

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
JANUARY 8, 2015**

6:30 PM – Joint Meeting with Planning Board

- 1) Discussion on the Development Code – Proceeding with Title 18 or Title 16
- 2) Planning Board Work Plan

7:30 PM CALL TO ORDER - Pledge of Allegiance and Roll Call

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) State of the City Address

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

- 1) Police Report

HEARINGS: 1) Annexation

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

- 1) Approval of the December 18, 2014 Council Meeting Minutes
- 2) Approval of Vouchers – Closeout 2014
- 3) Health District Representative – Mayor Karen Guzak, City of Snohomish

ACTION ITEMS:

- 1) Contract and Bid Award to Wyatt Electric for Service to Equipment Shed
- 2) Mayor Pro-tem
- 3) Committee Assignments

DISCUSSION: Time Permitting

- 1) Garbage Service Change

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session: None Scheduled

Adjournment - 10:00 PM or at the conclusion of Council business.

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SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: CMPB – Discussion 1
DATE: January 8, 2014
SUBJECT: Development Code Update
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council and Planning Board is to discuss the motion forwarded to the Council regarding the completion of the City's development code.

SUMMARY:

At the December 8, 2014 Council meeting, Lucy Hitchcock presented the following motion from the Planning Board to the Council:

“Gossett moved that the Planning Board recommend to City Council to review staff proposal to terminate the work on Title 18 and to clarify that the plan proceed with rewriting Title 16 is in alignment with previous council direction to both Planning Board and staff; seconded by Green; All ayes.”

It was requested the discussion be include on the January 8th agenda.

On September 25, 2014, the Council took the following action:

Ordinance 1199-14 Title 18 (Attachment A is agenda cover)

The issue before the City Council is the second reading of Ordinance 1199-14, Adopting a new Zoning Code, Title 18, and repealing existing Unified Development Code, Title 16, repealing Title 21, Other Land Uses, and repealing Fence and Manufactured Home provisions of Title 15.

An update of the current Unified Development Code is appropriate. The current code appears to have not kept current with land use statutes or the 2011 Comprehensive Plan. Noted items include the lack of consolidated permit review, a development agreement process that is absent from the current code, and a convoluted permit process that is neither time-efficient or development friendly. The development code also needs updating because policy direction has been implemented based on an understanding that a new zoning code is under development.

Zoning and development standards evolve over time and reflect a community's unique character, goals, and circumstances. In proposing a new code, that historic code language may be lost. For this reason, it is more common to do a minor or major overhaul, rearrange and update, rather than embark in a total rewrite. The proposed zoning code before the Council for consideration is a rewrite. In addition to the

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A – 1
DATE: September 25, 2014
SUBJECT: Zoning Code, SMC Title 18
CONTACT PERSON: Stacy MacGregor, Senior Planner

ISSUE:

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DISCUSSION:

An update of the current Unified Development Code is appropriate. The current code appears to have not kept current with land use statutes or the 2011 Comprehensive Plan. Noted items include the lack of consolidated permit review, a development agreement process that is absent from the current code, and a convoluted permit process that is neither time-efficient or development friendly. The development code also needs updating because policy direction has been implemented based on an understanding that a new zoning code is under development¹.

Zoning and development standards evolve over time and reflect a community's unique character, goals, and circumstances. In proposing a new code, that historic code language may be lost. For this reason, it is more common to do a minor or major overhaul, rearrange and update, rather than embark in a total rewrite. The proposed zoning code before you for consideration is a rewrite. In addition to the possible loss of historically-specific code language, the proposed code creates new standards without apparent consideration for the standards currently in place².

¹ An example of this is the elimination of the design standards as part of development review. Council approved a resolution to eliminate required design standards and adopt the design standards manual as a recommendation in the future code development. The result is that, at the present time, there are no design standards in place. (The proposed code inadvertently does not implement Council direction and does not include design standards.)

² Some examples of changes between the current and proposed codes that need to be carefully considered include:

Building Height:

Current code: measured to the midpoint of the roof;
Proposed Code: measured to the top of the roof.

On a residential home with a hip roof, this could result in a reduction of as much as 7-8' in total allowed building height. On a hilly site, a two story home may not be possible.

Use Table: In the proposed code,

Restaurants are not permitted in the Urban Center (historical downtown) zone,
Retail sales, when allowed, cannot have outside sales or storage as many of our retail businesses currently do;

Previous staff and the planning board devoted a tremendous amount of time into drafting this code. However, adopting the proposed Title 18 in its current form would create a series of legally non-conforming uses, allow potential land-use incompatibilities, and would be out of compliance with the vision for the city as described in the 2011 comprehensive plan³. Failure to amend the development code would leave Sultan with a code that is difficult to administer, inconsistent with Council direction, and lagging behind state statutes.

NEXT STEPS:

There are at least two paths to take to get this new code ready for adoption.

The first path is to amend the existing development regulations. This will require re-ordering and consolidating code chapters under one title; adding sections and language to address statutes and policies required or allowed from the state code that are currently lacking or incomplete; and, amending the process portion of the code to streamline, define, clarify, and make the code legally defensible. Additional amendments could address content changes discussed under the planning board review process.

An alternative is to continue with the code re-write. This entails two significant steps. First, the proposed code needs to be reordered⁴, numerous typographical errors and

Multifamily dwellings (apartments) become an outright permitted use without public notice or extensive review in MDR and HDR zones where most of our current and future subdivisions will occur;
Garage Sales require a land use permit which would legally vest a garage sale as a use; and
Animal (veterinary) Clinics are not allowed anywhere in the cit.

Accessory Structures (for example, detached garage, shed, greenhouse accessory to a residence)
There are standards for accessory structures “where allowed by Chapter 18.70” but Chapter 18.70 does not consider accessory uses; uses are based on review type rather than the typical “permitted, accessory, condition, & unclassified use”

Landscape Standards:

There is no landscaping required beyond parking lot landscaping. The proposed code should include a table with required site perimeter and building foundation landscaping standards based on zone.

³ Sultan’s Vision (from the 2011 Comprehensive Plan, page 2-28)

The Setting

- Maintain the city’s small town character
- Emphasize the recreation opportunities outside the immediate community and within the city
- Improve the visual image (buildings, landscape, and streetscape)

The Economy

- Diversify services so the shopping needs of Sultan residents can be met within the city
- Encourage small business
- Seek employment opportunities by accommodating industry and manufacturing

Housing

- Maintain the single family character while recognizing the need to provide housing for all income ranges

⁴ For example, while the proposed code has a definition section, each chapter also has definitions. From an administrative standpoint, it is impossible to know how a term is defined without an online code search or expending significant time searching for terms. Additionally, numerous terms are defined and then not used in the code.

incorrect references corrected, redundancy as to process needs to be eliminated, and much of the narrative and information needs to be moved to brochures or handouts rather than codified as law.

The second step is to address the actual content and intent of some portions of the code. The proposed code creates some new standards which have significant impacts to the development patterns in the city. It will take very careful comparison of old and new standards to identify where these changes exist, review the planning board minutes or initiating new discussions with the planning board to determine their intent, and then amend the proposed code as recommended by the board.

Neither path is a quick process but the process is worth the investment in time to do correctly and worthwhile to preserve property values, uses, and long-term development in the city. Either path provides a significant foundation to work from but both paths require a substantial investment of time and resources to complete.

The work plan for the remainder of 2014 is already full with time-sensitive planning projects including SEPA and shoreline for the pedestrian bridge, a 24 unit apartment building, annexation of the “donut hole” and a focus on re-establishing internal processes and roles amongst staff for permit and project review after years of little to no development activity. These immediate needs are in addition to participation in the EIS hearing process for the amended UGA, the 2015 comprehensive plan update, and the 2015 budget process.

Regardless of the path taken towards amending the development code, prior to recommending adoption, the proposed code should be reviewed by other stakeholders to include the fire district and the city’s insurance provider. The input of those tasked with administering and defending the code will increase the ability to implement a sound and useable document. After adoption, expect revisions. Drafting of extensive new code language invariably means omissions and unintended consequences. A series of code amendments should be anticipated as part of future annual work plan development.

RECOMMENDED ACTION:

Staff recommends that Council undertake the second reading, suspend action on the proposal and move to refer the update of the development regulations back to staff for further updates under the 2015 work plan.

ALTERNATIVE ACTIONS:

Council alternatives on this proposal are as follows:

1. Move for the adoption ordinance 1199-14 as written.
2. Suspend action on the proposal, retain the existing Sultan Municipal Code provisions relating to zoning and land development, and revoke direction to staff to update the code.
3. Direct staff to update the development code as part of the 2014 work plan. Amend the 2014 work plan to redirect projects into 2015.

Attachments:

- A. Ordinance 1199-14

How To Write a Unified Development Code Incorporating Regulatory Reform

Steve Ladd, AICP

3/10/03

In Washington, permit processes piled up as layers of complexity. First zoning and subdivision processes, then SEPA, shoreline management, critical areas, design review, regulatory reform, concurrency, etc., like layers on a cake. Few jurisdictions have integrated them or the administrative provisions common to all, such as definitions, roles, enforcement, permit expiration, etc. Now's your chance!

First, define "development regulations" for your jurisdiction. Generally they should include those code titles administered by your building and planning departments but not those administered by public works. Next, carefully inventory all "permits" (i.e. separate and distinct approvals required for development) established by your development regulations. Minimize their number by deleting obsolete permits and consolidating where possible. Consolidate all permits pertaining to temporary activities under the term "temporary permits." Make design review a step in the underlying permit, not separate. The result is an irreducible list of permits.

Now analyze their process commonalities. Make a matrix with permits down the left side and "process applicabilities" along the top. By that I mean whether regulatory reform applies (it needn't apply to minor permits), whether SEPA applies, whether a public hearing is required, and whether there is a deciding body in addition to the hearing/recommending body. If a permit can be either-or, such as SEPA-exempt building permits and non-SEPA-exempt building permits, list them separately. Put Xs in the appropriate cells. Now, how many distinct pattern of Xs do you see in the various columns? That's how many "permit types" your jurisdiction has. Most find they have five or six. Type 1 is the simplest, to which neither regulatory reform nor SEPA applies. Type 5 or 6 is the most complicated.

Now write a permit process for each type that includes every step in all those "layers of complexity." Write it so their notices of application, SEPA, and public hearing are consolidated, along with their comment periods. This is tricky, but legal and doable. Incorporate regulatory reform's maximum time periods (28 days, 14 days, 120 days). Shoreline permits are odd ducks; make them Type 5s or whatever but give them "exceptions" as necessary.

Now write "provisions relevant to all permit types," including method of publication, 120-day clock-stopping rules, permit expiration, whether the director can approve minor changes to permits, etc. Newspaper publication of permit notices is neither cost-effective nor required by law. Notices to surrounding property-owners, signs on the site, and web-site notices should be your mainstays. Notices of decision don't require notices to surrounding property-owners. Put everything mentioned so far into a title called "Administration of Development Regulations." Add chapters for enforcement, appeals, etc.

Now specify for repeal all permit processes in the substantive titles such as zoning and subdivision. Only the basic establishment and issuance criteria of each permit should remain. Repeal your SEPA chapter except for those "fill-in-the-blank" decisions required by RCW and WAC, such as the identity of your Responsibility Official. Adopt WAC 197-11 by reference. Delete purely internal or unnecessary processing detail. Your UDC is done!

Warning: your UDC can't be copied from another jurisdiction. Your UDC must reflect the 1001 little choices your community has already made and doesn't want to change.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: CMPB – Discussion 2

DATE: January 8, 2014

SUBJECT: Planning Board Work Plan

CONTACT PERSON: Lucy Hitchcock – Planning Board Chair

ISSUE:

The issue before the Council and Planning Board is to discuss the proposed Planning Board work plan for 2014.

SUMMARY:

Attached is a summary of the Planning Board work plan for 2015 as provided by Lucy Hitchcock, Chairperson.

Planning Staff and Planning Board Ideas for 2015 Planning Board Work Plan

Following are excerpts of draft minutes from Dec 16, 2014 Planning Board meeting relevant to our discussion of a Planning Board work plan for 2015, at the joint meeting, Jan 8, 2015. Please note, they have not yet been read and approved by the Planning Board.

D-2: The Planning Board has an opportunity to influence the annual work program. Development of a work program to bring before Council is their opportunity to vet their ideas as a board and prepare a work program for 2015. A work plan approved by the Planning Board will be forwarded to City Council for their consideration.

Staff Proposed Work Plan for 2015:

- Compete Development Regulations Rewrite
- Joint Council/Planning Board Meeting (January 201 at a Council Meeting)
- Joint Council/Planning Board Permitting Workshop
- Title 18 heavy housekeeping to coordinate with Title 16
- Title 17, Critical Areas Ordinance to coordinate with Department of Ecology
- Title 6 and Title 9 (Animals and Nuisance Code) rewrites to increase enforceability, identified issues, and community desires
- Continue revisions to Comprehensive Plan, Development Regulations, and other plans to harmonize the plans with Countywide Planning Polices, County's Buildable Lands Report, and the revised Population Allocation
- Annexation of "Doughnut Hole" Comprehensive Plan Map Amendment
- Projects as assigned by Administration/Council/Statutory Requirements

Planning Board Proposed Projects for the 2015 Work Plan (Lucy's Updated List)

The original purpose of the December Planning Board meeting was to develop a work plan for 2015. For the last three years, at least, the Planning Board has been carrying out the Council assigned tasks of working with staff, first on the Land Division Code, Title 19, which was adopted in April 2012; and since then on the Zoning Code, Title 18, on which the Planning Board held a Public Hearing on May 6, 2014, and then referred it to the City Council. It was thought that the Planning Board's next assigned task would be the 2015 update of the Comprehensive Plan, especially to those parts affected by the major lowering in the population projection to meet reality. Since that major update has been postponed, it appeared that the Planning Board will finally be able to propose items for planning for the welfare of Sultan, in fulfillment of the 2011 Comp Plan, before the expected development boom as Boeing hires extensive new staff for its new plant and the county projects major growth in which Sultan hopes to partake. So, below, please find the beginning of a list of areas of study that will be prioritized and amplified by our discussion. Planning Board and City Council members are encouraged to add to the list.

1. Any applications for the Comprehensive Plan Docket of amendments to the Comprehensive Plan for 2015, especially related to the change in population projection for Sultan, must be submitted by the March 1 deadline. Planning for the City of Sultan is rooted, guided and bound by the Comp Plan. Does the City want to continue to plan based on a population goal far beyond its capability? At the least, to advise the City Council, the Planning Board could make a perusal and annotate any portions of the Comp Plan that would benefit with updating to the reduced population goal well prior to March 1. LH - PROBABLY GET TAKEN CARE OF

2. Dark Skies Initiative; www.darksky.org. I have been concerned about the type of lighting that developers have been installing in Sultan's new subdivisions. Wildwood Estates is a stand out example of where the choice of street lamp fixtures has resulted in potentially unwanted and/or unnecessary light pollution. The Dark Skies Initiative is focused on preventing light pollution through planning (lighting overlay zones) and engineered solutions such a full cut off fixtures. Perhaps the Planning Board could study the successes and challenges other municipalities have experienced implementing this program and whether it could be included as a goal in Sultan's comprehensive plan. If we decide to move forward with this initiative, perhaps it could be phased-in in steps, starting with the City adopting the standards for municipal buildings, parks, and future street projects, and then work it into the commercial and industrial regulations outlined in Title 18. - SG LOWER ON THE LIST – HIS PERSONAL INTEREST IN THE SUBJECT
3. Reassess the master trail plan: I am concerned the flat impact fee we are proposing for developers may have some unintended impacts on the expansion of Sultan's trails. There are also steps we can take to enhance the city's existing pedestrian resources. Cities such have Redmond and Kirkland has added simple pedestrian scale signage to define running, walking and biking routes within their respective city sidewalk and trail systems. Walking and hiking were identified as the two top uses of City parks in the Comprehensive Plan. I feel that there is a lot of opportunity to enhance the perceived walk ability of the city in general at a fairly low cost. SG - WANTS TO REVISIT SOON.
4. Before further development occurs, map out wildlife corridors. This not only helps wildlife, many in Sultan treasure, but helps avoid wildlife crossing private property or streets when not desired or even dangerous to traffic. Begin by researching wildlife corridors in other jurisdictions for suggestions. LH - PUT A PLAN IN PLACE BEFORE DEVELOPMENTS BEGIN
5. The Comprehensive Plan, Table 8-9 identifies filling in "gaps" in the existing sidewalk system as a priority, but does not provide information as where these gaps exist, or what the priority of repair should be. Perhaps the Planning Board could aid the city in reviewing, updating, and prioritizing the city's plans (elaborating on the comprehensive plan) to fill in "gaps" of sidewalks and make sure they are in alignment with future growth - a particular example is Sultan Basin Road, near the Baptist church where there is a large gap at the airport overlay zone which will likely never get filled as long as it is zoned as such. The entire upper basin is effectively cut off from safe ADA friendly pedestrian access to services and transit, yet we are proposing more density (apartments by the church). SG - THOUGHT THE PB SHOULD TAKE IT UPON THEM TO FILL IN THE GAPS.
6. I'd like to study how a "walking score" is developed and see if there are any easy fixes and/or grant opportunities the city can pursue. Better scores would likely have a positive impact on real estate values and marketability with the benefit of potentially enhancing the overall health of the community. SG - LOOKS AT INEXPENSIVE WAYS TO IMPROVE WALKABILITY SCORES.
7. Basin to downtown link / 2025 Preferred Arterial Plan: We should explore ways to enhance the vision of the Comprehensive plan to incorporate improved pedestrian access in addition to improved vehicle access between these two areas as growth ramps up in the Sultan Basin area – this is identified in the Comprehensive Plan as a challenge to Sultan's mobility. Currently pedestrian access between the two sides of town is constrained by two obstacles: A 2-lane bridge on HWY 2 over Wagley creek with very narrow, non-ADA compliant shoulders, and a steep unlit gravel trail on Loves Hill. One suggestion would be to start exploring grant opportunities to construct a pedestrian bridge put in over Wagley Creek. We should also be looking at how and

when the city should be looking at constructing the secondary east/west 2025 Preferred Arterial Link outlined in the Comprehensive Plan. SG - ENHANCES COMP PLAN FOR MOBILITY.

8. East and/or west urban village expansion – what can we do now to start getting Sultan out of the flood zone. What would we do with the existing downtown area? SG SELF EXPLANTORY. DECISIONS BOARD MAKES NOW WILL MAKE HUGE IMPACT IN THE FUTURE.
9. How can we encourage walkable, bikeable, mixed-use development at Rice Road? LH
10. Parks – we don't have a parks board and we have a City that seems to be investing in areas that may not best serve the population. Can the Planning Board take on some of the future planning discussion until a park board can be established – Perhaps at a minimum, ensuring that proposed projects are in alignment with the goals and input received from the public in the Comprehensive Plan? SG Where would a park near Sultan Basin Road or Rice Road, to serve the east side of town, best be placed? LH - HOW CAN WE GET THIS IN THE CITY
11. Follow up on Tree City proposal. There is a grant available up to \$10,000 to receive the aid of an arborist working with a citizen committee in mapping existing street (and other) trees and planning for more attractive and environmentally friendly planting. PB obtained booklets on recommended street trees from PUD some time ago. We heard the city was applying for Tree City status but then it seemed to have been dropped without explanation. Washington State's celebration of Arbor Day is the 2nd Wednesday in April. That could be used to build enthusiasm in our historic logging community. Check out the Tree City website to see the very long list of cities in Washington that are Tree Cities. Sultan is not on the list. LH - ASK KEN WHAT HAPPENED TO THE GRANT. REEDY GET SOME ADVICE FROM OUTSIDE REGARDING THAT.
12. Setbacks and lot placement – I'd like to revisit discussions on setbacks and lot configurations to prevent future street grid challenges such as those found in Willow's Run and parts of Eagle Ridge. What areas are working well in the city? SG - MORE DISCUSSION
13. While we are looking at Willow Run, note that they have had success with their tot lot and set aside undeveloped spaces. They are both used and kept up by the Homeowners Association. We can invite a resident who lives by both to comment on their use. Let us look again at requirements of new development for free space and recreational areas. This is especially important given the unlikelihood of acquiring a major park on the east side to complement the development there in the foreseeable future given that the existing funds are slated to be spent on the Osprey-River Park trail. (A good idea but not likely to be used much by east-siders or even many people.) LH
14. Steep slopes – what is the city's longrange plan for the Timber Ridge area now that it has become so difficult to develop? The city budget includes spending \$300k to repair one of the streets, but why if nobody will ever build up there? SG - NEEDS UPDATE FROM MICK
15. Stacy raised the issue of garage sales in looking at Title 18: whether they should require a land use permit. I looked at Duvall's codes to see what another small town is doing and found a chapter in their code called *Temporary Uses* that Sultan does not have. It is worth our examining as a model. It covers health and safety issues and guidelines for a variety of temporary uses including garage sales and moving sales but also outdoor art and craft shows and exhibits, community and seasonal festivals and

sales and their vendors (eg. Shindig, Salmon Festival), interim housing facilities, for example, homeless shelters on church properties, mobile services, pushcart vendors, sidewalk sales, etc. LH - LOOK INTO CODES OF OTHER CITIES

16. Add ACCESSORY DWELLING UNITS Code TG

17. Defer Mitigation Fees and Water & Sewer till house sells. TG

Gossett suggests memorializing the list and going back to it at the beginning of the year.

Tree City – ask Ken for follow up.

Steep Slopes ask Mick for update. Setbacks/Lot placements ADU can be put into Title 16 and 18. Deferral of impact fees in the works, water and sewer may or may not be in the works. Sultan Basin Road overlay with wetland mapping future mapping for developers.

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2015 Sky Valley Chamber State of the City Address





2014 in Review - Where Have We Been?

- **Financial**
 - **Balanced 2014 Budget**
 - **Paid off \$812,605 in city debt**
 - **Received \$570,950 in grants**
- **Permit and License Activity**
 - **Building/Plumbing/Mechanical Permits**
 - **87 (10 single family) in 2014, 40 in 2013, 100 in 2012, 74 in 2011**
 - **Business Licenses**
 - **267 in 2014, 312 in 2013, 227 in 2012, 84 in 2011**
 - **Home Occupational Licenses**
 - **71 in 2014, 308 in 2013, 51 in 2012, 20 in 2011**



2014 in Review - Where Have We Been?

- **Public Works**
 - Alder Avenue Reconstruction
 - High Avenue Reconstruction
 - 4th Street Overlay
 - Pedestrian/Bike Bridge Design
 - Purchased Garbage Truck and Vactor Truck
 - Installed 206 Electronic Water Meters
 - Water Booster Pump Station Design
 - Wastewater Treatment Energy Conservation Design



Volunteers Make A Difference

- 14,450 Hours in 2014, \$386,104 Value
- 9,187 Hours in 2013, \$208,453 Value
- Community Task Force – Parks Clean Up
- Community Task Force – At Risk Youth Mentoring
- Community Block Watch
- Festivals and Community Events
- Citizens Academy
- Serve Fest
- Adopt a Street
- Graffiti Removal



What's In Store For 2015?

- Continue Public Safety
- Reduce Garbage Rates, updated garbage service
- Update Development Code
- Community Task Force
- 2015 construction new Boys and Girls Club
- Enhance City Web Site
- Community Event/Business Sign Project Installation
- Expand Recreation Trails and River Access
- Expand Block Watch Programs
- Multiple Housing Development Projects



General Fund Revenues By The Numbers

The General Fund has an increase of \$168,325. The principal driver of this is an increase in property assessments and an increase in building permits. Fines and penalties does show a significant decrease while the total amount is smaller.

	2014 Adopted Budget	2015 Adopted Budget
Taxes	\$1,283,500	\$1,324,894
License and Permits	41,000	\$132,000
Intergovernmental	132,939	\$151,630
Charges for Services	14,800	\$48,840
Fines and Penalties	27,400	\$14,600
Miscellaneous	<u>124,991</u>	<u>\$120,991</u>
Total	\$1,624,630	\$1,792,955



2015 Where Are We Going?

- Update Comprehensive Plan
 - Match Population and UGA Changes
 - Simplify and Streamline Zoning Codes
 - Pro Community and Business Attitude
- Maintain and Repair Existing Infrastructure
 - Reconstruct Date Ave
 - Replace Booster Pump Station
 - Energy Conservation Project WWTP
- Focus on Economic Development for the Sky Valley
 - Community Task Force Project
 - Park and Trail Development





2015 What Are We Doing For You?

- **Business Development Workshops**
- **January 14 – Start Up Success**
- **March 10 – Dept of Revenue Tax Class**
- **March 13 – Social Media Workshop**
- **May 16 – Start Up Success**
- **May 31 – Government Contracting 101**
- **September 12 – Marketing Workshop**

Supporting Community

- Park Clean Up
- Clean-Up Days
- Citizen Emergency Response (CERT)
- Return of the Salmon
- Project Main Street
- Community Block Watch
- Community Awards
- Adopt-a-Street
- Adopt-a-Park
- Christmas Tree Lighting
- 1st Saturday Osprey Park





What Are The Challenges?

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



How Can You Help?

- Volunteer – GET INVLOVED
- Serve on Council, Board or Committee
- Engage City Hall Early
- Bring Your Ideas
- Attend Council Meetings 2nd/4th Thursdays
- Attend Planning Board Meetings 3rd Tuesday
- Attend Coffee with the Mayor every Friday morning
- City Hall 360.793.2231
- Mayor Eslick 425.327.2093
- City Administrator Ken Walker 360.79 3.1164
- Visit our website www.ci.sultan.wa.us



Sheriff Ty Trenary

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



Mayor Carolyn Eslick

Notable Events of December 2014

December has been an active month for thefts in the City of Sultan. I pulled each of the theft complaints where reports were taken and looked them over. This is a summary of those theft complaints. If you read these short descriptions, you can find areas where it would not have taken much to keep the theft from happening or at least make it more difficult for someone to take the items.

December 1st was a vehicle prowl complaint case number PP14-629. The vehicle was left unlocked and the garage door opener was taken.

December 2nd was another vehicle prowl theft with the vehicle left unsecured and when the victim went out to her vehicle to retrieve something, she found the suspect in the vehicle sitting in the driver's seat. She yelled at him and he ran away. A broken stereo faceplate was taken.

December 7th, Sultan Bakery tip jar was taken while the business was very busy. A female grabbed the jar and ran E/B on US 2. Deputies were in the area and searched without locating the suspect. \$80 in tips were taken.

December 13th, another tip jar was stolen from the counter of a business on Main Street. A suspect has been identified and we're looking for him.

December 17th, a vehicle theft of bowling balls and shoes. Window broken to make entry.

December 24th, theft of mail from numerous mailboxes. I was present on this incident. Two suspects, one male and one female were taken into custody. We got a phone call from a witness who gave a good statement and went with me to do an ID. The suspects were both interviewed, admitted the thefts and were booked. They gave us information that led to the service of a search warrant that yielded numerous other articles of mail and more pending charges against those doing the thefts and also those in the residence with the stolen property. In all, mail from at least 40 residents was recovered and charges are pending on several individuals.

December 24th, a theft of \$40 and a bag of prescription medications taken by known suspect who was allowed into the home to help with carrying groceries. Suspect denies allegations.

December 27th, theft of bicycle from carport. 30 year old bike, \$125.00.

December 28th, a \$17,000 power wheel chair was stolen from a carport where it was tied to a post. No suspects.

There was an increase in burglaries by one. The three burglaries inside the City of Sultan were:

December 3rd, attempted, no entry gained.

December 8th, forced entry, clothes, diapers and \$100 cash taken. No suspects.

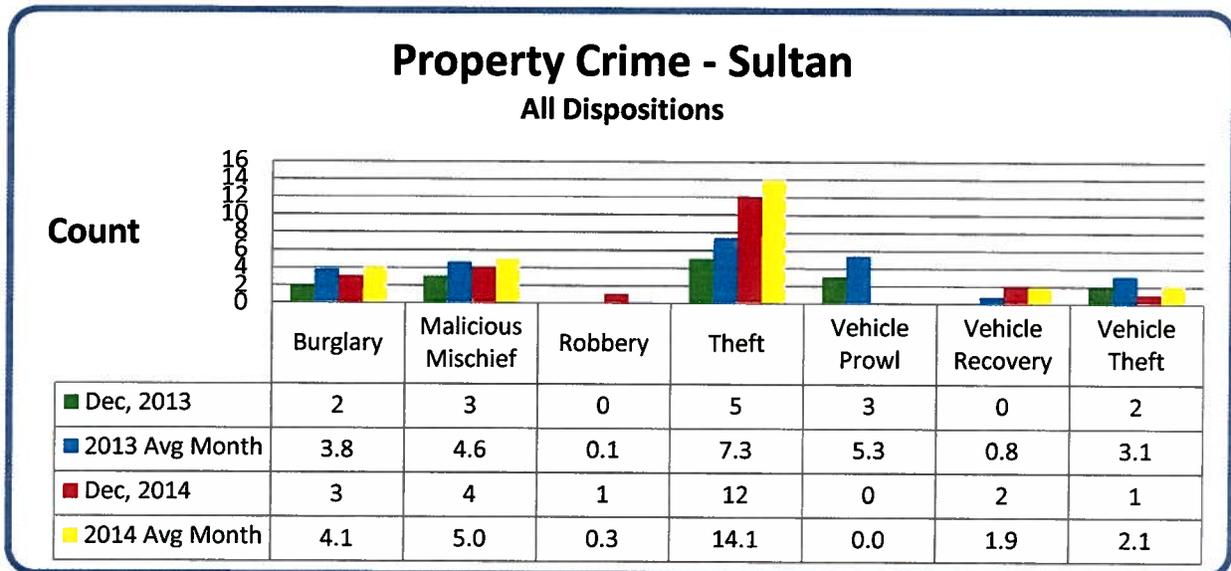
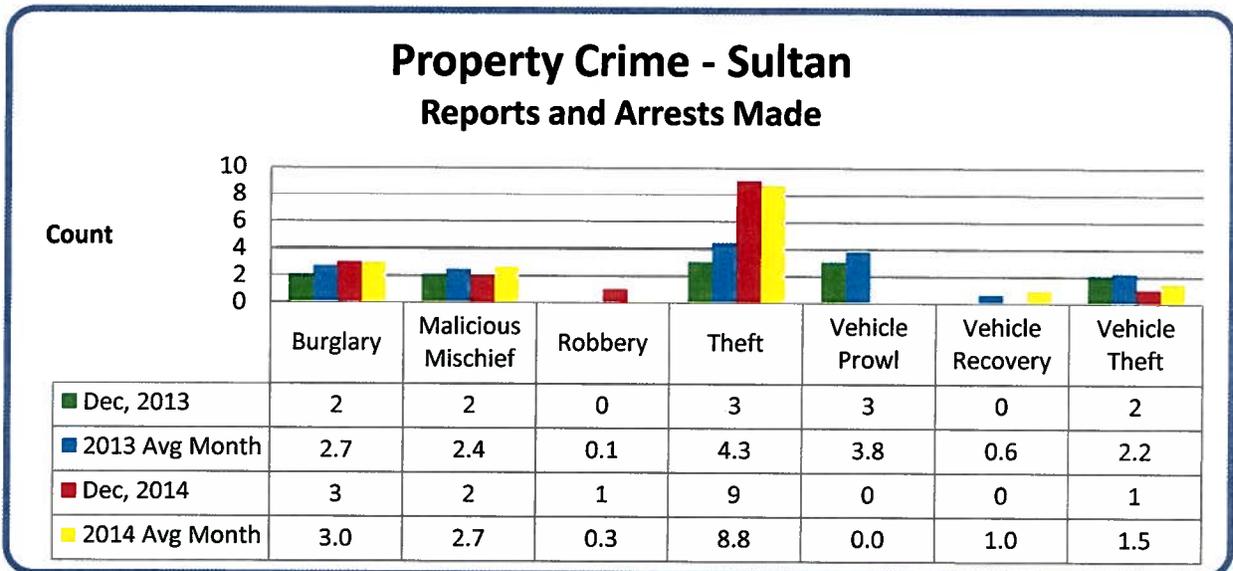
December 11th, forced entry into a detached garage, \$450 chainsaw was stolen. No suspects.

I hope everyone had a great Holiday season and that things go your way in the New Year!

Be good,

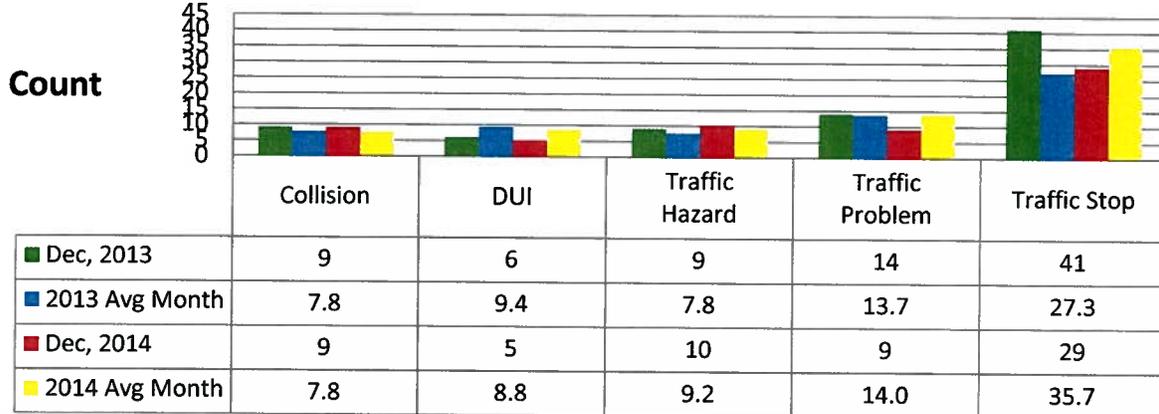
Chief Monte Beaton
425-388-6260

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



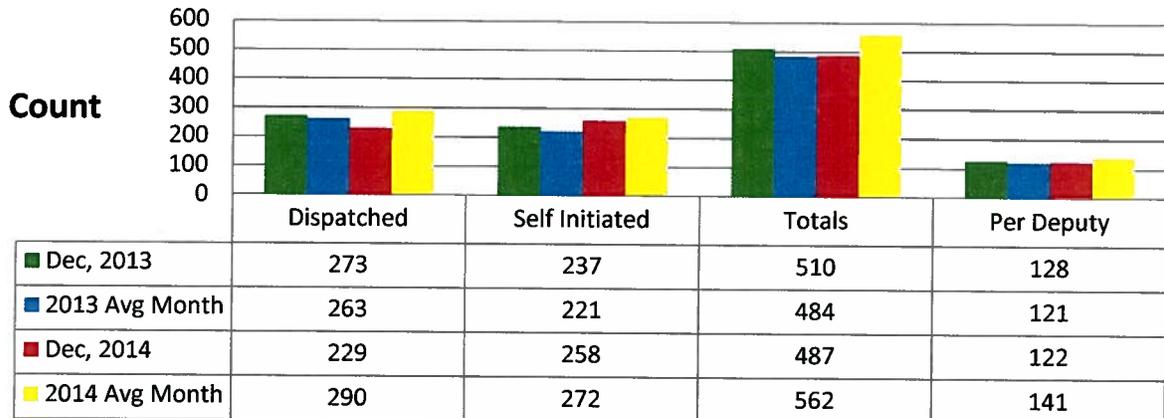
Traffic Calls - Sultan

All Dispositions



Calls By Source - Sultan

All Dispositions



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

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

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Public Hearing PH-1

DATE: January 8, 2015

SUBJECT: Annexation of the Doughnut Hole

CONTACT PERSON: Stacy MacGregor, Senior Planner

ISSUE:

On December 18, 2014, the City Council adopted a resolution to pursue annexation of the area of land known as the "Doughnut Hole". A public hearing on the annexation is a necessary step in the annexation process.

SUMMARY:

The city limits for the City of Sultan does not include an area of land, approximately three acres in area, in the vicinity of River Park. This area of land, commonly referred to as the "Doughnut Hole", includes portions of privately held vacant land, City-held park land, city-held vacant land, WSDOT-held park land, and both City and WSDOT controlled rights-of-way. In addition to not being in the City limits, until October, 2014, the Doughnut Hole was also not in the City's Urban Growth Boundary (UGA).

In 2013, city staff made a request to Snohomish County to amend their Future Land Use Map to add the three acres to the Sultan Urban Growth Area. Throughout 2014, the UGA amendment proposal went through the County process and was approved for inclusion to the Sultan UGA in October of 2014. With a revised UGA boundary, the city is now in position to annex the area into the city limits.

Successful annexation will streamline the permitting process for the future pedestrian/bicycle bridge across the Sultan River. Design and permitting of the bridge will fall under the jurisdictional rules and standards of the jurisdiction in which it is located. If annexation is not sought or not successful, the pedestrian bridge would require permitting approval from both Sultan and Snohomish County which would result in essentially double fees, double review, and different codes that would apply to the bridge sections on either side of the river.

The annexation is subject to the following procedural requirements:

1. **COMPLETED:** Adopted a resolution of intent to annex. The resolution includes a date approximately 2 or more weeks later for a hearing per RCW 35A.14.295.
2. **COMPLETED:** Published a Notice of Hearing on this resolution, including publication of this resolution, on or about December 26, 2014 and January 2, 2015 in the Everett Herald newspaper.

3. Send the resolution to Snohomish County Boundary Review Board with a notice of intent to annex and request a waiver of the BRB process under RCW 36.93.110.
4. NOW: Hold a public hearing as scheduled on resolution. No action will be taken at the hearing.
5. After the BRB completes its review (or sooner if they waive the review), adopt an ordinance providing for annexation with an effective date of at least 45 days later (to allow opportunity for referendum). RCW 35A.14.297.

The ordinance will include provisions for assumption of indebtedness and adoption of a proposed zoning regulation. Following passage of the annexation ordinance, notice of the effective date of the ordinance will be published at least once a week for two weeks in the Everett Herald. Notice will include the effective date of annexation, a description of the property to be annexed, and the adoption of the proposed zoning regulation.

6. Publish the ordinance once a week for two weeks.
7. On date fixed in ordinance of annexation, more than 45 days later, the area to be annexed becomes part of the code city
8. The Annexation Ordinance and a recording fee will be sent to the office of the Boundary Review Board of Snohomish County.

ACTION:

Council is to conduct a public hearing to take testimony regarding annexation of the area of land known as the "Doughnut Hole". No further action is conducted under this agenda item.

ATTACHMENT:

Attachment A: Resolution 14-13: Donut Hole Annexation

**CITY OF SULTAN
WASHINGTON
RESOLUTION NO.14-13**

**A RESOLUTION OF THE CITY OF SULTAN,
WASHINGTON, DECLARING THE CITY'S INTENT TO
ANNEX AN AREA OF UNINCORPORATED SNOHOMISH
COUNTY COMMONLY KNOWN AS THE DOUGHNUT
HOLE; DESCRIBING THE BOUNDARIES OF THE AREA
TO BE ANNEXED; SETTING A DATE FOR A PUBLIC
HEARING ON THE PROPOSED ANNEXATION; AND
PROVIDING DIRECTION TO STAFF.**

WHEREAS, the Snohomish County Council approved an amendment to their Future Land Use Map of the General Policy Plan to add three acres of undeveloped land that will remain designated Public/Institutional Use to the Sultan Urban Growth Area and rezone the subject three acres from Rural Use to Residential (R-7200), and

WHEREAS, the Sultan City Council desires to annex the "Doughnut Hole" into the City of Sultan to facilitate construction of a pedestrian/bicycle bridge connecting River Park to Sportsman Park crossing over the Sultan River; and

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

WHEREAS, RCW 35A.14.295, .297, and .299 establish a process to annex unincorporated territory containing less than 175 acres with all boundaries contiguous to the City; and

WHEREAS, the area commonly known as the "Doughnut Hole" is three acres and has all of its boundaries contiguous to the City; and

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

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

Section 2. Voters. The area consists entirely of vacant land. No voters reside within the area to be annexed.

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

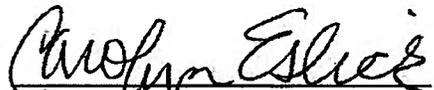
Section 4. Public Hearing Scheduled. The Sultan City Council hereby schedules a public hearing concerning the proposed annexation at the City Council meeting on January 8, 2015, starting at 7:00 p.m. or later, in City Hall.

Section 5. Filing. The Mayor or her designee is hereby authorized and directed to file a copy of this resolution with the Snohomish County Boundary Review Board seeking approval for annexation of the "doughnut hole" to the City of Sultan. The Mayor is further authorized to take all necessary steps to pursue approval of the annexation by the Boundary Review Board including requesting review be waived per RCW 36.93.110.

Section 6. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references to other local or state laws, codes, rules, or regulations, resolution numbering, and section/subsection numbers.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18th DAY OF DECEMBER, 2014.

CITY OF SULTAN


Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

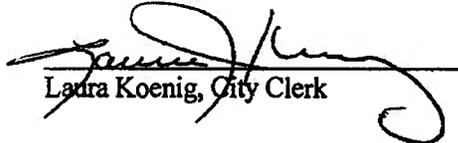

Laura Koenig, City Clerk

EXHIBIT A



City of Sultan
EXISTING SEWER SYSTEM

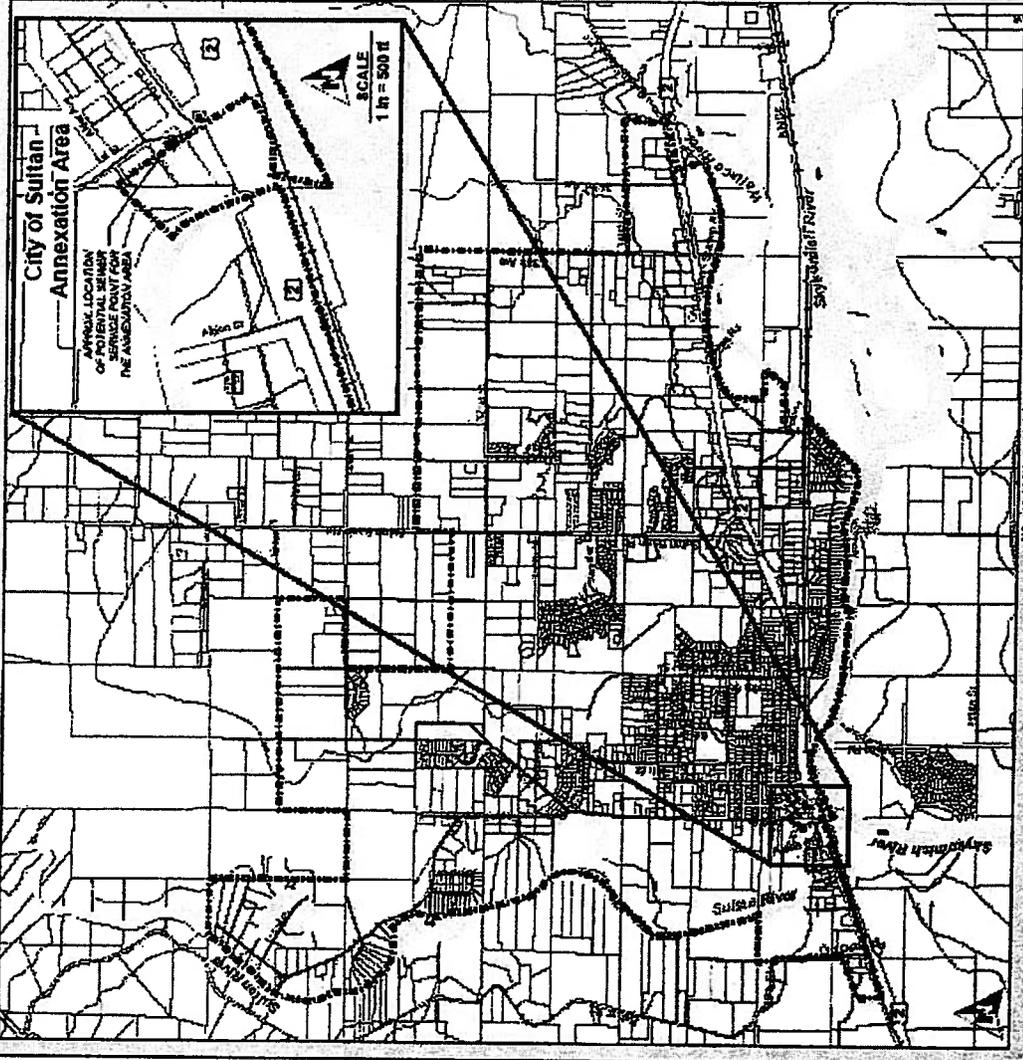
Legend	
[Symbol]	City Limits
[Symbol]	UGA Boundary / Sewer Service Area
[Symbol]	Sewer Infrastructure
[Symbol]	WWTTP
[Symbol]	UG Station
[Symbol]	Force Main
[Symbol]	Gravity Main



This map is a graphic representation derived from the City of Sultan Geographic Information System. It was developed and intended for City of Sultan use only. It is not guaranteed to be accurate. No warranty is made or intended. All information available on the date shown on this map.

Any reproduction or sale of this map or portions thereof is prohibited without express written authorization by the City of Sultan.

This material is owned and copyrighted by the City of Sultan.

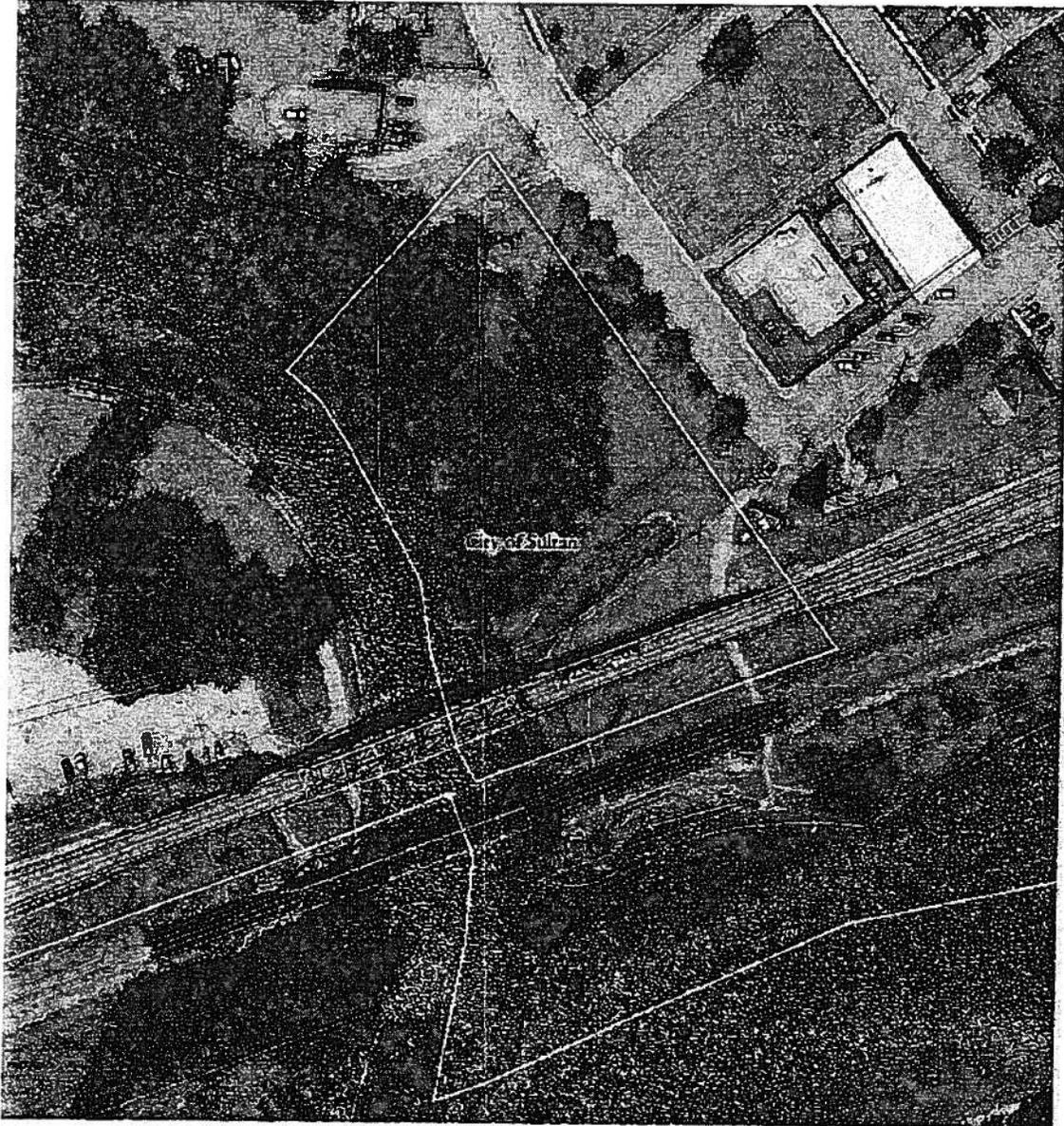


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EXHIBIT B

BEGINNING at the intersection of the Southerly right of way margin of State Route 15 (State Route 2) as existing July, 1962 with the Easterly bank of the Sultan River, said intersection located in Government Lot 4, Township 27 North, Range 8 East, W. M., Snohomish County, Washington, also known as the Point of Beginning of City of Sultan Annexation Ordinance No. 261, effective from and after the 28th day of July, 1962; thence Northerly along said Easterly bank and the Easterly line of said Ordinance 261 to the southwesterly extension of the Northerly right of way margin of Alder Street as dedicated by the Plat of SULTAN CITY WASHINGTON, as recorded in Volume 1 of Plats, page 91, records of said County, and to the City Limits line established by City of Sultan Annexation Ordinance No. 106, as passed the 4th day of August, 1920; thence Northeasterly along said southwesterly extension and Ordinance No. 106 line to a point 48 feet southwesterly of its intersection with the Westerly right of way margin of First Street as dedicated on said Plat; thence Southeasterly along said Ordinance No. 106 line parallel with said Westerly margin to the Northerly right of way margin of the Great Northern Railroad right of way (now being the Burlington Northern Railroad), said Northerly margin being the same as said Southerly margin; thence Westerly along said margins and Ordinance No. 106 line to the POINT OF BEGINNING.

ATTACHMENT A: Aerial map of the annexation area



ITEM NO: Consent C 1
DATE: January 8, 2015
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the December 18, 2014 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – December 18, 2014

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.

CHANGES/ADDITIONS TO THE AGENDA:

1. Consent: Add Interlocal with Sultan School District for Evacuation Trail Hazardous Tree Removal.
2. Executive Session: Discussion on pending/potential litigation
3. Action: Add Settlement Agreement for 4th Street Sewer (following executive session)

COMMENTS FROM THE PUBLIC:

Lucy Hitchcock: Planning Board voted to appoint her to present the following motion to the Council: "Gossett moved that the Planning Board recommend to City Council to review staff proposal to terminate the work on Title 18 and to clarify that the plan proceed with rewriting Title 16 is in alignment with previous council direction to both Planning Board and staff; seconded by Green; All ayes." It was requested the discussion be include on the January 8th agenda.

Appreciates whoever planted the evergreen trees in Osprey Park, as it will be great for the salmon and pleasing to look at.

Kay George: Sent e-mail to Council regarding business license with no response. Was glib on proposed to eliminate business license but would be a good idea. Concerned that under the Startup Interlocal Agreement the city will only bill for time the employee spends and not the supervisor. Water/Sewer pays 20% of executive's time – only to benefit the general fund.

COUNCILMEMBER COMMENTS

McCarty: Don't know when the trees were put in at Osprey Park but has received comments that the large trees will block view of the houses and makes it more like a park. Costs need to be equitable and fair in charges. Task force is doing great – is working with one of the kids on raising goats.

Walker: Had a report from Dyer residents that lights are on in the empty house and the police will increase patrols in the area.

Davenport-Smith: Looking forward to joint meeting with the Planning Board. Working on setting up meetings with legislative representatives to discuss city projects.

Neigel: Agrees there needs to be a joint meeting with Planning Board. Thank Ms. George for her comments and advised that administrative costs are factored into the contract.

Beeler: The Planning Board put a lot of work into Title 18 and he does not want to see it go away but there are some issues with the way it was written. Sometimes it is better to start over and it needs to be fixed before building starts. Advised he does not answer e-mails from citizens. Startup contract does include costs for overhead and the city will receive proper payment to compensate for costs but it will take a year to determine if all costs were recovered. Three staff to run the water plant will be good positive thing for the city. US 2 Safety Coalition discussed what the State would be doing with transportation funding. Issue is still the safety improvements needed on US 2.

Ken Walker, City Administrator: A Face book page advertising a Sultan's private security patrol lists the city hall phone and address is a scam and not connected to the city project. Staff is working to shut down the page. At the Planning Board, a statement was made that the Planning Board is not subject to the open meetings law and they are specifically mentioned in RCW and must comply. Ecology has notified the City that a Level 3 operator may be required. The city has two employees that qualify now but other staff will not meet the experience requirement of 15 years before current employees retire. The city may have to hire a qualified person in the future if Ecology will not provide a waiver.

CITY OF SULTAN COUNCIL MEETING – December 18, 2014

Danielle Evans, City Attorney: The Planning Board worked on Title 18 for two years and no one in the law firm knew it was being worked on. They received over 200 pages with a request to review the code within a month. Land use code needs to make sure it has the correct framework so new staff members understand the code, requirements and fees. The code presented is difficult to read and understand and has sections that need more attention. There are good elements but the overall code was not easy to navigate. There are some legal issues with vesting, areas that were too discretionary that may not be applied in a fair and equitable way. Recommends the city step back and review it to make it useable for everyone.

Mayor Eslick: Eagle Ridge is having issues with mailbox burglaries. VOA has requested Joe Neigel work with them on training volunteers with the Task Force.

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

- 1) Police Report
- 2) Animal/Code Enforcement
- 3) Public Works

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

- 1) Approval of the Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$540,883.18 and payroll through November 21, 2014 in the amount of \$80,375.69 to be drawn and paid on the proper accounts.
- 3) Startup Interlocal Agreement
- 4) Resolution 14-14 - Surplus List
- 5) Finance Committee – December 30, 2014 meeting to approval vouchers
- 6) Interlocal with Sultan School District for Evacuation Trail Hazardous Tree Removal.

ACTION ITEMS:**Ordinance 1206-14 – 2015 Budget**

The issue before the Council is the adoption of Ordinance 1206-14 to adopt a budget for the 2015 fiscal year. The detailed budget and department reports were prepared and submitted to the Council during the public hearing process on October 23, 2014, November 6, 2014 and November 20, 2014.

The General fund is the largest fund in the budget. The General fund is supported by taxes and fees and generally has no funding restrictions. The General and Street funds share revenue sources including property taxes and utility taxes.

As a part of the budget process, staff reviews the 2015 work plan for each fund. A review of current job responsibilities, the proposed work program for the next year and the actual hours worked is used to determine the appropriate fund to charge for the salaries and benefits. Staff time must be appropriated to the fund for which the employee performs the work. Allocation of Council time is based on agenda items. All salary allocations are based on recognized accounting practices identified by Audit Report 1006136.

The General Fund is comprised of 13 departments and provides:

- General management and financial services
- Law Enforcement services
- Planning and Building services
- Parks and recreation service

CITY OF SULTAN COUNCIL MEETING – December 18, 2014

The Public Works Department has six operating funds:

- Street fund
- Cemetery fund
- Water fund
- Sewer fund
- Garbage fund
- Stormwater fund

On a motion by Councilmember Neigel, seconded by Councilmember Seehuus, Ordinance 1206-14 setting the 2015 Budget, was adopted. All ayes.

Resolution 14-11 – 2015 Fee Schedule

The issue before the Council is to authorize the Mayor to sign Resolution 14-11, 2015 City of Sultan Fee Schedule. Resolution 14-11 sets fees charged by the City for the various services provided to citizens and community members.

The City Council reviews proposed changes to the fee schedule each year as part of the budget process to ensure the fees charged for services cover the cost of service to the benefiting party. Over the last five years, the City Council has been systematically removing fees from the municipal code and incorporating them into the annual fee schedule.

The land use fee schedule was updated with new fees proposed for various permits and approvals that were not included in the prior fee schedule. The proposed fees were set at the same rate as similar permit or approval types. A few fees were amended to have a base fee to account for staff time and then a retainer fee for outside review. Floodplain development permits were moved from building into land use as they are administered under Title 16. Street vacations were moved from land use into public works as they are not a land use decision.

On a motion by Councilmember Seehuus, seconded by Councilmember Walker, the Resolution 14-11 – 2015 Fee Schedule was adopted. All ayes.

Everett Intertie Material Purchase

The issue before the council is to authorize the expenditure to purchase materials necessary for staff to construct the Everett Intertie Flow Control Valve Improvements at the Water Treatment Plant from Ferguson Waterworks for an amount not to exceed \$8,063.98 plus sales tax and freight charges.

The City of Sultan contracted with RH2 Engineering on November 22, 2013 to evaluate improvements necessary to allow the existing Everett intertie to open automatically in the event that the existing 632 Zone Booster Pump Station (BPS) cannot provide adequate pressures to the system. RH2 then prepared construction drawings with an itemized materials list to aid the City in obtaining quotes from suppliers. The City requested written quotes from three companies. The 2015 budget Capital Budget included this project with an estimated total expenditure of \$40,000. The materials element of the project is estimated to be \$29,500, so there is adequate budget available for this purchase.

On a motion by Councilmember Davenport-smith, seconded by Councilmember Naslund, staff was authorized to purchase the materials from Ferguson Waterworks for an amount not to exceed \$8,063.98 plus sales tax and freight charges to construct the Everett Intertie Flow Control Valve Improvements at the Water Treatment Plan. All ayes.

Resolution 14-13 – Intent to Annex “Donut Hole”

The issue before the Council is the adoption of Resolution 14-13 directing staff to pursue annexation of the 3-acre area of land known as the “Doughnut Hole”.

CITY OF SULTAN COUNCIL MEETING – December 18, 2014

The city limits for the City of Sultan does not include an area of land, approximately three acres in area in the vicinity of River Park. This area of land, commonly referred to as the “Doughnut Hole”, includes portions of privately held vacant land, City-held park land, city-held vacant land, WSDOT-held park land, and both City and WSDOT controlled rights-of-way. In addition to not being in the City limits, until October 2014, the Doughnut Hole was also not in the City’s Urban Growth Boundary (UGA).

In 2013, city staff made a request to Snohomish County to amend their Future Land Use Map to add the three acres to the Sultan Urban Growth Area. Throughout 2014, the UGA amendment proposal went through the County process and approved for inclusion to the Sultan UGA in October of 2014. With a revised UGA boundary, the city is now in position to annex the area into the city limits.

Successful annexation will streamline the permitting process for the future pedestrian/bicycle bridge across the Sultan River. Design and permitting of the bridge will fall under the jurisdictional rules and standards of the jurisdiction in which it is located. If annexation is not sought or not successful, the pedestrian bridge would require permitting approval from both Sultan and Snohomish County which would result in essentially double fees, double review, and different codes that would apply to the bridge sections on either side of the river.

On a motion by Councilmember Naslund, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign Resolution 14-13 to pursue annexation of the Doughnut Hole and hold a public hearing on January 8, 2015. All ayes.

DISCUSSION ITEMS:**Council Procedures**

The issue before the Council is to discuss and provide direction to staff in regards to amending the Council Meeting Procedures to eliminate the requirement to record all meetings held in the Community Center Council Chambers and posting those recordings to the City web site.

Under the RCW's there are no requirements to record council meetings (see Attachment A). There is a requirement for written minutes under the RCW's. Unless the audio recordings are transcribed and the transcription is approved, the recordings must be retained as a public record for 6 years.

In October 2014, the city held a workshop on the Open Meeting Acts to comply with the current state requirement for all elected officials and staff to have training in the Open Meetings Act and Public Records Act. During the workshop, it was strongly recommended that the city no longer record meetings. It was noted that many cities have discontinued the practice of recording meetings as often it is not possible to properly identify the speaker.

Discussion was held regarding the benefits of recording; posting on the web site; how often requests are made for copies of the tapes; issues with the recording equipment.

The consensus of the council was to continue to record and not post on the web until update equipment is purchased.

EXECUTIVE SESSION: On a motion by Councilmember Seehuus, seconded by Councilmember Naslund, the Council adjourned to executive session at 7:55 PM for thirty minutes to discuss pending and potential litigation. All ayes. Councilmember McCarty excused himself for part of the executive session. The Council returned to regular session at 8:25 PM.

Settlement Agreement for 4th Street Sewer (following executive session)

The issue before the council is to authorize the Mayor to sign the Settlement Agreement prepared by the City Attorney with the Blueline Group, LLC ("Blueline"), and SRV Construction, Inc. ("SRV") to resolve the cured-in-place (CIPP) sanitary sewer issue related to the 4th Street project.

CITY OF SULTAN COUNCIL MEETING – December 18, 2014

The sewer schedules for High and 4th currently are \$9,263.89 over budget, primarily due to the additional cost of the 10-inch CIPP that was installed because 10-inch is an unusual size and is not readily available. Adding the \$7,500 to the \$9,263.89 totals \$16,763.89. The available contingency funds for cost overruns for sewer for this project is \$21,471. Finally, the City has the ability to prepare a check for \$32,000 in 2014 without a budget amendment. A buffer of approximately \$100,000 would be left available in the Sewer Operating Fund.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Walker, the Mayor was authorized to sign the Settlement Agreement with the Blueline Group, LLC ("Blueline"), and SRV Construction, Inc. ("SRV") to resolve the cured-in-place (CIPP) sanitary sewer issue related to the 4th Street project. All ayes.

PUBLIC COMMENTS

Lucy Hitchcock: The Planning Board has different people recording and staff must listen to the tape to get the minutes correct. The person did not say they are not subject to the Open Public Meetings act. They spoke to an attorney and were advised the board makes recommendations only.

COUNCIL RESPONSE TO COMMENTS

Beeler: Recording the meetings is good.

Ken Walker: He did listen to the tape and the statement was made that the Planning Board is not subject to the same rules. He wants to make sure the Planning Board knows the rules and that they don't break the law thru e-mail use. Decisions are being made to recommend an action.

Adjournment: On a motion by Councilmember Naslund, seconded by Councilmember Seehuus, 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: January 8, 2015
SUBJECT: Voucher Approval - 2014
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$63,784.74 and payroll through December 19, 2014 in the amount of \$52,449.12 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$116,233.86

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
December 30, 2014**

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

Laura J. Koenig, Clerk/Deputy Finance Director

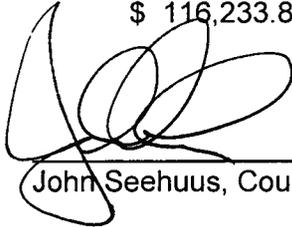
We, the undersigned City Council of Sultan Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the claims are approved for payment in the following amounts:

Payroll Check #30054-61	\$ 5,621.72
Direct Deposit #26	\$ 26,016.05
Benefits Check #30062-65	\$ 8,811.42
Tax Deposit #26	\$ 11,999.93
Accounts Payable Checks #30066-101	\$ 55,710.41
ACH Transactions - DOR	\$ 8,074.33

TOTAL

\$ 116,233.86

Bob McCarty, Councilmember



John Seehuus, Councilmember

Rocky Walker, Councilmember



Joe Neigel, Councilmember

Sarah Davenport-Smith, Councilmember



Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 12/30/2014 - 11:55 AM

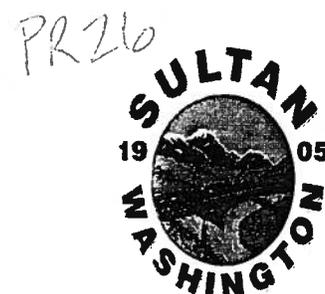


Check	Date	Vendor No	Vendor Name	Amount	Voucher
30066	12/30/2014	agsupply	AG Supply Co	844.95	0
30067	12/30/2014	amtest	AM Test	465.00	0
30068	12/30/2014	APP	Associated Petroleum Products Inc	750.53	0
30069	12/30/2014	bickford	Bickford Motors, Inc	210.09	0
30070	12/30/2014	Capital	Capital Industries, Inc	14,009.40	0
30071	12/30/2014	cintas	Cintas Document Management	89.55	0
30072	12/30/2014	Corin	Correctional Industries	481.40	0
30073	12/30/2014	DOLI	Department of Labor & Industries	12.60	0
30074	12/30/2014	DiJulio	DiJulio Displays, Inc.	540.97	0
30075	12/30/2014	direct	Direct Disposables	330.00	0
30076	12/30/2014	dynacco	Dynacco	2,438.26	0
30077	12/30/2014	Frontier	Frontier	316.15	0
30078	12/30/2014	GBGeek	Gold Bar Geek	1,303.20	0
30079	12/30/2014	HoneyB	Honey Bucket	185.50	0
30080	12/30/2014	lakeside	Lakeside Industries	734.38	0
30081	12/30/2014	lowes	Lowe's	619.52	0
30082	12/30/2014	Mailfin	Mail Finance	732.66	0
30083	12/30/2014	napa	Monroe Parts House	1,511.92	0
30084	12/30/2014	MotorTru	Motor Trucks Inc	1,185.78	0
30085	12/30/2014	OASYS	Oasys Office Automation Systems	39.42	0
30086	12/30/2014	OfcDepot	Office Depot	1,976.60	0
30087	12/30/2014	PUD 1	PUD	3,804.42	0
30088	12/30/2014	PSE	Puget Sound Energy	673.43	0
30089	12/30/2014	Pumptech	PumpTech, Inc.	6,787.50	0
30090	12/30/2014	rh2	RH2 Engineering, Inc.	2,951.30	0
30091	12/30/2014	SnoPlan	Snohomish County Planning and Deve	1,986.00	0
30092	12/30/2014	SoundPub	Sound Publishing Inc	75.68	0
30093	12/30/2014	SRVConst	SRV Construction Inc.	5,889.46	0
30094	12/30/2014	TSI	Technical Systems, Inc.	1,626.29	0
30095	12/30/2014	PartWork	The Part Works, Inc.	44.13	0
30096	12/30/2014	atrua	Aimee Lou Trua	1,850.00	0
30097	12/30/2014	VerizonW	Verizon Wireless	580.75	0
30098	12/30/2014	visa	Visa	63.59	0
30099	12/30/2014	visa	Visa	12.22	0
30100	12/30/2014	WSysFab	Western Systems & Fabrication	358.45	0
30101	12/30/2014	MWilliam	Mike Williams	229.31	0
				<hr/> <hr/>	
Check Total:				55,710.41	
				<hr/> <hr/>	

Check Date	Check Number	Employee No	Employee Name	Amount
12/24/2014	0	001	Laura Koenig	1,925.51
12/24/2014	0	004	Donna Murphy	1,342.38
12/24/2014	0	007	Julie Addington	1,422.34
12/24/2014	0	010	Cynthia Sparks	1,607.00
12/24/2014	0	011	Janice Mann	1,121.43
12/24/2014	0	013	Rosemary Murphy	1,195.82
12/24/2014	0	015	Kenneth Walker	2,231.04
12/24/2014	0	016	Stacy MacGregor	1,588.51
12/24/2014	0	019	Michael Matheson	2,693.34
12/24/2014	0	020	Connie Dunn	1,939.91
12/24/2014	0	025	John Harris	1,966.58
12/24/2014	0	028	Todd Strom	1,629.82
12/24/2014	0	049	Victoria Forte	949.00
12/24/2014	0	098	Robert McCarty	415.57
12/24/2014	0	120	Matthew Wood	1,757.22
12/24/2014	0	121	Jason Strauss	1,319.43
12/24/2014	0	125	Riley Edwards	911.15
Total Employees:			17	Total: 26,016.05

Payroll Computer Check Register

User: julie.addington
 Printed: 12/22/2014 - 12:34PM
 Batch: 00002-12-2014 Computer



Check No	Check Date	Employee Information	Amount
30054	12/24/2014	024 Michael Williams	1,822.08
30055	12/24/2014	029 James Barns	1,373.56
30056	12/24/2014	073 Sarah Davenport-Smith	392.49
30057	12/24/2014	074 John Seehuus	394.42
30058	12/24/2014	092 Jeffrey Beeler, Sr	415.57
30059	12/24/2014	094 Joseph Neigel	415.57
30060	12/24/2014	095 Marianne Naslund	415.57
30061	12/24/2014	099 Rocky Walker	392.49
Total Number of Employees:	8	Total for Payroll Check Run:	5,621.75

Accounts Payable Check Register Totals Only

User: laura.koenig
 Printed: 12/30/2014 - 11:22 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30062	12/30/2014	Retire	Department of Retirement	1,987.50	0
30063	12/30/2014	Retire	Department of Retirement	5,959.02	0
30064	12/30/2014	AFLAC	AFLAC	111.90	0
30065	12/30/2014	UNION	Teamsters Local Union #763	753.00	0
Check Total:				8,811.42	

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
30053	12/19/2014	UTILITY SEWER FUND	Capital - Construction	SRV Construction Inc.	32,000.00
30062	12/30/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	21.24
30062	12/30/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	487.26
30062	12/30/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	91.10
30062	12/30/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	5.87
30062	12/30/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	26.49
30062	12/30/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	345.52
30062	12/30/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	535.01
30062	12/30/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	139.48
30062	12/30/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	106.77
30062	12/30/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	74.52
30062	12/30/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	25.49
30062	12/30/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.50
30062	12/30/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	7.50
30062	12/30/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	57.26
30062	12/30/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	43.01
30062	12/30/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	19.48
30063	12/30/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	113.77
30063	12/30/2014	GENERAL FUND	PERS Payable	Department of Retirement	61.77
30063	12/30/2014	GENERAL FUND	PERS Payable	Department of Retirement	409.46
30063	12/30/2014	STREET FUND	PERS Payable	Department of Retirement	115.99
30063	12/30/2014	CEMETERY FUND	PERS Payable	Department of Retirement	18.28
30063	12/30/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	22.89
30063	12/30/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	547.35
30063	12/30/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	484.55
30063	12/30/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	271.05
30063	12/30/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	144.21
30063	12/30/2014	GENERAL FUND	PERS Payable	Department of Retirement	766.42
30063	12/30/2014	STREET FUND	PERS Payable	Department of Retirement	217.12
30063	12/30/2014	CEMETERY FUND	PERS Payable	Department of Retirement	34.27
30063	12/30/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	42.88
30063	12/30/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,024.58
30063	12/30/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	907.07
30063	12/30/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	507.49
30063	12/30/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	269.87
30064	12/30/2014	STREET FUND	AFLAC Payable	AFLAC	0.13
30064	12/30/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.03
30064	12/30/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.86

30064	12/30/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.03
30064	12/30/2014	STREET FUND	AFLAC Payable	AFLAC	0.33
30064	12/30/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.09
30064	12/30/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.61
30064	12/30/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.87
30064	12/30/2014	STREET FUND	AFLAC Payable	AFLAC	0.13
30064	12/30/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.04
30064	12/30/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.86
30064	12/30/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.02
30064	12/30/2014	STREET FUND	AFLAC Payable	AFLAC	0.32
30064	12/30/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.09
30064	12/30/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.62
30064	12/30/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.87
30065	12/30/2014	GENERAL FUND	AFLAC Payable	AFLAC	82.32
30065	12/30/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	11.81
30065	12/30/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.94
30065	12/30/2014	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	0.74
30065	12/30/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	91.13
30065	12/30/2014	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	82.10
30065	12/30/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	59.12
30065	12/30/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.34
30065	12/30/2014	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	4.49
30065	12/30/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	3.76
30065	12/30/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	1.24
30065	12/30/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	2.01
30065	12/30/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	12.49
30065	12/30/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	1.01
30065	12/30/2014	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	82.29
30065	12/30/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	11.82
30065	12/30/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.94
30065	12/30/2014	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	0.74
30065	12/30/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	91.14
30065	12/30/2014	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	82.09
30065	12/30/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	59.12
30065	12/30/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.36
30065	12/30/2014	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	4.50
30065	12/30/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	3.75
30065	12/30/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	1.25
30065	12/30/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	2.00
30065	12/30/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	12.50
30065	12/30/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	1.00
30066	12/30/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	3.50

30066	12/30/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	13.30
30066	12/30/2014	GENERAL FUND	Office Supplies	AG Supply Co	34.53
30066	12/30/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	61.28
30066	12/30/2014	UTILITY SEWER FUND	Small Tools/Minor Equipment	AG Supply Co	16.28
30066	12/30/2014	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	168.24
30066	12/30/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	29.76
30066	12/30/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	12.55
30066	12/30/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	12.12
30066	12/30/2014	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	359.44
30066	12/30/2014	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	31.45
30066	12/30/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	AG Supply Co	28.76
30066	12/30/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	12.30
30066	12/30/2014	STREET FUND	Office/Operating Supplies	AG Supply Co	12.28
30066	12/30/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	12.28
30066	12/30/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	36.88
30067	12/30/2014	UTILITY WATER FUND	Water - Testing	AM Test	25.00
30067	12/30/2014	UTILITY WATER FUND	Water - Testing	AM Test	440.00
30068	12/30/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	448.82
30068	12/30/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	54.79
30068	12/30/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	206.39
30068	12/30/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	13.51
30068	12/30/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	13.51
30068	12/30/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	13.51
30069	12/30/2014	GENERAL FUND	Vehicle Maintenance	Bickford Motors, Inc	70.03
30069	12/30/2014	STREET FUND	Vehicle Operation/Maintenance	Bickford Motors, Inc	70.03
30069	12/30/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Bickford Motors, Inc	70.03
30070	12/30/2014	UTILITY GARBAGE FUND	Capital Outlay - Equipment	Capital Industries, Inc	14,009.40
30071	12/30/2014	GENERAL FUND	Office/Operating Supplies	Cintas Document Management	89.55
30072	12/30/2014	UTILITY WATER FUND	Office Supplies	Correctional Industries	60.18
30072	12/30/2014	UTILITY SEWER FUND	Office Supplies	Correctional Industries	60.17
30072	12/30/2014	UTILITY SEWER FUND	Office Supplies	Correctional Industries	60.18
30072	12/30/2014	STREET FUND	Office Supplies	Correctional Industries	60.17
30072	12/30/2014	GENERAL FUND	Office/Operating Supplies	Correctional Industries	240.70
30073	12/30/2014	GENERAL FUND	Repair and Maintenance	Department of Labor & Industries	12.60
30074	12/30/2014	BUILDING MAINTENANCE FUND	Operating Supply	Dijulio Displays, Inc.	540.97
30075	12/30/2014	UTILITY GARBAGE FUND	Operating Supplies	Direct Disposables	330.00
30076	12/30/2014	UTILITY WATER FUND	Operating Supply	Dynacco	2,958.26
30076	12/30/2014	UTILITY WATER FUND	Operating Supply	Dynacco	-520.00
30077	12/30/2014	UTILITY SEWER FUND	Communication	Frontier	231.97
30077	12/30/2014	GENERAL FUND	Communication	Frontier	16.84
30077	12/30/2014	STREET FUND	Communication	Frontier	16.83
30077	12/30/2014	UTILITY WATER FUND	Communication	Frontier	16.84

30077	12/30/2014	UTILITY SEWER FUND	Communication	Frontier	16.83
30077	12/30/2014	UTILITY GARBAGE FUND	Communication	Frontier	16.84
30078	12/30/2014	INFORMATION TECHNOLOGY FUND -	Professional Service	Gold Bar Geek	1,303.20
30079	12/30/2014	UTILITY SEWER FUND	Rentals	Honey Bucket	185.50
30080	12/30/2014	UTILITY WATER FUND	Operating Supply	Lakeside Industries	244.79
30080	12/30/2014	UTILITY SEWER FUND	Operating Supplies	Lakeside Industries	244.79
30080	12/30/2014	STORMWATER UTILITY FUND	Operating Supplies	Lakeside Industries	244.80
30081	12/30/2014	UTILITY WATER FUND	Repair and Maintenance	Lowes	618.61
30081	12/30/2014	UTILITY WATER FUND	Repair and Maintenance	Lowes	0.91
30082	12/30/2014	UTILITY WATER FUND	Rentals	Mail Finance	202.87
30082	12/30/2014	UTILITY WATER FUND	Rentals	Mail Finance	147.85
30082	12/30/2014	UTILITY SEWER FUND	Miscellaneous	Mail Finance	186.76
30082	12/30/2014	UTILITY GARBAGE FUND	Rentals	Mail Finance	195.18
30082	12/30/2014	STORMWATER UTILITY FUND	Rentals	Mail Finance	109.63
30083	12/30/2014	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	156.53
30083	12/30/2014	GENERAL FUND	Volunteer Program	Monroe Parts House	490.36
30083	12/30/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	354.34
30083	12/30/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	32.61
30083	12/30/2014	STREET FUND	Capital - Equipment and Signs	Monroe Parts House	39.20
30083	12/30/2014	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Monroe Parts House	16.76
30083	12/30/2014	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	81.00
30083	12/30/2014	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	80.00
30083	12/30/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	8.56
30083	12/30/2014	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	142.93
30083	12/30/2014	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Monroe Parts House	1,185.78
30084	12/30/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Motor Trucks Inc	6.57
30085	12/30/2014	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	6.57
30085	12/30/2014	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	6.57
30085	12/30/2014	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	6.58
30085	12/30/2014	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	6.56
30085	12/30/2014	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	6.57
30085	12/30/2014	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	154.75
30086	12/30/2014	UTILITY WATER FUND	Office Supplies	Office Depot	154.76
30086	12/30/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	154.75
30086	12/30/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	154.76
30086	12/30/2014	STREET FUND	Office Supplies	Office Depot	619.01
30086	12/30/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	41.84
30086	12/30/2014	UTILITY WATER FUND	Office Supplies	Office Depot	41.84
30086	12/30/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	41.84
30086	12/30/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	41.84
30086	12/30/2014	STREET FUND	Office Supplies	Office Depot	167.35
30086	12/30/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	283.51
30086	12/30/2014	UTILITY WATER FUND	Office Supplies	Office Depot	

30086	12/30/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	21.71
30086	12/30/2014	UTILITY WATER FUND	Office Supplies	Office Depot	2.31
30086	12/30/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	2.30
30086	12/30/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	2.31
30086	12/30/2014	STREET FUND	Office Supplies	Office Depot	2.31
30086	12/30/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	9.22
30086	12/30/2014	UTILITY WATER FUND	Office Supplies	Office Depot	4.34
30086	12/30/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	4.35
30086	12/30/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	4.34
30086	12/30/2014	STREET FUND	Office Supplies	Office Depot	4.34
30086	12/30/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	17.37
30086	12/30/2014	UTILITY WATER FUND	Office Supplies	Office Depot	5.68
30086	12/30/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	5.68
30086	12/30/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	5.68
30086	12/30/2014	STREET FUND	Office Supplies	Office Depot	5.69
30086	12/30/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	22.72
30087	12/30/2014	UTILITY SEWER FUND	Utilities	PUD	3,804.42
30088	12/30/2014	GENERAL FUND	Utilities	Puget Sound Energy	146.14
30088	12/30/2014	GENERAL FUND	Utilities	Puget Sound Energy	213.44
30088	12/30/2014	STREET FUND	Utilities	Puget Sound Energy	78.46
30088	12/30/2014	UTILITY WATER FUND	Utilities	Puget Sound Energy	78.47
30088	12/30/2014	UTILITY SEWER FUND	Utilities	Puget Sound Energy	78.46
30088	12/30/2014	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	78.46
30088	12/30/2014	UTILITY SEWER FUND	Utilities	Puget Sound Energy	78.46
30089	12/30/2014	UTILITY SEWER FUND	Repair and Maintenance	PumpTech, Inc.	6,787.50
30090	12/30/2014	SEWER SYSTEM IMPROVEMENT FUND	Professional Service Engineeri	RH2 Engineering, Inc.	326.46
30090	12/30/2014	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	1,499.22
30090	12/30/2014	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	1,125.62
30091	12/30/2014	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Plann and Development	1,722.00
30091	12/30/2014	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Plann and Development	264.00
30092	12/30/2014	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	55.04
30092	12/30/2014	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	20.64
30093	12/30/2014	STREET IMPROVEMENT FUND	Alder Avenue Project	SRV Construction Inc.	5,889.46
30094	12/30/2014	UTILITY SEWER FUND	Repair and Maintenance	Technical Systems, Inc.	1,626.29
30095	12/30/2014	BUILDING MAINTENANCE FUND	Operating Supply	The Part Works, Inc.	44.13
30096	12/30/2014	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	1,700.00
30096	12/30/2014	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	150.00
30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
30097	12/30/2014	STREET FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	37.89

30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	54.91
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	37.89
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	54.91
30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	37.89
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	37.89
30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	4.49
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	STREET FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.99
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	STREET FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	4.49
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	STREET FUND	Communication	Verizon Wireless	4.48
30097	12/30/2014	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	54.91
30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
30097	12/30/2014	STREET FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
30097	12/30/2014	GENERAL FUND	Communication	Verizon Wireless	10.98
30097	12/30/2014	STREET FUND	Communication	Verizon Wireless	10.98
30098	12/30/2014	GENERAL FUND	Travel and Seminars	Visa	38.36
30098	12/30/2014	GENERAL FUND	Travel and Seminars	Visa	25.23
30099	12/30/2014	GENERAL FUND	Bank Fees	Visa	12.22
30100	12/30/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Western Systems & Fabrication	358.45
30101	12/30/2014	UTILITY WATER FUND	Uniforms	Mike Williams	229.31
				TOTAL	96,521.83

**SULTAN CITY COUNCIL SUBCOMMITTEE
AGENDA ITEM COVER SHEET**

ITEM NO: Consent – C 3

DATE: January 8, 2015

SUBJECT: Confirm Appointment of Mayor Karen Guzak of Snohomish as the Snohomish County Health Board Representative

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is to confirm the appointment of Mayor Karen Guzak from the City of Snohomish as the District 5 Board Representative to the Snohomish Health District.

STAFF RECOMMENDATION:

Confirm the appointment of Mayor Karen Guzak from the City of Snohomish as the District 5 Representative to the Snohomish Health District.

SUMMARY:

Mayor Karen Guzak from the City of Snohomish is the current District 5 board representative. Jim Flower held this position until he retired from the Sultan City Council in May 2010.

The City Council needs to either confirm the appointment of Mayor Karen Guzak to the Health Board or take nominations for a new representative. The nomination would need to be presented to the cities of Index, Gold Bar, Sultan, Monroe and Snohomish for confirmation.

The Snohomish County Health Board is a 15-member Board of Health, composed of local county and city elected officials, who oversee the policy and budget of the Health District.

The Snohomish Health District will hold the annual meeting to elect Board of Health Officers on January 13, 2015 and has requested a letter certifying the City's representative by that date.

RECOMMENDED ACTION:

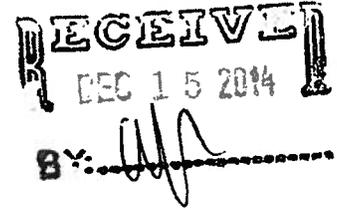
Confirm the appointment of Mayor Karen Guzak from the City of Snohomish as the District 5 Board Representative to the Snohomish Health District.

Attachments: A. Letter from Snohomish Health District



December 10, 2014

Mayor Carolyn Eslick
City of Sultan
PO Box 1199
Sultan, WA 98294



Re: Annual Certification of Board of Health Representative

Dear Mayor Eslick:

I'm requesting your help in certifying your city's representative to the Snohomish County Board of Health.

The Board sets local public health policy and oversees the operations of the Snohomish Health District. This is an opportunity to affect the health of all Snohomish County residents. For example, the Board sets the standards for how food is handled in local restaurants and for septic system installations. Through the budget process, the Board determines the Health District's programming, which affects how infectious diseases are prevented, how we respond to emergencies, and how we deal with the increasing challenges of an aging population and chronic diseases.

- (a) *The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.*
- (b) *Cities and towns other than the largest within each County Council District jointly shall select a single representative by a method of their choosing. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District.*

Lake Stevens is the largest city in District 5 and appoints its own representative. Sultan shares its representation on the Board with the other cities and towns in District 5, including Gold Bar, Index, Monroe, and Snohomish. The current representative for your city on the Board of Health is Mayor Karen Guzak, City of Snohomish.

The first 2015 meeting of the Board will occur on January 13, 2015, at which time the Board will elect its officers. In order to be in compliance with the Health District Charter, I request a letter from your city by January 8, 2015, signed by the mayor or city manager, certifying your representative to the Board of Health for 2015.

I believe that participation on the Board has proved and will continue to prove highly rewarding for members. If you have any questions, please call me at (425) 339-5210.

Sincerely,

Gary Goldbaum, MD, MPH
Health Officer & Director

GG/lo

c: Mayor Karen Guzak
President, Sultan City Council

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A – 1

DATE: January 8, 2015

SUBJECT: Approve and Award Bid for Electrical Power Installation to City Equipment Garage

CONTACT PERSON: Matt Wood, Water Treatment Plant Operator

ISSUE:

The issue before the council is to authorize the Mayor to approve the expenditure to Wyatt Electric for the installation of an electrical power supply to our City Equipment Storage Facility. The project will include the installation of a 60 amp sub-panel, new lights with motion sensors, and power source outlets throughout the building.

STAFF RECOMMENDATION:

Authorize the Mayor to approve the expenditure for Wyatt Electric to install lighting and power outlets throughout the City Equipment Garage not to exceed \$6,040.00 without written authorization by the City Council.

SUMMARY:

The proposed scope of work includes:

- Installation of conduit and wiring
- Installation of lighting and motion sensors
- Installation of outlet boxes
- Installation of 60 amp sub-panel

ALTERNATIVES:

1. Authorize the Mayor to approve the expenditure for Markley Electric in the amount of \$7,400.00 to perform the same scope of work as stated above.
2. Do not authorize the Mayor to approve the expenditure and direct staff to areas of concern.

FISCAL IMPACT:

Wyatt Electric has quoted us \$5,037.00, which includes permits and taxes. We added in an extra \$1,000.00 for contingency. This expenditure will be coming out of the 2015 Capital Improvement Projects Budget that has \$14,000.00. The expenditure will be divided between garbage, sewer, water, and storm.

DISCUSSION:

Approving this project will help the city significantly in many ways. The city has made some very important investments in purchasing our new garbage truck, as well as our new vactor truck last year, to go along with the other heavy equipment that is already owned. It is absolutely necessary to take care of these key pieces of equipment that we use every day. Adding the proper power supply and lighting will greatly reduce the electrical hazard and theft issues we have now, as well as aiding in the safety of our work place.

Right now, the equipment storage facility consists of 8 pieces of heavy equipment, which are required to be plugged in (engine block heaters) during the winter months. Currently, we use multiple extension cords (over 100 feet) ran from the power box of the city's gas house. The required power to run all of the block heaters exceeds the max capacity of the extension cords and the fuse panel circuit breakers in the power box. We are constantly replacing extension cords which burn up or short out and have circuit breakers in the power box which continually trip.

As part of the bid, we have included lighting with motion sensors for the equipment storage facility. Recently, we have had numerous accounts of fuel being stolen out of our city heavy equipment. This will help discourage thieves from stealing fuel out of our vehicles. Our current situation, without the lights, will not allow our cameras to identify who is coming or going during the night when the city shop is locked up. Lighting will help solve this problem and will significantly save the city money.

RECOMMENDED ACTION:

Hire Wyatt Electric to complete the installation of a new electrical power supply, new lights, and power outlets to the city's equipment storage facility in the amount not to exceed \$6,040.00.

Attachment A
Attachment B
Attachment C

Wyatt Electric's Quote
Markley Electric's Quote
Public Works Contract with Wyatt Electric

COUNCIL ACTION:

DATE:



204 E Stanley ST - PO BOX 74 - Granite Falls, WA. 98252

360.454.0641 office – 425.870.5485 cell - 888.857.4196 fax

WyattElectric@gmail.com – www.WyattElectric.net

ELECTRICAL BID

CLIENT: City of Sultan

Job Name: Warehouse Electrical

Work to be installed on this job by Wyatt Electric, Inc.:

Warehouse Electrical:

- Install Sub Panel 240volt 60amps 1phase:
 - Install 1 new ITE 240volt 60amp Main lug 1phase Outdoor NEMA 3R rated weather proof panel 24space, with 60amp main breaker
 - Install 2 new ground rods with # 6 bare copper ground wire
 - Install 30ft of 1" PVC conduit from existing main panel to new sub panel
 - Install 30ft of Feeder wire from existing main panel to new sub panel
 - Black 6 gauge wire x 1
 - Red 6 gauge wire x 1
 - White 6 gauge wire x 1
 - Green 8 gauge wire x 1
 - Install 1 60amp 240volt breaker for existing main panel to feed new sub panel
 - Label and Test

- Install 8 4lamp T8 strip fixtures
 - Install 8 8ft 4lamp T8 strip fixtures surface mounted to beam 120volt
 - Install 32 4ft T8 bulbs 5000K
 - Install 8 fixture mount Motion sensors
 - Install 1 dedicated circuit for lighting 120volt 20amps with new ITE breaker
 - Install ¾" EMT conduit, fittings, supports, junction boxes
 - Install new THHN copper wire
 - Black 12 gauge wire x 1
 - White 12 gauge wire x 1
 - Green 12 gauge wire x 1
 - Label and Test

- Install new General duty outlets
 - Install 5 Quad outlets
 - 5 GFCI outlets WR TR
 - 5 Outlets WR TR
 - Install 5 dedicated circuit for outlets 120volt 20amps with new ITE breakers
 - Install ¾" EMT conduit, fittings, supports, junction boxes
 - Install new THHN copper wire
 - Black 12 gauge wire x 5
 - White 12 gauge wire x 5
 - Green 12 gauge wire x 5
 - Label and Test



- All Electrical installation will be done at Prevailing Wage rate
- All Trenching and backfill work will be done by City of Sultan
- All vehicles will be required to be out of warehouse during Electrical installation

Bid is good for 30 days of today's date: 12-12-2014

Job Address:
1st ST - Sultan, WA.

BID PRICE: \$ 4,518.00
PLUS TAX @ 8.6%: \$ 388.54 - Estimated
PLUS State or City Permit Fees: \$ 130.00 - Estimated

Sincerely,

Accepted by:

David Wyatt- Wyatt Electric, Inc.

Date:

115388

MARKLEY ELECTRIC
Box 677, 400 - 3rd St.

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE			
		Sultan, WA 98294 (360) 793-0670		5 Dec 14			
NAME CITY OF SULTAN							
ADDRESS EQUIPMENT GARAGE LIGHTS/OUTLETS							
CITY, STATE, ZIP SULTAN							
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT		
1	FURNISH AND INSTALL						
2	8	H.O. GLAMP, T-8 FIXT					
3		WITH OCCUPANCY SENS.					
4	7	GFI OUTLETS					
5	-	100 A SERVICE					
6		PANEL IN GARAGE					
7	1	TIMER & RELAYS					
8		TO CONTROL					
9		TRUCK BLOCK					
10		HEATERS					
11	-	CITY TO PROVIDE					
12		DITCH + BACKFILL					
13							
14		MAT, LABOR, TAX			\$ 8,370.00		
15		- 100A SERVICE					
16		- ELIM TIMER & RELAYS					
17		- GO WITH			- 2,000.00		
18		STRIPS					
19					\$ 6,370.00		
20							
RECEIVED BY							



KEEP THIS SLIP FOR REFERENCE
ORIGINAL

**CITY OF SULTAN
LIMITED PUBLIC WORKS CONTRACT**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and Wyatt Electric, Inc. (hereinafter referred to as "Contractor"), doing business at 204 E Stanley St; PO Box 74; Granite Falls WA 98252.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for installation of electricity, conduit, lights, plug-ins, and motion sensors; the Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - Scope of Work
 - General Provisions
 - Special Provisions
 - Bid Documents
 - Addenda (if any)
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.

2. **Payment.** Payment for the work as described in the Contract shall not exceed Five thousand thirty-six dollars and 54/100 (\$5,036.54) which includes Washington State Sales Tax, excluding approved change orders, in accordance with the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **General Administration.** The Contract Administrator, Connie Dunn of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and

approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 60 calendar days (holidays and weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

11. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made

against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

12. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
13. **Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
14. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
15. **Insurance.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.
 - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,

independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

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

16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be

final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.

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

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

20. **Extent of Contract / Modification.** This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.
21. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
22. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
23. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

24. **Resolution of Disputes, Governing Law, Venue.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.
25. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Dated this 8th day of January, 2015

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

CITY OF SULTAN

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

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

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

BID PROPOSAL

For Materials and Installation of Electrical in the City's Equipment Building

This proposal shall include all material, equipment, labor, license and permit fees, taxes and any other associated costs. The bid price shall be lump sum.

BASE BID

The Base Bid shall include all work as shown in these specifications.

Base Bid Amount	\$4,518.00
WSST @ 8.6%	\$388.54 estimate
State and City Permit Fees	\$130.00 estimate
TOTAL BASE BID	\$5,036.54

The undersigned has read these specifications and is familiar with the site and requirements of this construction project. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

Contractor Name: Wyatt Electric, Inc.

Address: 204 E Stanley Street; PO Box 74 City: Granite Falls WA Zip: 98252

Phone: 425.870.5485 Fax: 888.857.4196

Signature: _____

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

Agenda Item #: Action A 2
Date: January 8, 2015
SUBJECT: Appointment of Mayor Pro-tem
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY STATEMENT:

In accordance with the current Council Rules of Precedures for Council Meetings, the Council appoints a Mayor Pro Tem for the year at the first Council meeting. The Mayor Pro Tem conducts the business of presiding over meetings of the council and any other regularly conducted business of the Mayor in the Mayor's absence.

8.5 Selecting Mayor Pro Tem and Alternate Mayor Pro Tem:

The council shall appoint a Mayor Pro Tem to conduct the business of presiding over meetings of the council and any other regularly conducted business of the Mayor in the Mayor's absence. While the council member is functioning as Mayor Pro Tem, the council member retains his/her right and responsibility to make and vote on motions before the council. The appointment of the Mayor Pro Tem shall take place annually at the first regular meeting of the council each year and the term shall be for one year.

FISCAL IMPACTS: None

Motion:

I nominated Councilmember ? as the Mayor Pro-tem for 2015. Mayor will close nominations and ask for a vote.

RECOMMENDED ACTION:

Appoint a Mayor Pro Tem for 2015.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Action A 3

DATE: January 8, 2015

SUBJECT: Council Sub-Committees

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is to discuss the Council sub-committee structure and membership for 2015.

SUB COMMITTEES:

Council Subcommittees are working groups within the Council that focus on particular areas of concern and interest to the Council and the community.

The Council established sub-committees based on topics. The most common issues referred to the sub-committee are requests for utility charge relief and that committee meets on a regular basis.

The purpose of prescheduled meetings is to provide opportunities for in-depth understanding of City issues prior to bringing the issues forward for discussion by the full Council.

Normally, if a council subcommittee meeting is only to discuss an issue and report back to the full council with a recommendation, then the meeting is not a formal meeting under the Public Records Act (Act) and minutes do not have to be kept. If the subcommittee is taking public testimony or has been delegated to take action on behalf of the council, then it is subject to the Act.

RECOMMENDATION:

The staff recommends maintaining the sub-committees based on topic and establishing a set meeting date each month. The meeting day would be scheduled by the committee and staff would be responsible for contacting the sub-committee if a meeting was not necessary. The two committees are:

1. **Government Services, Finances and Public Safety** (Utility relief, Policy, personnel, budget and public safety)
2. **Community Development and Public Works** (planning and development regulations, public works capital projects and equipment).

Each sub-committee has three Councilmembers and an alternate. Staff recommends the following committee assignments:

1. Government Services, Finances and Public Safety (Utility relief, Policy, personnel, budget and public safety)

Councilmembers: Neigel, Seehuus, and Naslund; Beeler - alternate.

2. Community Development and Public Works (planning and development regulations, public works capital projects and equipment)

Councilmembers: Davenport-Smith, McCarty and Walker; Beeler, alternate.

The Council may want to consider alternatives for the committee assignments.

FISCAL IMPACT:

There may be a small fiscal impact in the form of overtime costs for additional subcommittee meetings if hourly employees need to attend (e.g. Utility Clerk).

RECOMMENDED ACTION:

Approve the sub-committee structure and appoint members for 2015.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Discussion D 1

DATE: January 8, 2015

SUBJECT: Garbage Service Change

CONTACT PERSON: Ken Walker, City Administrator

SUMMARY:

Attached are the information packets for the new garbage service.

1. Letter to customers
2. Flyer
3. Calendars for each zone.



City of Sultan

Dear City of Sultan Garbage Customer:

Starting on Monday, February 2, 2015, the City of Sultan will be making the following changes to the garbage service:

- **Residential customers will receive a 10% price reduction starting February 2015**
- A new automated garbage truck will be put into service.
- New garbage collection containers (toters) will be provided to each customer. The new gray toters are 64 gallon/150 pound capacity, twice the capacity previously allowed. The toters will be delivered to your residence in the month of January, 2015. **Please do not use the new toters until the new service starts on February 2, 2015. They are too heavy for a utility worker to lift by hand.**
- New collection schedule.
- Possible pick up location changes for your garbage toter.

The city will be split into four (4) zones with an every other Monday or Thursday garbage pickup. Commercial customers will be every Friday pickup. For the commercial accounts, this may mean, as a commercial customer, you will have extra dumpsters delivered to your business location.

THE FOLLOWING ARE THE CHANGES FOR PICK UP:

If you currently have once or twice pickup per month

You will receive one toter which will be picked up once a month/on the first scheduled pickup day of the month.

(Designated day to be determined based on your zone).

If you currently have once a week pickup with one can

You will receive one toter which will be picked up once every two weeks.

(Designated day to be determined based on your zone).

If you currently have once a week pickup with two cans

You will receive two toters which will be picked up once every two weeks.

(Designated day to be determined based on your zone).

Commercial

Commercial accounts will be picked up every Friday.

Enclosed is the calendar and route information for your review. We understand there is potential for confusion with the changes, so please call City Hall at 360.793.2231 if you have any questions or concerns. The city wants this to be as smooth a transition as possible for our customers.

Sincerely,

SULTAN GARBAGE UTILITY



IMPROVED GARBAGE COLLECTION

Starting Monday, February 2, 2015

New City Provided Toter System:

- Your new toter(s) will be delivered in January 2015.
- Upon delivery, City staff will place your toter in the new pick-up location and will mark the spot with paint.
- **Please do not use your toter until the new collection service starts on February 2, 2015.**
- Toters need to be placed by 6:00 am on the day of collection.
- You must use garbage toter provided by the city.
- Toters must be spaced a minimum of 3 feet from all obstacles.
- Place toter with wheels away from the street.
- **Materials must fit inside the container with lid completely closed.** This is for safety and to prevent spilling of garbage onto the street.
- Remove toter from the street as soon as possible after collection.

If you have any questions or need more information, please contact City Hall at 360.793.2231 or go to our website www.ci.sultan.wa.us

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KEY



City Hall Closed
No garbage service



- Main St
- 1st St
- 2nd St
- 3rd St
- Alder Ave
- Ash St
- Birch St
- Cedar St
- Date St
- Raspberry Ln
- High St
- 310th St/4th St
- 4th St
- Willow Ave
- Trout Farm Rd
- 311 Ave SE
- 135th SE
- Wisteria Ave
- Gohr Rd
- N Park Dr

You are Zone

A

MONDAY COLLECTION

Please place your City provided Toter at designated location for collection service

You're starting service date is February 2, 2015

The following dates will be your 2015 scheduled garbage service collection day:

Feb. 2	May 26 (Tuesday)	Sept 14
Feb 17 (Tuesday)	June 8	Sept28
March 2	June 22	Oct 12
March 16	July 6	Oct 26
March 30	July 20	Nov 9
April 13	Aug 3	Nov 23
April 27	Aug 17	Dec 7
May 11	Aug 31	Dec 21

KEY

HOLIDAY

City Hall Closed
No garbage service

ZONE B

- SR 2
- Stevens Ave
- Main St
- 4th St
- 5th St
- 6th St
- 8th St
- Elm St
- Elm Ct
- Pine St
- Hemlock Ct
- 9th St
- Walnut St
- 9th Pl
- Fir Ave
- Dyer Rd
- 10th St
- Walburn Rd
- 11th St
- E Main St
- 323 Ave SE
- 141st St SE
- 142 St SE
- 142 Pl SE
- 143 Pl SE
- Cascade View Dr
- South Sultan Basin
- 325 Ave SE
- Skywall Dr

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You are Zone

C

MONDAY COLLECTION

Please place your City provided Toter at designated location for collection service

You're starting service date is February 9, 2015

The following dates will be your 2015 scheduled garbage service collection day:

Feb. 9	June 1	Sept 21
Feb 23	June 15	Oct 5
March 9	June 29	Oct 19
March 23	July 13	Nov 2
April 6	July 27	Nov 16
April 20	Aug 10	Nov 30
May 4	Aug 24	Dec 14
May 18	Sept 8 (Tuesday)	Dec 28

KEY

HOLIDAY
 City Hall Closed
 No garbage service

ZONE C

US 2
 Sultan Basin Rd
 E Kessler Dr
 Hiatt Ct
 Merea Ln
 Loves Hill Dr
 Perkins Way
 Kessler Dr
 Cascade Ct
 135th St SE/Bryant
 Bryant Rd
 Yew Way
 140th St SE
 138th St SE
 Beech Ct
 Cedar Ct
 Dogwood Ct
 137th St SE
 132nd St SE
 339th Ave SE/Rice
 Rosewood Dr
 328th Ave SE
 135th Place SE
 133nd Pl SE

January. 2015						
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August. 2015						
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You are Zone

B

THURSDAY COLLECTION

Please place your City provided Toter at designated location for collection service

You're starting service date is February 5, 2015

The following dates will be your 2015 scheduled garbage service collection day:

Feb. 5	June 11	Oct 1
Feb 19	June 25	Oct 15
March 5	July 9	Oct 29
March 19	July 23	Nov 12
April 2	July 30	Nov 25 (Wednesday)
April 16	Aug 6	Dec 10
April 30	Aug 20	Dec 23 (Wednesday)
May 14	Sept 3	
May 28	Sept 17	

KEY

HOLIDAY
 City Hall Closed
 No garbage service

ZONE D

- 4th St
- 5th St
- 5th Place
- 6th St
- 7th St
- 8th St
- Alder St
- Birch St
- Bowden Ln
- Cedar St
- Date St
- Lois Ln
- Larsen Ln
- Laural Ct
- Murphy Way
- Fir Ave
- Bell St
- Champeaux Ln
- Garden Ln
- High Ave
- 5th Dr
- Porter Ln
- Salmon Run
- Salmon Run N
- Depot Ln
- Junction Ln

January. 2015						
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July. 2015						
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February. 2015						
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August. 2015						
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March. 2015						
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September. 2015						
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You are Zone

D

THURSDAY COLLECTION

Please place your City provided Toter at designated location for collection service

You're starting service date is February 12, 2015

The following dates will be your **2015** scheduled garbage service collection day:

Feb. 12	June 4	Sept 24
Feb 26	June 18	Oct 8
March 12	July 2	Oct 22
March 26	July 16	Nov 5
April 9	July 30	Nov 19
April 23	Aug 13	Dec 3
May 7	Aug 27	Dec 17
May 21	Sept 10	Dec 31