CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
February 26, 2015

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

PUBLIC HEARING
1) SMC 17.10.300 - Geological Hazardous Areas

STAFF REPORTS – Written Reports Submitted
1) Code/Animal Control
2) Public Works

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council.
1) Approval of the February 12, 2015 Council Meeting Minutes
2) Approval of Vouchers – 2015
3) Approval of the CPG Grant Application

ACTION ITEMS:
1) Ordinance 1211-15 and 1212-15 - Amendment to Chapter 2.17
2) Ordinance 1213-15- Amendment Chapter - Garbage Service
3) Ordinance 1210-15 Geological Hazardous Areas
4) Date Avenue Project – Consultant Contract
5) School Resource Officer – Shared cost with School District
6) Timber Ridge Contracts - LPD Engineering
7) Timber Ridge Contracts – Robinson Noble

DISCUSSION: **Time Permitting**
1) Planning Board – Update to PROS plan
2) Solar Power Grants

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session: Potential Litigation (7:45 PM)

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 PLANNING BOARD
AGENDA ITEM COVER SHEET

ITEM NO: **PH-1**

DATE: February 26, 2015

SUBJECT: Geologically Hazardous Areas Code, SMC Chapter 17.10.300

CONTACT PERSON: Stacy MacGregor, Senior Planner

ISSUE: The issue before the Council is to conduct a public hearing of the Geological Hazardous Areas Code that was adopted in June of 2014 absent a public hearing.

DISCUSSION:
The Council was presented with this proposed code on June 12, 2014 for first reading and on June 26, 2014 for second reading and adoption. No record exists that a public hearing was ever held, either with the planning board or the City Council. Additionally, a SEPA determination was not issued and the Washington State Department of Commerce was not notified of the proposed code. The hearing, SEPA review, and Commerce notification are all vehicles for public comment and are statutory requirements prior to adopting most code amendments.

The purpose of this public hearing is to provide an opportunity for public input and discussion regarding this code. A SEPA determination was issue and noticed on February 5th, 2015. The Department of Commerce was notified of this code and disseminated the code to interested agencies per their review guidelines. No comments have been received as of the drafting of this agenda cover.

Excerpt from the June 26, 2014 Council Agenda item No. C-3 (written by Bob Martin):

> Title 17 of the Sultan Municipal Code contains the City's environmental regulations. The Chapter includes regulations for erosion hazards and landslide hazards. The landslide hazard component of the chapter is outdated and does not contain sufficient standards to address how a steep slope is to be studied before it is developed. It only addresses sites of known landslides, not how to assess whether the proposed development may potentially cause landslides.
>
> The proposed code provides standards for studies that need to be completed on a property that is proposed for development, either for subdivision development or construction of individual structures, on slopes. Two types of slopes are addressed: slopes that have landslide potential, and slopes that are overly steep slopes whether or not they have landslide potential. Professional studies are required of these sites to which category they fit into, and what restrictions or determine additional construction standards are required to permit safe development of the site.
>
> When a developer's consultant submits the required geological studies, the proposed code calls for professional peer review of these reports at the

developer's expense. This is done to provide the best assurance that the proposed development is safe if it is allowed to go forward.

The code also addresses two time periods and requires different standards for developments that were permitted in those two periods. This is done because the City had a steep slope code that was repealed in October, 2006. Developments that were approved after that date were not reviewed in response to a code addressing steep slope development. The proposed code places any developments approved between October 2006 and adoption of this new Geologically Hazardous Areas code into a category called "Modified Slope Standard Developments".

Developments in slope areas that were approved prior to October 2006, or those applied for under the new code, are accepted for a level of study addressing the "normal" level of review called in 17.10.325 through 17.10.350. Developments in slope areas that were approved between October, 2006 and the date of adoption of this code are required to address the additional "Modified Slope Standard Developments" standards called for in 17.10.355 through 17.10.385. This is done to ensure that these developments fully address the hazard issues that may not have been addressed when the developments were reviewed and approved.

As this proposed code is a comprehensive treatment of slope and landslide issues, the current landslide hazard provisions of Section 17.10.200 will be repealed so as not to conflict with the new Geologically Hazardous Areas Code."

Council conducted the first reading of this Ordinance at its regular meeting of June 12, 2014 and adopted the new code following a second reading on June 26, 2014. Following legal advice from the city's attorney, staff proposes that this code go back to Council for a hearing and re-adoption. Council has played an active role over the past two years in the adoption of this code following moratoriums on developing on slopes. The Planning Board would regularly hear land use code proposals such as this one but due to the fact that the Council has already reviewed and adopted this code; staff is taking the code directly to Council for this public hearing.

ACTION:
Council action at this time is to conduct a public hearing on Ordinance 1210-15, an ordinance adopting Chapter 17.10.300, Geologically Hazardous Areas, which creates regulations for developing areas on or adjacent to steep slopes and landslide hazard areas.
No further action is conducted under this agenda item. Action to consider adoption of Ordinance 1210-15 is addressed in agenda item A-3.

ATTACHMENTS:
Attachment A: Adopted Ordinance 1197-14 with typographical errors corrected in underline/~~strikeout~~ form.

ATTACHMENT A
DRAFT

CITY OF SULTAN
WASHINGTON

ORDINANCE ~~1197-14~~1210-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, ADOPTING AN AMENDMENT TO SULTAN MUNICIPAL CODE CHAPTER 17.10 TO ADD A GEOLOGICALLY HAZARDOUS AREAS CODE REGULATING DEVELOPMENT ON STEEP SLOPES AND LANDSLIDE AREAS, REPEALING EXISTING CHAPTER 17.200, LANDSLIDE HAZARD AREAS, AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Sultan Municipal Code contained Chapter 16.68, Hillside Development and Geologically Hazardous Area Performance Standards code, adopted by Ordinance 630 in 1995; and

WHEREAS, Chapter 16.68, Hillside Development and Geologically Hazardous Area Performance Standards, was repealed by Ordinance 918-06 on October 26, 2006; and

WHEREAS, Chapter 16.68, Hillside Development and Geologically Hazardous Area Performance Standards, was replaced by Chapter 16.80.200, Landslide Hazard Areas-Development Standards and Permitted Alterations; and

WHEREAS, certain developments in the City of Sultan were reviewed and approved after October 26, 2006, in the absence of a code addressing geologically hazardous areas; and

~~**WEREAS**~~**WHEREAS,** the previously repealed Chapter 16.68, was readopted by Ordinance 1159-12 as Section 17.10.200, for the purpose of providing a minimal code provision related to slope and landslide standards until a comprehensive geologic hazard code could by produced; and

WHEREAS, existing Section 17.10.200, Hillside Development and Geologically Hazardous Area Performance Standards, is found to not adequately define and provide standards for analysis and mitigation of landslide hazards and safety of development in the vicinity of steep slopes and landslide hazards; and

WHEREAS, existing Section 17.10.200 is found to conflict with the provisions of the Geologically Hazardous Areas code adopted by this Ordinance; and

WHEREAS, RCW 36.70A.170 and 36.70A.172 of the Washington Growth Management Act requires that critical areas be designated and protected using best available science; and

WHEREAS, Puget Sound Regional Council Multi-County Planning Policy EN-6 calls for environmental standards to be established and implemented using the best available science; and

WHEREAS, Snohomish County Planning Policy EN-4 calls for cities to identify and protect critical areas through appropriate land use policies; and

WHEREAS, Sultan Comprehensive Plan Goal EN-1 includes Program EN-1.1.4, calling for establishment of standards governing development of land subject to moderate or severe hazards including geologically hazardous areas; and

WHEREAS, the SEPA Responsible Official issued a threshold decision for this draft ordinance on 5 February, 2015, which was not appealed; and

WHEREAS, the Washington State Department of Commerce received this draft amendment meeting the procedural requirement under RCW 36.70A.106 and granted expedited review on 17 February, 2015; and

WHEREAS, the Sultan City Council adopted this proposed code on 26 June, 2014 absent a public hearing; and

WHEREAS, a public hearing was conducted before the City Council on 28 February, 2015; and

WHEREAS, this proposed code was offered for Council consideration for a second time to correct the error in public noticing and hearing procedures prior to adoption; and

WHEREAS, City professional staff has consulted with qualified professional specialists in the fields of geology, geotechnical engineering, and land use law in development of the Geologically Hazardous Areas Code; and

WHEREAS, it is in the best interest of protecting the life, health and safety of property owners, developers, and the community in general that the City of Sultan have a comprehensive geologic hazard code providing for proper professional analysis of geologic hazards and peer review of studies and reports related to development of potentially hazardous landscapes;

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

Section 1. Adoption. There is hereby adopted an amendment to the Sultan Municipal Code consisting of Sections 17.10.300 through 17.10.390, to be referred to as the Geologically Hazardous Areas Code of the City of Sultan as follows:

17.10.300
Geologically Hazardous Areas

17.10.300 Purpose of Regulations
17.10.305 Designation and mapping of Geologically Hazardous Areas
17.10.310 General Provisions
17.10.320 Definitions
17.10.325 Performance Standards – Alteration of Geologically Hazardous Areas
17.10.330 Performance Standards – Geologically Hazardous Area Buffers

17.10.335 Minimum required application submittals
17.10.340 Review to determine compliance with engineering practice and best available science
17.10.345 Critical area report requirements for geologically hazardous areas
17.10.350 Issuance and denial of permits
17.10.355 Designation of "Modified Slope Standard Developments"
17.10.360 Alteration of Landslide Hazard Areas in Modified Slope Standard Developments
17.10.365 Studies and Reports Required for Modified Slope Standard Development Applications
17.10.370 Review to Determine Compliance with Engineering Practice and Best Available Science in Modified Slope Standard Developments
17.10.375 Declarations, disclosures, covenants and waivers
17.10.380 Site bonds and contractor general liability insurance for Modified Slope Standard Developments
17.10.385 Site access, professional/special inspection, monitoring during construction and final geotechnical report for development and residential construction in Modified Slope Standard Developments
17.10.390 Reasonable Use

17.10.300 – Purpose of Regulations.

A. The threat to public health and safety presented by geologically hazardous areas is increased when improper and incompatible development is sited in these areas. Such incompatible development may not only place itself at risk, but also may cause or increase the hazards to surrounding development and land uses. The purpose of this chapter is to designate geologically hazardous areas and to regulate development activities in or near geologic hazard areas to safeguard the public health, safety and welfare.

B. Several geologic conditions influence development on or adjacent to slopes including: slope inclination, soil types, underlying geology, groundwater and seepage, surface water runoff and vegetative cover. If such a site can be sufficiently stabilized through the construction of professionally-engineered on-site improvements, the City may be able to review and issue development permits. This chapter establishes the process by which the City may review proposed improvements whose purpose is to stabilize soils and facilitate subsequent development permit review.

C. It is the intent of this code that development in areas subject to geologic hazards shall be evaluated based on its impacts on the surrounding terrain and geological conditions, not in isolation. Management of the entire natural and man-made systems should be considered during the development review process.

17.10.305 – Designation and mapping of Geologically Hazardous Areas.

A. Geologically hazardous areas are landforms characterized by steep slopes and/or susceptibility to landslides, earthquakes or other geological processes. Properties containing landforms exhibiting one or more of the characteristics presented in Subsection 17.10.305(C) below are hereby designated as geologically hazardous areas and shall be subject to the provisions of this chapter.

B. The approximate location and extent of geologically hazardous areas are shown on the city's critical area maps within the comprehensive plan environmental element and/or on the Snohomish County Buildable Lands Report. These maps shall be used as a guide for the city, applicants and/or property owners, and may be updated as new critical areas are identified. They do not provide a definitive critical areas designation.

C. Areas susceptible to one or more of the following types of hazards shall be designated as Geologically Hazardous Areas:

1. Landslide hazard areas potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors. Landslide areas include areas with any one or more of the following characteristics:

   a. Areas of known landslides, earth movement, or containing evidence of past landslides or earth movement;

   b. Slopes that are parallel or sub-parallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;

   c. Areas potentially unstable because of stream incision and stream bank erosion, or in a stream's channel migration zone;

   d. Areas that are underlain or covered by mass wastage debris or landslide materials;

   e. Any area with a slope of 40 percent or steeper and a vertical relief of 10 or more feet and is greater than 1,000 square feet in area, except areas composed of consolidated rock and properly engineered manmade slopes/retained fill;

   f. Any areas where the subsurface soils, below 5 feet in depth, have less than 10 blows/foot (n<10) with a Standard Penetration Test (SPT) ASTM D1586-11, therefore, the soil would be described as very loose, loose, very soft, soft, or medium stiff.

2. Areas that have all of the following characteristics:

   a. Slopes steeper than 15 percent except that slopes of less than 15 percent may be considered landslide hazard areas if they have unstable soil and drainage characteristics;

   b. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and

   c. Wet season springs or ground water seepage.

3. Seismic hazard areas subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction, lateral spreading, or surface faulting. Settlement and soil liquefaction conditions occur in areas underlain by cohesion-less, loose, or soft-saturated soils of low density, typically in association with a shallow ground water table. Also including any areas where the subsurface soils, below 5 feet in depth, have less than 10 blows/foot (n<10) with a

Standard Penetration Test (SPT) ASTM D1586-11, therefore the soil would be described as very loose, loose, very soft, soft, or medium stiff.

17.10.310 – General Provisions.

A. Alteration of geologically hazardous areas and buffers shall be prohibited except as expressly allowed in this chapter. The city may approve, condition or deny proposals based on the degree to which risks posed by geologically hazardous areas to public and private property and to health and safety can be mitigated. In an individual case, conditions may include limitations of or on proposed uses, density modification, alteration of site layout and other changes to the proposal determined appropriate by the director to effectively contribute to risk mitigation.

B. Where the director determines that potential significant adverse impacts cannot be effectively mitigated, or where the risk to public health, safety and welfare, property, or important natural resources is significant notwithstanding mitigation, the proposal shall be denied. The burden of proof shall be on the applicant.

C. The construction of professionally designed structures addressing the risks of earth movement, and employing feasible attendant measures (including but not limited to drainage improvements, specially designed foundations, retaining walls, removal of overburden and other improvements designed to minimize the risk of earth movement, prevent avoidable damage to structures, safeguard adjacent properties, limit risk to inhabitants, and to stabilize the structure in the event of movement) may mitigate and reduce the risk of earth movement on individual properties. Nothing herein shall relieve an owner of any obligation imposed by the State Building Code or city ordinance to take all reasonable and practical measures available to reduce or eliminate the risk or hazard.

D. The International Residential Code (IRC), and the International Building Code (IBC), as promulgated by the state of Washington and required to be adopted by the city, does not specify a standard regarding lot stability. The provisions of this chapter have been adopted in order to provide reasonable certainty in the permit issuance process. The purpose of these provisions is not to lessen the minimum requirements of the current adopted building code, but rather to define its requirements for city implementation.

E. These provisions were adopted in order to establish a policy that permits shall not be issued for any site where a substantial risk of earth subsidence and landslide hazard exist unless all the following apply:

   1. The risks can be defined with reasonable scientific certainty according to the standards of the geotechnical engineering profession and found to be within the minimum factor of safety for the static and seismic conditions of at least 1.5 and 1.15 respectively.

   2. Any hazard associated with the site is scientifically ascertained and fully disclosed through the permit process.

F. Notwithstanding any contrary provision of this chapter or the IRC/IBC, all applications for permits received for any site shall be governed by the provisions of this chapter. In addition to all other requirements of these sections, the restrictions and provisions of this chapter shall apply to all building, grading, fill and excavation permits (herein "permits").

Minor permits such as plumbing, mechanical, re-roof and interior alterations are exempt from the requirements of this chapter.

G. Nothing in this chapter should or shall be interpreted to guarantee issuance of a permit with respect to any site unless the requirements of this chapter, and the requirements of the IRC/IBC as amended and interpreted by this chapter, have been met.

H. No special duty created.

1. It is the purpose of this chapter to provide for the health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter. No provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, agents, or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

2. Nothing contained in this chapter is intended to be, nor shall be, construed to create or form the basis of any liability on the part of the city or its officers, agents, and employees for any injury or damage resulting from the failure of any person to comply with the provisions of this chapter or be a reason or a consequence of any inspection, notice, or order, in connection with the implementation or enforcement of this chapter or by reason of any action of the city related in any manner to enforcement of this chapter by its officers, agents, or employees.

17.10.315 – Applicability.

This Chapter contains two sets of standards that apply to different land development circumstances. The following provisions of Article III, Geologically Hazardous Areas, apply to the following development circumstances:

A. Subdivisions, Short Subdivisions, and Planned Unit Development, approved between October 26, 2006, and the effective date of this code are designated as "Modified Slope Standard Developments". Slope Alteration and construction for residential purposes in Modified Slope Standard Developments" is addressed in Sections 17.10.355, to 17.10.385 and are not subject to Sections 17.10.325 and 17.10.330.

B. Subdivisions, Short Subdivisions, and Planned Unit Development, approved prior to October 26, 2006, and Long Plat Subdivisions and Short Plats approved after the effective date of this code, and all individual parcels not included in approved Long Plat Subdivisions or Short Plats approved between October 26, 2006 and the effective date of this code, are subject to this Chapter, excluding all Sections that specifically provide standards for "Modified Slope Standard Developments".

17.10.320 – Definitions.

The following terms, when used within this chapter, shall have the following definitions:

A. "Alteration" shall mean modification of soil or vegetation by any means including mechanical, chemical application, or hand work, in any area designated, or having the

potential to be designated as a geologically hazardous area under the provisions of this chapter.

B. "Architect" shall mean a person licensed to practice architecture by the state of Washington.

C. "Best available science" shall be determined in accordance with the criteria established in WAC 365-195-900, et seq.

D. "Building official" shall mean the building official of the city of Sultan.

E. "Director" shall mean the community development director or his or her designee.

F. "General contractor" shall mean a bonded, insured and registered contractor in the state of Washington. A general contractor shall maintain state-required bonding and shall carry general liability insurance in the minimum amount of $1,000,000. The general contractor shall have a current valid state contractor's license with the state of Washington and a city of Sultan resident or nonresident business license, whichever is applicable.

G. "Geologically Hazardous Area(s)" shall mean landforms exhibiting one or more of the characteristics presented in Subsection 17.10.305 C. above.

H. "Geologist" means a practicing geologist licensed in the state of Washington as a licensed geologist in responsible charge, including experience with landslide evaluation.

I. "Geotechnical engineer" means a practicing geotechnical/civil engineer licensed as a professional civil engineer in the state of Washington as a geotechnical engineer in responsible charge, including experience with landslide evaluation.

J. "Landform" means a geologic feature characterized by physical attributes such as elevation, slope, orientation, stratification, rock exposure, and soil type.

K. "Landslide hazard areas" means areas potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors.

L. "Land surveyor" means a person who holds a Washington State land surveyor's license.

M. "Lead design professional" means the person designated by the applicant to oversee and coordinate the permit review process on behalf of the applicant.

N. "Minimized" or "Minimal" shall mean that the applicant has demonstrated to the satisfaction of the Building Official that the applicant has utilized best available science and commonly accepted engineering and architectural practice and has reduced, to the extent possible, the risks associated with development of the property.

O. "Modified Slope Standard Developments" means land within the boundaries of Long Plat Subdivisions and Short Plats, granted final approval by the ~~C~~city of Sultan between October 26, 2006, and January 23, 2014.

P. "Site" means the entire area within the boundaries, as described in a legal description, of the property that is to be developed under the permit for which the applicant has applied.

Q. "Slope" means the degree of tilt of a landform from the horizontal. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical relief.

R. "Stable" shall mean that the risk of damage to the proposed development, or to adjacent properties, from soil instability is within the minimum safety factors for the static and seismic conditions of at least 1.5 and 1.15 respectively and the Building Official has determined that the proposed development will not increase the potential for soil movement.

In order to meet the definition of "stable" the geotechnical report shall include identified hazards for the property and the mitigation measures proposed to reduce or correct the hazards along with measures taken to mitigate potential impacts from the remaining hazards, including all on- and off-site measures taken to correct or reduce the risk. These shall be fully disclosed to the applicant and future owners, heirs and assigns in the covenant required to be executed in accordance with provisions of this chapter, in which case the defined risk may be approved as an acceptable condition.

S. "Structural engineer" means a person licensed to practice structural engineering by the state of Washington.

T. "Structural fill" shall mean any fill placed below structures, including slabs, where the fill soils are intended to support loads without unacceptable deflections or shearing. Structural fill should be placed above unyielding native site soils compacted in accordance with an approved geotechnical report prepared utilizing best engineering science.

17.10.325 – Performance Standards – Alteration of Geologically Hazardous Areas.

A. Alteration of land with slopes over 40 percent shall be prohibited.

B. Alteration of slopes between 15 percent and 40 percent, and on slopes between 10 percent and 15 percent that have unstable soil or drainage characteristics, may be permitted pursuant to an approved critical area report and mitigation plan, developed according to the requirements of Section 17.10.345 that certifies the following:

1. The development will not increase or concentrate surface water discharge or sedimentation to adjacent sites beyond predevelopment conditions; and

2. The development will not decrease slope stability on the development site or on adjacent sites.

C. Development within a geologically hazardous area and/or buffer shall be designed to meet the following basic requirements. Alternative approaches may be allowed if it can be demonstrated through a geotechnical study that an alternative design that deviates from one or more of these standards provides greater long-term slope stability while meeting all other provisions of this chapter. The requirement for long-term slope stability

shall exclude designs that require regular and periodic maintenance to maintain their level of function. The basic development design standards are:

1. The proposed development shall not increase the risk of landslide occurrences;

2. Structures and improvements shall avoid geologically hazardous areas and other critical areas;

3. Structures and improvements shall minimize alterations to the natural contour of the slope; Foundations shall be tiered where possible to conform to existing topography;

4. Structures and improvements shall be located, and clustered, if appropriate, to preserve the most critical portion of the site and its natural landforms and vegetation;

5. The proposed development shall not result in greater risk to neighboring properties, or a need for increased buffers on neighboring properties;

6. The use of engineered retaining walls that allow the maintenance of existing natural slope area is preferred over graded artificial slopes. Engineered retaining walls shall not exceed 15 feet in height and preferably should be less than eight feet in height. Engineered retaining walls over eight feet in height shall be allowed by the director only when it can be demonstrated that no other reasonable alternative exists. Riprap retaining walls should not exceed eight feet in height. Wherever possible, retaining walls should be designed as structural elements of the building foundation;

7. Development shall be designed to minimize impervious lot coverage. Use of common access drives and utility corridors is encouraged;

8. Disturbed areas of a site not used for buildings, roads and other improvements shall be replanted promptly pursuant to an approved landscape plan.

9. Significant vegetation and habitat should be preserved to the greatest extent feasible.

10. Removal of vegetation from geologically hazardous area or related buffer shall be prohibited unless otherwise provided through an approved alteration plan.

11. Limited pruning or selective removal of dead, diseased or damaged branches; and limited removal of specified branches that block views as shown on a professionally prepared landscape plan may be approved by the director if the activity will not adversely affect slope stability; and

12. Seasonal Restriction. Clearing shall be allowed only from April 1st to October 31st of each year; provided, that the city may extend or shorten the designated seasonal restrictions on a case-by-case basis depending on actual weather conditions.

D. Utility Lines and Pipes. Utility lines and pipes, including stormwater conveyance lines, shall be permitted in geologically hazardous areas pursuant to Reasonable Use provisions of Section 17.10.390. Engineering designs are required for all such installations. Such designs shall address all geologic hazards, providing industry standard safety factors.

E. Point Discharges. Point discharges from surface water facilities and roof drains onto or upstream from a landslide hazard area shall be prohibited except as follows:

1. The discharge is conveyed via continuous storm pipe downslope to a point where the discharge will not create or contribute to erosion issues; or

2. The discharge is released at flow durations matching predeveloped conditions, with adequate energy dissipation, into existing channels that previously conveyed stormwater runoff in the predeveloped state; or

3. The discharge is dispersed upslope of the steep slope onto a low-gradient undisturbed buffer demonstrated to be adequate to infiltrate all surface and stormwater runoff, and where it can be demonstrated that such discharge will not increase the saturation of the slope.

F. Subdivisions. Applications for the division of land in geologically hazardous areas and associated buffers ~~is~~are subject to the following:

1. Land that is located wholly within a geologically hazardous area or its buffer may not be subdivided.

2. Land that is located partially within a geologically hazardous area or its buffer may be divided; provided, that each resulting lot has sufficient buildable area outside of, and will not affect, the geologically hazardous area and its buffer;

3. Access roads and utilities may be permitted within the geologically hazardous area and associated buffers if the director determines based on an approved critical area report and mitigation plan that the road will not increase the risk to adjacent sites and that no other feasible alternative exists.

4. Erosion control plans shall be required for all regulated activities within a geologically hazardous area. The erosion control plans shall be consistent with the provisions of the Stormwater Management Manual for Western Washington and prepared pursuant to a plan approved by the city engineer. A master drainage plan shall be prepared for large projects as required and approved by the city engineer.

5. Prohibited Development. On-site sewage disposal systems, including drain fields, shall be prohibited within a geologically hazardous area and related buffers.

17.10.330 – Performance standards – Geologically Hazardous Area Buffers.

In order to minimize the risk of damage to personal health and property due to a geologically hazardous area, a buffer of undisturbed vegetation as provided in this Section shall be maintained between all regulated activities and a geologically hazardous area. Activities, development and uses on sites containing geologic hazards shall meet the following buffer requirements:

A. A buffer shall be established from the top, toe, and edges of all slope or landslide hazard areas with 10 feet or more of vertical elevation change. The size of the buffer shall be sufficient to eliminate or minimize the risk of damage to persons or property resulting

from landslide and erosion caused in whole or part by the activity, development, or use as determined by the director based upon the director's review of and concurrence with the geotechnical report prepared by a qualified professional and consistent with the following criteria:

1. For landslide hazard areas with slopes from fifteen (15) to thirty nine (39) percent, the minimum buffer shall be equal to one-half the height of the slope or a minimum of twenty five (25) feet, whichever is greater. The buffer may be reduced by twenty five (25) percent or to a minimum of twenty five (25) feet, whichever is greater, when a qualified professional demonstrates to the director's satisfaction that the reduction will adequately protect the proposed development, adjacent areas, developments, uses, and the subject critical area;

2. For slopes from fifteen (15) to thirty nine (39) percent that are not landslide hazard areas there is no specified minimum buffer. The buffer will be established by a qualified professional to the director's satisfaction.

3. For slopes forty (40) percent or greater that are not landslide hazard areas, the minimum buffer shall be equal to the height of the slope or twenty five (25) feet, whichever is greater. The buffer may be reduced to a minimum of fifteen (15) feet when a qualified professional demonstrates to the director's satisfaction that the reduction will adequately protect the proposed development, adjacent areas and uses, and the subject critical area.

4. For landslide hazard areas with slopes forty (40) percent or greater, the minimum buffer shall be equal to the height of the slope or twenty five (25) feet, whichever is greater. The buffer may be reduced by fifty (50) percent or to a minimum of twenty five (25) feet, whichever is greater, when a qualified professional demonstrates to the director's satisfaction that the reduction will adequately protect the proposed development, adjacent areas and uses, and the subject critical area.

5. For slopes with a vertical elevation of twenty five (25) feet or less, the minimum buffer shall ab equal to one-half the height of the slope, regardless of the slope percent; provided that there are no other factors that pose a slope stability risk.

B. Development must maximize retention of existing vegetation in Geologically Hazardous areas and their buffer areas. Where removal of vegetation cannot be avoided in order to accommodate a permitted development or to stabilize a slope, an acceptable plan to fully revegetate and restabilize affected areas must be provided as part of the development application, and approved as a condition of any permit issued.

C. To improve the functional attributes of buffer areas, the director may require that the buffer be enhanced through planting of natural vegetation, in the form of ground cover, shrubs or trees to assists in stabilizing the ground surface.

D. The buffer shall be maintained and preserved through a protective easement or other appropriate permanent protective covenant recorded with the County in a form approved by the city and providing for any necessary ongoing monitoring and maintenance.

E. Structures shall be set back such that construction activities and outdoor living areas do not infringe upon the required buffer edge.

17.10.335 – Minimum required application submittals.

A. The applicant shall submit a complete plan set submittal and permit application and specifications for the proposed development consisting of the following:

1. Site plan with topography and planned building locations:

   a. Map scale, north arrow, legal description, tax account parcel numbers, easements, and lot property lines.

   b. Building plans with cross sections sufficient to show foundation design.

   c. Existing grade contour lines, at two-foot intervals.

   d. All distances between existing structures on the site and approximate distances of existing habitable structures on adjacent sites within 25 feet of property lines (all adjacent sites which could affect or be affected by the proposed development shall be shown).

   e. Lowest footing or basement slab elevation of existing and proposed structures on the property and on adjacent properties to the extent that such information is reasonably available, and proposed finish floor elevations. A cross section of the planned conditions is required.

   f. The location of existing sanitary sewers, stormwater drainage facilities, wells, piezometers, subsurface drains, and other sewer/drainage facility components on, and adjacent to, the site.

   g. The location of all existing underground utilities on, and adjacent to, the site including, but not limited to, telephone, cable television, gas, electric and water utilities, vaults, fire hydrants and other cables, wires, meters and drainage pipes.

   h. A separate topographical drawing shall be submitted showing proposed grade contours at two-foot intervals. This drawing shall include the bottom of proposed footing elevations including all stepped footing elevations.

2. Geotechnical Report including general and specific soils and geotechnical information developed pursuant to Section 1802 of the International Building, as that section now exists or may hereafter be amended by the State Building Code Council and/or the City of Sultan. (See subsection B. below for Geotechnical Report standards.)

3. Architectural and structural plans with design calculations~~,~~ stamped and signed by licensed design professionals of the State of Washington.

4. Owner and professional declarations.

5. Acknowledgment that the approval and issuance of permit may require obtaining bonds, covenants and contractor general liability insurance in accordance with the detailed requirements stated below.

B. The Geotechnical Report required in item 17.10.335(A)(2). above shall include the following:

1. An analysis of material gathered through appropriate explorations and an analysis of soil characteristics conducted by or under the supervision of the engineer in accordance with the standards adopted by the American Society of Testing and Materials (ASTM) or other applicable standards utilizing best available science.

2. The report must provide subsurface data to support the engineer's conclusions regarding slope stability. The minimum factor of safety for the static and seismic conditions shall be at least 1.5 and 1.15, respectively. The geotechnical engineer shall provide documentation of how the horizontal acceleration value was obtained and derivation of the safety factors.

3. The geotechnical engineer shall confirm that the planned improvements will adequately stabilize the site grades shown on the topography map, and shall verify the grades shown on the topography map based upon the geotechnical engineer's own site observations.

4. The geotechnical report may be specifically written for an individual lot or it may be written for a group of contiguous lots within the same landform.

C. If any item in subsection "B" above is inapplicable to a particular project, a letter or a report shall be provided to the director stamped by the appropriate licensed design professional, with sufficient information or data to demonstrate why the item is inapplicable. The director may utilize appropriate licensed consultants to determine if generally accepted engineering practice requires submission of an item otherwise not required in subsection B. above. When consultants are used to determine if generally accepted engineering practice requires submission of any otherwise required item, the cost of review shall be paid by the applicant.

D. The applicant shall submit, consistent with the findings of the geotechnical report, detailed structural plans with corresponding calculations prepared and stamped by the structural engineer of record. When architectural plans incorporate such structural details, said plans shall be stamped and signed by the structural engineer of record. All other architectural plans may be prepared by an architect, designer, builder or lay person.

E. The ~~City~~ city may require submittal of bonds, frozen funds, or other instruments of credit as a surety for improvements required as a condition of a permit for development in a Geologically Hazardous Areas or their buffers (see Section 17.10.380A).

F. Prior to final issuance of a permit for a project subject to surety provisions of this code, the applicant shall submit documentation of required bonds, frozen funds or other instrument of credit in a form satisfactory to the City Attorney and sufficient to guarantee construction of the improvements proposed to stabilize the site. The applicant shall submit a copy of the contractor's general liability insurance.

17.10.340 – Review to determine compliance with engineering practice and best available science.

A. The city may require professional peer review of the plan set submittals accompanying the permit application by a civil engineer, geotechnical engineer, and/or structural engineer as may be necessary and determined by the building official or director, in order to determine whether the plan set submittals were prepared in accordance with generally accepted engineering practice or the practice of the particular engineering or design specialty and are based upon best available science. The full cost of such peer review shall be paid in full by the owner/applicant within 30 days of billing by the city. Failure to make timely payments shall result in cessation of city plan review services on the application.

B. The professional peer review requirement set forth in Item A. above may be selectively waived at the reasonable discretion of the director, provided the responsible project geotechnical engineer, civil engineer or structural engineer provides written concurrence, determination, details, facts and/or data supporting the position that individual site conditions warrant an exemption from outside professional peer review. Once waived, the building official shall not be required to inquire further into the adequacy of any report, plans, or data, but rather may rely upon the submittals as warranted by the owner/applicant as if reviewed by the city's consultant. Nothing herein shall relieve the owner/applicant of the obligation to submit a complete application fulfilling all the requirements of this chapter and the IRC/IBC.

C. The determination of the peer review, regarding whether a submittal complies with generally accepted practice, is based on best available science, and/or requires revisions to comply with the same, shall be final and binding upon the applicant and director.

17.10.345 Critical area report requirements for geologically hazardous areas

A. A critical areas report for geologically hazardous areas must meet the geotechnical report requirements of this chapter including all of the following standards:

1. It shall address the area of the proposed activity and all geologically hazardous areas within 200 feet of the project area or that have potential to affect or be affected by the proposal;

2. It shall contain an assessment of geological hazards including at a minimum all of the following information:

   a. A description of the surface and subsurface geology, hydrology, soils, and vegetation found in the project area and in all hazard areas addressed in the report; an assessment of the geologic characteristics and engineering properties of the soils, sediments, and/or rock of the project area and potentially affected adjacent properties; a review of the site history regarding landslides, erosion, and prior grading; and an evaluation of the vulnerability of the site to seismic and other geologic events. Soils analysis shall be performed in accordance with accepted classification systems in use in the region.

   b. A recommendation for the minimum buffer and minimum building setback from all geologic hazards based upon the geotechnical analysis. The minimum buffer should not be less than those in Section 17.10.330.

c. When hazard mitigation is required, the report shall specifically address how the activity maintains or reduces the preexisting level of risk to the site and adjacent properties on a long-term basis (equal to or exceeding the projected lifespan of the activity or occupation). Proposed mitigation techniques shall be considered to provide long-term hazard reduction only if they do not require regular maintenance or other actions to maintain their function. Mitigation may also be required to avoid any increase in risk above the preexisting conditions following abandonment of the activity.

B. Where a valid geotechnical report has been prepared within the last five years for a specific site, and where the proposed land use activity and surrounding site conditions are unchanged, said report may be incorporated into the required critical area report. Further updated analysis may be required if site-specific conditions so warrant in the director's discretion. The applicant shall submit a geotechnical assessment detailing any changed environmental conditions associated with the site.

C. Geotechnical studies for properties containing more than one type of hazard area shall meet the report requirements for each relevant type.

D. Monitoring Surface Waters. If the director determines that there is a significant risk of damage to downstream receiving waters due to potential erosion from the site, based on the size of the project, the proximity to the receiving waters, or the sensitivity of the receiving waters, the critical area report shall include a plan to monitor the surface water discharge from the site. The monitoring plan shall include a recommended schedule for submitting monitoring reports to the director.

17.10.350 – Issuance and denial of permits.

A. Permit Issuance. In addition to the permit processes required for a particular project in any other applicable provision of the Sultan Municipal Code, all of the following requirements must be satisfied before any building, grading, fill or excavation permit will be issued in a geologically hazardous area under the provisions of this Chapter:

1. A geotechnical report has been submitted and approved;

2. Plans and specifications have been submitted incorporating the recommendations of the geotechnical report and said plans have been approved;

3. Any required declarations, disclosures, covenants and waivers have been submitted and approved;

4. Proof of any required bonds, cash deposits and general liability insurance have been submitted and approved by the city;

5. When peer review has been required, all submittals have been determined to have been prepared in accordance with generally accepted engineering practice;

6. Peer review concurrence for permit issuance has been received by the building official; and

7. All other applicable provisions of the Sultan Municipal Code, including but not limited to the other chapters of the Critical Areas Code, the Zoning Code, the Land Division Code, and the Stormwater Management Manual for Western Washington have been reviewed and approved by the appropriate city official.

B. Permit Denial. The reasons for permit denial shall be set forth in writing to the owner/applicant. In making a determination of permit denial, the director shall consider not only the land which is the subject of the application, but in addition, the surrounding area which may be adversely affected if the permit were granted. The following criteria shall result in the denial of issuance of any building, grading, fill or excavation permit:

1. The land on which any building, grading, filling, or excavation is proposed is in the determination of the director unsuitable for improvement due to excessively steep slopes, unsatisfactory foundation support, instability or unsuitable topography, that the applicant is unable to mitigate per the requirements in section 17.10.325; or

2. The resulting development would increase the potential of soil movement resulting in an unacceptable risk of damage to adjacent properties or an unreasonable risk of damage to the proposed development; or

3. Existing or increased conditions of unacceptable/excessive flooding, seepage, high water table, or inadequate drainage; or

4. Presence or increase of other hazardous conditions posing an unreasonable risk to public health, safety, or welfare; or

5. The noted site dangers or geologic hazards are not minimized to the extent possible by the use of best available science and generally accepted engineering and architectural practice.

C. Appeal. The director's decision on any permit issued under this chapter constitutes the City's final decision, and may be appealed only to Snohomish County Superior Court in accordance with the Land Use Petition Act, Chapter 36.70C RCW.

17.10.355 – Designation of "Modified Slope Standard Developments."

A. The remaining sections of this Chapter (Sections 17.10.355 through 17.10.385) provide for additional development requirements on steep slopes in subdivisions and short subdivisions granted final approval between October 26, 2006, and January 23, 2014. Such developments shall be referred to as "Modified Slope Standard Developments."

B. Development on slopes exceeding 40% in Modified Slope Standard Developments may be proposed, reviewed, and permitted under the provisions of Sections 17.10.355 through 17.10.385. These sections do not apply to any property outside of the boundaries of specifically approved Subdivisions and Short Subdivisions approved during this specific period of time.

C. All other properties in the ~~City~~city, whether an individually owned lot of record, or a lot inside of a Subdivision or a Short Plat approved prior to October 26, 2006, or a Subdivision or a Short Plat approved after the effective date of this code are not

"Modified Slope Standard Developments" and shall not apply for any development as Modified Slope Standard Developments.

17.10.360 – Alteration of Landslide Hazard Areas in Modified Slope Standard Developments.

A. Alteration of Landslide areas on slopes between 15% and 40% in Modified Slope Standard Developments shall be proposed and reviewed, under the provisions of Section 17.10.325.

B. Alteration of slopes for the purpose of construction of residential structures, or the infrastructure needed to support residential structures, on slopes exceeding 40% in Modified Slope Standard Developments shall be proposed and reviewed under provisions of Section 17.10.355 through 17.10.385.

C. Applications for alteration of slopes in Modified Slope Standard Developments and/or construction for purposes other than residential development or the infrastructure needed to support residential development in Modified Slope Standard Developments shall not be accepted for review.

17.10.365 – Studies and Reports Required for Modified Slope Standard Development Applications.

A. The geotechnical report for Modified Slope Standard Developments shall reference laboratory testing that will include ASTM Standard Tests sufficient to confirm the material properties used in design and the slope stability analyses. The report must provide subsurface data to support the engineer's conclusions regarding slope stability.

B. The geotechnical engineer shall confirm that the engineering design of the planned improvements will adequately stabilize the site grades shown on the topography map, and shall verify the grades shown on the topography map based upon the geotechnical engineer's own site observations. The geotechnical report may be specifically written for each individual lot or it may be written for a combination of multiple lots.

C. The applicant shall submit, consistent with the findings of the geotechnical report, detailed structural plans providing for stabilization and mitigation of identified slope hazards. This shall include corresponding calculations prepared and stamped by the structural engineer of record. When architectural plans incorporate such structural details, said plans shall be stamped and signed by the structural engineer of record. All other architectural plans may be prepared by an architect, designer, builder or lay person.

D. The plan set submittal shall include a statement from the geotechnical engineer who prepared the geotechnical report, stating that in his or her judgment the plans and specifications submitted for the project conform to the recommendations in the geotechnical report, and that the risk of damage to the proposed development, or to adjacent properties, from soil instability will be minimized subject to any conditions set forth in the report, and the proposed development will not increase the potential for soil movement.

E. For sites where the hazards are not mitigated or where the risks from deep-seated or large-scale earth movement cannot be practically reduced by individual lot owners, the geotechnical engineer shall prepare a statement identifying what design measures will be taken to mitigate the risk to structures, adjacent properties, and inhabitants in the event of deep-seated or large-scale movement. The statement shall specify any risks from earth movement that are not fully mitigated by design measures and include an opinion as to whether the site will be stable within the meaning of this chapter following installation of all proposed improvements.

17.10.370 – Review to Determine Compliance with Engineering Practice and Best Available Science in Modified Slope Standard Developments.

A. The city shall require professional peer review of the plan set submittals accompanying the permit application by a civil engineer, geotechnical engineer, and/or structural engineer as may be necessary and determined by the building official or director, in order to determine whether the plan set submittals were prepared in accordance with generally accepted engineering practice or the practice of the particular engineering or design specialty and are based upon best available science. The full cost of such peer review shall be paid in full by the owner/applicant within 30 days of billing by the city. Failure to make timely payments shall result in cessation of city plan review services on the application.

B. The professional peer review requirement set forth in Subsection A above may be selectively waived at the reasonable discretion of the director, provided the applicable project geotechnical engineer, civil engineer or structural engineer provides written concurrence, determination, details, facts and/or data that individual site conditions warrant an exemption from outside professional peer review. Once waived, the building official shall not be required to inquire further into the adequacy of any report, plans, or data, but rather may rely upon the submittals as warranted by the owner/applicant as reviewed by the city's consultant. Nothing herein shall relieve the owner/applicant of the obligation to submit a complete application fulfilling all the requirements of this chapter and the IRC/IBC.

C. The final recommendation of the peer review, regarding whether a submittal complies with generally accepted practice, is based on best available science, and/or requires revisions to comply with the same, shall be binding upon the applicant and building official.

D. As provided in 17.10.335(E), the applicant shall submit documentation of required bonds, frozen funds or other instrument of credit in a form satisfactory to the City Attorney and sufficient to guarantee construction of the improvements proposed to address all identified hazards. The applicant shall also submit a copy of the contractor's general liability insurance.

17.10.375 – Declarations, disclosures, covenants and waivers.

A complete application for development under provisions for Modified Slope Standard Developments shall include the following:

A. A written declaration with the permit application that includes the statement that the accuracy of all information is warranted by the owner/applicant in a form satisfactory to

the City Attorney and which releases and holds the city and its staff harmless from any liability associated with reliance on such submittals.

The declaration shall also state that the owner/applicant understands and accepts the risk of developing in an area with potential unstable soils and that the owner/applicant will advise in writing any prospective purchasers of the site, or any prospective purchasers or residential lessees of structures or portions of a structure on the site, of the slide potential of the area.

The owner/applicant shall also acknowledge that he, she or they understand and accept the need for future monitoring and maintenance of the property as described and called for in the final geotechnical report. While an application may reference the reports of prior public consultants to the city, all conclusions shall be those of the owner/applicant and his or her professionals.

B. Further recommendations signed and sealed by the geotechnical engineer shall be provided should there be additions or exceptions to the original recommendations based on the plans, site conditions or other supporting data. If the geotechnical engineer who reviews the plans and specifications is not the same engineer who prepared the geotechnical report, the new engineer shall, in a letter to the director accompanying the plans and specifications, express agreement or disagreement with the recommendations in the geotechnical report and state that the revised plans and specifications conform to the new recommendations.

C. A disclosure letter or notation on the design drawings by the structural engineer of record stating that he has reviewed the geotechnical report(s), that he understands its recommendations, has explained or has had explained to the owner/applicant the risk of loss due to slides on the site, and that he has incorporated into the design the recommendations of the report and established measures to reduce the potential risk of injury or damage that might be caused by any risk of earth movement referenced in the report. The statement shall note any risks, hazards, and potential problems from earth movement that are not fully mitigated by design measures.

D. The owner shall execute a covenant (in a form provided by the city and satisfactory to the City Attorney) to be submitted with the application (with necessary fee as provided in the City of Sultan Annual Fee Schedule) to be recorded with the Snohomish County auditor. The director shall cause such completed covenant to be so recorded. A copy of the recorded covenant shall be forwarded to the owner. This covenant shall be a covenant running with the land and bind the owner/applicant and his/her successors and assigns, and shall at a minimum include:

1. A legal description of the property;

2. A statement explaining that the site is in a potential earth subsidence and landslide hazard area; that the risk associated with the development of the site is set forth in permit file No. _____ with the city of Sultan building department; that conditions or prohibitions on development may have been imposed by the city in the course of permit issuance; and referencing any features in the design which will require maintenance or modification to address anticipated soil changes. The covenant shall incorporate by reference the statements and conditions to be observed in the form

proposed by the owner/applicant's geotechnical engineer, architect and/or structural engineer;

3. A statement waiving and releasing any and all claims by the owner/applicant, and promising to indemnify and hold harmless the city of Sultan, its officers, employees and City's contractors and consultants from any claims by the owner/applicant and/or any other person or entity may have for any loss or damage to people or property either on or off the site resulting from soil movement and arising from or out of the issuances of any permit(s) authorizing development on the site, as well as due to any act or failure to act by the indemnitor and/or its agents or successors in interest under or following issuance of the permit; and

4. The date of permit issuance and permit number authorizing the development.

17.10.380 – Site bonds and contractor general liability insurance for Modified Slope Standard Developments.

A. Site Bonding Requirements.

1. A surety bond, executed by a surety company authorized to do business in the state of Washington, as provided in Section 17.10.335 E., shall be posted by the owner/applicant or general contractor in the amount of 150% of the cost of required improvements as determined by the Applicant's landscape architect or engineer, and as accepted by the City Engineer. This amount shall be sufficient to assure the restoration of any areas on the site, or in the surrounding area, disturbed or damaged by slides during construction, and to ensure completion of the work authorized by the permit, or, if the work is not completed, to assure that the site and surrounding area will be restored to a safe and stable condition at least equal to the safety and ~~stability prior~~stability prior to commencement of work under the permit. The director will evaluate the characteristics of the site to determine if a surety bond is required and the amount of the bond. The bond will be exonerated upon occupancy approval of the building permit by the building official.

2. Structures, facilities, and activities subject to surety include, but are not limited to the following:

   a. Slope stabilization structures and landscaping/planting projects;

   b. Stormwater management and drainage features;

   c. Slope stability monitoring equipment and processes;

   d. Road and utility fixtures; and

   e. Similar features required for safe ongoing operation of the development and delivery of emergency services.

3. In lieu of the surety bond, the owner/applicant or general contractor may propose to file a cash deposit or an instrument of credit in a form satisfactory to the director in an amount equal to that which would be required in the surety bond, and similarly conditioned.

B. General Liability Insurance. The general contractor of record shall carry general liability insurance effective through issuance of the final certificate of occupancy in the minimum amount of $1,000,000, and which shall name the city as an additional insured, against any related injury, death, property damage and/or loss.

17.10.385 – Site access, professional/special inspection, monitoring during construction and final geotechnical report for development and residential construction in Modified Slope Standard Developments.

A. Site Clearing and Grading.

1. The owner/applicant or contractor for any type of development, including residential construction, shall secure the director's approval before entering a geologically hazardous site with excavating or other grading and clearing equipment to clear, remove trees or grade for any purpose, including the creation of access to the site.

2. The director may condition such access approval if warranted by site conditions and/or when discretionary approval permits are required. As part of the approval process the director may impose conditions that address site work issues; such measures could include but are not limited to limiting all excavation and drainage installation to the drier season between May and the end of September, or sequencing activities such as the installation of drainage systems well in advance of construction.

3. Requests for early site access in advance of building permit approval or in the time period between October 1st and April 30th for any purpose shall be submitted to the director accompanied by written concurrence of the owner/applicant's geotechnical engineer of record. The geotechnical engineer shall stipulate any additional precautions necessary to maintain site stability and control erosion.

4. The director may utilize peer review consultants to determine whether the request is based on generally accepted engineering practice and is reasonable with regard to time-frame to complete the work, types of equipment proposed to perform the work, length of exposure of slopes, and adequacy of site monitoring and temporary erosion control measures. When such peer review is utilized, the cost of such review shall be paid in full by the owner/applicant within 30 days of billing by the city.

B. Reporting Authority.

1. The owner/applicant shall retain a geotechnical engineer to monitor the site during construction. The owner/applicant shall preferably retain the geotechnical engineer who prepared the final geotechnical report in the plan set submittal and who has reviewed the approved plans and specifications.

2. If a different geotechnical engineering consultant is retained by the owner/applicant, the new geotechnical engineer shall submit a letter to the director stating that he or she has read all reports and recommendations and reviews to date, and state whether or not he or she agrees with the opinions and recommendations of the original geotechnical report and peer review comments.

3. Further recommendations, signed and sealed by the new geotechnical engineer, and supporting data shall be provided should there be exceptions or changes to the original recommendations that would affect the approved plans.

C. Construction Monitoring, Special Inspections.

1. During construction, the geotechnical engineer shall monitor compliance with the recommendations in the geotechnical report including: site excavation, shoring, temporary erosion control, soil support for foundation, piles, subdrainage installation, soil compaction and other geotechnical aspects of the construction.

2. The specific recommendations contained in the geotechnical report shall be implemented by the owner/applicant unless the director approves a modification that substantially complies with the recommendations in the geotechnical report.

3. The geotechnical engineer shall document any omission or deviation from the approved geotechnical report and plans in a separate report submitted to the director.

4. All reports shall be submitted directly to the city on a weekly basis for review. Failure to submit required reports shall be grounds for issuance of a stop work order.

D. Final Construction Report.

1. The geotechnical engineer of record shall prepare and submit to the director a final written report stating that, based upon his or her professional opinion, site observations and final site grading, the completed development substantially complies with the requirements of the geotechnical report and with all geotechnical-related permit requirements as shown on the approved plans. (For purposes of this subsection, "Substantially complies" means that the completed development provides at least the level of stability and safety, on- and off-site, that is called for in the geotechnical requirements and reports required under Sections 17.10.365 and 17.10.370). Recommendations to the owner/applicant shall be included in the report for future monitoring and maintenance of the property including drainage, tightlines, catch basins, berms, retaining wall drainage, hazard mitigation improvements, slopes, vegetation, and permanent erosion control that affect slope stability over time.

2. Occupancy of a residence shall not be granted until the required report(s) has been reviewed and accepted by the director.

17.10.390 – Reasonable Use.

A. If the application of this chapter would deny all reasonable use of the subject property, the property owner may apply for an exception pursuant to this section.

B. Exception Request and Review Process. An application for a reasonable use exception shall be made to the city and shall include all applicable analyses, reports, and plans required by this chapter in addition to the information required in this subsection.

C. The director shall determine whether an exception request shall be granted based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria set forth below. The director shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with all of the following reasonable use exception review criteria:

1. The application of this chapter would deny all economically viable use of the property;

2. No other reasonable use of the property has less impact on the critical area;

3. The proposed impact to the critical area is the minimum necessary to allow for reasonable economic use of the property;

4. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this chapter or its predecessor;

5. The proposal meets the review criteria set forth in this chapter;

6. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site; and

7. The proposal includes measures designed to mitigate critical area impacts to 24the extent reasonably feasible.

D. Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

Section 2. Repeal. Section 17.10.200 of the Sultan Municipal Code, Landslide Hazard Areas-Development Standards and Permitted Alterations, is repealed in its entirety.

Section 3. Moratorium Repealed. Ordinance 1191-14, an Ordinance enacting a building moratorium on the Plat of Timber Ridge, is hereby repealed in its entirety.

Section 4. Road Closure Remains in Effect. Resolution 11-01, a Resolution enacting closure of 141st St. SE (east of Sultan Basin Road) in the Plat of Timber Ridge, remains in effect and is not altered by repeal of Ordinance 1191-14.

Section 5. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of this code amendment.

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

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

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS _____DAY OF _____, ~~2014~~2015, AND SIGNED INTO AUTHENTICATION THIS _____DAY OF _____ ~~2014~~2015.

APPROVED:

_____

Carolyn Eslick, Mayor

APPROVED AS TO FORM:

_____

Danielle Evans, City Attorney

ATTEST/AUTHENTICATED:

_____

Laura Koenig, City Clerk

Introduction:
Final Action:
Posted:
Published:

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	SR – 2
DATE:	January 26, 2015
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
- 2015 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.

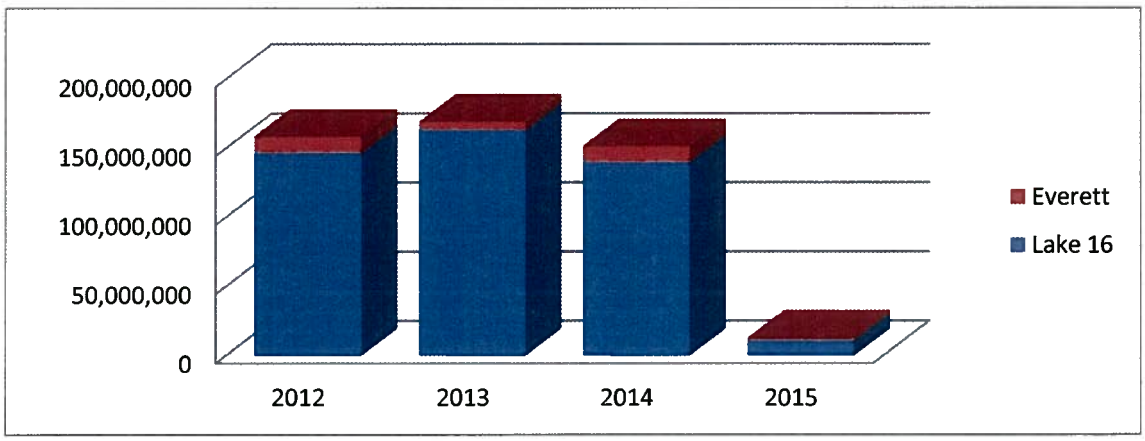
ATTACHMENTS:

Attachment A-1	Lake 16 vs. City of Everett Water Supply Comparison
Attachment A-2	Lake 16 Production for 2015
Attachment A-3	City of Sultan Water Plant Production Past 6 Years
Attachment A-4	Yearly Totals to Distribution System
Attachment A-5	2015 Water Meter Replacement Schedule
Attachment A-6	Everett Meter Readings for 2015
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 – No Report

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2012	2013	2014	2015
Lake 16	146,762,070	163,185,000	140,098,000	11,085,000
Everett	11,943,316	6,154,544	11,577,544	1,712,920
Total Gallons	158,705,386	169,339,544	169,339,544	12,797,920
% Everett	8%	4%	7%	13%



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	SODA ASH LBS
Jan-15	249.2	11,085,000	595,200	1,089,000	618,750	8,782,050	128.5	1.7	1,499	1,487	84.0	1,502.9
Feb-15						0						
Mar-15						0						
Apr-15						0						
May-15						0						
Jun-15						0						
Jul-15						0						
Aug-15						0						
Sep-15						0						
Oct-15						0						
Nov-15						0						
Dec-15						0						
TOTALS	**249.2**	**11,085,000**	**595,200**	**1,089,000**	**618,750**	**8,782,050**	**128.5**	**1.7**	**1,499**	**1,487**	**84.0**	**1,502.9**
AVERAGE	**249.2**	**11,085,000**	**595,200**	**1,089,000**	**618,750**		**128.5**	**1.7**	**1,499**	**1,487**	**84.0**	**1,502.9**

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

Attachment A-2

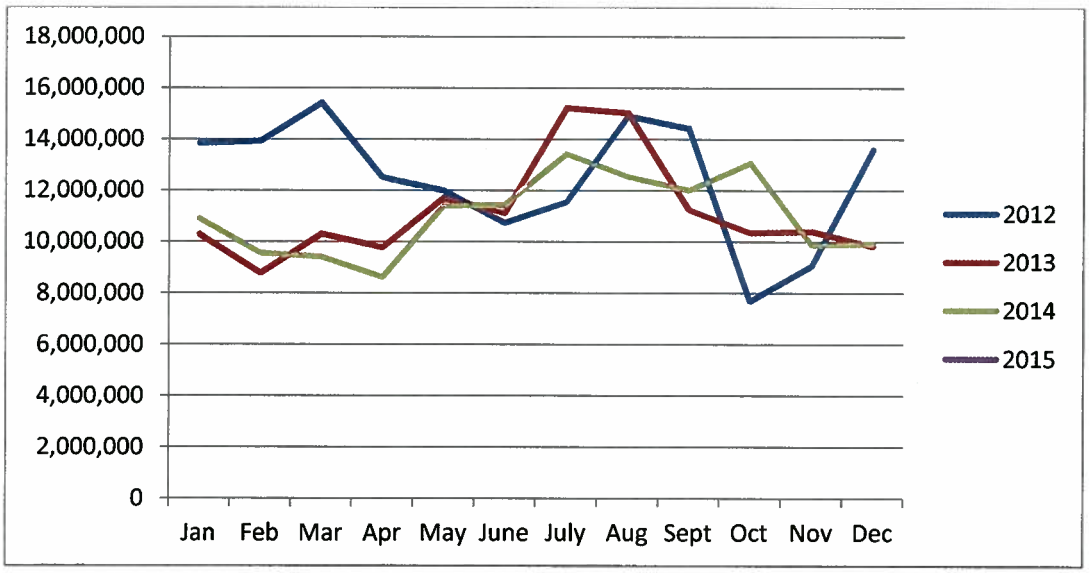
CITY OF SULTAN
Water Plant Production Past 6 years

	2010	2011	2012	2013	2014	2015
JAN	11,986,600	11,816,800	13,837,500	12,695,000	13,552,000	11,085,000
FEB	10,940,800	11,059,100	13,917,500	10,821,000	11,889,000	
MARCH	12,070,300	11,246,150	15,413,700	12,453,000	11,968,000	
APRIL	11,473,900	3,636,500	12,509,700	12,330,000	10,739,000	
MAY	12,080,100	0	11,994,500	14,516,000	14,191,000	
JUNE	10,055,300	0	10,721,850	13,654,000	14,036,000	
JUL	16,291,400	0	11,536,100	18,270,000	16,632,000	
AUG	16,332,850	0	14,897,550	16,369,000	15,095,000	
SEPT	11,716,200	0	14,403,400	13,820,000	14,458,000	
OCT	11,049,000	0	7,669,000	12,901,000	9,691,000	
NOV	11,755,700	4,359,500	9,048,000	13,074,000	10,339,000	
DEC	11,397,000	13,589,000	10,813,600	12,282,000	11,966,000	
AVG	12,262,429	4,642,254	12,230,200	13,598,750	12,879,667	11,085,000
TOTAL	**147,149,150**	**55,707,050**	**146,762,400**	**163,185,000**	**154,556,000**	**11,085,000**

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2012	2013	2014	2015
Jan	13,837,500	10,271,500	10,896,750	10,494,970
Feb	13,917,500	8,778,600	9,565,500	
Mar	15,413,700	10,295,800	9,414,140	
Apr	12,509,700	9,775,750	8,608,100	
May	11,994,500	11,709,190	11,414,350	
June	10,721,850	11,106,400	11,442,950	
July	11,536,100	15,208,100	13,420,500	
Aug	14,897,550	15,005,000	12,551,110	
Sept	14,403,400	11,235,750	12,015,410	
Oct	7,669,000	10,349,400	13,065,976	
Nov	9,048,000	10,396,050	9,876,190	
Dec	13,589,000	9,823,500	9,933,596	
TOTAL	**149,537,800**	**133,955,040**	**132,204,572**	**10,494,970**
AVG	**12,461,483**	**11,162,920**	**11,017,048**	**10,494,970**

ALL NUMBERS ARE IN GALLONS



2015 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Beginning Balance			**275**
Jan-15	3	25	272
Feb-15		25	
Mar-15		25	
Apr-15		25	
May-15		25	
Jun-15		25	
Jul-15		25	
Aug-15		25	
Sep-15		25	
Oct-15		25	
Nov-15		25	
Dec-15		25	
TOTAL	3	275	

Everett Meter Readings for 2015

DATE	PREVIOUS READING	CURRENT READING	TOTAL CUBIC FEET	TOTAL GALLONS	AVERAGE PER DAY
1/2/2015	177,821	178,598	77,700	581,196	18,748
2/5/2015	178,598	180,888	229,000	1,712,920	55,255
			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			**306,700**	**2,294,116**	**74,004**

CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2014 - 2015

	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-14	11,255	0.363	0.683	0.278	7.83	6.3	6.5	97.3	97.8	95,399	49.06
Feb-14	9,055	0.323	0.448	0.263	7.39	6.2	6.6	97.5	97.9	95,954	36.67
Mar-14	16,208	0.523	1.181	0.292	16.49	6.3	6.6	96.9	98.3	81,701	36.87
Apr-14	10,541	0.351	0.533	0.282	7.06	6.3	6.6	97.9	98.8	119,782	49.36
May-14	10,397	0.335	0.500	0.259	5.76	6.3	6.5	98.3	98.5	97,025	37.52
Jun-14	7,328	0.244	0.289	0.217	2.42	6.3	6.5	98.9	98.6	81,570	24.93
Jul-14	6,661	0.215	0.292	0.195	2.46	6.2	6.7	97.9	95.9	51,333	25.08
Aug-14	6,305	0.203	0.247	0.185	2.19	6.4	6.9	98.0	97.8	34,551	9.79
Sep-14	6,704	0.223	0.308	0.197	4.50	6.5	6.7	98.4	98.1	45,631	11.05
Oct-14	8,690	0.280	0.451	0.203	12.35	6.3	6.8	98.8	98.6	59,757	29.28
Nov-14	14,498	0.483	1.900	0.271	11.87	6.2	6.6	97.2	98.1	42,557	24.19
Dec-14	13,026	0.420	0.566	0.337	9.62	6.3	6.5	98.2	98.4	84,239	37.01
Jan-15	14,365	0.463	1.894	0.327	8.9	6.3	6.5	97.0	96.7	40,227	0.00
Feb-15											
Mar-15											
Apr-15											
May-15											
Jun-15											
Jul-15											
Aug-15											
Sep-15											
Oct-15											
Nov-15											
Dec-15											

2015 GARBAGE REPORT

	2014 TONS	2014 COST	2015 TONS	2015 COST
January	154.42	$16,216.00	145.33	$15,261.00
February	121.97	$12,809.00		
March	147.69	$15,509.00		
April	126.11	$13,248.00		
May	161.18	$16,930.00		
June	151.83	$15,943.00		
July	142.83	$15,001.00		
August	143.13	$15,030.00		
September	155.61	$16,233.00		
October	162.67	$17,079.00		
November	131.56	$13,797.00		
December	157.68	$16,558.00		
TOTALS	**1,756.68**	**$ 184,353.00**	**145.33**	**$15,261.00**

REPUBLIC SERVICES

City of Sultan
Customer Counts

Sector	Commodity	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Residential	Recycle	1,490	-	-	-	-	-	-	-	-	-	-	-	1,490
Commercial	Recycle	21	-	-	-	-	-	-	-	-	-	-	-	21
Multifamily	Recycle	4	-	-	-	-	-	-	-	-	-	-	-	4
Residential	Yardwaste	320	-	-	-	-	-	-	-	-	-	-	-	320
Commercial	Yardwaste	3	-	-	-	-	-	-	-	-	-	-	-	3
Multifamily	Yardwaste	1	-	-	-	-	-	-	-	-	-	-	-	1

City of Sultan
Tonnage

Sector	Commodity	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Commercial	Recycle	3.57	-	-	-	-	-	-	-	-	-	-	-	3.57
Multifamily	Recycle	2.86	-	-	-	-	-	-	-	-	-	-	-	2.86
Residential	Recycle	46.38	-	-	-	-	-	-	-	-	-	-	-	46.38
	Total Recycle	**52.81**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**52.81**
Commercial	Yardwaste	0.19	-	-	-	-	-	-	-	-	-	-	-	0.19
Multifamily	Yardwaste	0.04	-	-	-	-	-	-	-	-	-	-	-	0.04
Residential	Yardwaste	12.30	-	-	-	-	-	-	-	-	-	-	-	12.30
	Total Yardwaste	**12.53**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**12.53**

CEMETERY REPORT
BURIALS

103 Cemetery Operating Fund

Description	2015 BUDGET	2015 ACTUAL
Revenue		
Beginning Balance	0	5,187
Cemetery Fees	25,000	0
Investment Interest	100	0
Total Resources	25,100	5,187
Expenditures		
Total Expenditures	23,440	2,473
Ending Fund Balance	**1,660**	**2,714**

Burials	YTD 2015
Ash	0
Full	0

These numbers are January 2015 through January 2015

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 1

DATE: February 26, 2015

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the February 12, 2015 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:
Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – February 12, 2015

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

PRESENTATION:

The issue before the Council is to authorize the Mayor to sign the proposed Proclamation recognizing February 7-14, 2015 as Congenital Heart Defects Awareness Week in the City of Sultan. In the United States of America, Congenital Heart Defects (CHD) are the most frequently occurring birth defects and are the leading cause of birth defect-related deaths. In the United States of America, approximately 40,000 infants each year are born with CHD.
Congenital Heart Disease is being researched by numerous professionals, in an effort to more accurately determine its origin, physical signs and improve surgical options, and, as a result, the origins and symptoms of Congenital Heart Defects are becoming more easily identifiable.
Chris Caniparoli introduced her 16 month daughter, Briella, to the Council. Briella was born with three rare heart defects and has undergone open heart surgery. She is a very active child who continues to beat the odds smiling the whole time.
On a motion by Councilmember Davenport-Smith, seconded by Councilmember Seehuus, the Council proclaimed the week of February 7-14, 2015, as Congenital Heart Defects Awareness Week. All ayes.

COMMENTS FROM THE PUBLIC:

Bobbie Lewis: Mayor Eslick introduced the Bobbie Lewis, the city's new Utility worker who started on January 5th.

Kay George: Did not ask for reduced benefit for her six-plex. Business license fee was reduced for new business and the council has a request for further reductions.

COUNCILMEMBER COMMENTS

Beeler: Sheriff Ty Trenary attended the Block Watch meeting to discuss drug houses and why it looks like nothing is being done; hard to explain to the public the process; what can the council do to help? Need property management ordinance. PUD is changing out street lights to LED lights.
Chief Monte Beaton: They continue to work on the issues in Sultan that occur nationwide. Citizens have rights in their homes under the 4th and 14th amendments and they must proceed slowly. Takes time and citizens must understand the issues. Need ordinances to go after property owners to secure vacant properties to keep people out of the buildings.

Naslund: Citizens are calling PUD when the street lights are out. Community Awards Citizens of the year Dave Sivewright and Christina Nelson. Chamber dinner auction is April 4th; May 15th is lip sync. Met with representatives from Department of Commerce in Olympia this week regarding the pedestrian bridge and emergency operations center.

Neigel: Community Transit is conducting a nationwide search for new CEO; service expansion is continuing. Rob Beidler was promoted to Under Sheriff. Community task force meeting generated a request from the High School for him to provide the same training to their staff.

Davenport –Smith: Great presentation, their kids go to school together. AWC conference is coming up and she is scheduling meetings with state representatives. Would like the city to distribute information to the citizens about the siren and emergency drill.
Seehuus: Enjoyed the community awards.

CITY OF SULTAN COUNCIL MEETING – February 12, 2015

McCarthy: Mr. Neigel gave good talk on the Aces program. Some with lifelong problems can't actually be helped. Need a way to apply the fixes.

Renelle Addington: The High School music department is presenting Grease the Musical on February 19-21st.

Ken Walker, City Administrator: Thanked Councilmember Neigel for his presentation at the Community Task Force meeting. A lot of information was provided. Change community by changing at risk youth. Senior Center is serving lunch daily – great food. Sub-committee will start working on the nuisance code in the next month.

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

1) Police Report. Chief Beaton introduced the new Sultan Officer, Deputy Jeff Howerton.
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 Seehuus, the consent agenda was approved as presented. McCarty – aye, abstain on vouchers; Seehuus – aye; Walker – aye; Davenport-Smith – aye, Neigel – aye, abstained on the minutes; Naslund – aye; Beeler - aye.

1) Approval of the January 22, 2015 Council Meeting Minutes
2) Approval of Vouchers in the amount of $210,567.89 and payroll through January 30, 2015 in the amount of $88,316.55 to be drawn and paid on the proper accounts.
3) Resolution 15-01 - Surplus Phones
4) Proclamation – Congenital Heart Defects Awareness Week

ACTION ITEMS:

Fire Hydrant Art Project

The issue before the Council is to direct staff to partner with the Sky Valley Arts Council and Fire District 5 creating a Fire Hydrant Art Program in Sultan.

The City of Sultan owns 245 fire hydrants throughout the City. Staff has been looking into the possibility of partnering with the Sky Valley Arts Council and Fire District 5 to promote a program to enhance the arts program and promote the artists in the area. Fire Hydrant Art Projects have been established in many communities all over the United States, but a program has not been found in Washington yet.

Fire Hydrant Art will promote Community Development and pride in the community. When marketed correctly, it could lend to be an Economic Development Stimulant by creating walking tours for visitors to view the art. Staff met with Fire Chief Merlin Halverson and on behalf of Fire District 5, and approval was given for this project.

Discussion: Map of the painted hydrants when completed; tourist attraction; art council project.

On a motion by Councilmember Naslund, seconded by Councilmember Seehuus, staff was authorized to proceed with the project in partnership with the Sky Valley Arts Council Board of Directors. All ayes.

Laptop Purchase

The issue before the council is to approve and purchase lap top computers for the Council and Mayor. Twice a month, the City has council meetings which require agenda packets to be printed for each council member and the mayor. The packets use a tremendous amount of paper and staff time to prepare. The city will save money and staff time by not producing paper copies of the agenda packets and making the information available electronically.

Staff and our IT specialist from Goldbar Geek reviewed several types of computers and agreed with Goldbar Geek's recommendation.
On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, approval to purchase eight (8) lap top computers for the Council and Mayor for $2,351.92 plus tax was given. All ayes.

DISCUSSION ITEMS:

Time Allocation Report

The issue before the Council is review the allocation of salaries and benefits to the various operating funds for 2014.
As a part of the annual budget process, the Council adopted Resolution 13.06 providing for the allocation of wages and benefits to the various operating funds. The resolution requires at the end of the year, a final review of work programs and actual hours worked for each fund will be completed and budget adjustments will be made if required.
The Plan sets guidelines to determine direct and indirect costs for services provided by staff to the various funds. Based on time sheet submittals and the factors in the Cost Allocation Plan, staff has completed the year end review. The following is a summary of budget versus actual full time employees (FTE) for each fund:

2014 Allocation of Wages/Benefits		General Fund	STREET	CEMETERY	UTILITY WATER	UTILITY SEWER	GARBAGE	STORM WATER	BLDG MAINT	TOTAL
	Fund #	001	101	103	400	401	402	406	113	FTE's
Budgeted	FTE's	5.060	1.470	0.255	4.620	3.790	3.180	1.370	0.280	20.03
December 2014 Actual	FTE's	4.995	1.216	0.205	4.164	3.601	3.076	1.436	0.318	19.01
Increase/Decrease	FTE's	(0.06)	(0.25)	(0.05)	(0.46)	(0.19)	(0.10)	0.07	0.04	

Discussion: It appears the city is doing a good job on estimates for the budget.

Prosecutor Contract – RFQ

The city of Sultan has contracted for misdemeanor prosecution services, with the Snohomish County Prosecutor's Office since 1998. Since the original signing of the agreement, we receive yearly cost adjustments. Due to changing circumstances, staff believes it may be in Sultan's best interest to review the relationship and explore the possibility of contracting with an independent lawyer/firm for misdemeanor prosecution services.
Current concerns pertaining to the prosecution of property crimes have become a focus of the citizens of Sultan. There are questions about staffing levels within the Snohomish County Prosecutors office, and therefore the ability to bring prosecution of the individuals accused of these crimes. Staff believes that the city should explore alternatives.
Staff is aware that many other cities within Snohomish County contract with other private law firms for prosecution services. As stated above the, County has established a cost per type of case model, which is a flat fee per case. Private law firms have established an hourly rate formula which does not have a cap for costs per case.

There are several differences between the county's Interlocal agreement and the private law firm's contracts. Generally the private firms require a retainer, have a liability insurance requirement and have language dealing with "non-discrimination", "Ethical Coverage" or

"Conflict Services". These items will need to be addressed in any potential contract to be negotiated.

If Council would like to investigate private law firm services for prosecution, staff will need to develop a request for qualifications. It is anticipated that contracting with a law firm would be more expensive than the Snohomish County Prosecuting Attorney's office since the cost would be based on hours and not a flat fee per case.

Discussion: Great way to direct enforcement; more leverage; didn't know city had options; need most cost effect option; city can establish the threshold for prosecution. County is understaffed. Staff was directed to prepare the Request for Proposal / Qualifications process for private law firms.

PUBLIC COMMENTS

Ray George: In 1974 there was a show called Down the Road and one story was about a woman tired of looking at ugly fire hydrant and traveling around she found town with fire hydrants painted like soldiers.

Kay George: Sportsman's Club was incorrectly billed for a business license and she told people non-profits should not be billed. They were in the system before the city started using the state system and the problem needs to be fixed. (Staff advised that all applications are reviewed and if a non-profit pays in error, a refund is provided.

Bobbi Lewis: Was a paralegal for a while and worked with attorneys who do prosecutions – most plead out and require restitution.

COUNCIL RESPONSE TO COMMENTS

McCarthy: The Sportsman's changed their status and he advised them to note they were a non-profit;
Walker: Fire hydrant project is a great idea.
Neigel: With misdemeanor crimes, how can we require them to make up for what they have done?
Naslund: Excited about painting the fire hydrants; right track for prosecutors
Beeler: Need to put some restrictions on the fire hydrant painting.

Adjournment: On a motion by Councilmember Walker, seconded by Councilmember Naslund, the meeting adjourned at 8:30 PM. All ayes.

_____
Carolyn Eslick, Mayor

_____
Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 2

DATE: February 26, 2015

SUBJECT: Voucher Approval - 2015

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the vouchers for approval in the amount of $67,715.39 and payroll through February 13 2015 in the amount of $73,159.70 to be drawn and paid on the proper accounts.

FISCAL IMPACT: $140,875.09

RECOMMENDATION:
Approve the payment of vouchers as submitted.

City Of Sultan
Voucher Approval
February 26, 2015

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

_____
Laura J. Koenig, Clerk/Deputy Finance Director

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

Payroll Check #30232-33	$ 3,413.82
Direct Deposit #4	$ 25,304.69
Benefits Check #30227-31	$ 32,359.30
Tax Deposit #3	$ 12,081.89
Accounts Payable Checks #30234-80	$ 67,715.39
ACH Transactions - DOR	$ 0
TOTAL	$ 140,875.09

_____
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: 2/20/2015 - 2:10 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
20234	02/26/2015	amtest	AM Test	215.00	0
20235	02/26/2015	APA	American Planning Association	323.00	0
20236	02/26/2015	Aramark	Aramark Uniform Services - AUS We:	264.44	0
20237	02/26/2015	APP	Associated Petroleum Products Inc	565.67	0
20238	02/26/2015	bony	Bank of New York	53.64	0
20239	02/26/2015	Blueline	Blueline	3,041.25	0
20240	02/26/2015	Corin	Correctional Industries	717.96	0
20241	02/26/2015	dynacco	Dynacco	1,887.47	0
20242	02/26/2015	Elite	Elite Lock & Safe	822.18	0
20243	02/26/2015	EvDC	Evergreen District Court	927.70	0
20244	02/26/2015	FergSea	Ferguson-SeattleWW #1539	9,544.83	0
20245	02/26/2015	Frontier	Frontier	483.85	0
20246	02/26/2015	JGalt	John E Galt	875.00	0
20247	02/26/2015	GBGeek	Gold Bar Geek	1,491.84	0
20248	02/26/2015	Harmsen	Harmsen & Associates Inc	255.00	0
20249	02/26/2015	honeyb	Honey Bucket	183.50	0
20250	02/26/2015	Kenyon	Kenyon Disend PLLC	2,028.60	0
20251	02/26/2015	LesSchwa	Les Schwab Tire Center	1,998.64	0
20252	02/26/2015	lowes	Lowes	67.20	0
20253	02/26/2015	maraward	Marysville Awards	120.77	0
20254	02/26/2015	NorthSta	Northstar Chemical, Inc.	2,194.62	0
20255	02/26/2015	OASYS	Oasys Office Automation Systems	39.42	0
20256	02/26/2015	OfcDepot	Office Depot	646.95	0
20257	02/26/2015	PUD 1	PUD	4,295.95	0
20258	02/26/2015	PSE	Puget Sound Energy	977.49	0
20259	02/26/2015	RedApl	Red Apple Market	22.35	0
20260	02/26/2015	rh2	RH2 Engineering, Inc.	1,249.99	0
20261	02/26/2015	RLI	RLI Surety - Seattle	75.00	0
20262	02/26/2015	SCCFOA	Snohomish County Clerks/Finance	54.00	0
20263	02/26/2015	SCcorrec	Snohomish County Corrections	4,802.64	0
20264	02/26/2015	SCpubwor	Snohomish County Finance	15,261.00	0
20265	02/26/2015	SnoPlan	Snohomish County Planning and Deve	998.75	0
20266	02/26/2015	SCtomor	Snohomish County Tomorrow	832.00	0
20267	02/26/2015	SoundPub	Sound Publishing Inc	77.40	0
20268	02/26/2015	SoundT	Sound Tractor Co	206.32	0
20269	02/26/2015	Summit	Summit Research Labs	3,250.31	0
20270	02/26/2015	TSI	Technical Systems, Inc.	392.33	0
20271	02/26/2015	atrua	Aimee Lou Trua	1,980.00	0
20272	02/26/2015	USBank	US Bank	32.00	0
20273	02/26/2015	BluBook	USA Blue Book	2,836.65	0
20274	02/26/2015	UULC	Utilities Underground Location Center	21.56	0
20275	02/26/2015	visa	Visa	280.00	0
20276	02/26/2015	visa	Visa	152.50	0
20277	02/26/2015	visa	Visa	335.85	0
20278	02/26/2015	visa	Visa	52.77	0
20279	02/26/2015	DOL	Washington Department of Revenue	30.00	0
20280	02/26/2015	WLJ	White Lightning Janitorial	750.00	0
				$67,715.39	

PR4

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 02/17/2015 - 2:48PM
Batch: 2-2-2015
Include Partial: FALSE

Check Date	Check Number	Employee No	Employee Name	Amount
02/20/2015	0	001	Laura Koenig	2,005.88
02/20/2015	0	004	Donna Murphy	485.58
02/20/2015	0	007	Julie Addington	1,422.28
02/20/2015	0	010	Cynthia Sparks	1,473.93
02/20/2015	0	011	Janice Mann	1,130.14
02/20/2015	0	013	Rosemary Murphy	866.86
02/20/2015	0	015	Kenneth Walker	2,344.24
02/20/2015	0	016	Stacy MacGregor	1,525.20
02/20/2015	0	019	Michael Matheson	2,693.76
02/20/2015	0	020	Connie Dunn	2,012.06
02/20/2015	0	025	John Harris	1,788.73
02/20/2015	0	028	Todd Strom	1,554.98
02/20/2015	0	049	Victoria Forte	965.23
02/20/2015	0	120	Matthew Wood	1,487.45
02/20/2015	0	121	Jason Strauss	1,484.58
02/20/2015	0	125	Riley Edwards	885.25
02/20/2015	0	126	Bobbie Lewis	1,178.54
	Total Employees:	17	Total:	25,304.69

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 2/10/2015 - 9:54 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30227	02/10/2015	Retire	Department of Retirement	1,937.50	0
30228	02/10/2015	Retire	Department of Retirement	6,213.18	0
30229	02/10/2015	awcben	AWC Employee Benefit Trust	22,149.02	0
30230	02/10/2015	AWCben	AWC Employee Benefit Trust	24.00	0
30231	02/10/2015	WATeamTr	Washington Teamsters Welfare Trust	2,035.60	0
			Check Total:	32,359.30	

PR 4

Payroll

Computer Check Register

User: julie.addington
Printed: 02/17/2015 - 2:46PM
Batch: 00002-02-2015 Computer

Check No	Check Date	Employee Information		Amount
30232	02/20/2015	024	Michael Williams	2,031.60
30233	02/20/2015	029	James Barns	1,382.22
Total Number of Employees:	2		Total for Payroll Check Run:	3,413.82

CITY OF SULTAN
COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: C-3

DATE: February 26, 2015

SUBJECT: Application for the Consolidated Prevention Grant (CPG)

CONTACT PERSON: Donna Murphy Grants Coordinator

ISSUE:
The issue before the City Council is to authorize the Mayor to sign the necessary documents to apply for the Consolidated Prevention Grant (CPG) to offset the recycling costs of Sultan's Annual Cleanup Day.

SUMMARY:
For the past several years, the City of Sultan has applied for and received CPG grants to fund a portion of the recycling costs of Sultan's Annual Cleanup Day.

The amount the City can apply for is a predetermined amount based on the City's population. The City of Sultan's allocated amount for this 2 year grant cycle is $6,624.30.

For the past several years, the City of Sultan has applied for and received CPG grants to fund a portion of the collection and disposal of the recyclable materials collected at the City's Annual Cleanup Day.

FISCAL IMPACTS:
The CPG Grant requires a 25% in-kind match that is achieved by providing salaried staff and volunteers to work the event.

RECOMMENDED ACTION:

I move to authorize Mayor Eslick to sign the necessary documents to apply for a CPG Grant to fund the recycling elements of the 2016 and 2017 Cleanup Day Events in Sultan.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Action A-1

DATE: February 26, 2015

SUBJECT: Ordinance 1211-15 and 1212-15 - Community Development Department and Planning Board

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:
The issue before the council is to amend the city code to allow the city to operate with or without a Community Development Director, and have all planning board members reside within city limits or the Urban Growth Area. Currently The Community Development Department and Planning Department codes are combined. This action is designed to separate the functions into separate code sections.

STAFF RECOMMENDATION:

Adoption of Ordinance 1211-15, Community Development Department to allow the city to operate with or without a Community Development Director, and adoption of Ordinance 1212-15 to require all planning board members reside within city limits and or the Urban Growth Area.

SUMMARY:
The City of Sultan Code does not delegate duties in the absence of a Community Development Director. It also includes the creation and duties of the Planning Board which should be a separate chapter.

RECOMMENDED ACTION:
Adopt 1211-15 Ordinance 2.12 Community Development Department and 1212-15 Ordinance2.19 Planning Board.

ATTACHMENTS: A. Ordinance 1211-15 Community Development Department
B. Ordinance 1212-15 Planning Board

CITY OF SULTAN
WASHINGTON

ORDINANCE NO. 1211-15

AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, AMENDING SMC CHAPTER 12.17 REVISING THE COMMUNITY DEVELOPMENT DEPARTMENT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the city has established the Department of Community Development to consolidate planning, environmental and permitting functions and;

WHEREAS, the code does not delegate duties in the absence of a Community Development Director and;

WHEREAS, the current chapter includes the creation and duties of the Planning Board and in the best interest of the city, the Planning Board should be a separate chapter;

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

Section 1. Sultan Municipal Code Chapter 2.17 is hereby amended to read as follows:

Chapter 2.17
COMMUNITY DEVELOPMENT DEPARTMENT

Sections:
2.17.010 Department created.
2.17.020 Designation of department of community development as planning agency.
2.17.030 Position established.
2.17.040 Appointment.
2.17.050 Powers and duties of director.
2.17.060 Salary.
2.17.070 Senior planner and staff.

2.17.010 Department created.
There is created a separate administrative department in and for the city of Sultan entitled the department of community development, to consolidate all planning, environmental and permitting functions into a single department under the supervision of a director of community development and/or city administrator.

2.17.020 Designation of department of community development as planning agency.
The department of community development is hereby designated as the planning agency for the city of Sultan to perform all duties, directly or indirectly, by contract or agreement, required of a planning agency as imposed by law. Where provisions in the Revised Code of Washington or the city's municipal code reference a "planning agency" and/or "planning commission," from and after the effective date of the ordinance codified in this section, such references shall refer to the department of community development.

2.17.030 Position established.
There is established the position of director of the department of community development in and for the city of Sultan.

2.17.040 Appointment.
The mayor shall have the power of appointment and removal of the director of the department of community development. Such appointment and removal shall be subject to confirmation by a majority vote of the city council.

2.17.050 Powers and duties of director.
The powers, duties and responsibilities of the director of the department of community development, except where the director may act in a quasi-judicial manner, shall be subject to the direction, authority and supervision of the city administrator, and shall include, without limitation, the following:

A. Perform, or cause to be performed for the city, all duties as imposed under the Sultan Municipal Code on the city planner and/or zoning official;

B. Issue administrative determinations under the city's unified development code;

C. Serve as the city's designated official under the State Environmental Policy Act (SEPA);

D. Serve as the city's Shoreline Master Program Administrator;

E. Serve as the city's zoning official;

D. Perform directly or by designee all duties imposed on ~~officials~~ the director of the department of community development of the city of Sultan under **Sultan Municipal Code.** ~~SMC Titles 15, 16, 17, 21, and 22;~~

E. Appoint and supervise the performance of all staff ~~senior~~ planners and such permit technicians as authorized by the city's annual budget;

F. Except where he/she acts in a quasi-judicial capacity, supervise the performance of the city's building official and the city's code enforcement officer;

G. Participate in and prepare an annual budget for the department of community development; and

H. Cause to be performed the duties of the department of community development as established by this chapter.

2.17.060 Salary.
The director of the department of community development shall receive a salary in such amount as the city council may from time to time establish by ordinance for a permanent hire, and such amount as the mayor may negotiate and the council approve by resolution for an interim appointment. (Ord. 1091-10 § 1; Ord. 904-06 § 1)

2.17.070 ~~Senior~~ Staff planner and staff.

~~A senior planner~~Staff planner(s) and staff, as authorized by the city's budget, may be appointed by ~~director of the department of community development~~ **the Mayor and/or City Administrator**. **In the absence of a** director of department of community development, the staff planner shall have all of the powers and duties of the director of the department of community development.

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

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

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

CITY OF SULTAN

_____

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

_____

Laura Koenig, City Clerk

Approved as to form:

_____

Danielle Evans, City Attorney

Date of Publication:
Effective Date:

CITY OF SULTAN
WASHINGTON

ORDINANCE NO. 1212-15

AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, ADDING CHAPTER 2.19, PLANNING BOARD TO THE SULTAN MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Planning Board establishment was included in SMC 2.19 along with the creation of the Department of Community Development; and

WHEREAS, in the best interest of the city, the creation of a city position and policy board should be separate; and

WHEREAS, the City Council has the authority to establish the Planning Board and provide for terms, rules and set the powers and duties of the Planning Board;

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

Section 1. Sultan Municipal Code Chapter 2.19, Planning Board, is hereby added to read as follows:

2.19.080 Planning board.
There is hereby established a planning board consisting of five members.
The term "planning board" shall be synonymous with the term "planning commission" and either term may be used in referring to the planning board. The term "planning board member" shall be synonymous with the term "planning commissioner" and may be used interchangeably

2.19.090 Appointments to planning board.
All members of the planning board shall be appointed by the mayor and confirmed by the city council. Appointments shall be made in a nondiscriminatory manner, without regard to age, race, sex or political affiliation. Four members shall be registered voters who reside within the corporate limits of Sultan. One member may be a registered voter residing with the urban growth boundary as established by the comprehensive plan in effect at the of their appointment. Members shall serve withour compensation.

2.19.100 Terms of appointments to the planning board.
Appointments to the planning board shall be for a term of two years, unless the appointment is to fill the balance of an existing term, in which event the term shall be the balance of the term. Members may be reappointed for up to three consecutive terms, after which at least two years shall lapse before the same person shall be available for appointment for up to three additional terms, after which another two years shall lapse before the person is available for appointment to further terms on the same cycle.

2.19.110 Vacancy.

A member's position on the planning board shall be deemed vacant if a member resigns, or if a member misses 25 percent of the meetings, including regular meetings, workshops, joint meetings or other duly advertized meetings of the board, within a calendar year.

2.19.120 Removal from membership on the planning board.
A member of the planning board may be removed by the mayor for inefficiency, neglect of duty or malfeasance in office.

2.19.130 Meetings of the planning board.
The planning board shall ~~meet a minimum of twelve(12) times per year~~ hold at least one regular meeting in each month for not less than nine (9) months in each year, and conduct such other meetings as required to complete the duties assigned to the planning board by the City Council. Notice of said meeting shall be issued by the director in accordance with the requirements of law. Each January, the board shall set the schedule of regular meetings for the year.

2.19.140 Quorum for meeting of the planning board.
The presence of a minimum of three members shall constitute a quorum. Except to adjourn, no action may be taken in the absence of a quorum. Final action of the planning board in the form of a recommendation shall require the affirmative vote of a majority of the members present when a quorum has been established. Any meeting called and cancelled due to a lack of quorum shall constitute a meeting and count towards the required number of yearly meetings.

2.19.150 Rules and regulations.
The planning board may adopt rules and regulations for the conduct of its affairs. In the absence of any such rules and regulations, the planning board shall follow the most analogous rules used either by the city council for its meetings or by the city's hearing examiner.

2.19.160 Powers and duties.
A. The planning board is to act as an advisory body to the city council on the comprehensive plan, development standards as presented in the zoning code, subdivision code, and related land use codes of the city, and other matters related to land use as delegated by the city council. The planning board has a role in seeking information from and taking information to the community;

B. In consultation with the director of community development, the planning board shall review and monitor the city's comprehensive plan and development regulations, both as defined in the Growth Management Act of the state of Washington, to establish a list of tasks to be undertaken to keep the city's comprehensive plan and development regulations up-to-date and in compliance with the Growth Management Act;

C. In consultation with the director of community development, the planning board shall implement a public participation process and conduct such public meetings and hearings as required to fulfill the city's public participation obligations under Chapter 36.70A RCW;

D. In consultation with the director (of community development), the planning board shall develop Sultan's comprehensive plan and/or updates and amendments thereto, and revise development regulations that implement its comprehensive plan and make recommendation concerning the same to the director of community development and to the city council;

E. In consultation with the director of community development, the planning board shall annually make a recommendation for training and assistance to the board and a budget request to the city council.

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

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

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

CITY OF SULTAN

_____

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

_____

Laura Koenig, City Clerk

Approved as to form:

_____

Danielle Evans, City Attorney

Date of Publication:
Effective Date:

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Action A 2

DATE: February 26, 2015

SUBJECT: Ordinance 1213-15, Garbage Service

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue before the council is an amendment to SMC Chapter 13.16 regarding garbage service.

SUMMARY:
Effective February 1, 2015, the city changed the garbage service from residential can collection to a city provided toter collection. SMC Chapter 13.16 sets out the requirements for use of the garbage collection service, type of container and frequency of collection.

Ordinance 1213-15 is a housekeeping amendment to be consistent with the new garbage collection system.

RECOMMENDED ACTION:
Adoption of Ordinance 1213-15

Attachment: 1. Ordinance 1213-15

CITY OF SULTAN
WASHINGTON

ORDINANCE NO. 1213-15

AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, AMENDING CHAPTER 13.16 REGARDING GARBAGE COLLECTION AND SERVICE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in February 2015, the city implemented a new system for providing garbage service to city residents and business; and

WHEREAS, the city provides garbage toters to all residents to be used for refuse collection; and

WHEREAS, this non-project action is exempt from SEPA review as a categorical exemption under WAC 197-11-800(19) Procedural actions;

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

Section 1. Sultan Municipal Code Chapter 13.16.040, 13.16.050 and 13.16.060 are hereby amended to read as follows:

13.16.040 Use of system required.
Every owner or occupant of premises within the city of Sultan is required to use the garbage collection and disposal system provided by the city.

13.16.050 Accumulation prohibited ~~—Can~~Toter/dumpster requirements.
A. It is unlawful for any person, owner or occupant of any lot, yard, place, store, residence or premises of any kind, to suffer, allow or permit slops, decaying animal or vegetable matter, garbage, ashes, tin cans, discarded crockery or other substances to accumulate on any such premises and it shall be the duty of every owner or occupant of any such premises having any such garbage or refuse to place such garbage or refuse in ~~32-gallon cans~~ a 64 gallon toter provided by the city of good repair or dumpsters with tight close-fitting lids. Garbage cans may not exceed ~~32-gallon~~ 64 gallon capacity, or weigh in excess of ~~60~~120 pounds and shall be sufficient in size and number to contain all garbage accumulated between dates of removal. Controlled compost sites are allowable.

B. Cans shall be placed adjacent to the curb or a convenient location for collection. Dumpster(s) must be placed on a solid concrete or asphalt pad measuring no less than eight feet by 10 feet, located for access by the garbage collection service.

C. All excess garbage must be placed in a ~~32-gallon can~~ pre-paid garbage bag provided by the city.~~of good repair with a tight-fitting lid~~.

D. All animal waste shall be double-bagged and securely closed.

13.16.060 Frequency of collection.
Collection and disposal of garbage from all premises within the city of Sultan on which a residence ~~or place of business~~ is located shall be made~~ once each week~~ bi-weekly.~~,~~ ~~and~~

Collection and disposal of garbage from all premises within the City of Sultan on which a business is located shall be made once each week.

Ffurther collection and disposal of garbage may be made whenever in the judgment of the city supervisor such collection and disposal is necessary or advisable in order to keep any of the premises within the city of Sultan, whether vacant or occupied, clean and sanitary. (Ord. 304 § 3(c), 1964)

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

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

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

CITY OF SULTAN

_____

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

_____

Laura Koenig, City Clerk

Approved as to form:

_____

Danielle Evans, City Attorney

Date of Publication:
Effective Date:

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: **A-3**

DATE: February 26, 2015

SUBJECT: Re-adoption of Chapter 17.10.300 Geological Hazards Area Code

CONTACT PERSON: Stacy MacGregor, Senior Planner

ISSUE:
First reading of Ordinance 1210-15, re-adopting Chapter 17.10.300Geological Hazardous Areas Code

PLANNING BOARD:
The Planning Board was briefed at their February 17, 2015 meeting that this code had been adopted by Council absent a public hearing and the required public hearing would come before Council at their next available meeting.

STAFF RECOMMENDATION:
The City Attorney advised proceeding directly to Council for public hearing due to the fact that Council has already adopted this code. Staff recommends that Council, after considering the staff report and input received at the public hearing under Agenda Item PH-1 of this agenda packet, undertake the first reading of Ordinance No. 1210-15 and proceed to directly to adoption absent testimony that would warrant further consideration, revisions, or a second reading of this code.

DISCUSSION:
The Council is referred to agenda item PH-1 for a full presentation of the background on this proposal. Attachment A to agenda report PH-1 provides the text of the Ordinance under consideration and the body of amendments to Chapter 17.10.300.

ACTION:
Council action at this time is to consider the public input received at the hearing for agenda Item PH-1, provide for the first reading of Ordinance 1210-15 and proceed to adoption.

ALTERNATIVES:
Council alternatives on this proposal are as follows:

1. Move for first reading of Ordinance 1210-15 and schedule it for second reading on the Consent Agenda for the Council Meeting of March 12, 2015.
2. Direct staff to make changes to the proposedChapter 17.10.300 and return at a later date for consideration of the proposed ordinance.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-4

DATE: February 26, 2015

SUBJECT: Gray & Osborne Consultant Agreement for Professional Services – Date Avenue Project

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

ISSUE:

The issue before the council is to authorize the Mayor to sign a contract with Gray & Osborne, Inc. to provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the Date Avenue project from 4th Street to approximately 150 feet east of 5th Place.

The fee to complete these services is not to exceed $50,500.00 without prior written authorization by the City Council.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with Gray & Osborne, Inc. to provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the Date Avenue project for an amount not to exceed $50,500.00 without prior written authorization by the City Council.

SUMMARY:

The City of Sultan has recently received grant funding of $244,530.00 for the design and full depth reclamation of Date Avenue from the Transportation Improvement Board. The City is also planning to replace the existing asbestos cement water line and water services and either replace or line the existing sanitary sewer main.

City staff invited three engineering consulting firms to prepare a Letter of Interest. All three consulting firms responded. The firms in alphabetical order were:

- Blueline Group
- Gray & Osborne
- Skillings Connolly

Staff rated each firm's qualifications and Gray & Osborne was selected as the most qualified consulting engineering firm for this project.

The purpose of the contract is for Gray & Osborne and its sub consultants to provide engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the following:

- Full depth reclamation of Date Avenue from 4th Street to approximately 150 feet east of 5th Place. Cement Treated Base will be considered.

- Reconstruction of curb ramps, curb and gutter (isolated locations) and sidewalks (isolated locations) as necessary to meet current ADA requirements.

- Minor storm drainage modifications (as determined during the design) and minor utility adjustments (raising castings to grade).

- Replacement of existing asbestos-cement water main with 8-inch ductile iron water main pipe. This also includes the replacement of fire hydrants and water services within the project limits.

- Investigation of the condition of the existing sanitary sewer. Develop and provide recommendations for rehabilitating the sanitary sewer main (lining or replacement). This also includes the replacement of side sewers within the right-of-way and new manholes, as required.

The scope of work with Gray & Osborne includes the following tasks:

Task 1 – Project Management
Task 2 – Survey & Mapping
Task 3 – Geotechnical
Task 4 – Project Funding Agency Coordination (TIB)
Task 5 – Environmental Permitting
Task 6 – Utility Data Acquisition

Task 7 – Preliminary Design
Task 8 – Public Involvement Process
Task 9 – Semifinal Design Document Preparation (90 Percent)
Task 10 – Final Design Document Preparation (PS&E)
Task 11 – Quality Assurance/Quality Control
Task 12 – Bid & Award Services

It is important to note the contract does not include construction management or inspection services for this project. These services will be necessary and provided either by Gray & Osborne, Inc. through a Supplemental Agreement or another consulting engineering firm through a separate contract.

FISCAL IMPACT:

Transportation/Storm Drainage
The $244,530.00 Transportation Improvement Board grant will only pay for road and drainage design and construction improvements, but **will not** pay for sanitary sewer or water design or construction.

The grant agreement with the Transportation Improvement Board stipulates the maximum amount of TIB funds that are available for design ($28,215.00). The agreement also requires the City provide at least a ten percent match for design and construction.

Transportation/Drainage Design Funding Available	
TIB Design Funds for Date Avenue	$28,215.00
Required City Match for Design of Date Avenue	$3,285.00
Total	**$31,500.00**

The City's 2015 Capital Budget designated $3,200.00 for the required City match. The City has adequate REET2 funds to resolve the $85.00 difference.

Gray & Osborne's proposed fee is $31,500.00 for the design of the transportation and storm drainage related improvements which matches up with the available funding.

Water & Sanitary Sewer
The City's 2015 Capital Budget designated $22,500.00 for the water and sewer design for the Date Avenue project.

Water & Sanitary Sewer Design Funding Available	
2015 City Water & Sanitary Sewer Capital Funds for Design	$22,500.00
Total	**$22,500.00**

The water and sewer related elements of Gray & Osborne's proposed contract is $19,000.00, so the design element is fully funded.

ALTERNATIVES:

1. Authorize the Mayor to sign a contract with Gray & Osborne, Inc. to provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the Date Avenue project for an amount not to exceed $50,500.00 without prior written authorization by the City Council.
2. Do not authorize the Mayor to sign a contract with Gray & Osborne, Inc. and direct staff to areas of concern.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Gray & Osborne, Inc. to provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the Date Avenue project for an amount not to exceed $50,500.00 without prior written authorization by the City Council.

ATTACHMENTS:

Attachment A	Consultant Selection Memorandum
Attachment B	Consultant Agreement

Memorandum

To: File

CC: Ken Walker, City Administrator

From: Mick Matheson, P.E. Public Works Director

Date: 2/3/2015

Re: Date Avenue (4th Street to 150' east of 5th Place) Consultant Selection

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I contacted Municipal Research and Services Center of Washington (MRSC) to receive guidance on consultant selection. Consultants that provide professional services (e.g. engineers and architects) for public works projects must be selected based on their qualifications.

The MRSC maintains a roster of consulting engineering firms on their website. Each firm on the roster lists their qualifications. For a project of this size and scope, MRSC recommended reviewing the qualifications of three to five consulting firms listed on the MRSC roster and making a consultant selection based on specific criteria for this project.

I sent a Request for Letters of Interest to Gray & Osborne, The Blueline Group, and Skillings Connolly on January 9, 2015 (copy attached). The selection criteria as presented in the Request for Letters of Interest is shown below:

Selection Criterion	Maximum Points
o Understanding of Project	20
o Suggested Approach	30
o Key Personnel Knowledge & Expertise	20
o Key Personnel Experience on Similar Projects	10
o Key Personnel Experience working with the Transportation Improvement Board	15
o References	5
Total	100

	Gray & Osborne	The Blueline Group	Skillings Connolly
Understanding of Project (Max 20 pts.)	20	20	20
Suggested Approach (Max 30 pts.)	29	28	28
Key personnel Knowledge & Expertise (Max 20 pts.)	19	19	19
Key Personnel Experience on Similar Projects (Max 10 pts.)	9	9	9
Key Personnel Experience working with the TIB (Max 15 pts.)	14	13	13
References (Max 5 pts.)	5	5	5
Total score	96	95	95

Based on this selection criteria, I chose Gray & Osborne as the most qualified consultant.

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND GRAY & OSBORNE, INC.

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Gray & Osborne, Inc. (hereinafter referred to as "Service Provider"), doing business at 701 Dexter Avenue North, Suite 200, Seattle, WA 98109.

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

WHEREAS, the City desires to contract with Service Provider for the provision of such services for the preparation of bid documents for the Date Avenue Improvement Project, and Service Provider agrees to contract with the City for same;

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

TERMS

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

2. **Payment.**

   A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, but not more than a total of fifty thousand five hundred dollars ($50,500) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

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

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

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

4. **Project Name**. Date Avenue Improvement Project

5. **Duration of Work**. Service Provider shall complete the work described in Exhibit A on or before August 1, 2015.

6. **Termination**.

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

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

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

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

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

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

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

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

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

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

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

4. *Professional Liability* insurance appropriate to the Contractor's profession.

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

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

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

3. *Professional Liability* insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

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

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

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

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

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

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

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

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his or her duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

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

    C. All reports, designs, drawings and specifications prepared by the Service Provider, as provided under this Contract shall be and do become property of the City upon payment to the Service Provider his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Service Provider by the City on extensions of this project or on any other project without the written permission of the Service Provider shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Service Provider from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Service Provider's instruments of service by the City or by others acting through the City.

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

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

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

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

18. **Resolution of Disputes, Governing Law, Venue**. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.

19. **Severability**. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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

Dated this day of , 20

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

GRAY & OSBORNE, INC.

By: Thomas M. Zerkel
Title: President
Taxpayer ID #: 91-0890718

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Thomas M. Zerkel, P.E.
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, WA 98109
Phone: (206) 284-0860
Fax: (206) 283-3206

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

EXHIBIT A

SCOPE OF SERVICES

CITY OF SULTAN
DATE AVENUE IMPROVEMENT PROJECT

INTRODUCTION

The City of Sultan, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to reconstruct a portion of Date Avenue, more specifically a 600-foot section of roadway from 4th Street to 150 feet east of 5th Place. This portion of the project is here referenced to as Schedule A: Street and Sidewalk Improvements. This portion of the project is eligible for TIB financial support (grant) per the terms and conditions of the City's interlocal agreement. Additionally, the City desires to make certain utility improvements to the City-owned water and sanitary sewer systems. This portion of the project is herein referred to as Schedule B: Water and Sewer Improvements. Schedule B is not eligible for reimbursement from the TIB and is to be paid for in its entirety by the City. All costs associated with this schedule of work will be tracked and invoiced accordingly. The project is described in more detail below.

Schedule A: Street and Sidewalk Improvements

- The alignment, profile, and cross section of the new improvements will generally match the existing conditions and include two travel lanes and two parking lanes.

- Develop and provide recommendations for pavement rehabilitation options. Cement treated base (CTB) will be considered.

- Reconstruction of curb ramps, curb and gutter (isolated locations), and sidewalks (isolated locations) as necessary to meet current ADA requirements.

- Minor storm drainage modifications (as determined during the design) and minor utility adjustments (raising castings to grade) will provided.

- Unless otherwise directed and approved by the City and TIB, the project will be designed in conformance with the TIB grant application as funded.

Schedule B: Water and Sewer Improvements

- Replacement of an existing asbestos-cement water main with a new 8-inch ductile iron water main. This also includes the replacement of fire hydrants and water services within the project limits.

- Investigate the condition of the existing sanitary sewer. Develop and provide recommendations (memo format) for rehabilitating the sanitary sewer main (lining or replacement). This also includes the replacement of side sewers within the right-of-way and new manholes, as required.

The engineering and related services contemplated for this project will generally include topographic survey and mapping, a geotechnical investigation, television inspection of the existing sanitary sewer main, identifying right-of-way and potential right-of-way needs, developing conceptual drawings, conducting a public involvement process, coordinating with funding and regulatory agencies, and developing detailed project cost estimates. It is the intent of this contract to merge the TIB-funded road project and City-funded utility project into one set of bid/construction documents with separate schedules of work (for accounting purposes).

SCOPE OF WORK

Our scope of work is more fully detailed below.

Task 1 – Project Management

Objective: Provide overall project management of Gray & Osborne resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

<u>Consultant Responsibilities</u>

1. Contract execution, internal accounting, and auditing.

2. Internal resource management and prioritization of resources.

3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.

4. Subconsultant coordination and their contract administration.

5. Preparation of monthly progress reports (to be submitted with monthly invoices).

6. Manage and oversee the schedule of deliverables.

Assumptions

1. Gray & Osborne will provide standard Gray & Osborne-formatted invoices identifying personnel, hours, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.

2. Gray & Osborne will transmit a monthly progress letter with each monthly invoice.

3. QA/QC meetings will occur at 60 percent and 90 percent levels (see Task 11).

City Responsibilities

1. Review and process monthly invoices in a timely fashion.

2. Participate in QA/QC process, as desired.

Deliverables

1. Monthly reports identifying major work items completed during the invoice period and identification of any impacts to the schedule of deliverables, scope, and/or budget.

2. Monthly invoices.

3. Original and/or courtesy copies of electronic mail, letters, photographs, etc., applicable to the development of the project.

Task 2 – Survey and Mapping

Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support the design and mapping of project corridor. Work shall also identify existing right-of-way lines of Date Avenue (within project limits) and all intersecting public rights-of-way (streets and alleys). It will also include property lines. Property lines will be shown at their approximate locations based on existing information (assessor maps). Mapping products shall further identify property addresses of adjoining properties as well as the ostensible owner's name (County Assessor-provided information).

Consultant Responsibilities

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City). This work includes researching and identifying property owners (of record at County Assessor's office) and addresses of properties.

2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=5' vertical. Datum will be per City of Sultan standards/requirements (vertical datum shall be NAVD 88). Coordinate survey work with City of Sultan Public Works Department. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within the project area.

3. Perform topographical survey of project corridor, including all street intersection "legs" and adjacent driveways (up to 50 feet). Acquire topographical data (including paint marks furnished by Applied Professional Services, Inc. (APS) – see Task 6) within the right-of-way and approximately 10 feet beyond the right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Topographical data shall include establishing surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, hydrants, valves, fences, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.

4. Map survey data and show pertinent topographical features and existing right-of-way of Date Avenue (within project limits).

Assumptions

1. The City may elect to notify abutting property owners within the project corridor and alert them of our survey work. The City will be provided an opportunity to notify property owners and the Consultant shall give the City a 5-day minimum notice prior to commencing survey on site.

2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired or mapped. Gray & Osborne assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access. The City may, at its

discretion, provide notification to abutting property owners regarding site survey access.

3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.

4. City-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.

5. It is the intent of the survey and mapping efforts to record and map all pertinent physical features and topography in order to facilitate the design of the project as currently contemplated.

6. No right-of-way acquisition, to include title reports, right-of-entry agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations, or conveyance documents are included in this scope of work.

City Responsibilities

1. The City will support survey efforts regarding notification to and inquiries from private property owners.

2. The City Public Works Department will provide to the Consultant any pertinent survey control information they may have in their possession.

3. The City will specify the survey datum to be used for the project.

Deliverables

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.

2. Hard copy and electronic file of survey mapping products.

Task 3 – Geotechnical

Objective: Provide the services of a qualified geotechnical engineer to provide limited geotechnical services to aid in the development of design products.

Subconsultant (PanGEO, Inc.) Responsibilities

1. *Site Reconnaissance* – PanGEO will conduct a reconnaissance along the project alignment to observe surface conditions that could impact the

proposed improvements. During the reconnaissance, PanGEO will mark test pit locations for utility locates (see Item 2, below). PanGEO will coordinate the test pit locations with the City and Gray & Osborne. After completion of the site reconnaissance, PanGEO will prepare an exploration plan for review prior to the test pit excavation.

2. *Subsurface Explorations* – PanGEO will evaluate three to four test pits for this project. The actual number of test pits and test pit locations will be determined jointly with Gray & Osborne and the City at a later date. The test pits will be excavated to a maximum depth of about 10 feet. The test pits will be excavated and the disturbed areas will be restored by the City. Traffic control, as needed, will also be provided by the City.

3. *Laboratory Tests* – Laboratory tests will be conducted on representative soil samples. Specifically, natural moisture contents and grain size distribution will be conducted. The grain size test results will be used for proper soil classification, and to estimate the design infiltration rates of site soils using the methodology outlined in the current Ecology stormwater design manual. No in-situ infiltration tests are included in this scope of work.

4. *Meeting* – PanGEO will attend one meeting at the Gray & Osborne office to discuss their findings.

5. *Report* – A draft report will be prepared and submitted to the project team for review. The draft report will be revised and finalized once PanGEO receives review comments from the project team. In general, the report will include:

   - Site map with approximate test pit locations;
   - Description of surface and subsurface (soil and groundwater) conditions, including summary test pit logs;
   - Pavement design recommendations, including new pavement sections with crushed rock base, cement treated base, and if feasible, overlay of existing pavement;
   - PanGEO's opinion regarding feasibility to infiltration along the alignment, and if feasible, provide long-term design infiltration rate determined based on grain size distribution of the site soils;
   - PanGEO's opinion regarding the feasibility of using the site soils as trench backfill; and
   - Earthwork recommendations including the suitability of the site soils as structural fill, subgrade preparation, temporary excavation, control of groundwater (if needed), and general earthwork discussions.

6. *Post-Report Consultation* – PanGEO will provide post-report consultation at the 90 percent QA/QC meeting.

Assumptions

1. The City will research and provide pertinent existing geotechnical information not previously prepared by PanGEO. PanGEO shall be able to rely on this information for their preliminary review and analysis.

2. The Consultant and City will review the geotechnical engineer's letter report and consider/evaluate comments provided by the geotechnical engineer in QA/QC reviews/team meetings. PanGEO shall attend and participate at the 90 percent QA/QC meeting.

3. The City will provide a backhoe (and/or vac-truck) and operator, traffic control, and other items as may be deemed necessary by the City to excavate, backfill, and temporarily repair test pits for the geotechnical investigation.

City Responsibilities

1. The City will provide the backhoe (and/or vac-truck), equipment operator, and traffic control for the test pit excavation.

2. The City will provide pertinent existing geotechnical information as may be known to exist.

3. The City will provide timely review and comment on the geotechnical engineer's written letter report as may be applicable.

4. The City may, at their option, attend and participate in the 90 percent QA/QC meeting at which the geotechnical engineer participates.

Deliverables

1. Geotechnical Report.

Task 4 – Project Funding Agency Coordination

Objective: Assist the City with coordinating the project with TIB staff so as to adhere to TIB and agency requirements.

Consultant Responsibilities

1. Prepare bid authorization and updated cost estimate (at various project milestones) for signature by the City.

Task 5 – Environmental Permitting

Objective: Prepare a draft and a final SEPA checklist to allow construction of the project.

Consultant Responsibilities

1. Prepare and submit a draft SEPA checklist and revise the document as necessary before preparing final documents for City processing.

Assumptions

1. The City will pay all publishing and permit fees.

2. The City receives a letter from the TIB indicating that no cultural investigation of the site will be required.

3. The project disturbance is less than 1 acre. An Ecology Construction General Stormwater Permit will not be required.

City Responsibilities

1. The City will provide a threshold determination and publish the determination as may be required.

Deliverables

1. One hard copy and one electronic copy of the SEPA checklist.

Task 6 – Utility Data Acquisition

Objective: Acquire record drawings and map information from utility companies known to provide service in the project corridor. Retain utility locate firm (APS) to field locate utilities.

Consultant Responsibilities

1. Provide written requests for all utility companies known to provide utility service in the project area.

2. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

Subconsultant (Applied Professional Services, Inc.) Responsibilities

1. APS will locate and field mark using paint stakes or flags all conductible and non-conductible utilities within the project boundaries. These include, but may not be limited to sanitary sewer, storm drains, natural gas mains and services, primary and secondary electric cables, cable television, water systems (excluding PVC, AC, and wood), and telecommunications systems. APS will also provide contracted services to clean and flush approximately 600 linear feet of sanitary sewer within the project boundaries. APS will provide the video inspections on DVDs of the sanitary sewer system after cleaning is complete. APS will provide GPR (ground-penetrating radar) services to locate and surface mark the existing asbestos-cement water main, approximately 600 linear feet.

2. Following all field activities, conduct a review by walking the City or Gray & Osborne staff through the work area to ensure that utility markings are picked up and to answer any questions. APS will coordinate with Gray & Osborne for scheduling.

Assumptions

1. Utility companies will provide requested information in a timely manner.

Deliverables

1. Upon City request, Gray & Osborne will provide a copy of any utility infrastructure record drawings or as-built drawings received from utility companies.

Task 7 – Preliminary Design

Objective: Use information generated in Tasks 1 through 6 to develop a preliminary design for the proposed improvements for the City's evaluation, review, and comment.

Consultant Responsibilities

1. Develop a strip map of the project corridor to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include pavement, concrete curb and gutter, curb ramp, and sidewalk replacements along the corridor.

2. Design storm drainage facilities for the collection of stormwater. We assume that there is adequate downstream capacity in the existing system.

3. Low Impact Development (LID) facilities, consisting of pervious sidewalk material, will be implemented if feasible.

4. Develop a detailed cost estimate of the preliminary design for City review and comment. Break the work into separate schedules for water improvements, sewer improvements, and roadway improvements (TIB-eligible work).

5. Perform QA/QC review at the 60 percent level (see Task 11).

Assumptions

1. Strip maps will be prepared at 1"=20' full-size scale.

2. The water main replacement falls under the Department of Health submittal exception process for distribution main projects (i.e., the City has a current DOH-approved Water System Plan that includes standard construction specifications for distribution mains and an analysis of the hydraulic capacity of the basic water main configuration for the water system).

3. Stormwater treatment or detention systems will not be required.

4. Plan and profile sheets will be at a scale of 1"=20' horizontal and 1"=5' vertical.

5. Specifications will be in WSDOT format referencing the 2014 Standard Specifications.

City Responsibilities

1. Provide timely review (and comment) of products generated and submitted for this task.

Deliverables

1. One full-size (1"=20') strip map with preliminary design shown.

2. Two copies of plan and profile sheets of the project corridor with plan view concept only (not profile).

Task 8 – Public Involvement Process

Objective: Solicit public input on the project for City evaluation in developing the project. Assist the City's Project Manager with the public involvement process.

Consultant Responsibilities

1. Coordinate with the City's Project Manager for the public involvement process which will consist of one public meeting (near the end of the preliminary phase). Review strip map of preliminary design with aerial photograph, exhibits, schedule, etc. (Consultant-generated products) for use in the meeting.

2. Conduct and/or participate in the public meeting as desired by the City's Project Manager to include verbal presentation, answering questions, preparing and providing information, and comment sheets.

3. Prepare a memorandum to the City's Project Manager regarding the Consultant Project Manager's general observations of the public meeting. The memorandum will include a copy of the sign-in sheet and any comment sheets turned in.

Assumptions

1. The public meeting will be scheduled by the City, to include location, time, and meeting room accommodations.

2. Strip map and exhibits will be prepared for display only (not handouts).

3. The meeting will be for 2 hours or less.

City Responsibilities

1. The City will provide timely comments on draft information, exhibits, etc., generated by the Consultant to be used in the public meeting.

2. The City will secure the public meeting site and notify participants.

3. The City will participate in the public meeting.

Deliverables

1. Strip map with concept at 1"=20' scale, project schedule (22" x 34"), typical cross section (22" x 34"), and supporting documentation for the public meeting.

2. A memorandum regarding general observations of the public meeting along with a copy of the sign-in sheet and any comment sheets turned in.

Task 9 – Semifinal Design Document Preparation (90 Percent)

Objective: Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60 percent complete).

1. Prepare and submit project specifications (two copies) to include the proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the WSDOT *Standard Specifications for Road, Bridge and Municipal Construction* (2014) and amendments thereto. The City shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at intervals listed above for City review.

2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable City design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the City will provide direction or request the Consultant's recommendation.

3. Perform the 90 percent QA/QC per Task 11.

<u>Deliverables</u>

1. Two sets of 90 percent specifications.

2. Two sets of 90 percent project plans. The plan set will include a title sheet, index sheet/legend/vicinity map/etc., road and stormwater plan and profile sheets, sanitary sewer plan/profiles, water plan and connection details, curb ramp plan, cross-section sheets, typical "street" section sheets, paving sheets, channelization and signing plan sheets, TESC sheets, and miscellaneous detail sheets.

Task 10 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Submit final plans, specifications, engineer's cost estimate (construction), and the Transportation Improvement Board's (TIB) Bid Authorization

form to the City and TIB, and solicit authorization to bid the project from both the City and TIB.

2. Prepare and submit final project plans (four copies) to the City to include incorporation of all previous applicable and relevant City comments. Revise contract documents to incorporate final City comments (as applicable).

3. Prepare and submit final project specifications (four copies) to include the contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer's construction cost estimate.

Task 11 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct two QA/QC reviews at 60 percent and 90 percent by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. The City will be invited to participate. Prepare a QA/QC memorandum at each QA/QC interval regarding QA/QC comments, attendees, location, and date.

Deliverables

1. Provide the City with written comments (memorandum) noted in the QA/QC process. Identify all personnel participating in the QA/QC review as well as date, location, discussion items, and pertinent comments.

Task 12 – Bid and Award Services

Objective: Assist the City with bidding and award services.

1. Prepare bid advertisement(s) for publication for City review and use.

2. Upon City and TIB authorization and direction, prepare and transmit both electronic and hard copies of bid documents to the City. Prepare and transmit electronic files to the utility companies and various plan centers in the area. Gray & Osborne will maintain a plan holders list and will distribute copies of the contract provisions and contract plans and any addenda to bidders, free of charge, in electronic PDF format on compact discs from the Seattle office.

Deliverables

1. Electronic files of all plans, specifications, and addenda (as may be applicable) to the City.

2. Hard copy of plans (four copies, two full size and two half size), specifications (four copies), and cost estimates to include any addenda (as may be applicable) to the City.

EXHIBIT B

CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(COST PLUS FIXED FEE)

Project: Date Avenue Improvement Project - Schedule A: Street and Sidewalk Improvements

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	12	$35 to $57	$684
Project Manager	18	$35 to $56	$756
Project Engineer	30	$33 to $44	$1,200
Civil Engineer	50	$24 to $36	$1,600
Environmental Technician/Specialist	4	$25 to $34	$136
AutoCAD/GIS Technician/Engineering Intern	48	$15 to $28	$1,344
Professional Land Surveyor (PLS)	8	$34 to $39	$288
Survey Crew (2 Person)	12	$45 to $66	$792

Total DSC:	$	6,800
Overhead (OH Cost - including Salary Additives) OH Rate x DSC or 180% x $6,800	$	12,240
Total DSC and Overhead	$	19,040
Fixed Fee (FF) FF Rate x DSC or 42% x $6,800	$	2,856
Reimbursables Misc. Expenses, includeing mileage (@ $0.57/mile), Reproduction, etc.	$	452
Subconsultant Costs (including 10% Administrative Overhead): PanGEO, Inc. - Geotechnical	$	9,152
Subtotal Estimated Cost, Schedule A:	**$**	**31,500**

EXHIBIT B

CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(COST PLUS FIXED FEE)

Project: Date Avenue Improvement Project - Schedule B: Water and Sewer Improvements

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	4	$35 to $57	$228
Project Manager	8	$35 to $56	$336
Project Engineer	16	$33 to $44	$640
Civil Engineer	48	$24 to $36	$1,536
Environmental Technician/Specialist	0	$25 to $34	$0
AutoCAD/GIS Technician/Engineering Intern	40	$15 to $28	$1,120
Professional Land Surveyor (PLS)	2	$34 to $39	$72
Survey Crew (2 Person)	4	$45 to $66	$264

Total DSC:	$	4,196
Overhead (OH Cost - including Salary Additives) OH Rate x DSC or 180% x $4,196	$	7,553
Total DSC and Overhead	$	11,749
Fixed Fee (FF) FF Rate x DSC or 42% x $4,196	$	1,763
Reimbursables Misc. Expenses, includeing mileage (@ $0.57/mile), Reproduction, etc.	$	208
Subconsultant Costs (including 10% Administrative Overhead): Applied Professional Services, Inc. - Utility Data Acquisition	$	5,280
Subtotal Estimated Cost, Schedule B:	**$**	**19,000**
TOTAL ESTIMATED COST, SCHEDULES A AND B:	**$**	**50,500**

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Action A-5

DATE: February 26, 2015

SUBJECT: School Resource Office Funding

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:
The issue before the council is a request by the Sultan School District to help fund the School Resource Officer for the 2014-2015 school year.

SUMMARY:
Sultan provides law enforcement services through a contract with the Snohomish County Sheriff's office. Prior to this, the City of Sultan had its own police department. At that time, Sultan provided a School Resource Officer to the Sultan School District through the COPS program, a grant funded federal program. Currently, the Sultan School District contracts directly with the Snohomish County Sheriff's office for this service.

Due to recent budget challenges at the Sultan School District, discussion has occurred about curtailing the School Resource Officer contract. The result of this would be utilizing the deputy contracted by the city for services any time a law enforcement issue arises at the school district. This would mean the deputy assigned to Sultan would be diverted to address issues at the school, frequently resulting in decreased hours for the City of Sultan.

Staff feels it would be in the best interest of the city for the schools to retain a School Resource Officer, not increasing the work load on city law enforcement officers. After discussion with school officials, it was determined that a city contribution of $5,000 would enable the school district to maintain the contract with the sheriff's office. This cost represents a substantial savings over the cost that would be born by the city if the School Resource Officer position was unfunded and the responding calls were to be handled by city law enforcement officers.

RECOMMENDED ACTION:
Authorize staff reimbursement the Sultan School District in the amount of $5,000.00 for the 2014/2015 school year.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-6

DATE: February 26, 2015

SUBJECT: LPD Professional Services Contract – Timber Ridge

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

ISSUE:
The issue before the council is to authorize the Mayor to sign a contract with LPD Engineering PLLC to provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development.

The fee to complete these services is not to exceed $31,400 without prior written authorization by the City Council.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with LPD Engineering PLLC to provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development for an amount not to exceed $31,400 without prior written authorization by the City Council.

SUMMARY:

Marc Servizi, P.E. with WHPacific and their geotechnical engineering subconsultant Robinson Noble have been working with the City since 2011 to study and address issues related to the Timber Ridge subdivision.

Now that the City has adopted a new Geologically Hazardous Areas code and the moratorium on building in Timber Ridge has been lifted, the owner of the unoccupied lots has expressed interest in moving forward with obtaining building permits for lots adjacent to 141st Street SE.

It is the City's obligation to repair the damaged infrastructure improvements associated with 141st Street SE. At this point, the cul-de-sac sidewalk has failed, and there is damage to the storm drainage system. It is also possible there has been damage to the sanitary sewer system.

Council most recently authorized the Mayor to sign a contract with WHPacific on August 28, 2014 to complete the following:

- Topographic Survey of 141st Street Cul-de-sac. This was necessary to serve as an engineering base map that depicts the current topography and damaged roadway.

- Preliminary Engineering Design. This included coordination with Robinson Noble on design alternatives, coordinating video analysis of the sewer and storm systems that are damaged, meeting with the City, preparation of two concept designs and preliminary construction costs associated with the proposed cul-de-sac repair.

- Geotechnical support services. This included reviewing the existing geotechnical information from Nelson Geotechnical and Terra Associates, completion of one boring to approximately 40 feet in depth, one consolidated drained triaxial test, slope stability analysis of the two options, schematic sketches of the repair options, a summary letter report, and two design meetings.

- Pipe Video Analysis – An analysis of the condition of the sewer and storm drainage system in the cul-de-sac area of 141st Street SE.

These tasks have been completed and the conclusion was to build a rock buttress south of the 141st Street SE cul-de-sac in Open Space Tract 997. The damaged sidewalk will be removed but not replaced and a guardrail will be placed behind the curb. This was the least expensive option and is supported by the owner of the unoccupied lots.

The next step is to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development.

Mr. Marc Servizi, P.E. recently left WHPacific and is now employed with LPD Engineering PLLC. Since Mr. Servizi has extensive knowledge and history with the Timber Ridge project, it only makes sense to continue with Mr. Servizi and his new engineering firm. Robinson Noble is proposed to be retained as the geotechnical engineer, though under a separate contract.

ALTERNATIVES:

1. Authorize the Mayor to sign a contract with LPD Engineering PLLC to provide professional engineering services in the amount not to exceed $31,400 without prior written authorization by the City Council.

2. Do not authorize the Mayor to sign a contract with LPD Engineering PLLC and direct staff to areas of concern.

FISCAL IMPACT:

The consultant's fee is covered by the Timber Ridge maintenance bond proceeds of which $303,385 are remaining. The preliminary engineer's cost estimate for the proposed improvements are approximately $225,000.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with LPD Engineering PLLC to provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development for an amount not to exceed $31,400 without prior written authorization by the City Council.

ATTACHMENTS:

Attachment A – Timber Ridge Consultant Selection Memo
Attachment B – Contract

Public Works

Memo

To: File

From: Mick Matheson, P.E. Public Works Director

Date: 2/2/2015

Re: Timber Ridge 141st Street SE Cul-de-sac & Utility Repair Consultant Selection

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The City is ready to move forward with the design of the repair of the 141st Street SE Cul-de-sac and associated utility repair in the Timber Ridge subdivision. The City has been studying the issues with Timber Ridge since 2010. Initially, the City used its' on-call contract with WHPacific to study the issues surrounding Timber Ridge. WHPacific hired Robinson Noble as a geotechnical engineering subconsultant to address geotechnical engineering issues.

The City entered into a new contract in 2014 with WHPacific to continue with Timber Ridge due to the City Council's desire to let the on-call contract with WHPacific expire. WHPacific again retained Robinson Noble as a geotechnical engineering subconsultant.

The key engineer with WHPacific (Mr. Marc Servizi, P.E) with all of the background knowledge and project history on Timber Ridge has since left WHPacific and is now employed with LPD Engineering, PLLC.

I selected three civil engineering firms and three geotechnical engineering firms for this project based on their past experience with work in Sultan and my interactions with these firms during my tenure in Sultan.

The three civil engineering firms selected were:

1. LPD Engineering, PLLC
2. WHPacific
3. The Blueline Group

The three geotechnical engineering firms selected were:

1. Robinson Noble
2. Terra Associates
3. Nelson Geotechnical

Selection criteria were developed and are outlined below. Each firm was rated on a scale of 5 (excellent) to 1 (poor) based on review of each firm's qualifications and my personal knowledge of each firm's history in working with Sultan.

Civil Engineers	LPD Engineering	WHPacific	The Blueline Group
Recent experience in Sultan	5	5	5
Key staff have direct knowledge of Timber Ridge issues	5	3	3
Key staff's expertise in civil engineering related to road and utility design.	5	5	5
Total Score	15	13	13

Geotechnical Engineers	Robinson Noble	Terra Associates	Nelson Geotechnical
Recent experience in Sultan	5	4	4
Key staff have direct knowledge of Timber Ridge geotechnical issues	5	4	4
Total Score	10	8	8

Based on this selection criteria, I chose LPD Engineering, PLLC as the Civil Engineer and Robinson Noble as the Geotechnical Engineer.

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND LPD ENGINEERING PLLC

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and LPD Engineering PLLC (hereinafter referred to as "Service Provider"), doing business at 911 Western Avenue, Suite 240, Seattle, WA 98104.

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

WHEREAS, the City desires to contract with Service Provider for the provision of such services for provide professional engineering and related services necessary to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development and Service Provider agrees to contract with the City for same;

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

TERMS

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

2. **Payment**.

   A. The City shall pay Service Provider at the hourly rate set forth in Exhibit A, but not more than a total of thirty one thousand four hundred dollars ($31,400) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

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

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

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

4. **Project Name**. Timber Ridge Plat Repair

5. **Duration of Work**. Service Provider shall complete the work described in Exhibit A on or before November 1, 2015.

6. **Termination**.

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

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

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

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

8. **Indemnification / Hold Harmless**. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City; provided further that if such damages are caused by or result from the concurrent negligence of the City and the Service Provider, then the Service Provider's indemnity hereunder shall be limited to the extent of the negligence by the Service Provider.

   It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

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

20 37 10 01 or substitute endorsements providing equivalent coverage.

3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
4. *Professional Liability* insurance appropriate to the Contractor's profession.

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

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

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

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

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

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

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

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

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

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

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider**. Even though Service Provider works as an independent contractor in the performance of his or her duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

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

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

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

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

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

18. **Resolution of Disputes, Governing Law, Venue**. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.

19. **Severability**. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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

Dated this day of , 20

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

LPD engineering pllc

911 Western Avenue, Suite 420
Seattle, Washington 98104
P. 206.725.1211
F. 206.973.5344
lpdengineering.com

EXHIBIT A

Proposal for Civil Engineering Services

Construction Document Phase

Date: February 18, 2015

To: City of Sultan, Department of Public Works

Attn: Mick Matheson, P.E.

From: Laurie Pfarr, PE
Marc J. Servizi, PE

Project: Timber Ridge Plat Repair
LPD Number: TBD

Thank you for the opportunity to provide this proposal. We look forward to working with you on the design of the repair of the Timber Ridge Plat cul-de-sac.

Description of Project

The Timber Ridge Plat was constructed in 2008. Five homes were constructed on the lower road, 142nd Street SE, while none were constructed on the upper, 141st Street SE. In 2012, the soil slope below the 141st Street SE cul-de-sac was observed to have failed. The sidewalk on the south side of the cul-de-sac dropped approximately 2' – 3', and the cause is suspected to include groundwater flows within the roadway utility trenches, soils that were not compacted to standards, and the storm drainage pipe collapsed, causing drainage runoff drain through the slide area. Since 2012, runoff has been routed around the slide area and the soils have not apparently moved since movement was first observed in 2012.

This scope of work is for preparation of construction drawings and bid specifications for the repair of the slope that is below the cul-de-sac at the easterly end of 141st Street.

Work that has occurred previously on the cul-de-sac repair project includes:

2011: Conceptual Geotechnical Engineering by Terra Associates
2012-2013: Surveying, Engineering and Geotechnical Engineering, site wide
2014: Topographic Survey 141st Street Cul-de-Sac by WHPacific
2014: Preliminary Civil Engineering 141st Street Cul-de-sac by WHPacific. Options #1 - #5 provided
2014: Video Analysis of the sewer and storm pipes
2014: Geotechnical exploration and Engineering by Robinson Noble
2015: Meeting with Property Owner
2015: Refinement to proposed design Option #1 by Robinson Noble, 2015

The refinement to the proposed Option #1 design, as proposed by Robinson Noble, includes the schematic design of a rock buttress below the cul-de-sac in the Open Space Tract (Tract 997), extending approximately 45-feet southerly from the curb line. The sidewalk will be removed but not replaced and a guardrail will be placed behind the curb. LPD Engineering will continue to refine this design and prepare bid documents based on the design concept in Robinson Noble's schematic design.

In addition, the design will include repair of the area inside the Recreation Tract (Tract 994) consisting of a rock trench with grading extending 40-feet southward of the top of the bank. The proposed design also includes re-routing of storm drainage system further north of its existing location

The design is similar to Option #1, as modified by Robinson Noble in January 2015, including a rock buttress below the cul-de-sac and a rock trench below the recreational tract.

SCOPE OF SERVICES

Task 01: Permit and Bid Document Plans

A. Project Management and Meetings
Under this task, LPD Engineering will lead conference calls and/or design team meetings throughout the Construction Document phase. LPD has estimated costs for 8 hours for meetings with co-consultants and reviewing agencies between March 15, 2015 and May 1, 2015.

B. Engineering Plans (Site, TESC, Grading, Site, Drainage)
LPD Engineering will prepare plans and documents for submittal to the City of Sultan and for Bid. Plans will be coordinated with other Robinson Noble. Scope of services include:

1. Submittal of permit documents (including specifications, prepared under Task 02, below) to City of Sultan for review and approval. Documents are anticipated to include:
   a. Cover Sheet.
   b. TESC Plan.
   c. Grading and Storm Drainage Repair Plan.
   d. Cross Sections of the proposed rock trench and rock buttress.
   e. Project details and notes.
   f. Tract 997 Open Space Restoration Plan, with notes and details.
   g. Drainage report, abbreviated to include conformation with DOE Minimum requirements.
   h. Engineer's estimate of probable cost.
   i. Stormwater Pollution Prevention Plan (SWPPP). Project disturbs approximately 14,000, which is greater than the 7,000 sf threshold that triggers a SWPPP.
2. Respond to one round of City review comments.
3. Attend one meeting at City of Sultan.

Task 02: Permit and Bid Document Specifications (by Van Wormer Consulting)

A. Bid Document Specifications in Accordance with WSDOT Standards:
1. Bidder Information
   a. Advertisement for Bids
   b. Information to Bidders
   c. Bidders Checklist
   d. Proposal
   e. Forms
2. Amendments to the 2014 Standard Specifications
3. General Special Provisions
4. Appendix
   a. Standard Details
   b. Permits
   c. Geotechnical Information

Task 03 Bid Phase

A. Provide Assistance to the City of Sultan During Bidding

The following services will be provided:

1. Issue bid documents to Builder's Exchange on behalf of the City.
2. Respond to questions during bidding and issue addenda as required.
3. Attend the pre-bid meeting.
4. Attend the bid opening.

Task 04 Construction Period Services

A. Provide Assistance to The City of Sultan During Construction

The following services will be provided:

1. Attend two (1) site meetings for coordination during construction.
2. Respond to Contractor requests for information (RFI) and issue design modifications or clarifications as required.
3. Review and provide recommendations for change order requests.
4. Prepare preliminary and final punch list.
5. Prepare Record Drawings based upon as-built information provided by the Contractor.

Proposed Fee

Our fee for services is based upon the information we have at this time. Our proposed hourly fee for services plus expenses is as follows:

Task #	Task Name	Fee (T&M)
1	Construction Documents	$17,300
2	Bid Document Specifications	$4,900
3	Bid Phase	$3,600
4	Construction Period Services	$5,600
	Total	**$31,400**

*Expenses will be billed in addition to the amount listed above.

Assumptions

1. Survey from the original project will be used going forward. Survey in AutoCAD format including point file will be provided by others. A PDF of the final signed survey will also be provided. Survey will be used as base map for civil drawings. Survey shall include topographic. information, above and below grade utilities including but not limited to water, sewer, storm, power, gas, cable, telephone etc. Inverts, size and direction of flow shall be included for storm and sewer. Size of lines will be provided for water.
2. Geotechnical work is provided by Robinson Noble under separate contract.
3. It is assumed the proposed Geotechnical plan will not undergo any significant changes that will alter the civil design elements of this project once the plans have been submitted.
4. Variances, if required, will be an additional service.
5. Assumes no stormwater detention or water quality treatment facilities will be required because these elements are provided as part of the original project design.
6. Assumes that a NOI is not required because the disturbance will be less than one acre.

LPD engineering pllc

Exclusions

1. Structural engineering.
2. Design of shoring wall drainage systems.
3. Traffic and sight distance studies.
4. Construction Traffic Control Plan.
5. Environmental Studies.
6. Site visits or meetings above the amount noted.
7. Public (off-site) utility extensions.
8. Drainage adjustment or variance. Can be added as an additional service if required.
9. Bid Coordination or management.
10. Warranty Service

Thank you again for inviting this proposal. Please notify us if you have any concerns or disagree with any of the scope, terms, or conditions. This proposal constitutes the entire agreement between the client and LPD Engineering and supersedes any prior understanding or representation of any kind preceding the date of this proposal. We request that you sign and return a copy of this document to confirm you have read and agree with this document. We are looking forward to working with you.

Sincerely,
LPD Engineering PLLC

Laurie J. Pfarr, P.E.
Principal

Marc J. Servizi, P.E.
Project Manager

For City of Sultan Date

cc: File

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-7

DATE: February 26, 2015

SUBJECT: Robinson Noble Professional Services Contract – Timber Ridge

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

ISSUE:
The issue before the council is to authorize the Mayor to sign a contract with Robinson Noble to provide professional geotechnical engineering and related services necessary to support the development of plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development.

The fee to complete these services is not to exceed $7,687 without prior written authorization by the City Council.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with Robinson Noble to provide professional geotechnical engineering and related services necessary to support the development of plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development for an amount not to exceed $7,687 without prior written authorization by the City Council.

SUMMARY:

Robinson Noble have been working with the City as a geotechnical sub consultant to WHPacific since 2011 to study and address issues related to the Timber Ridge subdivision.

Now that the City has adopted a new Geologically Hazardous Areas code and the moratorium on building in Timber Ridge has been lifted, the owner of the unoccupied lots has expressed interest in moving forward with obtaining building permits for lots adjacent to 141st Street SE.

It is the City's obligation to repair the damaged infrastructure improvements associated with 141st Street SE. At this point, the cul-de-sac sidewalk has failed, and there is damage to the storm drainage system. It is also possible that there has been damage to the sanitary sewer system.

Council most recently authorized the Mayor to sign a contract with WHPacific (with Robinson Noble as a sub consultant) on August 28, 2014 to complete the following:

- Topographic Survey of 141st Street Cul-de-sac. This was necessary to serve as an engineering base map that depicts the current topography and damaged roadway.

- Preliminary Engineering Design. This included coordination with Robinson Noble on design alternatives, coordinating video analysis of the sewer and storm systems that are damaged, meeting with the City, preparation of two concept designs and preliminary construction costs associated with the proposed cul-de-sac repair.

- Geotechnical support services. This included reviewing the existing geotechnical information from Nelson Geotechnical and Terra Associates, completion of one boring to approximately 40 feet in depth, one consolidated drained triaxial test, slope stability analysis of the two options, schematic sketches of the repair options, a summary letter report, and two design meetings.

- Pipe Video Analysis – An analysis of the condition of the sewer and storm drainage system in the cul-de-sac area of 141st Street SE.

These tasks have been completed and the conclusion was to build a rock buttress south of the 141st Street SE cul-de-sac in Open Space Tract 997. The damaged sidewalk will be removed but not replaced and a guardrail will be placed behind the curb. This was the least expensive option and is supported by the owner of the unoccupied lots.

The next step is to develop plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development.

Mr. Marc Servizi, P.E. recently left WHPacific and is now employed with LPD Engineering PLLC. Staff is proposing to contract with LPD to take advantage of Mr. Servizi's experience and knowledge regarding Timber Ridge.

Robinson Noble has been a subconsultant to WHPacific since the beginning of this project. Since staff is proposing to move forward with Mr. Servizi's new firm it only makes sense to continue with Robinson Noble as well, which requires a separate contract.

ALTERNATIVES:

1. Authorize the Mayor to sign a contract with Robinson Noble to provide professional geotechnical engineering services in the amount not to exceed $7,687 without prior written authorization by the City Council.

2. Do not authorize the Mayor to sign a contract with Robinson Noble and direct staff to areas of concern.

FISCAL IMPACT:

The consultant's fee is covered by the Timber Ridge maintenance bond proceeds of which $303,385 are remaining. The preliminary engineer's cost estimate for the proposed improvements are approximately $225,000.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Robinson Noble to provide professional geotechnical engineering and related services necessary to support the development of plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development for an amount not to exceed $7,687 without prior written authorization by the City Council.

ATTACHMENTS:

Attachment A – Timber Ridge Consultant Selection Memo
Attachment B – Contract

Public Works

Memo

To: File

From: Mick Matheson, P.E. Public Works Director

Date: 2/2/2015

Re: Timber Ridge 141st Street SE Cul-de-sac & Utility Repair Consultant Selection

---

The City is ready to move forward with the design of the repair of the 141st Street SE Cul-de-sac and associated utility repair in the Timber Ridge subdivision. The City has been studying the issues with Timber Ridge since 2010. Initially, the City used its' on-call contract with WHPacific to study the issues surrounding Timber Ridge. WHPacific hired Robinson Noble as a geotechnical engineering subconsultant to address geotechnical engineering issues.

The City entered into a new contract in 2014 with WHPacific to continue with Timber Ridge due to the City Council's desire to let the on-call contract with WHPacific expire. WHPacific again retained Robinson Noble as a geotechnical engineering subconsultant.

The key engineer with WHPacific (Mr. Marc Servizi, P.E) with all of the background knowledge and project history on Timber Ridge has since left WHPacific and is now employed with LPD Engineering, PLLC.

I selected three civil engineering firms and three geotechnical engineering firms for this project based on their past experience with work in Sultan and my interactions with these firms during my tenure in Sultan.

The three civil engineering firms selected were:

1. LPD Engineering, PLLC
2. WHPacific
3. The Blueline Group

The three geotechnical engineering firms selected were:

1. Robinson Noble
2. Terra Associates
3. Nelson Geotechnical

Selection criteria were developed and are outlined below. Each firm was rated on a scale of 5 (excellent) to 1 (poor) based on review of each firm's qualifications and my personal knowledge of each firm's history in working with Sultan.

Civil Engineers	LPD Engineering	WHPacific	The Blueline Group
Recent experience in Sultan	5	5	5
Key staff have direct knowledge of Timber Ridge issues	5	3	3
Key staff's expertise in civil engineering related to road and utility design.	5	5	5
Total Score	15	13	13

Geotechnical Engineers	Robinson Noble	Terra Associates	Nelson Geotechnical
Recent experience in Sultan	5	4	4
Key staff have direct knowledge of Timber Ridge geotechnical issues	5	4	4
Total Score	10	8	8

Based on this selection criteria, I chose LPD Engineering, PLLC as the Civil Engineer and Robinson Noble as the Geotechnical Engineer.

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND LPD ENGINEERING PLLC

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Robinson Noble (hereinafter referred to as "Service Provider"), doing business at 17625 130th Avenue NE, Suite 102, Woodinville, WA 98072.

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

WHEREAS, the City desires to contract with Service Provider for the provision of such services for provide professional geotechnical engineering and related services necessary to support the development of plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the repair of the damaged road and utilities in 141st Street SE in the Timber Ridge development and Service Provider agrees to contract with the City for same;

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

TERMS

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

2. **Payment**.

   A. The City shall pay Service Provider at the hourly rate set forth in Exhibit A, but not more than a total of seven thousand six hundred eighty seven dollars ($7,687) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

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

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

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

4. **Project Name**. Timber Ridge Plat Repair

5. **Duration of Work**. Service Provider shall complete the work described in Exhibit A on or before November 1, 2015.

6. **Termination**.

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

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

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

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

8. **Indemnification / Hold Harmless**. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City; provided further that if such damages are caused by or result from the concurrent negligence of the City and the Service Provider, then the Service Provider's indemnity hereunder shall be limited to the extent of the negligence by the Service Provider.

   It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

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

20 37 10 01 or substitute endorsements providing equivalent coverage.

3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
4. *Professional Liability* insurance appropriate to the Contractor's profession.

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

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

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

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

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

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

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

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

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

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

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider**. Even though Service Provider works as an independent contractor in the performance of his or her duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

    A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City. Upon payment by the City to the Service Provider, City agrees that if it uses information or products prepared by the Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Service Provider harmless thereafter.

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

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

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

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

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

18. **Resolution of Disputes, Governing Law, Venue**. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.

19. **Severability**. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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

Dated this day of , 20

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

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ROBINSON NOBLE

Exhibit A

Scope of Work

We have previously provided the City of Sultan with a memorandum of possible repair options for the cul-de-sac failure at 141st Street SE, dated October 23, 2014. The City of Sultan has selected the option which will consist of a rock buttress and rock trench to stabilize the embankment to above the required factor of safety as identified in the Washington Department of Transportation Geotechnical Design Manual.

Scope of Work

We propose the following scope of services to provide the final design report for the selected option:

Task 1

- Review and use in preliminary design the existing geotechnical information from Nelson Geotechnical and Terra & Associates.
- Complete two test pits in the area of the slide debris to evaluate caving conditions during excavation. The City backhoe and staff will complete the excavation.
- Complete slope stability analyses of the selected option.
- Provide sketches of the repair option.
- Provide our recommendations and analyses in a geotechnical report.

Task 2

- We have included time for two design meetings.

2105 South C Street
Tacoma, Washington 98402
P: 253.475.7711 | F: 253.472.5846

www.robinson-noble.com

17625 130th Avenue NE, Suite 102
Woodinville, Washington 98072
P: 425.488.0599 | F: 425.488.2330

Exhibit A

ROBINSON NOBLE

Project Estimate

Final Design - Timber Ridge 141st Cul-de-sac
City of Sultan
February 18, 2015

Estimated Labor Costs

Staff Position	Rate	Total Estimated Hours	Estimated Labor Cost
Principal Engineer or Geologist	175	0.0	$0
Associate Engineer or Geologist	160	28.0	$4,480
Senior Engineer or Geologist	135	0.0	$0
Senior Project Engineer or Geologist	117	12.0	$1,404
Project Engineer or Geologist	105	0.0	$0
Staff Engineer or Geologist	95	12.0	$1,140
Senior Field Staff	86	0.0	$0
Draftsman / Senior Tech	91	3.0	$273
Administrative Services / Field Staff	69	4.0	$276
Labor Totals		59	**$7,573**

Estimated Direct Costs

General Office Supplies	--		$0
Insurance Fees / Miscellaneous Costs	--		$0
Travel Mileage	*$0.62*	184	$114
		Direct Cost Subtotal	**$114**
		Handling Fee	**$0**
		Total Direct Costs	**$114**

Estimated Subcontract Advancement/Reimbursements

Excavating/Drilling	
Private Locate	
Spoils drummed and removed from the site	
Drilling Contingency	
Advancements/Reimbursements for Subcontractors	**$0**
Handling Fee	**$0**
Total Subcontracted Costs	**$0**
Total Estimated Project Costs	**$7,687**

See Attached Fee Schedule

Exhibit A

Project Estimate

Final Design - Timber Ridge 141st Cul-de-sac
City of Sultan
February 18, 2015

ROBINSON NOBLE

Estimated Labor Costs

Task	Total Estimated Hours	Estimated Labor Cost
TASK 1: Exploration, Eng. Analyses and Report	51.0	$6,293
TASK 2: 2-Desgin Meetings	8.0	$1,280
TASK 3:	0.0	
TASK 4:	0.0	
TASK 5:	0.0	
TASK 6:	0.0	
TASK 7:	0.0	
TASK 8:	0.0	
Labor Totals	59	**$7,573**

Estimated Direct Costs

General Office Supplies	--		$0
Insurance Fees / Miscellaneous Costs	--		$0
Travel Mileage	*$0.62*	184	$114
		Direct Cost Subtotal	**$114**
		Handling Fee	**$0**
		Total Direct Costs	**$114**

Estimated Subcontract Advancement/Reimbursements

Advancements/Reimbursements for Subcontractors	**$0**
Handling Fee	**$0**
Total Subcontracted Costs	**$0**
Total Estimated Project Costs	**$7,687**

See Attached Fee Schedule

Exhibit A

ROBINSON NOBLE

General Fee Schedule — January 2015

Professional Positions	Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist	$175
Associate Engineer, Hydrogeologist or Environmental Scientist	$160
Senior Engineer, Hydrogeologist or Environmental Scientist	$135
Senior Project Engineer, Hydrogeologist or Environmental Scientist	$117
Project Engineer, Hydrogeologist or Environmental Scientist	$105
Staff Engineer, Hydrogeologist or Environmental Scientist	$95
Senior Field Staff	$86
Field Staff	$69
Legal Support/Expert Witness Services/Testimony	150% of above rates
Support Positions	
Senior GIS/CAD Specialist	$91
Senior Technician	$91
Senior Administrator	$80
GIS/CAD Specialist	$80
Technician	$80
Administrator	$69
Clerical Support	$69

Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	$0.62/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
	Field and laboratory testing/equipment rental	See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

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Exhibit A

Geotechnical Field and Laboratory Testing Schedule
January 2015

Test		Fee
Portable Nuclear Density Gauge	Per Hour	$5.00
Slope Inclinometer	Per day	$250
Direct Shear	Point	$200
Moisture-Density Relationship Curves:	Each Each	1 pt $120 Multiple pts $200
Sieve Analyses (Gradations-Wet Sieve)	Each	$150
Hydrometer Analysis	Each	$175
Falling Head Permeability	Each	$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	$100
Moisture Content	Each	$10
Dynamic Cone Penetrometer Points	Day Each	$225 $20
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		$550 $50/each additional load
Shelby Tube Extrusion/Sample Description		$40

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

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CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM NO:	**D-1**
DATE:	February 28, 2015
SUBJECT:	Planning Board work plan: Park, Recreation and Open Space Plan Update
CONTACT PERSON:	Stacy MacGregor, Senior Planner Ken Walker, City Administrator

ISSUE: Direct staff and the planning board to pursue updating the Park, Recreation, and Open Space (PROS) plan as time allows.

DISCUSSION: The Planning Board has expressed interest in using their meeting time to explore planning board-initiated projects. The board's work plan is directed by Council/Mayor, to the City Administrator, and through the professional staff. They are obligated to follow official direction and to limit board meetings and activities to those times and subjects that it has been asked to undertake. However, it is not inappropriate for the board to bring suggested work plan topics to Council for their consideration. At the joint meeting of Council/ planning board, the board brought forward a lengthy list of topics they would like to consider in greater detail. Council did not have time at their joint meeting to consider the planning board's ideas.Further fueling their desire to set their own work plan is that the work load of the planning board is particularly light in the near future. Professional staff time is overwhelmingly occupied by non-planning board statutory issues. The board wants to maintain a full agenda yet every agenda item that is not a mandated issue removes staff time from time-sensitive obligations. Staff has tried to be sensitive to the planning board's desire to maintain a full agenda but devoting staff time to filling the planning board agenda with non-required items redirects staff time away from time-sensitive requirements and is neither productive, fiscally responsible, or based on Council direction.

To mitigate the conflict between planning board's desire to stay busy and staffs' timecurrently being occupied by non-planning board items, staff suggested to the planning board that they may want to work on updating and implementing portions of the Parks, Recreation, and Open Space (PROS)plan. The PROS plan was adopted in December of 2010 and informed by the 2008 Comprehensive Plan and referenced in the 2011 Comprehensive Plan. The PROS planestablishes a level of service standard that is used to set park impact fees; it is used to pursue grant funding opportunities; and it guides the city's development of public recreation opportunities. The PROS plan was developedwith the assistance from consulting firm PMC and included an extensive public participation and stakeholder outreach, community surveys and the creation of interest groups. The majority of the plan is still germane to Sultan but the planning board could create recommendations for Council to implement portions of the plan and the goals reflected in the 2011 Comprehensive Plan and recommend updates that are reflective of recentlyexpressed community desires.

To minimize staff time on this endeavor, the planning board could conduct public outreach on parks needs in Sultan and couldstudy and suggest ways to incorporate trails, wildlife corridors,

and other non-traditional park recreation opportunities into the plan. The board is interested in this topic and many of the work plan items they brought to Council are park-related. Ultimately, the planning board is a subordinate body; the planning board and staff need direction from Council to undertake this update.

A meeting of the Community Development and Public Works subcommittee was held on February 11, 2015. The subcommittee recommended forwarding this request to full Council for consideration and suggested defining the scope of the planning board's role in the update process.Additionally, the subcommittee suggested specific activities the board members could engage in including attending Snohomish County Park Boards meetings to gain a regional perspective; tour the Willis Tucker Spray Park; and incorporate the Snohomish County Regional Trail Draft Plan (Sultan portion) into the City's parks plan.

Next Steps

Council is asked to first consider if directing the planning board to review and suggest amendments to the PROS plan is a desired role of the planning board and a desired use of city resources. The actual drafting of plan language and creating a draft document for Council consideration will become part of staff's work plan and may require an adjustment of staff priorities to support this update.

Second, if moving torecommend updates to the PROS plan, Council is asked to define the scope of the update and planning board's role.

Finally, staff requests that if PROS plan items are placed on future board agendas, the agenda topic is defined by staff and time limits are placed on the discussion to manage staff time in preparation for and during meetings.

City Administrator's Recommendation

1) Add to the planning board's work plan direction to update of the PROS plan as time permits.
    a. Direct staff to set the agenda topics and time limits to agenda items and discussion as staff time and work load allows.
2) Limit the planning board update of the PROS plan to the following topics for recommendation to Council:
    a. Explore and incorporate identified community park needs/goals into the PROS plan to include: a spray park, an off-leash dog park, explore the addition of equestrian uses to Osprey Park; and incorporate of the Travelers Park conceptual plan.
    b. Incorporate the County's Regional trail system into Sultan's plan (Sky Valley/Greenway Connector Trail).
    c. Develop a non-motorized trail system/master trail plan with goals for the trail system and general locations of needed trails; propose a master trail planas an update to the non-motorized improvement project map (Figure 8-P of the 2011 Comprehensive Plan).
    d. Coordinate with the school district to Identify Safe Routes to School and identify gaps in the system.
    e. Identifygeneral possiblelocations and amenities for a public park or parks off the Sultan Basin Road and/or Rice Road areas.

FISCAL IMPACTS

Fiscal impacts include staff resources for informational support, development of agenda items, and staffing of planning board meetings. Text updates to the PROS plan and comprehensive plan, adoption, hearings, and noticing are all within the normal scope of public outreach and code amendments. Formatting and layout with text changes and map updates could require consultants to create.

ACTION: Provide a recommendation to staff regarding directing the Planning Board to devote or not devote their time and staff resources to an update of the PROS plan. Provide guidance to staff regarding the scope and scale of the planning board's update considering the specific items of the City Administrator's recommendations listed above.

CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM: D-2

DATE: February 26, 2015

SUBJECT: Planet **POWER** Grant Application

CONTACT PERSON: Donna Murphy Grants Coordinator

Donna Murphy

ISSUE:
Snohomish County Public Utility District (PUD) called for grant applications for small solar photovoltaic (PV) demonstration projects on newly constructed or existing non-profit and public buildings and/or schools.

SUMMARY STATEMENT:
Snohomish County PUD has issued a Request for Applications for Planet POWER Grants. The range of grants PUD funds is $20,000 - $60,000.

Staff discussed the following options for installation of solar power on City owned property:

1. River Park Gazebo – Install solar panels and lighting with a public information kiosk.
2. Decorative Street Lights along Main Street – Replace the existing lighting with solar panels. This could be a good project if couched correctly.
3. Skateboard Park – Is <u>not eligible</u> because there is no power at this location currently and the goal of this grant is to replace PUD Power with solar power.

The Preliminary Grant Application is due by March 16, 2015 and if successful, PUD will extend an invitation to the City to submit a complete application that is prepared in partnership with a Registered Solar Installer.

The City of Sultan has been very successful with the savings incurred from the Planet POWER Grant solar panels and public education installed at the Community Center in 2014.

FISCAL IMPACTS: Although there is no match requirement with this grant, showing matching funds will increase the score of the application.