SCHEDULE TO ESTABLISHING FEES, FINES, PENALTIES AND CHARGES FOR SERVICES PROVIDED BY THE CITY.

WHEREAS, the City Council of the City of Sultan has determined that it is in the best interests of the City of Sultan to provide a single, efficient and convenient listing of all fees, fines, penalties, interest and charges for permits, services applications and filing fees; and

WHEREAS, such a listing will better facilitate the updating and uniform review of all such fees, fines, penalties, interest and charges on a periodic basis;

WHEREAS, all ordinances require the setting of fees, fines, penalties, interest and charges for service by resolution;

WHEREAS, the City has requested the Urban Growth boundaries be amended as part of the 2015 Comprenhensive Plan update; and

WHEREAS, the changed boundaries will eliminate the need for proposed transportation improvements; and

WHEREAS, the Council has determined it would be in the best interest of the community to decrease the traffic impact fee;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sultan that the document as 2014 City of Sultan Fee Schedule adopted under Resolution 13-07 is hereby amended as follows:

Impact Fees:	
Park Impact Fees	$3,175.00 per dwelling unit
Park Impact Administrative Fee	$35.00 each unit
School Impact Fees	May be required by the School District at building permit application
Traffic Impact Fees	$5,272.00 per peak hour trip
Traffic Impact Administration Fee	$35.00 per unit

PASSED AND ADOPTED this 27th day 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-4

DATE: February 27, 2014

SUBJECT: RH2 Engineering Services Contract Amendment

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

ISSUE:
Authorize the Mayor to sign Contract Addendum No. 3 (Attachment A) with RH2 Engineering, Inc., (RH2) to:

- Extend the duration of the engineering services agreement from May 1, 2014 to May 1, 2015.
- Increase the contract amount from $30,000 to an amount not to exceed $40,000

ALTERNATIVES:

1. Authorize the Mayor to sign Addendum No. 3 with RH2 to extend the duration of the on-call engineering service agreement from May 1, 2014 to May 1, 2015, and increase the contract amount from $30,000 to an amount not to exceed $40,000.
2. Do not authorize the mayor to sign Addendum No. 3 with RH2 for on-call engineering services. Direct staff to areas of concern.

   A decision not to authorize the mayor to sign Addendum No. 3 will have an immediate effect on the City's ability to meet customer needs.

STAFF RECOMMENDATION:
Authorize the Mayor to sign Addendum No. 3 with RH2 to extend the duration of the on-call engineering service agreement from May 1, 2014to May 1, 2015, and increase the contract amount from $30,000 to an amount not to exceed $40,000.

SUMMARY:
RH2 was retained by the City in December 2009 to prepare the 2010 Water System Plan and 2010 General Sewer Plan. This work has been completed. As part of this work effort, RH2 created a software model of the city's water and sewer systems.

The city council subsequently approved a separate engineering services contract with RH2 on April 28, 2011 (Attachment B) to provide water and sewer analysis on an on-call basis for an amount not to exceed $10,000. RH2 was determined by staff to be the most highly qualified firm to assist the City in determining concurrency for development projects and to handle other water and sewer engineering services as the need arose.

The city council subsequently authorized the Mayor to sign Addendum No. 1 on July 28, 2011 to increase the budget for the one-year on call services contract with RH2 not to exceed $20,000 (primarily to cover the Arndt Family Trust determination of concurrency).

The existing contract with RH2 expires on May 1, 2014, and the authorized budget has been exhausted by work to confirm the revised setpoints for Pressure Recuing Valve (PRV) # 3 to increase the available fire flow in the area south of US2, and to provide chemical engineering support for the addition of soda ash to the Water Treatment plant process.

Staff is proposing to increase the budget by $10,000, and extend the contract duration an additional year to continue to have some flexibility to achieve the city's on-call service for water and sewer system modeling needs in a timely manner, especially as development activity is increasing.

FISCAL IMPACT:
The majority of projects completed as a result of this contract addendum will have no fiscal impact to the City as they are associated with new development and are developer funded. City related water and sewer projects completed using this contract addendum will generally either be urgent, or of limited scope.

RECOMMENDED ACTION:
Authorize the Mayor to sign Addendum No. 3 with RH2 to extend the duration of the engineering service agreement from May, 2014 to May 1, 2015, and increase the contract amount from $30,000 to an amount not to exceed $40,000.

ATTACHMENTS:

A – Addendum No. 3 to the On-Call Services contract with RH2
B – Addendum No. 2 to the On-Call Services contract with RH2
C – Addendum No. 1 to the On-Call Services contract with RH2
D – RH2 On-Call Engineering Services Contract dated May 1, 2011

ATTACHMENT A

ADDENDUM NO. 3
BY AND BETWEEN THE CITY OF SULTAN AND RH2

THIS THIRD ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and RH2 (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, the City authorized the Mayor to sign a one year on-call contract with RH2 not to exceed $10,000 at the April 28, 2011 council meeting for on-call services for water and sewer analysis; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 1 with RH2 to increase the contract amount not to exceed $20,000 for water and sewer analysis at the July 28, 2011 council meeting; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 2 with RH2 to increase the contract amount not to exceed $30,000, and to extend the duration of the agreement from May 1, 2012 to May 1, 2014 at the April 12, 2012 council meeting; and

WHEREAS, the contract maximum needs to be raised to not exceed $40,000 and the duration of the agreement needs to be extended to May 1, 2015 to allow for future work, and,

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

The City shall pay Service Provider at the hourly rate set forth in Attachment B but not more than a total of forty thousand dollars ($40,000) for the services described in the Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. **Effect of Addendum**. This Third Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Third 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 Third 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 _____ day of , 20 .

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

ATTACHMENT B

ADDENDUM NO. 2
BY AND BETWEEN
THE CITY OF SULTAN AND RH2

THIS SECOND ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and RH2 (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, the City authorized the Mayor to sign a one year on-call contract with RH2 not to exceed $10,000 for water and sewer analysis at the April 28, 2011 council meeting for on-call services for water and sewer analysis; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 1 with RH2 to raise the contract amount not to exceed $20,000 for water and sewer analysis at the July 28, 2011 council meeting; and

WHEREAS, the City has determined that RH2 is the most highly qualified firm to provide water and sewer analysis to the City on an on-call basis; and

WHEREAS, the contract maximum needs to be raised to not exceed $30,000 to allow for future work; **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 2A of the Agreement. Section 2A of the Agreement is hereby revised to provide in its entirety as follows:

The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of thirty thousand dollars ($30,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Amendment of Section 5 of the Agreement. Section 5 of the Agreement is hereby revised to provide in its entirety as follows:

Service Provider shall complete the work described in Attachment A on or before May 1, 2014.

Section 3. Effect of Addendum. This Second Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Second 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 Second 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 _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT C

ADDENDUM NO. 1
BY AND BETWEEN
THE CITY OF SULTAN AND RH2

THIS FIRST ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and RH2 (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on May 1, 2011, the Parties entered into that certain Agreement for on-call services for water and sewer analysis ("Agreement").

WHEREAS, the City authorized the Mayor to sign a one year on-call contract with RH2 not to exceed $10,000 for water and sewer analysis at the April 28, 2011 council meeting.

WHEREAS, the City desires to have RH2 available for additional work as needed; and

WHEREAS, the contract maximum needs to be raised to not exceed $20,000 to allow for future work; **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 2A of the Agreement. Section 2A of the Agreement is hereby revised to provide in its entirety as follows:

The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of twenty thousand dollars ($20,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

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 _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT D

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND RH2 ENGINEERING

THIS AGREEMENT, is made this first day of May, 2011, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and RH2 Engineering (hereinafter referred to as "Service Provider"), doing business at 12100 NE 195th St, Ste 100 Bothell, WA 98011.

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

WHEREAS, the City desires to contract with Service Provider for the provision of on-call services for water and sewer analysis and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work**. Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.

2. **Payment**.

   A. The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of ten thousand dollars ($10,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

   B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

   C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties**. The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name**. On-call services for water and sewer analysis

5. **Duration of Work**. Service Provider shall complete the work described in Attachment A on or before May 1, 2012.

6. **Termination**.

   A. *Termination Upon the City's Option*. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

   B. *Termination for Cause*. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

   C. *Rights upon Termination*. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

7. **Nondiscrimination**. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

9. **Insurance**. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

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

1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

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

1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

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

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. **Entire Agreement**. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider**. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply

with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

12. **Work Performed at Service Provider's Risk**. Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. **Ownership of Products and Premises Security**.

    A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

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

14. **Modification**. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

15. **Assignment**. Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.

16. **Written Notice**. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. **Non-Waiver of Breach**. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. **Resolution of Disputes, Governing Law**. 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 Manager, 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 WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

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

SERVICE PROVIDER CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney