

**CITY OF SULTAN  
COUNCIL MEETING – COMMUNITY CENTER  
July 9, 2015**

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

**CHANGES/ADDITIONS TO THE AGENDA**

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

**COUNCILMEMBER COMMENTS**

**CITY ADMINISTRATOR COMMENTS**

**STAFF REPORTS** – Written Reports Submitted

- 1) Police Report
- 2) Code/Animal Control

**PUBLIC HEARING:** Amendments to SMC 16.12.050 HOD Allowed Uses

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

- 1) Approval of the June 25, 2015 Council Meeting Minutes
- 2) Approval of the June 25, 2015 Public Hearing Minutes on the 6 Year Transportation Improvement Plan
- 3) Approval of Vouchers – 2015
- 4) Approval of the Drug Task Force Interlocal Agreement

**ACTION ITEMS:**

- 1) Ordinance 1202-15 - Sign Code
- 2) Social Media Policy
- 3) Timber Ridge Bid Award
- 4) Ordinance 1218-15 Amendment to SMC 16.12.050
- 5) Fee Schedule Modification

**DISCUSSION: Time Permitting**

- 1) Time Allocation Report
- 2) Nuisance Code

**PUBLIC COMMENT ON AGENDA ITEMS ONLY**

**COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS**

**Executive Session:**

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

**ADA NOTICE:** City of Sultan Community Center is accessible. Accommodations for persons with disabilities will be provided upon request. Please make arrangements prior to the meeting by calling City Hall at 360-793-2231. For additional information please contact the City at [cityhall@ci.sultan.wa.us](mailto:cityhall@ci.sultan.wa.us) or visit our web site at [www.ci.sultan.wa.us](http://www.ci.sultan.wa.us)



## *Notable Events of June 2015*

**Mission: To provide safe communities through dedication and professional service.**

**Vision: Snohomish County will have a Sheriff's Office that is community-minded, progressive and professional.**

**Values: Integrity, Dignity, Commitment and Pride in our service.**

The number of reported crimes in Sultan was slightly down year over year. Our numbers of infractions issued are down but the numbers of calls per-deputy and self-initiated calls were nearly the same year over year. As of the writing of this report, there are no reported crimes in the last 5 days in Sultan. The types of crimes on the report are; Burglary, Theft, Robbery, Malicious Mischief, Vehicle Theft and Vehicle Recovery. This has been a trend lately.

On Wednesday June 24, I participated in an exercise with other members of leadership in our city and county jurisdiction. The exercise was called the "Jackson Hydro-electric Project, Emergency Action Plan. This "tabletop" exercise is required by the Federal Energy Regulatory Commission periodically. I worked closely with Fire Chief Merlin Halverson and Mayor Eslick and others in leadership positions with the City to put into motion our emergency action plan in the event of a massive flood in Sultan and the Sky Valley. The exercise went well and we worked well together. I have a great deal of respect for Chief Halverson and all our city leaders. There were over 90 participants from city, state and federal authority involved in the exercise.

With the continued warm weather, please remember to keep hydrated and don't over-do in this weather.

The 4<sup>th</sup> of July celebration is just a few days away and I encourage everyone to use common sense and good judgment about the use of fireworks. With the dry weather, there will no doubt be an extremely elevated danger of fires. I'm going to have friends over to the house to read the Declaration of Independence and the Constitution of the United States. We won't be using fireworks this year.

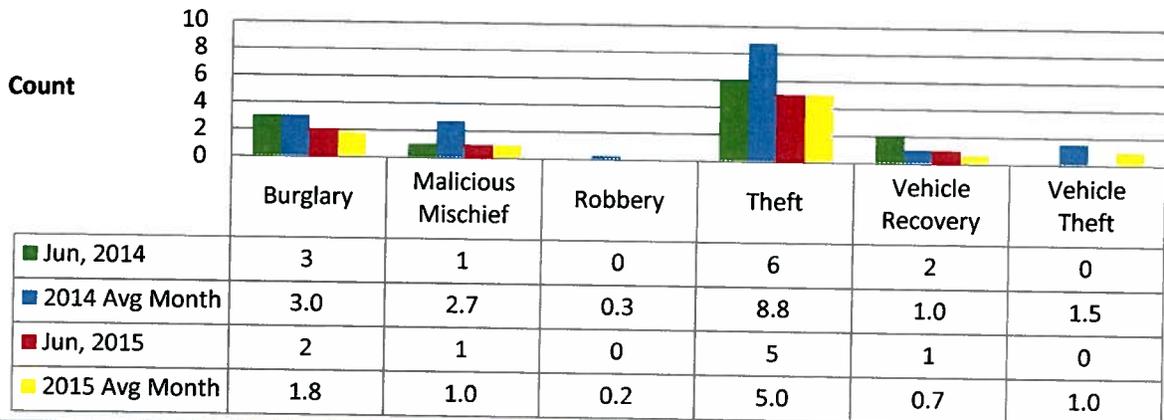
Please be careful!

Be good,

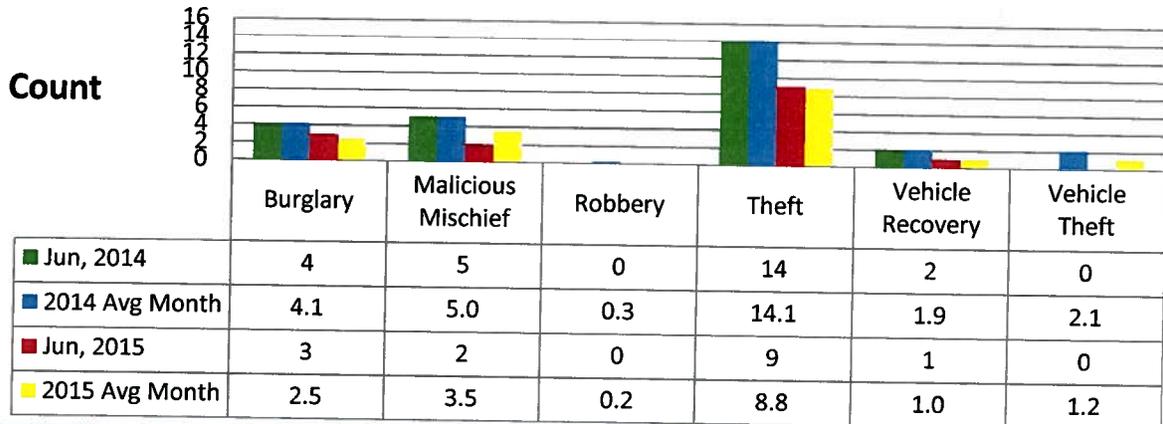
Chief Monte Beaton

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

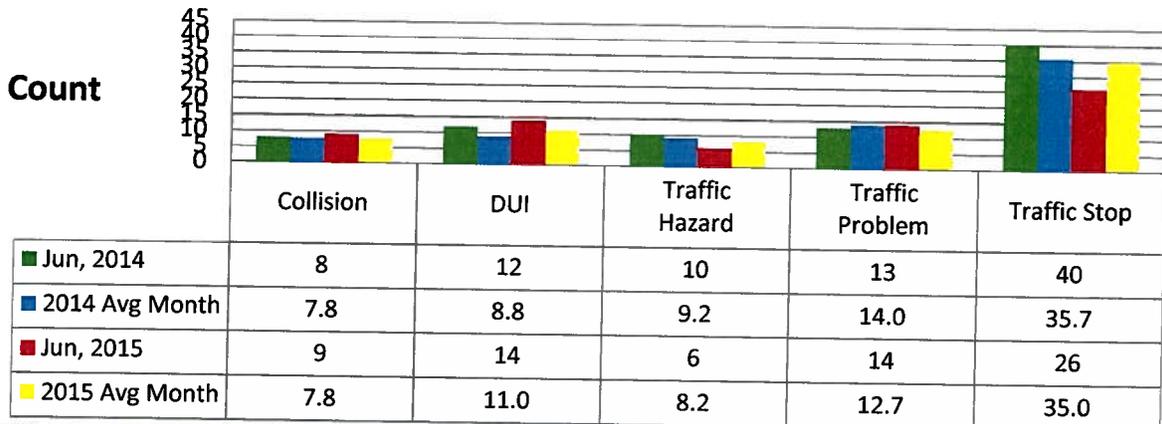
### Property Crime - Sultan Reports and Arrests Made



### Property Crime - Sultan All Dispositions

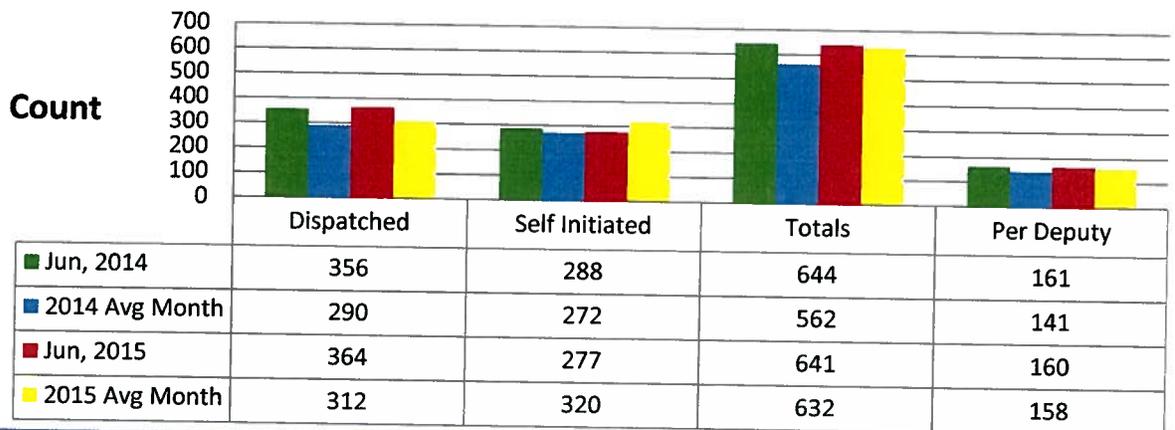


### Traffic Calls - Sultan All Dispositions



## 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



**Snohomish County  
Sheriff's Office**

*Integrity - Dignity - Commitment - Pride*

**SULTAN HIGH SCHOOL District #311  
SRO Report for June 2015**

<b><u>Student Counseling:</u></b>	<b>4 SHS, 1 SMS</b>
<b><u>Theft/Burglary:</u></b>	<b>1</b>
<b><u>Substance:</u></b>	<b>0</b>
<b><u>Vandalism or Tagging:</u></b>	<b>0</b>
<b><u>Fighting/Threats/Assault:</u></b>	<b>0</b>
<b><u>Welfare/Truancy Check/BECCA:</u></b>	<b>2 SHS, 1 SMS</b>
<b><u>Traffic Issues:</u></b>	<b>1 SHS</b>
<b><u>Custodial Issue:</u></b>	<b>0</b>
<b><u>C.P.S. Referral:</u></b>	<b>1 SHS</b>
<b><u>Class Room Presentations:</u></b>	<b>1 SHS</b>
<b><u>Student Risk Assessments:</u></b>	<b>0</b>
<b><u>Tobacco Violations:</u></b>	<b>0</b>
<b><u>Trespass Issues:</u></b>	<b>0</b>
<b><u>Security Checks:</u></b>	<b>5 CVA</b>
<b><u>Harassment:</u></b>	<b>1 SES</b>

The 2014-15 school year has come to a close. There was not much activity for the 2 weeks that school was in session for June.

I have provided a gang awareness chart to all HS teachers and a brief background on gangs. The SMS Principal has also taken this material and posted it in his school for his staff. I taught a gang awareness course to all SHS teachers during a faculty meeting. The feedback from the teachers was they learned a lot. I will look to teach this course the next school year at both SHS and SMS. I have not seen gang activity in the schools but having awareness for it goes a long way to prevention. .

With the recent vandalism at SHS I worked the night before graduation staying by the mural at the HS to prevent any vandalism and insure such an important day is not spoiled. I also attended graduation helping with security and traffic issues.

I worked the Sultan Elementary carnival. It was a great event where I could interact with the students and members of the communities. I was passing out Sheriff sticker's to all the children as they were high in demand.

I had the opportunity to attend the 5 day National Association of School Resource Officers Basic Course held in Tukwila, WA. I earned a certificate by successfully completing the course. I will be looking to take what I learned and applying it to our schools in the coming year. I will especially be looking to use the crime prevention through environmental design model (CPTED) to keep all the staff and student who attend our schools safe.

I continue to maintain security at all schools and specifically at the HS. The HS campus is a closed campus. To insure the safety of the students and to make sure all visitors are contacted I used my patrol vehicle at random times to block the main entrance so everyone has to check in with me. This visibility displays a higher level of Police presence.

Respectfully,

Deputy Hess #1460  
Sultan School Resource Officer  
Duty Cell Phone 425-508-8286  
School Cell 425 244-0735

**SULTAN CITY COUNCIL  
AGENDA COVER SHEET**

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**ITEM NO:** SR-2  
**DATE:** July 9, 2015  
**SUBJECT:** Community Service Officer  
**CONTACT PERSON:** Victoria Forte', Community Service Officer

**STAFF RECOMMENDATION:**  
Receive Report, no action required

Animal Control  
Code Enforcement

**BACKGROUND:**  
Community Service Officer Report

Start Date	Case #	Property Address	Owner Name	Violation										1st	2nd	most recent	Final	Project lead
				Unsafe Structure building or fence	Painted Cars Trailers on Property/Street	Wet/Dry W/Boats	Overgrown Yard	Accumulation of Debris										
6.18.2015	15-544	928 Stevens Avenue	Ingersoll															
6.18.2015	15-545	405 High Street	Mason	x														
6/18/2015	15-547	845 Garden Green Place	Paulson/George															
6/18/2015	15-549	201 Skywell Drive	Marin															
6/18/2015	15-550	208 Skywell Drive	Beuhler															
6/18/2015	15-551	209 Skywell Drive	Marshall															
6/18/2015	15-553	1306 Skywell Drive	Addington															
5.20.2015		415 W. Stevens	Moran/Nguyen	x	x													
		River Park Bridge underpass	BNSF/County/DNR	x	x													
6/18/2015	15-556	708 5th Street	Robbins															
6/18/2015	15-557	310 Main Street	Sultan III Main LLC															
6/18/2015	15-558	111 Main Street	Houvenier															
6.4.2015	15-561	102 2nd Street	MCProperty Solutions LLC															
6/18/2015	15-560	311 3rd Street	Chisick															
6/18/2015	15-561	107 5th Street	Everts															
6/18/2015	15-561	401 2nd Street	Nixon															
6/18/2015	15-562	505 1st Street	Homer															
		483 Marilyn Lane																
		13801 310th Ave SE																

Start Date	Case #	Property Address	Owner Name	Description of Violation	1st	2nd	most recent	Final	Project lead
6.23.2015	15-564	415 W Stevens	Moran/Nguyen	No permit for construction, demo or remmdel *stop work order issued	6.24.2015				
6.23.2015	15-565	Parcel #	Stokings/Rowe	No permit for construction, demo or remmdel *stop work order issued	6.24.2015				
6.23.2015	15-566	202 Alder Avenue	Van Horn	No permit for construction, demo or remmdel *stop work order issued	6.24.2015				
6.24.2015	15-567	516 Stevens Avenue	Turner	Blue Tarp over City easement					
6.24.2015	15-568	615 Main Street	Burris/Dalmassaio	Illegal dwelling trailer coach	6.17.2015	6.24.2015		06.29.2015	
6.26.2015	15-569	14310 330th Ave SE	Artison/Hammer	unsecured property	6.26.2015				
6.26.2015	15-570	1117 Yaw Avenue	Secretary of Housing	construction of handrails on back deck without permit or inspection	6.26.2015				
6.26.2015	15-571	1120 Yaw Avenue	Discol	accumulations of lumber, fire hazard; potential dwelling for vermin	6.26.2015				
6.26.2016	15-572	511 3rd Street	Meyer	vegetation, fire hazard	6.26.2015				

Start Date	Case #	Property Address	Owner Name	Violation Category											1st	2nd	most recent	Final	Project lead
				Unsafe Structure building or fence	Parked Cars/Trailers on Property/Street	Mobile Washes	Overcrowded/Illegal	Signs/Obstructions/Signs	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits and post construction	Illegal building structure/conversion	Unauthorized property	Inhabited trailer coaches					
11.2014	14.350	209 Date Ave	Widiger																
	14.351	513 3rd Street	Safe Guard Properties																
11.17.2014	14.352	Marcus Street Mobile Park	Maxwell	x															
12.1.2014	14.353	502 8th Street	foreclosure																
12.1.2014	14.354	310 Main Street	Robbins																
1.7.2015	15.500	811 Dyer Road	Tucker																
01.13.2015	15.501	Pastime Building	Chisick																
01.14.2015	15.502	1209 SR2	foreclosure																
01.20.2015	15.503	301 Willow Avenue	Kolrud																
5/20/2015	15.504	410 High Avenue	Kolash																
1.20.2015	15.505	1220 Loves Hill Drive	bank owned	x															
1.20.2015	15.506	306 8th Street	Messenger																
1.20.2015	15.507	14310 330th Ave SE	Hammer/Artison (trustee)																
1.26.2015	15.508	33108 132nd Street SE	Hernandezrepo	x	x														
1.26.2015	15.509	804 Elm Street	Repo																
01.12.2015	15.510	715 Main Street	RP Kachlar/ROW																
01.20.2015	15.511	902 Fir Avenue	Nelson																
02.02.2015	15.512	High 8th	Spitt																
6.24.2015	15.513	106 4th Street	Meyor																
01.26.2015	15.514	33226 132nd St SE	Wall	x	x														
01.26.2015	15.515	13616 310th Ave SE	Stephens																
2.24.2015	15.516	515 Alder Avenue																	
2.23.2015	15.517	607 Alder Avenue	Lopez	x															
02.23.2015	15.518	811 Alder Avenue	Repo																
03.30.2015	15.519	521 1st Street																	
03.30.2015	15.520	207 1st Street	Chase Bank																
03.03.2015	15.521	518 1st Street																	
03.03.2015	15.522	33405 SR2	Green																
03.03.2015	15.523	403 Hemlock Court	Burtis																
05.18.2015	15.524	410 Main Street	Berdett																
05.05.2015	15.525	310 Main Street																	
05.05.2015	15.526	306/307 Main Street																	
04.27.2015	15.527	107 Ash Avenue																	
05.19.2015	15.528	301 First Street	Stanchev/pending repo																
05.11.2015	15.529	4th Street/Fir Avenue	Seigel																
05.19.2015	15.530	1015 Dyer Road	Ellenberger																
05.19.2015	15.531	1110 Dyer Road	Knight																
05.19.2015	15.532	911 Dyer Road	Carrihan																
05.19.2015	15.533	809 Dyer Road	Everett																
05.20.2015	15.534	519 3rd Street	Meisler																
05.20.2015	15.535	515 3rd Street	Campbell																
05.20.2015	15.536	Vacant Lot 8th Street	Robinson																
05.20.2015	15.537	703 High Avenue	Mackenzie																
05.20.2015	15.538	712 Lois Lane	Loudenslager																
05.20.2015	15.539	306 8th Street	Messenger																
05.20.2015	15.540	513 3rd Street	HJD																
05.20.2015	15.541	510 9th Street	Heinzen																
6.2.2015	15.541	838 Selmon Run North																	
6.3.2015		305 3rd street																	
6.18.2015	15.543	301 3rd Street	Hessler/Florentine																

	Sent to rescue	Euthanized	Dog at Large/ leash law violation	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA)	Domestic and Wildlife	Abandoned Animal Complaint	Bite Dogs/Cats	Cruelty/Neglect	Investigation Complaints and/or Calls	Cat Complaints	Other.... i.e. horses and chickens						
January	0	0	17	2	0	0	3	0	2	3	1							
February	0	0	13	1	1	0	1	0	1	4	0							
March	0	0	15	2	0	0	2	0	3	2	2							
April	0	0	17	3	2	0	4	0	1	5	1							
May	2	0	18	1	1	0	6	2	1	4	0							
June	2	0	17	10	3	1	2	1	2	7	5							
July																		
August																		
September																		
October																		
November																		
December																		
<b>Yearly Totals</b>																		

**SULTAN PLANNING BOARD  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** Public Hearing - 1  
**DATE:** July 9, 2015  
**SUBJECT:** Ordinance 1218-15 Amend SMC 16.12.050 HOD  
**CONTACT PERSON:** Ken Walker, City Administrator

**ISSUE:**

The issue before the Council is to conduct a public hearing of the proposed amendments to SMC 16.12.050 to allow agricultural produce stands as a temporary use without the requirement to be part of a planned retail center.

**DISCUSSION:**

The Council was approached by Stockings Produce to allow the placement of a temporary agricultural produce stand on property located on the east side of the city in the Highway Oriented Development Zone (HOD).

The current language in SMC 16.12.050(B)(3)(aa) and .50(d)(1) allow as a permitted use:

*Agricultural produce stands (temporary use) as part of planned retail center*

The City attorney has advised the city can amend the code to delete the condition "as part of a planned retail center". The amendment does not need prior review or approval of the Planning Board but does require a public hearing. The proposed permanent changes to development regulations must be submitted to the Department of Commerce in accordance with RCW 36-70A3106(3)(a) as part of the adoption process.

**ACTION:**

Council action at this time is to conduct a public hearing on Ordinance 1218-15, an ordinance amending SMC 16.12.050 to allow agricultural produce stands as a temporary use without the requirement to be part of a planned retail center.

Action to consider adoption of Ordinance 1218-15 is addressed in agenda item A-4.

**ATTACHMENTS:** A. Ordinance 1218-15 – SMC 16.12.050 HOD Zones

**CITY OF SULTAN  
WASHINGTON  
ORDINANCE NO. 1218-15**

**AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, AMENDING  
SULTAN MUNICIPAL CODE SECTION 16.12.050, ALLOWED USES IN  
HIGHWAY ORIENTED DEVELOPMENT ZONES ; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, The current Code 16.12.050 lists temporary agricultural produce stands as a part of planned retail centers; and

**WHEREAS**, the City Council feels that this is an unnecessary limitation on a business service that is important to the citizens of Sultan: and

**WHEREAS**, the City Council wants to encourage economic development and remove unnecessary restrictions

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

**Section 1.** Sultan Municipal Code (SMC) 16.12.050 is hereby amended to read as follows:

**16.12.050 Highway-oriented development (HOD) zone.**

A. General Description of Character and Intent of the Zone. This zone includes areas that have the potential to accommodate moderate to dense highway-oriented development along Route 2. Commercial and office uses as part of a planned retail center are envisioned for this zoning district.

B. Permitted Uses.

1. Residential.

a. Caretaker residences.

2. Hotels and Guest Houses. Any building used or intended to be used, rented, or hired out to be occupied for sleeping purposes by guests.

a. Apartment hotels;

b. Hotels;

c. Motels;

d. Bed and breakfast inns;

e. Guest houses.

3. Retail Trade Establishments/Wholesale Trade Establishments. Establishments primarily engaged in providing finished products to individuals and retailers.

a. Pawnshops;

b. Bakeries;

c. Apparel and accessories shops;

d. Florists and plant nurseries;

e. Gift shops;

f. Book and stationery stores;

g. Electrical and electronic products shops;

h. Furniture stores;

i. Handicraft, craft, and artisan shops;

j. Home building supply stores;

k. Grocery stores/supermarkets;

l. Household items stores;

m. Office furnishings and equipment stores;

- n. Photographic equipment/camera shops;
- o. Sporting goods stores;
- p. Automobile service stations;
- q. Car washes;
- r. Automobile sales and services;
- s. Automobile rental agencies;
- t. Shopping centers;
- u. Retail food establishments;
- v. Pharmacies;
- w. Bars/taverns/cocktail lounges;
- x. Flea markets;
- y. Theaters/museums/art galleries;
- z. Public transit terminals;
- aa. Agricultural produce stands temporary use bb. Video rentals and sales.

4. Personal Service Establishments. Establishments primarily engaged in providing services to individuals.

- a. Barber shops;
- b. Beauty salons;
- c. Health clubs;
- d. Private clubs;
- e. Funeral homes/mortuaries;
- f. Shoe repair shops;
- g. Opticians;
- h. Automobile fuel dispensing and repair and servicing conducted inside a building;
- i. Laundromats/laundry and dry cleaning establishments;

- j. Day care centers;
- k. Veterinarians/animal kennels and shelters;
- l. Banks;
- m. Tattoo parlors, when properly certified and licensed by the state of Washington.

5. Business and Professional Offices. Establishments primarily engaged in rendering services to businesses or private individuals on a contract or fee basis.

- a. Advertising agencies;
- b. Accounting services;
- c. Legal services;
- d. Finance, insurance, and real estate services;
- e. Health care facilities/doctors' and dentists' offices;
- f. Employment services;
- g. Travel agencies;
- h. Professional consultants;
- i. Off-set printing and publishing/photocopying/photo processing services.

6. Government Services, Public Utilities, and Quasi-Public Facilities. Government agencies and entities that provide administrative and related services to the community.

- a. Libraries;
- b. Government offices;
- c. Post offices;
- d. Public safety (police/fire) stations.

7. Recreational and Entertainment Facilities. Active or passive recreational areas or establishments engaged in providing amusement or entertainment services.

- a. Ball parks;

- b. Urban parks;
- c. Night clubs combined with a bar or restaurant, etc.;
- d. Game/video arcades.

8. Miscellaneous Associated Facilities.

- a. Recreational vehicle parks;
- b. *Repealed by Ord. 1142-12.*

9. Manufacturing.

- a. Food processing in conjunction with retail sales of food/beverage products.

C. Conditional Uses.

1. Manufacturing Uses.

- a. Freezer plants/cold storage/food mills/fertilizer production and storage;
- b. Apparel/finished products;
- c. Building construction yards;
- d. Electrical/electronics;
- e. Metal products;
- f. Computer equipment;
- g. Leather products;
- h. Adult entertainment.

2. Lift stations/wells/pumps.

3. Substations.

4. Houses of worship.

5. Transmission lines.

6. Seasonal parking facility.

D. Temporary Uses.

1. Agricultural produce stands

2. Accessory Uses.

a. Caretaker residences;

b. Parking structures.

E. All of the above uses shall be permitted in the HOD zone; provided, that all of the standards for each use, as specified in the following table of dimensional and density requirements, and those performance standards that apply to the proposed development have been observed. The performance standards that could apply include those found in the following list:

1. Residential performance standards (including subdivision regulations);

2. Nonresidential performance standards;

3. Off-street parking and loading standards;

4. Sign standards;

5. Hillside and geologically hazardous development standards;

6. Recreational and open space standards;

7. Streams and wetlands standards;
8. Landscape standards;
9. Stormwater management standards;
10. Shoreline management standards;
11. Vegetation protection standards;
12. Floodplain protection standards;
13. Wellfield/groundwater protection standards;
14. Fish and wildlife areas protection standards;
15. Industrial park master plan.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY OF SULTAN

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Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

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Laura Koenig, City Clerk

Approved as to form:

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Amy Mill, City Attorney

Date of Publication:

Effective Date:

**Highway-Oriented Development (HOD) Zone  
Table of Dimensional and Density Requirements**

Uses Permitted	Maximum Units/Acre	Minimum Lot Dimensions			Minimum Yard Setbacks (ft)			Max. Bldg. Hgt. (ft)	Max. Lot Coverage (%)
		Area	Width (ft)	Depth (ft)	Front	Each Side	Rear		
Caretaker Residence	-	4,500 sq. ft.	50	90	25	10	25	30	25
Guest Houses	12 rooms	0.5 acres	100	100	25	10	25	30	35
Hotels/Apartment Hotels	30 rooms	0.5 acres	100	100	25	10	25	30	35
Motels	30 rooms	1 acre	100	200	25	10	25	30	25
Bed and Breakfast Inns/Guest Houses	16 rooms	0.5 acres	100	100	25	25	25	30	25
Retail Trade Establishments <sup>1</sup>	-	10,000 sq. ft.	70	80	25	10	25	30	25 <sup>s</sup>
Agricultural Produce Stands/Plant Nurseries <sup>s</sup>	-	10,000 sq. ft.	70	80	25	10	10	30	50
Home Building Supply Stores	-	1 acre	100	200	50	25	50	30	35 <sup>s</sup>

Flea Markets <sup>3</sup>	-	1 acre	100	200	25	25	25	25	30	25
New and Used Car Sales and Service Facilities	-	1 acre	100	200	25	25	25	25	30	25 <sup>5</sup>
Automobile Service Stations/Car Washes	-	0.5 acres	100	100	25	25	25	25	30	25
Automobile Rental Agencies	-	10,000 sq. ft.	70	80	25	10	25	25	30	20
Shopping Centers	-	2 acres	200	300	25	25	50	30	25 <sup>6</sup>	
Wholesale/Storage/Distribution Facilities	-	1 acre	100	200	25	25	25	30	40 <sup>6</sup>	
Personal Services Establishments <sup>1</sup>	-	10,000 sq. ft.	70	80	10	10	25	30	35 <sup>6</sup>	
Veterinarians/Animal Kennels and Shelters	-	0.5 acres	100	100	25	25	50	30	40	
Public Transit Terminal Facilities	-	2 acres	200	200	50	25	50	30	20	
Parking Structures <sup>4</sup>	-	0.5 acres	100	100	10	10	10	30	60	
Automobile Repair and Service Facilities	-	0.5 acres	100	100	25	25	50	30	25	
Business/Professional Services Establishments <sup>1</sup>	-	10,000 sq. ft.	70	80	10	10	25	30	35 <sup>6</sup>	
Libraries	-	0.5 acres	100	100	25	20	25	30	40 <sup>6</sup>	

Government Offices	-	10,000 sq. ft.	70	80	10	10	25	30	35°
Post Offices	-	1 acre	100	200	25	20	60	30	25°
Health Care Facilities	-	0.5 acres	100	100	25	25	25	30	25°
Public Safety (Police/Fire) Stations	-	0.5 acres	100	100	25	25	40	30	35°
Sewage Lift Station/Water Pump Station <sup>3</sup>	-	0.5 acres	100	100	25	30	30	30	40
Electrical Substations <sup>3</sup>	-	10,000 sq. ft.	70	80	25	15	25	30	40
Transmission Lines <sup>3</sup>	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tattoo Parlors <sup>7</sup>	-	1 acre	100	200	25	25	35	30	25
Houses of Worship <sup>3</sup>	-	1 acre	100	200	25	25	25	30	30°
Recreation Facilities	-	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	30	10
Game/Video Arcades <sup>1</sup>	-	10,000 sq. ft.	70	80	25	25	25	30	25
Night Clubs	-	1 acre	100	200	25	30	50	30	25
Adult Entertainment Facilities <sup>3,7</sup>	-	1 acre	100	200	25	25	35	30	25

Recreational Vehicle Parks	20 vehicles	2 acres	200	200	50	25	25	30	10
Seasonal Parking Facility <sup>2</sup>	-	2,500 sq. ft.	50	50	10	5	5	N/A	N/A
Limited Food/Beverage Processing Facilities	-	1 acre	100	200	25	25	25	30	30 <sup>6</sup>
Manufacturing Uses <sup>3</sup>	-	0.5 acres	100	200	25	25	25	30	30 <sup>6</sup>

<sup>1</sup>Permitted subject to inclusion in a planned retail center. Establishments larger than 10,000 g.s.f. may be freestanding.

<sup>2</sup>Minimum dimensional requirements for recreational facilities shall be established by the building and zoning official, based on the recreation performance standards.

<sup>3</sup>Conditional use.

<sup>4</sup>Temporary use as part of a planned retail center.

<sup>5</sup>Accessory use.

<sup>6</sup>Transfer of floor area from critical areas may be applicable:

Buildable Area Calculation – Transfer of Floor Area. An owner of a site or property containing critical areas (streams and wetlands) may be permitted to transfer the available floor area attributed to the size of the critical area to the unconstrained portion of the same site or property, and reduce the parking requirements for the development by an area equal to the floor area transferred, subject to the following requirements:

- (1) The critical area and or stream corridor and required buffers be dedicated to the city as an easement.
- (2) The minimum parking requirements for the proposed single-story land use, based on maximum lot coverage and net usable lot area is provided.

<sup>7</sup>No adult entertainment facility shall be located any closer than 400 feet from the nearest right-of-way line of State Route 2, nor shall any such facility be located within 1,000 feet of any school or house of worship.

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: Consent C 1

DATE: July 9, 2015

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

**SUMMARY:**

Attached are the minutes of the June 25, 2015 Council meeting as on file in the office of the City Clerk.

**RECOMMENDED ACTION:**

Approve as submitted.

**CITY OF SULTAN COUNCIL MEETING – June 25, 2015**

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: McCarty, Walker (left at 8 PM), Neigel, Naslund and Beeler. Absent: Seehuus and Davenport-Smith.

**CHANGES/ADDITIONS TO THE AGENDA:**

Add: Executive Session – Pending litigation

**PRESENTATIONS:****Doris Jelinek – 100 Year Old Birthday**

The issue is to Proclaim Friday, June 26, 2015 as “Doris Jelinek Day” ~ 100 Years Young. Doris Agnes Hill Jelinek was born on June 26, 2915 in Ava Missouri, one of 12 children. She will be 100 years young tomorrow. She has lived in Sultan for 89 years, and has served as a volunteer in the City of Sultan all her life. She and her husband Louis donated land for the development of Reese Park. Mayor Carolyn Eslick proclaimed Friday, June 26, 2015 as Doris Jelinek Day and presented Doris with a Key to the City.

Lou Jelinek thanked the city for presenting their mother with a key to the City. There is a family party for her birthday on Friday with relatives from all over the country and an open house on Saturday for the community.

**Volunteer Spotlight – Dave and Jan Moon**

Dave and Jen Moon work for Sultan School District and have a passion for volunteering their spare time with the students and especially the Sultan High School Tech Club.

Dave grew up in Marysville, moved to Snohomish in 1991 and then to Sultan in 1999 after accepting his position with the School District. When asked why he chose Sultan, Dave said, “Marysville got big real quick so I moved to Snohomish that was growing like crazy, I needed out”. “I really wanted all 5 of our kids to be products of the Sultan School district, we love the valley”. Jen was born in Lancaster California and grew up in Germany. She lived in Mojave CA, and in 1999 she moved to Everett to be near her new found birth mother. Jen and Dave were set up on a blind date in 2004 and the rest is history. They were married in 2010 and share 5 children.

Dave Started volunteering in 1999 when he was hired at the Sultan School District. “Debbie Copple looped me in on that years Lip Sync, and I haven’t been able to let go since”, commented Dave. He started the Tech Club at the high his first year in 1999. The students have particular interest in tech that the school doesn’t offer and Dave fills that gap. “The kids drive the scope of the Tech Team each year”, said Dave.

Some of the projects the Tech Team have worked on are: Turk Pride TV ~ Streaming all of the sporting events, graduation, Community Awards and Lip Sync, just to name a few. This year alone they streamed 80 events and had almost 200 hours of unique programming.

Every summer Dave takes a week vacation to provide a “Tech Club Boot Camp”. The theme of Boot Camp is drivin by the students, in the past students have chosen Microsoft Office Certification, Video Editing and this year they are doing Robotics. Besides the Tech Club, Dave and Jen volunteer at every sporting event helping run the scoreboards, tickets and streaming of the events online. You can also see them around at Community Events volunteering their time.

Mayor Eslick presented a Certificate of Recognition to the Dave and Jen Moon.

Dave Moon: Who you surround yourself with is who you are and he has great people around him to work with. He introduced some members of the tech club.

**Business Spotlight – Grow Washington**

The issue before the Council is to recognize GROW Washington as the City of Sultan’s Business Spotlight for June 2015. GROW Washington is turning passion to profit and making business dreams come true for Washington’s small and micro business community. GROW

**CITY OF SULTAN COUNCIL MEETING – June 25, 2015**

Washington features unique gifts made locally by entrepreneurs expanding their businesses. GROW Washington features many one-of-a-kind items, all made by local business owners.

GROW Washington was founded in 2010 by Carolyn Eslick who began offering business classes at the Sultan Chamber of Commerce; and now there are three GROW Washington Stores in Snohomish County; Sultan, Snohomish and Everett. Sultan's GROW Washington store is located at 923 US 2 and houses 32 vendors.

GROW Washington helps business owners turn a hobby into an income generating business with training, counseling, mentoring, and access to resources. The ultimate goal of GROW Washington is to educate and "Grow" the small businesses so they can accomplish their financial goals. GROW Washington also helps communities replicate their program throughout the State with funding from the USDA Rural Business Assistance Program.

When GROW Washington was founded, five years ago, they had a budget of -0- and have since grown to making \$173,000 per year that includes operations, sales and grants. In those five years, GROW Washington has helped over 700 people develop their businesses. GROW Washington recently has been approached by the North Skagit Tribes to buy their products wholesale and sell in their store located in Sedro Woolley. As a result of this new opportunity, GROW Washington is producing a wholesale catalog showing the products they offer. More and more stores and Cities are inviting GROW Washington to come. They have many prospects to move and grow their clients' businesses. GROW Washington seizes opportunities to sell their wares at events such as Sultan Summer Shindig, Gold Bar Gold Dust Days, the Index Arts Festival and the Skykomish Train Station.

Mayor Eslick presented a Certificate of Recognition to Grow Washington.

Denise LaBlanc: What makes Grow Washington special is the training, comrades and access to markets. It takes seven times to make a business successful and this has been a venue to expand a business. Thanked Carolyn for her vision and her support. Grow Washington gives us a key to success – Go for the stars.

Kathy Cotterill: Introduced the vendors that were present including Christine Pattillo, Judy Ramsey, director for Snohomish store and Dolly Hendershott, Dolly does wood burning and did not know how to sell her products. After two months, she is making a profit and learning lots about business.

Jackie Miner: Does painting and makes note cards out of the painting and Grow Washington has given her an outlet to display her paintings and provide connections. Unveiled a painting of Osprey Park she is working on that will detail all the activities and animals in the park.

**COMMENTS FROM THE PUBLIC:**

Tony Redding: Expressed concerns over the proposed annexation on 124<sup>th</sup> Avenue which included issues with urban sprawl, traffic on Sultan Basin Road, water supply, zoning, population growth, service impacts and transit requirements. Asked if habitat and impact studies will be required.

Shiloh Meisler: Asked if fireworks will be allowed? Area is very dry and neighbors have not cut their grass. Concerned about fires.

**COUNCILMEMBER COMMENTS**

Beeler: It is good to see all the small businesses in the city. Understands the risk you take as a small business and it does take time to get a business going. Part of the annexation process will be to review all the impacts on the city, schools and fire; water and services. Fire Districts are concerned over the fireworks this year also and although they have a block party each year, he is concerned this year because everything is drier. All residential water meters have been installed – looking forward to accurate readings. The street light on the Sultan Basin Road is in and working. Thanks to the staff.

**CITY OF SULTAN COUNCIL MEETING – June 25, 2015**

Naslund: A Where's Waldo on program was set up on Facebook to have kids locate her in Sultan and if they found her, they got a prize. Has set a new challenge for the kids to collect and paint river rocks for a community art display on July 4<sup>th</sup>. There are a lot of people getting involved in the project and the plan to use the rocks at the Shindig for decorations and then at city hall.

Neigel: The County met with the School District and Catholic Services about drug and alcohol services for the high school and the community. Bubba's was former spotlight and he decided to try them out and they have great and huge burgers.

Walker: Had a work party of about 12 volunteers at the gazebo to clean it up and paint it for Shindig. Asked to be excused at 8 PM.

McCarty: Lake 16 is only down a few inches and others are down, will we need Everett water. Will be a meeting on July 7<sup>th</sup> the water trails to show campsites along the rivers from Index to Everett; received a grant from National Park services. Tech club may be interested in setting up a wildlife camera for the salmon.

Amy Mill, City Attorney: Excited to be with the city; loves municipal law and is looking forward to working with the city.

Ken Walker: Staff has been instructed to take weekly measurements of Lake 16 and the lake has increased in volume since monitoring started. Library Board needs a new representative – Marianne Naslund volunteered. A Table-top exercise on dam failure was held with about 150 participants from all agencies. The exercise went well and each group received good training to prepare for potential dam failure.

George Barnett, County Sheriff: Is the new officer in the city. Comes from Florida and has ten years experience in law enforcement, mostly in investigation. Has had a wonderful experience the last couple of month and finds the people are great and friendly.

Mayor Eslick: Attended a tourism meeting and met the party that will be designing the disc golf park across the river. Fireworks: Is very concerned about the danger this year with fireworks. The city has agreed in the past that people should be able to use fireworks and the city will allow them if there is no County ban. City will post information on the web page.

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

- 1) Public Works Staff Report

**PUBLIC HEARING**: Six Year Transportation Plan – minutes under separate report.

**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 Neigel, seconded by Councilmember Naslund the consent agenda was approved as presented. McCarty – aye, abstain on vouchers; Walker – aye; Neigel – aye; Naslund – aye; Beeler - aye.

- 1) Approval of the June 11, 2015 Council Meeting Minutes as on file in the office of the City Clerk.
- 2) Approval of Vouchers in the amount of \$68,851.88 and payroll through June 5, 2015 in the amount of \$76,460.82 to be drawn and paid on the proper accounts.

## CITY OF SULTAN COUNCIL MEETING – June 25, 2015

**ACTION ITEMS:****Resolution 15-08 Six Year Transportation Improvement Plan**

Staff recommends the Council consider the public input received under Agenda Item H-1 of this meeting, consider the history of this action as described in Agenda Item H-1, and authorize the Mayor to sign Resolution 15-07 to adopt the 2016-2021 Transportation Improvement Plan.

On a motion by Councilmember Beeler, seconded by Councilmember Naslund, Resolution 15-07 approving the 6-year (2016-2021) Transportation Improvement Plan was adopted. All ayes.

**Ordinance 1217-15 - Employee Salary Schedule**

The issue before the City Council is the adoption of Ordinance 1217-15, 2015 Salary Schedule, to amend the salary schedule for 2015 to better reflect market conditions and financial capabilities in Sultan. RCW 35A.33.050 requires that salary ranges for various positions in the City be made a part of the annual budget document adopted with the annual budget. Ordinance No. 1217-15 amends Ordinance 1205-14 which fulfills this requirement.

In 2015 the Community Development director was replaced with a Senior Planner. Administration would like to restructure the pay scale for the Community Development Director. Based on Sultan's population and budget, along with comparable cities, the salary scale should be reduced.

The amount proposed for Sultan is a range of \$5,875 to \$6,666. This represents an amount that is from 112% of the low average to 102% of the high average of other comparable cities. This will place the position in the same range as the Finance Director.

There will be no immediate fiscal impact because the position is unfilled. If the position is filled in the future, there will be a reduction in cost that will vary based on the pay step used.

On a motion by Councilmember Naslund, seconded by Councilmember Beeler, Ordinance 1217-15 amending the 2015 Salary Schedule was adopted. All ayes.

**4<sup>th</sup> and High Street Projects Final Acceptance**

The issue before the City Council is final acceptance of the High Avenue & 4th Street projects completed by SRV Construction, Inc. The council awarded the base bid and authorized the Mayor to sign a contract with SRV Construction, Inc. not to exceed \$1,676,000 (which included a five percent contingency) to construct the High Avenue & 4th Street projects on June 26, 2014. SRV Construction's contract was for \$1,596,242.54. There were six change orders and miscellaneous force account work.

The projects were approximately four percent over budget. Final costs for Schedules A (High Avenue Road & Storm Improvements) were higher; mostly due to a change order to modify the storm drainage system at High and 1st, and additional roadway excavation and gravel borrow.

Final costs for Schedule D (4th Street Road Improvements) were higher; mostly due to additional crushed surfacing base course, Hot Mix Asphalt Class B reconstruction, Planning Bituminous Pavement, street cleaning, and cement concrete sidewalk.

Schedule	Bid Amount (without tax)	Change Order Amount	Final Cost (without tax)	Net
A (High- Road & Storm Drainage)	\$424,190.00	\$15,253.63	\$456,478.05	\$32,288.05
B (High Water )	\$199,815.00	\$5,065.63	\$174,890.67	- \$24,924.33
C (High Sewer)	\$76,510.00	\$2,691.70	\$66,528.18	-\$9,981.82
D (4th Road)	\$241,425.00	-	\$273,580.08	\$32,155.08
E (4th Storm)	\$13,290.00	-	\$12,285.00	-\$1,005.00
F (4th Water)	\$296,110.00	\$9,022.63	\$314,148.57	\$18,038.57
G (4th Sewer)	\$272,305.00	\$86,997.86	\$290,817.10	\$18,512.00
<b>Total</b>	<b>\$1,523,645.00</b>	<b>\$119,031.45</b>	<b>\$1,588,727.65</b>	<b>\$65,082.65</b>

**CITY OF SULTAN COUNCIL MEETING – June 25, 2015**

The Road and Storm Drainage elements (Schedules A, D, and E) predominately funded by the Transportation Improvement Board (TIB) were collectively \$63,438 over budget (approximately 97% of the overall budget overrun). As noted in the table below, TIB paid for the bulk of the budget overruns. A condition of the TIB grant is that the City must contribute a minimum 5% match. In this case, the TIB took into account City staff time in assisting with construction management during the project, so the resulting City match for construction was approximately 1.9 percent for High Avenue and 2.3 percent for 4th Street.

The water elements (Schedules B and F) budget results were mixed. The High Avenue water element was \$24,924.33 under budget, while the 4th Street water element was \$18,038.57 over budget. As a result, the water element for both projects came in \$6,885.43 under budget.

The sewer elements (Schedules C and G) budget results were also mixed. The High Avenue sewer element was \$9,982 under budget. The 4th Street sewer was \$18,512 over budget, primarily due to the incorrect diameter of CIPP being specified on the plans. The resulting budget overrun for the sewer element of both projects was \$8,530. There were adequate additional sewer funds available from the bond proceeds for this project to cover the overrun.

On a motion by Councilmember Beeler, seconded by Councilmember Naslund, the High Avenue & 4th Street projects were accepted as completed by SRV Construction, Inc. All ayes.

**EXECUTIVE SESSION:**

On a motion by Councilmember Naslund, seconded by Councilmember Beeler, the Council adjourned to executive session at 8:20 PM for 15 minutes to discuss pending litigation.

Returned to regular session at 8:35

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

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Carolyn Eslick, Mayor

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Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: Consent C 2

DATE: July 9, 2015

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

**SUMMARY:**

Attached are the minutes of the Public Hearing on the 6 Year Transportation Improvement Plan as on file in the office of the City Clerk.

**RECOMMENDED ACTION:**

Approve as submitted.

**CITY OF SULTAN COUNCIL MEETING – June 25, 2015****PUBLIC HEARING:**

Mayor Eslick called the Public Hearing on Six Year Transportation Plan to order.  
Councilmembers present: McCarty, Neigel, Naslund and Beeler.

**Staff:**

City staff presented the recommended changes to the 2016-2021 Transportation Improvement Plan (TIP). State law (RCW 35.77.010) mandates that all local jurisdictions annually adopt and submit to the state a six-year program of transportation improvements known as the Local TIP. The six-year local TIP serves as a work plan for the development of local transportation systems and, as such, represents an important planning component under the State's Growth Management Act.

In 2011, the City updated its Comprehensive Plan, which includes a Capital Facilities Element and Transportation Element. Transportation capital projects are a subset of the 2011 Capital Facilities Element. Transportation capital projects are generated out of the 20-year list of projects included in the Transportation Element. The funded projects included in the six-year TIP are included in the six-year Capital Improvement Plan adopted by the City Council during the budget process.

**Sultan Six-Year TIP**

The proposed City of Sultan 2016-2021 Local TIP carries forward several of the projects from the 2015-2020 TIP:

1. T-39 Pavement Overlay Program has been modified to reflect a \$12,000 expenditure in 2015 to account for chip-sealing on a yet-to-be determined City street.
2. T-45 5<sup>th</sup> Street Reconstruction) has been added to reflect design and construction of improvements to reconstruct this section of badly deteriorated street. Estimated preliminary design and construction costs are \$249,000.
3. T-46 Date Avenue Reconstruction. This project received a Transportation Improvement Board grant in 2014. The project has been designed and the construction contract has been awarded. Construction is planned to be completed prior to school starting in the fall.
4. T-70 1<sup>st</sup> Street Sidewalk
5. NM-3 Sidewalk Spot Improvements
6. NM-4 Sidewalk/Trail Improvements/Enhancements
7. NM-8 US-2 Pedestrian Crossing
8. NM-9 Sultan River Trail has been added to reflect property acquisition and construction of a pedestrian trail adjacent to the Sultan River from Osprey Park to River Park.

New projects proposed for the 2016-2021 TIP include:

1. T-51 3rd Street Reconstruction. . The Transportation Board will be modifying their definition of "TIB Arterial" which now makes 3rd Street eligible for TIB funding.

**Public Input**

Judy Heydrick: Submitted written comments on file with the City Clerk.

Gerry Gibson: Submitted written comments on file with the City Clerk.

Jean Roberts: 124<sup>th</sup> is still in the comprehensive plan and is not under the TIP.

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

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Carolyn Eslick, Mayor

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Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM #:** Consent 3  
**DATE:** July 9, 2015  
**SUBJECT:** Voucher Approval - 2015  
**CONTACT PERSON:** Laura Koenig, Clerk/Deputy Finance Director

**SUMMARY:**

Attached are the vouchers for approval in the amount of \$250,198.07 and payroll through June 19, 2015 in the amount of \$60,631.63 to be drawn and paid on the proper accounts.

**FISCAL IMPACT:** \$310,829.70

**RECOMMENDATION:**

Approve the payment of vouchers as submitted.

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**City Of Sultan  
Voucher Approval  
July 9, 2015**

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

\_\_\_\_\_  
Laura J. Koenig, Clerk/Deputy Finance Director

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

Payroll Check #30645-4652-57	\$ 5,040.68
Direct Deposit #13, Council	\$ 32,059.73
Benefits Check #30647-50	\$ 9,050.26
Tax Deposit #13	\$ 14,480.96
Accounts Payable Checks #30651,58-97,01-02	\$ 250,198.07
ACH Transactions - DOR	\$
 TOTAL	 \$ 310,829.70

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Bob McCarty, Councilmember

\_\_\_\_\_  
John Seehuus, Councilmember

\_\_\_\_\_  
Rocky Walker, Councilmember

\_\_\_\_\_  
Sarah Davenport-Smith, Councilmember

\_\_\_\_\_  
Joe Neigel, Councilmember

\_\_\_\_\_  
Marianne Naslund, Councilmember

\_\_\_\_\_  
Jeffrey Beeler, Councilmember

# Accounts Payable

## Check Register Totals Only

User: laura.koenig  
 Printed: 7/2/2015 - 11:14 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30658	07/09/2015	AAA	AAA of Everett	576.01	0
30659	07/09/2015	agsupply	AG Supply Co	1,112.99	0
30660	07/09/2015	Aramark	Aramark Uniform Services - AUS We	205.42	0
30661	07/09/2015	Wilbert	Automatic Wilbert Vault Co.	1,445.47	0
30662	07/09/2015	bilstad	Annie Bilstad	400.00	0
30663	07/09/2015	biosci	Bioscience Inc	690.00	0
30664	07/09/2015	DOH	Department of Health	663.00	0
30665	07/09/2015	EnvRes	Environmental Resource Associates	468.83	0
30666	07/09/2015	Eylander	Eylanders Sales & Service Inc	512.59	0
30667	07/09/2015	Frontier	Frontier	214.68	0
30668	07/09/2015	GBGeek	Gold Bar Geek	743.32	0
30669	07/09/2015	Gray	Gray & Osborne Inc.	5,196.60	0
30670	07/09/2015	HerBus	Herald Business Journal	24.00	0
30671	07/09/2015	HoneyB	Honey Bucket	111.65	0
30672	07/09/2015	Lakeside	Lakeside Industries	398.52	0
30673	07/09/2015	Mailfin	Mail Finance	732.66	0
30674	07/09/2015	OfcDepot	Office Depot	60.45	0
30675	07/09/2015	PacNW	Pacific Northwest Construxion	262.00	0
30676	07/09/2015	Pitney	Pitney Bowes	36.82	0
30677	07/09/2015	paw	Planning Association of Washington	150.00	0
30678	07/09/2015	QCL	QCL, Inc.	181.25	0
30679	07/09/2015	RedApl	Red Apple Market	142.29	0
30680	07/09/2015	AllWaste	Republic Services	12,208.52	0
30681	07/09/2015	Shred	Shred-it USA LLC	95.50	0
30682	07/09/2015	siskun	Siskun Power Equipment	228.93	0
30683	07/09/2015	SCcorrec	Snohomish County Corrections	2.01	0
30684	07/09/2015	SChumsvc	Snohomish County Human Services	262.50	0
30685	07/09/2015	SnoPlan	Snohomish County Planning and Deve	2,380.00	0
30686	07/09/2015	SRDTF	Snohomish County Sheriff	75,147.58	0
30687	07/09/2015	SCtour	Snohomish County Tourism Bureau	60.00	0
30688	07/09/2015	SoundPub	Sound Publishing Inc	110.08	0
30689	07/09/2015	SoundT	Sound Tractor Co	42.81	0
30690	07/09/2015	Summit	Summit Research Labs	4,295.61	0
30691	07/09/2015	TSI	Technical Systems, Inc.	439.84	0
30692	07/09/2015	atrua	Aimee Lou Trua	1,860.00	0
30693	07/09/2015	usps	USPS	785.63	0
30694	07/09/2015	VerizonW	Verizon Wireless	672.34	0
30695	07/09/2015	visa	Visa	1,122.02	0
30696	07/09/2015	visa	Visa	483.82	0
30697	07/09/2015	Wetrc	WETRC	300.00	0
Check Total:				114,825.74	

# Accounts Payable

## Computer Check Register

User: laura.koenig  
 Printed: 06/26/2015 - 11:04AM  
 Batch: 00005.06.2015  
 Bank Account: TREAS



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
30651	WFOA	Washington Finance Officers .	6/26/2015		
				82691336	130.00
				82691336	130.00
				82691336	130.00
				82691336	130.00
				82691336	130.00
		Check 30651 Total:			650.00
		Report Total:			650.00

# Payroll

## Computer Check Register

User: julie.addington

Printed: 06/29/2015 - 12:14PM

Batch: 00004-06-2015 Computer



Check No	Check Date	Employee Information		Amount
30652	06/29/2015	073	Sarah Davenport-Smith	323.22
30653	06/29/2015	074	John Seehuus	394.80
30654	06/29/2015	092	Jeffrey Beeler, Sr	415.57
30655	06/29/2015	094	Joseph Neigel	415.57
30656	06/29/2015	095	Marianne Naslund	415.57
30657	06/29/2015	099	Rocky Walker	230.87
Total Number of Employees:		6	Total for Payroll Check Run:	2,195.60

# Payroll

## Computer Check Register

User: julie.addington

Printed: 06/23/2015 - 2:03PM

Batch: 00003-06-2015 Computer

PR.13



Check No	Check Date	Employee Information		Amount
30645	06/26/2015	024	Michael Williams	1,473.24
30646	06/26/2015	029	James Barns	1,371.84
Total Number of Employees:		2	Total for Payroll Check Run:	2,845.08

# Accounts Payable

## Check Register Totals Only

User: laura.koenig

Printed: 6/26/2015 - 11:00 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30647	06/26/2015	Retire	Department of Retirement	1,287.50	0
30648	06/26/2015	Retire	Department of Retirement	6,826.86	0
30649	06/26/2015	AFLAC	AFLAC	111.90	0
30650	06/26/2015	UNION	Teamsters Local Union #763	824.00	0
Check Total:				9,050.26	

User: 'julie.addington'  
 Printed: 06/23/2015 - 2:05PM  
 Batch: 3-6-2015  
 Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
06/26/2015	0	001	Laura Koenig	2,010.08
06/26/2015	0	002	Tami Pevey	1,005.85
06/26/2015	0	004	Donna Murphy	948.42
06/26/2015	0	007	Julie Addington	1,438.84
06/26/2015	0	010	Cynthia Sparks	1,476.91
06/26/2015	0	011	Janice Mann	1,120.28
06/26/2015	0	013	Rosemary Murphy	661.68
06/26/2015	0	015	Kenneth Walker	2,823.64
06/26/2015	0	016	Stacy MacGregor	4,397.75
06/26/2015	0	019	Michael Matheson	2,796.11
06/26/2015	0	020	Connie Dunn	2,010.16
06/26/2015	0	025	John Harris	1,785.78
06/26/2015	0	028	Todd Strom	1,554.98
06/26/2015	0	049	Victoria Forte	1,548.25
06/26/2015	0	120	Matthew Wood	2,032.38
06/26/2015	0	121	Jason Strauss	1,421.87
06/26/2015	0	125	Riley Edwards	1,054.07
06/26/2015	0	126	Bobbie Lewis	1,162.36
Total Employees:			18	Total: 31,249.41

*Council 2nd str 2011*

## Payroll

### ACH Check Register

User: 'julie.addington'  
 Printed: 06/29/2015 - 12:15PM  
 Batch: 4-6-2015  
 Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
06/29/2015	0	098	Robert McCarty	348.57
Total Employees:			1	Total: 348.57

*Mrs. 127*

## Payroll

### ACH Check Register

User: 'julie.addington'  
 Printed: 06/26/2015 - 9:21AM  
 Batch: 1-7-2015  
 Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
07/01/2015	0	072	Carolyn Eslick	461.75
Total Employees:			1	Total: 461.75

# Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
30647	06/26/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.75
30647	06/26/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	21.51
30647	06/26/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.98
30647	06/26/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	6.38
30647	06/26/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	39.24
30647	06/26/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	36.24
30647	06/26/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	24.90
30647	06/26/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	20.00
30647	06/26/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	230.64
30647	06/26/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	76.25
30647	06/26/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	6.69
30647	06/26/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	13.88
30647	06/26/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	209.67
30647	06/26/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	428.86
30647	06/26/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	74.14
30647	06/26/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	47.37
30648	06/26/2015	GENERAL FUND	PERS Payable	Department of Retirement	1,159.87
30648	06/26/2015	STREET FUND	PERS Payable	Department of Retirement	271.29
30648	06/26/2015	CEMETERY FUND	PERS Payable	Department of Retirement	40.23
30648	06/26/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	43.38
30648	06/26/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,074.36
30648	06/26/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	888.25
30648	06/26/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	510.24
30648	06/26/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	271.08
30648	06/26/2015	GENERAL FUND	PERS Payable	Department of Retirement	190.01
30648	06/26/2015	GENERAL FUND	PERS Payable	Department of Retirement	103.16
30648	06/26/2015	GENERAL FUND	PERS Payable	Department of Retirement	619.57
30648	06/26/2015	STREET FUND	PERS Payable	Department of Retirement	144.94
30648	06/26/2015	CEMETERY FUND	PERS Payable	Department of Retirement	21.47
30648	06/26/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	23.17
30648	06/26/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	573.90
30648	06/26/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	474.53
30648	06/26/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	272.58
30648	06/26/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	144.83
30649	06/26/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.06
30649	06/26/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.97

30649	06/26/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.02
30649	06/26/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.09
30649	06/26/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.92
30649	06/26/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.89
30649	06/26/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.04
30649	06/26/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.98
30649	06/26/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.03
30649	06/26/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.11
30649	06/26/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.91
30649	06/26/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.88
30650	06/26/2015	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	102.15
30650	06/26/2015	STREET FUND	Union Dues Payable	Teamsters Local Union #763	20.95
30650	06/26/2015	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.40
30650	06/26/2015	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	1.14
30650	06/26/2015	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	113.48
30650	06/26/2015	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	90.48
30650	06/26/2015	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	55.72
30650	06/26/2015	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	23.68
30650	06/26/2015	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	102.12
30650	06/26/2015	STREET FUND	Union Dues Payable	Teamsters Local Union #763	20.97
30650	06/26/2015	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.40
30650	06/26/2015	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	1.13
30650	06/26/2015	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	113.48
30650	06/26/2015	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	90.54
30650	06/26/2015	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	55.69
30650	06/26/2015	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	23.67
30651	06/26/2015	UTILITY WATER FUND	Travel and Seminars	Washington Finance Officers Association	130.00
30651	06/26/2015	UTILITY SEWER FUND	Travel and Seminars	Washington Finance Officers Association	130.00
30651	06/26/2015	UTILITY GARBAGE FUND	Travel and Seminars	Washington Finance Officers Association	130.00
30651	06/26/2015	STREET FUND	Travel and Seminars	Washington Finance Officers Association	130.00
30651	06/26/2015	GENERAL FUND	Travel and Seminars	Washington Finance Officers Association	130.00
30658	07/09/2015	BUILDING MAINTENANCE FUND	Repair and Maintenance	AAA of Everett	57.60
30658	07/09/2015	UTILITY WATER FUND	Miscellaneous	AAA of Everett	115.21
30658	07/09/2015	UTILITY SEWER FUND	Miscellaneous	AAA of Everett	115.20
30658	07/09/2015	STREET FUND	Miscellaneous	AAA of Everett	115.20
30658	07/09/2015	STORMWATER UTILITY FUND	Miscellaneous	AAA of Everett	57.60
30658	07/09/2015	UTILITY GARBAGE FUND	Miscellaneous	AAA of Everett	57.60
30658	07/09/2015	GENERAL FUND	Miscellaneous	AAA of Everett	57.60
30659	07/09/2015	GENERAL FUND	Small Tools/Minor Equipment	AG Supply Co	18.45
30659	07/09/2015	GENERAL FUND	Office/Operating Supplies	AG Supply Co	48.85
30659	07/09/2015	GENERAL FUND	Office/Operating Supplies	AG Supply Co	14.11

30659	07/09/2015	GENERAL FUND	Office/Operating Supplies	AG Supply Co	574.52
30659	07/09/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	22.53
30659	07/09/2015	GENERAL FUND	Office/Operating Supplies	AG Supply Co	40.56
30659	07/09/2015	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	10.90
30659	07/09/2015	PARK IMPROVEMENT FUND	General Park Improvements	AG Supply Co	+2.24
30659	07/09/2015	GENERAL FUND	Office/Operating Supplies	AG Supply Co	123.74
30659	07/09/2015	GENERAL FUND	Office/Operating Supplies	AG Supply Co	13.00
30659	07/09/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	5.03
30659	07/09/2015	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	5.00
30659	07/09/2015	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	3.00
30659	07/09/2015	GENERAL FUND	Volunteer Program	AG Supply Co	1.62
30659	07/09/2015	GENERAL FUND	Volunteer Program	AG Supply Co	9.76
30659	07/09/2015	GENERAL FUND	Volunteer Program	AG Supply Co	42.31
30659	07/09/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	10.00
30659	07/09/2015	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	9.53
30659	07/09/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	40.76
30659	07/09/2015	GENERAL FUND	Benefits	AG Supply Co	77.08
30660	07/09/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	13.22
30660	07/09/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	13.21
30660	07/09/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	13.22
30660	07/09/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	13.21
30660	07/09/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	13.22
30660	07/09/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	14.71
30660	07/09/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	14.71
30660	07/09/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	14.71
30660	07/09/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	14.71
30660	07/09/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	14.71
30660	07/09/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	13.16
30660	07/09/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	13.16
30660	07/09/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	13.15
30660	07/09/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	13.16
30660	07/09/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	13.16
30661	07/09/2015	CEMETERY FUND	Items for Resale	Automatic Wilbert Vault Co.	397.48
30661	07/09/2015	CEMETERY FUND	Operating Supplies	Automatic Wilbert Vault Co.	1,047.99
30662	07/09/2015	UTILITY WATER FUND	Operating Supply	Annie Bilstad	400.00
30663	07/09/2015	UTILITY SEWER FUND	Operating Supplies	Bioscience Inc	690.00
30664	07/09/2015	UTILITY WATER FUND	Miscellaneous	Department of Health	663.00
30665	07/09/2015	UTILITY SEWER FUND	Sewer - Testing	Environmental Resource Associates	468.83
30666	07/09/2015	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	512.59
30667	07/09/2015	GENERAL FUND	Communication	Frontier	11.61
30667	07/09/2015	STREET FUND	Communication	Frontier	11.60

30667	07/09/2015	UTILITY WATER FUND	Communication	Frontier	11.61
30667	07/09/2015	UTILITY SEWER FUND	Communication	Frontier	11.60
30667	07/09/2015	UTILITY GARBAGE FUND	Communication	Frontier	11.61
30667	07/09/2015	GENERAL FUND	Communication	Frontier	14.25
30667	07/09/2015	STREET FUND	Communication	Frontier	14.26
30667	07/09/2015	UTILITY WATER FUND	Communication	Frontier	14.25
30667	07/09/2015	UTILITY SEWER FUND	Communication	Frontier	14.26
30667	07/09/2015	UTILITY GARBAGE FUND	Communication	Frontier	14.25
30667	07/09/2015	GENERAL FUND	Communication	Frontier	17.08
30667	07/09/2015	STREET FUND	Communication	Frontier	17.07
30667	07/09/2015	UTILITY WATER FUND	Communication	Frontier	17.08
30667	07/09/2015	UTILITY SEWER FUND	Communication	Frontier	17.07
30667	07/09/2015	UTILITY GARBAGE FUND	Communication	Frontier	17.08
30668	07/09/2015	INFORMATION TECHNOLOGY FUND -	Professional Service	Gold Bar Geek	743.32
30669	07/09/2015	STREET IMPROVEMENT FUND	Street Projects Engineering	Gray & Osborne Inc.	5,196.60
30670	07/09/2015	GENERAL FUND	Miscellaneous	Herald Business Journal	24.00
30671	07/09/2015	UTILITY SEWER FUND	Rentals	Honey Bucket	111.65
30672	07/09/2015	UTILITY WATER FUND	Operating Supply	Lakeside Industries	239.11
30672	07/09/2015	UTILITY SEWER FUND	Operating Supplies	Lakeside Industries	39.85
30672	07/09/2015	STREET FUND	Office/Operating Supplies	Lakeside Industries	79.71
30672	07/09/2015	STORMWATER UTILITY FUND	Operating Supplies	Lakeside Industries	39.85
30673	07/09/2015	UTILITY WATER FUND	Rentals	Mail Finance	202.87
30673	07/09/2015	UTILITY SEWER FUND	Rentals	Mail Finance	147.85
30673	07/09/2015	UTILITY GARBAGE FUND	Miscellaneous	Mail Finance	186.76
30673	07/09/2015	STORMWATER UTILITY FUND	Rentals	Mail Finance	195.18
30674	07/09/2015	UTILITY WATER FUND	Office Supplies	Office Depot	3.09
30674	07/09/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	3.09
30674	07/09/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	3.09
30674	07/09/2015	STREET FUND	Office Supplies	Office Depot	3.10
30674	07/09/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	12.36
30674	07/09/2015	UTILITY WATER FUND	Office Supplies	Office Depot	4.47
30674	07/09/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	4.46
30674	07/09/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	4.47
30674	07/09/2015	STREET FUND	Office Supplies	Office Depot	4.46
30674	07/09/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	17.86
30675	07/09/2015	STREET FUND	Repair and Maintenance	Pacific Northwest Construction	262.00
30676	07/09/2015	GENERAL FUND	Communication	Pitney Bowes	12.89
30676	07/09/2015	GENERAL FUND	Communication	Pitney Bowes	5.52
30676	07/09/2015	STREET FUND	Communication	Pitney Bowes	4.60
30676	07/09/2015	UTILITY WATER FUND	Communication	Pitney Bowes	4.61
30676	07/09/2015	UTILITY SEWER FUND	Communication	Pitney Bowes	4.60

30676	07/09/2015	UTILITY GARBAGE FUND	Communication	Pitney Bowes	4.60
30677	07/09/2015	GENERAL FUND	Miscellaneous	Planning Association of Washington	150.00
30678	07/09/2015	UTILITY WATER FUND	Miscellaneous	QCL, Inc.	45.31
30678	07/09/2015	UTILITY GARBAGE FUND	Miscellaneous	QCL, Inc.	45.31
30678	07/09/2015	STORMWATER UTILITY FUND	Miscellaneous	QCL, Inc.	45.31
30678	07/09/2015	UTILITY SEWER FUND	Miscellaneous	QCL, Inc.	45.32
30679	07/09/2015	UTILITY SEWER FUND	Operating Supplies	Red Apple Market	131.79
30679	07/09/2015	GENERAL FUND	Volunteer Program	Red Apple Market	10.50
30680	07/09/2015	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Republic Services	12,208.52
30681	07/09/2015	GENERAL FUND	Office/Operating Supplies	Shred-it USA LLC	95.50
30682	07/09/2015	GENERAL FUND	Office/Operating Supplies	Siskun Power Equipment	45.79
30682	07/09/2015	STREET FUND	Office/Operating Supplies	Siskun Power Equipment	45.79
30682	07/09/2015	UTILITY WATER FUND	Operating Supply	Siskun Power Equipment	45.77
30682	07/09/2015	UTILITY SEWER FUND	Operating Supplies	Siskun Power Equipment	45.79
30682	07/09/2015	STORMWATER UTILITY FUND	Operating Supplies	Siskun Power Equipment	45.79
30683	07/09/2015	GENERAL FUND	Miscellaneous - Jail Fees	Siskun Power Equipment	45.79
30684	07/09/2015	GENERAL FUND	Intergovernmental	Snohomish County Corrections	2.01
30685	07/09/2015	GENERAL FUND	SnoCty Plan/Building Service	Snohomish County Human Services	262.50
30686	07/09/2015	GENERAL FUND	Professional Service - SnoCty	SnoCty Plan/Development	2,380.00
30687	07/09/2015	GENERAL FUND	Travel and Seminars	Snohomish County Sheriff	75,147.58
30688	07/09/2015	GENERAL FUND	Advertising and Legal Notices	Snohomish County Tourism Bureau	60.00
30688	07/09/2015	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	61.92
30688	07/09/2015	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	48.16
30689	07/09/2015	GENERAL FUND	Vehicle Maintenance	Sound Tractor Co	42.81
30690	07/09/2015	UTILITY WATER FUND	Operating Supply	Summit Research Labs	4,295.61
30691	07/09/2015	UTILITY SEWER FUND	Repair and Maintenance	Technical Systems, Inc.	439.84
30692	07/09/2015	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	1,700.00
30692	07/09/2015	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	160.00
30693	07/09/2015	UTILITY WATER FUND	Communication	USPS	235.69
30693	07/09/2015	UTILITY SEWER FUND	Communication	USPS	235.69
30693	07/09/2015	UTILITY GARBAGE FUND	Communication	USPS	235.69
30693	07/09/2015	STORMWATER UTILITY FUND	Communication	USPS	78.56
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	STREET FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	55.49
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	55.49
30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	55.49
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	55.49
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	38.07

30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	55.49
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	STREET FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	11.09
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	STREET FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	STREET FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	38.07
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	11.09
30694	07/09/2015	STREET FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	11.10
30694	07/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.62
30694	07/09/2015	STREET FUND	Communication	Verizon Wireless	7.61
30694	07/09/2015	GENERAL FUND	Travel and Seminars	Verizon Wireless	55.49
30694	07/09/2015	GENERAL FUND	Volunteer Program	Verizon Wireless	33.45
30695	07/09/2015	GENERAL FUND	Travel and Seminars	Verizon Wireless	59.99
30695	07/09/2015	GENERAL FUND	Travel and Seminars	Verizon Wireless	12.00
30695	07/09/2015	GENERAL FUND	Travel and Seminars	Verizon Wireless	33.18
30695	07/09/2015	UTILITY WATER FUND	Travel and Seminars	Verizon Wireless	30.31
30695	07/09/2015	UTILITY WATER FUND	Travel and Seminars	Verizon Wireless	774.39
30695	07/09/2015	UTILITY WATER FUND	Travel and Seminars	Verizon Wireless	130.00
30695	07/09/2015	GENERAL FUND	Travel and Seminars	Verizon Wireless	48.70
30696	07/09/2015	UTILITY WATER FUND	Vehicle Repair	Verizon Wireless	77.38
30696	07/09/2015	UTILITY SEWER FUND	Vehicle Repair	Verizon Wireless	77.38
30696	07/09/2015	UTILITY GARBAGE FUND	Utilities	Verizon Wireless	77.38
30696	07/09/2015	STREET FUND	Vehicle Repair	Verizon Wireless	77.37
30696	07/09/2015	GENERAL FUND	Vehicle Repair	Verizon Wireless	77.37

30696	07/09/2015	STORMWATER UTILITY FUND	Vehicle Repair	Monroe Parts House	77.37
30696	07/09/2015	UTILITY WATER FUND	Travel and Seminars	Monroe Parts House	19.57
30697	07/09/2015	UTILITY WATER FUND	Rentals	WETRC	300.00
30701	07/06/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	-41.99
30701	07/06/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	-41.99
30701	07/06/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	-41.99
30701	07/06/2015	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	-42.00
30701	07/06/2015	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	-42.00
30701	07/06/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	-1.38
30701	07/06/2015	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Monroe Parts House	-1.38
30701	07/06/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	-1.39
30701	07/06/2015	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	-1.39
30701	07/06/2015	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	-1.39
30701	07/06/2015	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	5.81
30701	07/06/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	5.80
30701	07/06/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	5.80
30701	07/06/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	5.80
30701	07/06/2015	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	5.81
30701	07/06/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	-0.75
30701	07/06/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	-0.75
30701	07/06/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	-0.75
30701	07/06/2015	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	-0.76
30701	07/06/2015	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	-0.76
30701	07/06/2015	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	11.29
30701	07/06/2015	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	11.29
30701	07/06/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	11.30
30701	07/06/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	11.30
30701	07/06/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	11.30
30701	07/06/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	22.65
30701	07/06/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Monroe Parts House	22.65
30702	07/06/2015	STREET IMPROVEMENT FUND	Date Avenue Project	SRV Construction Inc.	134,392.26
				<b>TOTAL</b>	<b>259,248.33</b>

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** Consent C 4  
**DATE:** July 9, 2015  
**SUBJECT:** Snohomish Regional Drug Task Force Inter-local Agreement  
**CONTACT PERSON:** Laura Koenig, Clerk/Deputy Finance Director

**ISSUE:**

The City of Sultan has been a partner in a yearly Interlocal Agreement (Attachment A) with the Snohomish Regional Drug Task Force, to provide support for and investigations of drugs in Sultan. The contract expired in June and needs to be renewed to continue the partnership.

**STAFF RECOMMENDATION:**

Staff recommends Council direct Mayor Eslick to sign the attached inter-local agreement between Sultan and Snohomish County.

**SUMMARY:**

The Snohomish Regional Drug Gang Task Force (SRDGTF) is a multi agency task force made up of twenty Snohomish County municipalities, five Indian tribes, Washington State Patrol and Snohomish County service organizations. The task force focus is investigating and documenting high volume drug dealers in and around Snohomish County and supporting local police agency's investigations.

Sultan has been a partner with SRDGTF since its inception in 1986. There are forty employees working for the drug task force, on assignment from the Bureau of Alcohol, Tobacco and Firearms, Drug Enforcement Agency, Immigration and Customs Enforcement, Department of Social and Health Services, Washington National Guard and State Patrol and several Snohomish County police agencies.

**FISCAL IMPACT:**

In 2015/2016 the task force budget is anticipated to be \$340,304, including \$145,000 in federal grants and \$195,304 in local match money.

Sultan's assessment is \$1,232 to the SRDGTF and is included in the 2015 Budget. The funds are paid out of the General fund.

Since all narcotics investigations by the drug task force are completed by SRDGTF staff and prosecuted under the umbrella of SRDGTF, there are no other criminal justice costs associated with this inter-local agreement.

**RECOMMENDED ACTION:**

Staff recommends Council direct Mayor Eslick to sign the attached inter-local agreement between Sultan and Snohomish County.

**ATTACHMENTS:** A. Inter-local Agreement Establishing Snohomish Regional Drug Task Force

## **INTERLOCAL AGREEMENT ESTABLISHING**

### **SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	DSHS, Child Protective Services
City of Index	Washington State Patrol
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	
City of Lynnwood	
City of Marysville	

**WITNESSES THAT:**

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2013, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

**NOW, THEREFORE**, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

## **1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE**

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2014, through June 30, 2015. This Agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this Agreement shall be from July 1, 2015, through June 30, 2016, unless earlier terminated or modified as provided in this Agreement.
- 1.3 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each Participating Jurisdiction adopts the following Task Force goals:
  - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
  - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
  - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this Agreement.
- 1.6 The Task Force will implement operations, including:
- a. Development of intelligence
  - b. Target identification
  - c. Investigation
  - d. Arrest of Suspects
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

## **2.0 ORGANIZATION**

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

- rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on a majority vote.
- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
  - 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
  - 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

### **3.0 FINANCING**

- 3.1 Exhibit "B", incorporated herein by reference, sets forth the estimated Task Force Grant Contract budget. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C", incorporated herein by reference, sets forth the Local Match breakdown for the period from July 1, 2015, to June 30, 2016. Although State and/or Federal Grant funds may vary from the amount initially requested, each

- Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.
- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
  - 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
  - 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit "C".

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.

- 4.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this Agreement.

## **5.0 ASSET FORFEITURE**

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

## **6.0 ACQUISITION AND USE OF EQUIPMENT**

- 6.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

## **7.0 MODIFICATION**

Participating Jurisdictions hereto reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

**8.0 NONDISCRIMINATION PROVISION**

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

**9.0 TERMINATION OF AGREEMENT**

- 9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.
- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

**10.0 HOLD HARMLESS**

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

#### **11.0 GOVERNING LAW AND VENUE**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

#### **12.0 INTEGRATION**

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

#### **13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

**14.0 SEVERABILITY**

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

**15.0 POSTING/RECORDING**

This Agreement will be filed with the Snohomish County Auditor or posted on the County's or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision  
of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

*Judith M. Downy* 5/21/15  
Deputy Prosecuting Attorney

**EXHIBIT A**

**Snohomish Regional Drug & Gang Task Force**

Personnel Assigned by Jurisdiction  
July 1, 2015 through June 30, 2016

**EVERETT POLICE DEPARTMENT**

- 1 Lieutenant
- 1 Sergeant
- 1 Detective
- 1 Support Personnel

**FUNDING**

- Everett PD

*VACANT*

**ARLINGTON POLICE DEPARTMENT**

- 1 Detective - K9

**FUNDING**

- Arlington PD

**MARYSVILLE POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Marysville PD

*VACANT*

**BOTHELL POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Bothell PD

*VACANT*

**SNOHOMISH COUNTY SHERIFF'S OFFICE**

- 1 Task Force Commander
- 1 Lieutenant
- 1 Sergeant
- 1 Sergeant
- 1 Detective
- 1 Information Deputy
- 1 K9 Detective
- 1 Reserve Deputy
- 1 Support Staff

**FUNDING**

- Justice Assistance Grant
- Snohomish County Sheriff
- Justice Assistance Grant
- Snohomish County Sheriff

*VACANT*

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor

1 Support Staff

1 Deputy Prosecutor

FUNDING

Justice Assistance Grant

*VACANT*

Snohomish County Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective

1 Case Worker

1 Agent

FUNDING

Washington State Patrol

DSHS, Child Protective Services

Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

*VACANT*

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

*VACANT*

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

*VACANT*

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

## EXHIBIT B

### Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2015 through June 30, 2016

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	122,000	145,894	267,894
Benefits	23,000	49,410	72,410
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$145,000	\$195,304	\$340,304

## EXHIBIT C

### Snohomish Regional Drug & Gang Task Force

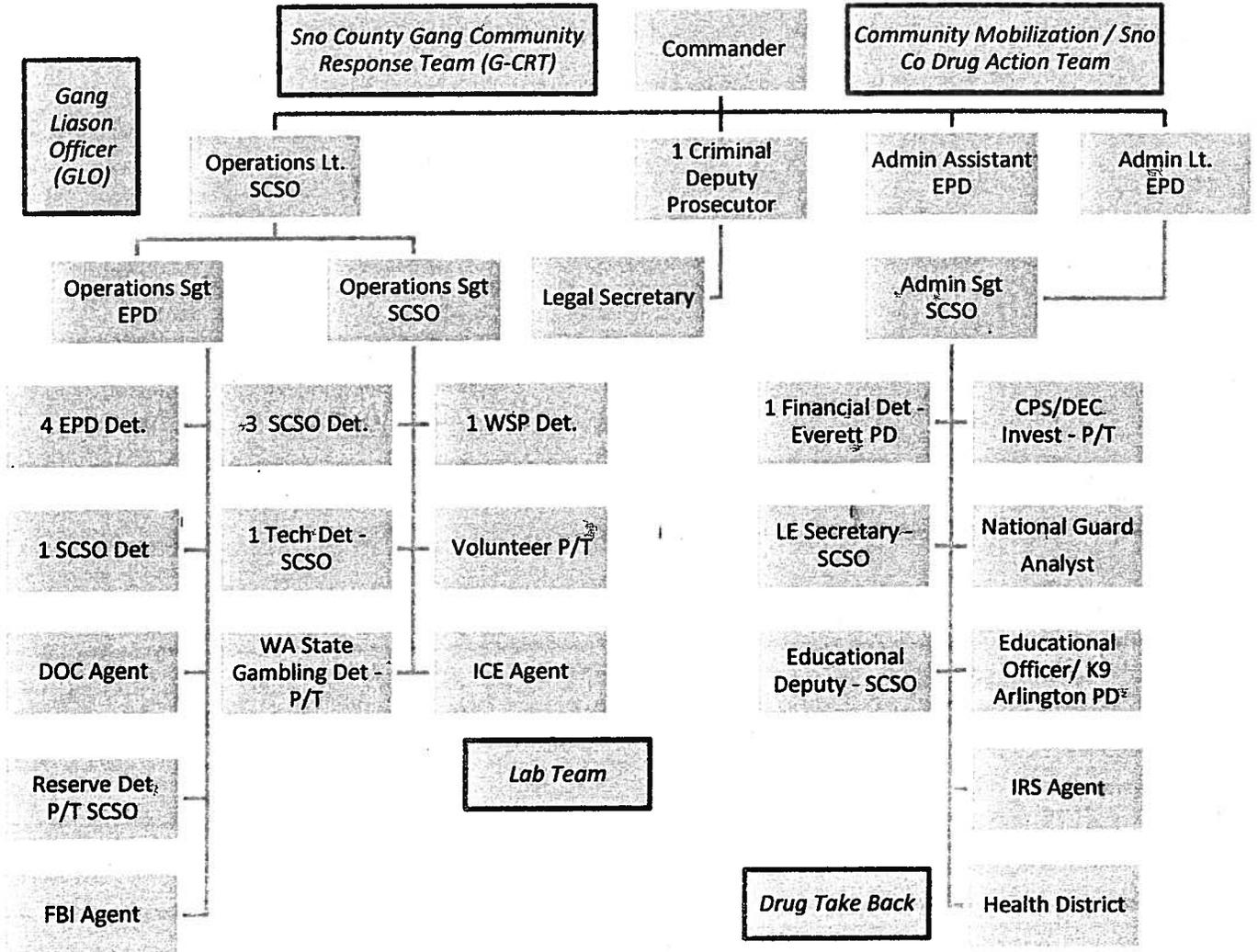
Local Match Breakdowns for July 1, 2015 through June 30, 2016

<u>JURISDICTION</u>	<u>POPULATION</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>
Arlington	18,360	2.48%	\$ 4,848
Bothell	17,020	2.30%	\$ 4,494
Brier	6,345	0.86%	\$ 1,675
Darrington	1,350	0.18%	\$ 356
Edmonds	39,950	5.39%	\$ 10,548
Everett	104,900	14.16%	\$ 27,697
Gold Bar	2,085	0.28%	\$ 551
Granite Falls	3,390	0.46%	\$ 895
Index	180	0.02%	\$ 48
Lake Stevens	29,170	3.94%	\$ 7,702
Lake Forest Park	-	-	\$ -
Lynnwood	36,030	4.86%	\$ 9,513
Marysville	62,600	8.45%	\$ 16,528
Mill Creek	18,780	2.53%	\$ 4,959
Monroe	17,660	2.38%	\$ 4,663
Mountlake Terrace	20,530	2.77%	\$ 5,421
Mukilteo	20,540	2.77%	\$ 5,423
Snohomish	9,270	1.25%	\$ 2,448
Snohomish County	320,335	43.23%	\$ 84,579
Stanwood	6,530	0.88%	\$ 1,724
Sultan	4,665	0.63%	\$ 1,232
DSHS, CPS	-	-	\$ -
Snohomish Health District	-	-	\$ -
Washington State Patrol	-	-	\$ -
<b>PARTICIPATING JURISDICTIONS' TOTALS:</b>			<b>\$ 195,304</b>

# EXHIBIT D

## SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),  
Snohomish County Prosecutor, City of Everett Attorney, SRDGTF Commander



**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** Action A -1  
**DATE:** July 9, 2015  
**SUBJECT:** Adoption of Ordinance 1202-15 Amending SMC Chapter 22.06 Sign Regulations  
**CONTACT PERSON:** Ken Walker, City Administrator

**ISSUE:**

Introduction of Ordinance 1202-15 Amending SMC Chapter 22.06 Sign Regulations which creates a definition of Gateway Signs and provides an exemption from the sign permitting requirements for Gateway Signs.

A Public Hearing and introduction of Ordinance 1202-15(14) was held on September 25, 2014. In order to move forward with the Gateway sign installation, Ordinance 1202-15 needs to be adopted. The City Attorney has reviewed the ordinance and their changes have been incorporated into the revised draft. The Attorneys recommendations included:

1. *Updated agenda bill: Due to the number of changes we made, we recommend presenting this to Council as a first reading only. Further, if the City agrees with these changes, it would be prudent to forward this on to the Department of Commerce for review under RCW 36.70A.106. While this will take more time prior to adoption, it ensures the new regulations have proper review. Either way, it does not need another public hearing.*
2. *Instead of excluding certain types of signs (including the gateway signs) from the definition of "signs," it makes practical sense to just list those signs under the exemption section – we have made those changes in the attached draft (striking all the exclusions from the definition subsection, 22.06.020(53), and clarifying the language in the exemption subsection, 22.06.030(A)). This allows the City to exclude those types of signs from certain permitting provisions, but still otherwise regulate the signs just as any other sign is regulated.*
3. *Zoning and ROW placement for gateway signs – this was originally included as a "condition" for the definition of gateway signs, but as a practical matter it doesn't work (see comments in attached draft). Instead we moved this into 22.06.030(C), which discusses permitted signs.*

**STAFF RECOMMENDATION:**

Staff recommends that the City Council introduce Ordinance 1202-15 Amending SMC Chapter 22.06 Sign Regulations for a first reading.

**BACKGROUND:**

The City of Sultan applied for and received a grant to erect two signs to promote community events, tourism, and shopping opportunities in and around the City. The proposed signs will

provide a place to hang banners, promote community events, and will provide an area for multiple smaller banners to promote local businesses. Local businesses will have the opportunity to purchase banner space to advertise their businesses. For the purposes of this discussion, these signs will be referred to as "gateway signs".

Business advertisement that occurs at a location other than where the business is physically located is called an off-premises sign. City staff identified two possible locations for the gateway signs. One location is within public right of way and the other is on a parcel zoned moderate density residential. Either location would render at least some of the business promotion signs off-premises. The current sign code prohibits off-site signs, commercial signs in residential zones, and signs in right of way. The purpose of this code amendment is to allow the gateway signs within Sultan City limits to fulfill the expectations of the grants.

The grant application states that the City will establish design standards and policies regarding conditions to place banners within the sign standard. City staff is working on drafting these standards and the requirement that these standards are to apply to gateway signs is included in the proposed code changes.

To keep the code as straightforward as possible and to avoid inadvertent prohibitions to gateway signs, the proposed code change is relatively simple. Changes include a new definition for gateway signs that mirrors the intent described in the grant application and a change to the definition of "signs" to exclude gateway signs. The effect of removing gateway signs from the definition of signs is to remove the sign permitting and location restrictions placed on gateway signs. (Gateway signs may still be subject to building permit requirements for initial installation which will be determined once the final sign construction is proposed.)

#### **Compliance with the Comprehensive Plan:**

The Comprehensive Plan represents the City's adopted vision for long-term growth and development. It consists of policies and programs that support and implement that vision while meeting state, region, and county expectations for future development. Changes to development regulations need to be consistent with the Comprehensive Plan. This proposal will provide a forum to promote community events, activities and local businesses and is supported by the following Comprehensive Plan policies:

#### **ED 2.2 Property revitalization (part)**

Support local marketing efforts, parking and building improvements, special management organizations such as downtown business groups, and other actions that may revitalize projects.

#### **PK 2.2 Community Connections**

Emphasis should be given to connecting people to destinations such as neighborhoods, parks, water resources, schools, and work.

#### **ACTION:**

Introduction of Ordinance 1202-15, an ordinance amending Chapter 22.06 SMC, Sign Regulations, which creates a definition of Gateway Signs and provides an exemption from the sign permitting requirements for Gateway Signs.

#### **ATTACHMENTS:**

Attachment A: Title 22 Excerpt, Draft Ordinance in underline/~~strikeout~~

CITY OF SULTAN  
WASHINGTON

ORDINANCE 1202-15

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN,  
WASHINGTON, AMENDING ORDINANCE NO.806-03 AND CHAPTER 22.06 OF  
THE SULTAN MUNICIPAL CODE RELATED TO GATEWAY SIGNS; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the City sought and was awarded a grant from Snohomish County to construct and manage two signs to promote community events, tourism, and shopping opportunities in and around the City; and

**WHEREAS**, one of the two locations identified for these signs is a residential zone; and

**WHEREAS**, one of the two locations identified for these signs is public right-of-way; and

**WHEREAS**, these signs would meet the definition of off-premises signs at any location in the City; and

**WHEREAS**, the Sultan Municipal Code does not allow off-premises signs, signs in residential zones, or signs in a right-of-way; and

**WHEREAS**, the City Council wishes to fulfill the terms of the awarded grant; and

**WHEREAS**, the City Council wishes to create a definition for "Gateway signs"; and

**WHEREAS**, the City Council wishes to exempt "gateway signs" from the permitting requirements for signs by removing "gateway signs" from the definition of "signs"; and

**WHEREAS**, the City Council wishes to apply the City-wide standard prohibiting signs that create a hazard or include moving parts to "gateway signs"; and

**WHEREAS**, on [can we provide a date?], the City submitted this draft ordinance amending the City's Sign Regulation Code to the Washington State Department of Commerce ("the Department") in compliance with RCW 36.70A.106, and the Department granted expedited review; and

**WHEREAS**, on September 16, 2014, the Planning Board held a public hearing on this draft ordinance; and

**WHEREAS**, the Planning Board recommended approval of this draft ordinance to the City Council; and

**WHEREAS**, on September 22, 2014, the SEPA Responsible Official issued a threshold decision for this draft ordinance, which was not appealed; and

**WHEREAS**, on September 25, 2014, the City Council held a hearing on this draft ordinance, after proper notice, during its regular meeting; and

**WHEREAS**, the City Council after due consideration believes that certain amendments to the Sign Code are necessary; and

**WHEREAS**, the City Council now desires to adopt an amendment to the Sign Code;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:**

**Section 1. SMC Section 22.06.020 Amended.** Ordinance No. 806-03 § 1 (part), and SMC Section 22.06.020, *Definitions*, are hereby amended to read as follows (with legislative revision marks):

**22.06.020 Definitions.**

For the purpose of this chapter, the terms set out in this section shall have the meanings indicated:

1. "Abandoned sign" is a sign which represents or displays any reference to a business or use which has been discontinued for more than six months or for which no valid business license has been issued by the city.
2. "A-board, sandwich board, and similar signs" means small type signs, either single or double face, portable or permanently installed, upon which is generally placed advertising copy denoting products being offered upon the premises on which such signs are placed.
3. "Advertising copy" means any letters, figures, symbols, logos, trademarks or similar devices which identify or promote the sign user or any product or service; or which provides information about the sign user, the premises, the building or the products or services available.
4. "Animated sign" means a sign which contains wind, electronic, or mechanically operated moving parts or which flashes or simulates motion by the use of electric lights.
5. "Awning – retractable" means a hood or cover projecting from, but not a permanent part of, an exterior wall of a building and supported by that wall and that is collapsible, retractable, or capable of being folded against the face of the supporting building.

6. "Awning – fixed" means a hood or cover projecting from, but not a permanent part of, an exterior wall of a building and supported by that wall, and is held in place with rigid frames and covered with a flexible material.
7. "Banner" means a temporary sign made of cloth, fabric, paper, and non-rigid plastic or similar types of material and displayed from a building or structure.
8. "Bench sign" means any sign which is painted or affixed to any portion of a bench and shall be no larger than the area reasonably necessary to accommodate a functional bench.
9. "Billboard" means a preprinted or hand painted changeable advertising copy sign which directs attention to businesses, commodities, services, or facilities which are not primarily sold, manufactured, or distributed from the property on which the sign is located. The term "billboard" includes both the structural framework which supports a billboard and any billboard faces attached thereto.
10. "Canopy" means any structure, other than an awning, made of cloth or metal with metal framework attached to a building or carried by a framed supported by the ground.
11. "Campaign/political sign" is a noncommercial temporary sign displaying a message relating to a candidate, political party, or public issue.
12. "Changeable copy/message sign" means a sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature and date sign, message center or reader board where different copy changes of a public service or commercial nature are shown on the same lamp bank.
13. "Change" means a change of a sign which consists of relocating the sign, or replacing 25 percent or more of the advertising copy or sign face and structural material in the sign. Normal maintenance is not a change which requires a permit.
14. "Commercial sign" means a sign displayed for the purpose of identifying a commercial use, or advertising any good, product, service, business, or other enterprise that is regularly offered for trade or sale.
15. "Directional sign" means a sign permanently erected and permitted by the city or state which serves solely to designate the direction to or location of any place, area, or to direct and regulate traffic. "Directional sign" also means a sign providing notice about the time and place of regular civic meetings and religious activities and services. "Directional sign" also means a sign which has only information (informational directional sign) on exit and entrance or parking and contains no form of advertising copy, or the

name of the advertiser, is not greater than four square feet in area and does not exceed three feet in height.

16. "Display sign" means a case or cabinet or other device having a window or transparent material and which is either freestanding or mounted on the exterior of a building structure.

17. "Electrical sign" means a sign or sign fixture in which electrical wiring and connections for fixtures are used as part of the sign.

18. "Existing sign" means a sign in existence prior to the enactment of this chapter.

19. "Exterior/wall sign" means a sign attached to and supported by a wall or facade of a building or structure, with the exposed face of the sign parallel to the wall or facade and extending no more than 18 inches from the wall or facade. Any sign placed behind glass, or affixed to a window of a building and located in such a manner as to have an obvious intent to capture interest of persons outside the building, shall be considered a wall sign and shall be treated in the same manner.

20. "Facade" means the entire building front or the street sidewall of a building from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.

21. "Flashing sign" means an illuminated sign which changes intensity of lighting and/or switches on and off in a constant pattern or in which lighting is not maintained stationary and with constant intensity and color.

22. "Freestanding sign" means an exterior sign which is self-supported by use of poles, uprights, or braces in a fixed location, and in or on the ground, and is not attached to a building, but not including A-board or sandwich board signs.

23. "Frontage – primary" means as follows:

a. In a building containing only one business, primary frontage shall be the width of that side of the building which contains the main public entrance to that business.

b. In a building containing more than one business, all of which businesses have their main public entrances on the same side, primary frontage shall be the width of that side of the building which contains those public entrances.

c. In a building containing more than one business, where those businesses have their main public entrances on more than one side of the building, each side shall constitute a primary frontage. Each primary frontage shall be the width of that frontage.

24. "Frontage – secondary" means as follows, in a building containing one or more businesses, and having all main public entrances on one side, one secondary frontage may be designated by the building owner. That frontage shall be the width of that side of the building as designated.

25. "Gas station price sign" means a sign advertising the price of fuel and containing no other business advertising.

26. "Gateway sign" means a sign posted and displayed by a governmental agency on City-owned property or right-of-way for the purpose of promoting community events, tourism, and shopping opportunities in and around the city of Sultan. Gateway signs are not considered off-premises signs under this title regardless of the content of the gateway sign.

27. "Governmental sign" is a sign posted and displayed by a governmental agency that is necessary to protect and regulate the public health and safety. Governmental signs include traffic signs, directional and informational signs for public health and safety facilities and public safety warning or hazard signs.

28. "Grade" means the elevation as measured at relative level from the top-of-curb or center of the street, whichever is greater in the immediate vicinity of the sign.

29. "Ground sign" means a type of freestanding sign which is erected on the ground and which contains no free air space between the ground and top of the sign.

30. "Hanging sign" means a sign suspended from an awning, canopy, or marquee.

31. "Identification sign" means a sign limited to the name, address, and number of a building, institution, or person or activity carried on in the building.

32. "Incidental sign" means a small information sign not exceeding four square feet in area indicating goods, services, products, credit cards, hours of operation, or facilities which are available on the premises and is primarily intended for the convenience of the public.

33. "Illegal sign" is a sign which was erected without first complying with all ordinances and regulations in effect at the time of its erection and use.

34. "Illuminated sign" means a sign designed to give forth an artificial light, or designed to reflect light from an external source.

35. "Illumination – external" means an exterior lighting source located away from a sign which lights the sign, but is not readily visible.

36. "Illumination – internal" means a light source concealed or contained within the structure which becomes visible in darkness through a translucent surface.

37. "Joint use sign" means a sign which is designed and constructed to be used by more than one business.

38. "Mansard roof sign" means signs which are structurally incorporated into a sloped roof or roof-like facade architecturally capable of being treated as a building wall.

39. "Marquee" means a permanent roof or hood structure attached to, supported by, and projecting from a building over the public right-of-way or public place. It provides protection from weather elements, but does not include a projecting roof.

40. "Mural" is a picture painted directly on a building, or to surfaces mounted on the building, or its appurtenances.

41. "Multiple tenant building" means a single structure housing more than one retail business, office or commercial venture.

42. "Noncommercial sign" means a sign which is devoted to religious, charitable, cultural, political, artistic, governmental or educational messages, and that is not primarily associated with a good, product, or service offered for sale or trade. Noncommercial signs include, but are not limited to, signs advertising incidental and temporary commercial activities conducted by governmental agencies, schools, churches, and nonprofit civic or service clubs, and residential property owners and tenants.

43. "Nonconforming" means a sign or sign structure legally erected prior to this code that does not conform to the provisions as contained in this chapter.

44. "Obsolete sign" means a sign advertising a business no longer conducted or product no longer sold.

45. "Off-premises or remote sign" means a sign, including a billboard, which is not located on the property where the business depicted by the sign is located, and which is not directly related to the use or activity operated on the site of the sign.

46. "On-premises sign" means a sign which displays only advertising copy strictly incidental to the lawful use of the premises on which it is located and shall, depending upon the zoning district in which it is located, contain any of the following:

- a. The name of the owner, occupant, management, or firm occupying the premises;
- b. The address and use;

c. The kind or name of the business and/or the brand name of the principal commodities sold or produced on the premises;

d. Other information relative to a service or activity involved in the conduct of the business (also includes owner identification or business sign). Any commercial or noncommercial sign which advertises or relates to a good, product, service, place, thing, event, or meeting that is lawfully offered, sold, traded, provided, located or conducted at the location upon which the sign is posted or displayed.

47. "Permanent sign" is a fixed or portable sign intended for continuous use or intermittent display for periods exceeding 60 days in any calendar year.

48. "Pole sign" means an exterior sign which is self-supported by use of a single supporting structure or single pole, in a fixed location, and in or on the ground, and is not attached to a building.

49. "Portable sign" means any sign which is readily capable of being moved or removed, whether attached or affixed to the ground or any structure, that is designed, constructed, and typically intended for temporary display. Portable signs include, but are not limited to:

a. Signs posted or displayed upon a movable chassis or support with or without wheels;

b. A-frame signs;

c. Wooden, cardboard, metal, or plastic "stake" or "yard" signs;

d. Posters or banners affixed to windows, railings, overhangs, trees, hedges, or other structures or vegetation;

e. Signs mounted on vehicles parked and visible from the public right-of-way, except signs mounted upon vehicles that are being primarily used for normal day to day commercial or noncommercial transportation purposes, and not primarily for advertising or display purposes, and except for signs advertising for sale the vehicle upon which the sign is posted;

f. Searchlights;

g. Balloons or inflatable signs over 24 inches in diameter and similar devices of a carnival nature.

50. "Projecting sign" means a two-sided sign projecting more than 15 inches from a structure or building which is supported by a wall of the structure.

51. "Real estate sign" means a temporary sign erected by the owner or his agent advertising the real estate upon which the signs are located for rent, for lease or for sale.

52. "Roof sign" means a sign erected upon or above the parapet of a building or structure. Mansard roof signs shall not be included.

53. "Sign" means any communication device, structure, fixture, illuminated or nonilluminated, which is visible from any public right-of-way, and using graphics, pictures, symbols or written copy, that is intended to direct attention to and to promote the sale of products, goods, services, events, or to identify a building. The term "signs" shall not include the following:

~~a. Flags, pennants or insignia of nations, or an organization of nations, states or cities, or fraternal, religious and civic organizations or any educational institutions except when such flags are used in connection with a commercial promotion or as an advertising device.~~

~~b. Placards, banners, pennants, merchandise, pictures or models of products or services incorporated into a window display.~~

~~c. Works of fine art and painted murals which in no way identify a product or business and which are not displayed in conjunction with a commercial enterprise, which enterprise may benefit or realize direct commercial gain from such display.~~

~~d. One nameplate per public entrance per business of no more than two square feet per face which is suspended under a canopy or mounted on the face of the building.~~

~~e. Temporary decorations or displays clearly incidental and customary and commonly associated with national, local or religious holiday celebrations if erected entirely on private property and not displayed for a period of more than 10 days (40 days for the Christmas/New Year holiday) coinciding with that holiday; provided, however, there shall be no flashing lights permitted in the urban center, highway oriented development or economic development zoning districts.~~

~~f. Signs not visible beyond the boundaries of the lot or parcel upon which they are located or from any public thoroughfare or right-of-way.~~

~~g. Traffic and other official signs of any public or governmental agency.~~

~~h. Commemorative plaques and historical site or structure signs.~~

~~i. Billboards signs located on the outfield fence of the Mariner's Field located at the Sultan High School.~~

~~j. Special event signs; provided that all of the following conditions are met:~~

~~i. The promoter of the event or grand opening shall have met with the city to obtain a determination that the proposed sign(s) fall within the definition of a special event sign.~~

~~ii. No such sign shall include moving parts or flashing lights.~~

~~iii. No such sign shall create a hazard.~~

~~iv. No such sign shall be erected or displayed more than 30 days before the special event or grand opening it announces or 14 days thereafter.~~

~~v. All such signs shall be removed within 14 days following the conclusion of the special event or grand opening.~~

~~k. Temporary, nonilluminated real estate signs limited to one in all residential zones and not exceeding six feet in area per sign face.~~

~~l. Temporary, nonilluminated construction signs limited to one sign in residential areas not exceeding 32 square feet in area per face, and two signs in commercial and industrial zoning district not exceeding 32 square feet in area per face per street frontage.~~

54. "Sign area" means the entire area of the structure on which advertising copy is to be placed. It shall include the total height and width of the structure. Sign supporting structures which are part of the sign display shall be included in the area rectangle. Architectural embellishments and decorative features which contain no written or advertising copy shall be included in determining the sign area. Where a sign is affixed to or otherwise displayed on a structure which is not in itself a sign, such as a wall, marquee, canopy, or awning, the sign area shall be a rectangle formed by the greatest height and width of the advertising copy. The area of all ground signs shall be measured by determining the sum of the area of the advertising copy as noted above, and that portion of the sign structure which exceeds one and one-half times the area of the sign face.

55. "Sign face" means the area of display surface used for the message.

56. "Sign height" means the vertical distance measured from the adjacent street grade or upper surface of the nearest street curb, other than elevated roadways, which permits the greatest height to the highest point of the sign.

57. "Sign package review" means a process by which building design, commercial development design, and signs are integrated into one architectural set of plans that are submitted for planning review and/or building permits.

58. "Special event sign" means a sign that displays information concerning a special event, festivals, carnivals, grand openings, or annual sales occurring no more than twice within any 12-month period.

59. "Temporary sign" is an allowed portable sign intended for short-term use, not to exceed 60 days in a calendar year.

60. "Window sign" means a sign affixed to a window for advertising purposes.

**Section 2.SMC Section 22.06.030 Amended.** Ordinance No. 806-03 § 1 (part) and SMC Section 22.06.030, *Sign classifications and permitted signs*, are hereby amended to read as follows:

**22.06.030 Sign classifications and permitted signs.**

A. Exempt Signs. The following types of signs and devices shall be exempt from the permit requirements of this chapter; provided, that all applicable standards or conditions are met:

1. Political signs; provided, that such of these signs that relate to a particular election shall be removed no later than 10 days after the election to which the signs pertain and do not exceed 32 square feet in area.

~~2. Those signs identified as exempt in the definition of "sign," which are as follows:~~

~~a. Flags, pennants or insignia of nations, or an organization of nations, states or cities, or fraternal, religious and civic organizations or any educational institutions except when such flags are used in connection with a commercial promotion or as an advertising device.~~

~~B3.~~ Placards, banners, pennants, merchandise, pictures or models of products or services incorporated into a window display.

~~C4.~~ Works of fine art and painted murals which in no way identify a product or business and which are not displayed in conjunction with a commercial enterprise, which enterprise may benefit or realize direct commercial gain from such display.

~~D5.~~ One nameplate per public entrance per business of no more than two square feet per face which is suspended under a canopy or mounted on the face of the building.

~~E~~6. Temporary decorations or displays clearly incidental and customary and commonly associated with national, local or religious holiday celebrations if erected entirely on private property and not displayed for a period of more than 10 days (40 days for the Christmas/New Year holiday) coinciding with that holiday; provided, however, there shall be no flashing lights permitted in commercial areas.

~~F~~7. Signs not visible beyond the boundaries of the lot or parcel upon which they are located or from any public thoroughfare or right-of-way.

~~G~~8. Traffic and other official signs of any public or governmental agency.

~~H~~9. Commemorative plaques and historical site or structure signs.

~~I~~10. Billboards signs located on the outfield fence of the Mariner's Field located at the Sultan High School.

~~J~~11. Special event signs; provided, that all of the following conditions are met:

~~i~~a. The promoter of the event or grand opening shall have met with the city to obtain approval for the proposed sign(s) to ensure they fall within the definition of a special event sign.

~~ii~~b. No such sign shall include moving parts or flashing lights.

~~iii~~c. No such sign shall create a hazard.

~~iv~~d. No such sign shall be erected or displayed more than 30 days before the special event or grand opening it announces or 14 days thereafter.

~~v~~e. All such signs shall be removed within 14 days following the conclusion of the special event or grand opening.

~~K~~12. Temporary, nonilluminated real estate signs, limited to one in all residential zones, and not exceeding six feet in area per sign face.

~~L~~13. Temporary, nonilluminated construction signs, limited to one sign in residential areas, not exceeding 32 square feet in area per face; and two signs in commercial and industrial zoning district, not exceeding 32 square feet in area per face per street frontage.

~~M~~14. Real estate directional signs in all zoning districts not exceeding six square feet in area per face or four feet in height.

15. Gateway signs, provided that all of the following conditions are met:

- a. All messages are compliant with design standards and policies regarding content and length of display as established by the Planning Department;
- b. All fees for such sign have been paid as set forth in the City of Sultan latest adopted fee schedule;
- c. No such sign shall include moving parts or flashing lights;
- d. No such sign shall create a safety hazard.

16. Any other signs expressing constitutionally protected forms of free speech.

B. Prohibited Signs. It is unlawful to erect or maintain:

1. Abandoned signs.
2. Signs which interfere with the view of traffic signs, signals or devices and approaching or merging traffic.
3. Animated signs. No sign shall be animated, revolve or rotate either mechanically or by illumination, except the movement of the hands of a clock, electronic message displays, and barber poles.
4. Signs which are significantly distracting to vehicle operators, such as those containing flashing, moving or intermittent lights, or signs with a concentrated light source or reflecting frames or surface(s) of such intensity or glare that it may create a safety hazard to motorists or pedestrians.
5. Signs erected, maintained, or painted upon trees, rocks, or other natural features.
6. Signs which are structurally unsafe, or improperly maintained or otherwise in violation of the Uniform Building Code, other city ordinances, and state codes.
7. Private signs on utility poles as prohibited by RCW 70.54.100.
8. Pinwheels, twirlers, propellers, and flashing or blinking lights; flares.
9. Portable temporary signs of the following types:

- a. Signs posted or displayed upon a movable chassis or support, with or without wheels.
- b. Posters outside of the business establishment.
- c. Signs mounted upon vehicles as specified in SMC 22.06.020(48) of the definition for portable signs, of a commercial nature.
- d. Searchlights.
- e. Inflatable signs and balloons over 12-inch in diameter, and similar devices of a carnival nature.
- f. Billboards.
- g. Signs which by reason of their size, location, movement, content, shape, coloring or manner of illumination obscure, imitate, or may be confused with lawfully posted governmental signs such as traffic control signs, signals, or devices.

11. Signs in dilapidated or hazardous condition.

12. Roof signs.

**C. Permitted Signs.**

1. Signs in the residential districts (low/moderate density (LMD), moderate density (MD), and high density (HD)) may include and shall be limited to the following:

- a. No off-premises signs are permitted except for real estate directional signs in conjunction with subsection (C)(1)(b) of this section.
- b. Real estate signs shall be limited to one per street frontage not exceeding six square feet in area per face or four feet in height.
- c. One identification sign per multifamily dwelling, manufactured home park, and subdivision, not exceeding 25 square feet in area per face, provided it has only indirect illumination and does not exceed a height of five feet.
- d. One identification sign per public or semi-public use, provided such sign does not exceed 35 square feet in area per face or five feet in height and has only indirect illumination.

e. Conditional uses within the above zoning districts may be allowed one wall or ground sign, as part of the conditional use approval process (Chapter 21.04 SMC), providing the size of the sign does not exceed 25 square feet in area or five feet in height and has only indirect illumination.

f. Home occupation or commercial nameplate identification signs, or combination nameplate and street identification signs, not exceeding four square feet. Signs larger than four square feet shall be allowed if the owner can show burden of proof that site is unique and a larger sign is needed due to topography of property or access to site. No sign shall exceed eight square feet.

g. Internally illuminated signs are prohibited.

2. Signs in the urban center (UC) zone may include and shall be limited to the following:

a. Off-premises signs are prohibited.

b. On-premises signs shall include wall signs, marquee signs, and projecting signs only. A mansard roof sign shall be considered a wall sign in this district. Projecting signs shall be limited to one per street frontage and shall not exceed an area of 25 square feet per sign face.

c. Wall and marquee signs shall not exceed a total sign area of two square feet per lineal foot of building frontage; except that in no event shall the sign allowance for any one building be less than 60 square feet regardless of frontage.

d. Signs attached to marquees projecting over public property shall be constructed on noncombustible materials.

e. Wall signs and projecting signs shall be constructed of noncombustible materials, or wood of one-inch nominal thickness. Approved plastics may be used in the construction of electric signs.

f. One freestanding sign per business or complex may be permitted for properties with street frontage on Highway No. 2, provided the area of the sign does not exceed one square foot per lineal foot of street frontage not to exceed 150 square feet in area and not to exceed 20 feet in height.

g. Portable signs as defined in SMC 22.06.035.

h. Public directory/directional signs located in the public right-of-way, established by the city, not exceeding 25 square feet in area and eight feet in height.

3. Signs in the highway-oriented development (HOD) zone may include and shall be limited to the following:

a. Only on-premises signs are permitted, except that off-premises directional signs with a sign area of 40 square feet per face and eight feet in height, limited to four square feet of signage for each individual business or advertiser and outdoor advertising signs not exceeding 100 square feet in area per sign face and 20 feet in height are permitted.

b. Single-Tenant Building.

i. One freestanding sign with a total sign area of one square foot per lineal foot of street frontage not to exceed 100 square feet in area per sign face and 20 feet in height;

ii. A projecting sign may be used in lieu of a freestanding sign, but shall be limited to one-half of the area allowed for a freestanding sign on that frontage, and in no case shall exceed 36 square feet in area per sign face;

iii. Wall or marquee signs shall not exceed a total sign area of two square feet per lineal foot of building frontage, but at least 60 square feet of sign area shall be permitted, but each business in the complex/building shall be allowed at least 32 square feet in sign area regardless of their location or building frontage;

iv. Portable signs as stated in SMC 22.06.035.

c. Multibuilding Complexes or Multitenant Buildings.

i. One freestanding sign with a total sign area of one and one-half square feet of sign area per one foot of street frontage not to exceed 150 square feet in area per sign face and 20 feet in height;

ii. There shall be not more than one freestanding or projecting sign per street frontage, except that if a complex has more than 300 lineal feet of street frontage, they shall be allowed one additional freestanding sign, not to exceed 100 square feet in area per sign face and 20 feet in height. The signs must be located at least 150 feet apart;

iii. A projecting sign may be used in lieu of a freestanding sign, but shall be limited to one-half the area allowed for the freestanding sign on that frontage, and in no case shall exceed 36 square feet in area per sign face. A projecting

sign and a freestanding sign shall not be permitted along the same street frontage;

iv. The total allowable sign area for wall and marquee signs shall not exceed three square feet per lineal foot of building frontage, but each business shall be allowed at least 60 square feet regardless of the length of the building frontage;

v. Changing message center signs or other similar electrically or electronically controlled sign with advertising are allowed;

vi. Portable signs as stated in SMC 22.06.035.

4. Signs in the economic development (ED) zone may include and shall be limited to the following:

a. Only on-premises signs are permitted except that off-premises directional signs with a sign area of 40 square feet per face and eight feet in height and limited to four square feet of signage for each individual business or advertiser and outdoor advertising signs with a sign area of 100 square feet per side are permitted.

b. One freestanding sign shall be permitted with a maximum sign area of one square foot for each one foot of street frontage, not to exceed 50 square feet in area per sign face and 20 feet in height.

c. One wall sign shall also be permitted, in addition to a freestanding sign, with a maximum sign area of one square foot for each one foot of building frontage, not to exceed 50 square feet in area. In lieu of a freestanding sign, one additional wall sign is permitted not to exceed 50 square feet in area.

d. Portable signs as stated in SMC 22.06.035.

5. Notwithstanding anything to the contrary in this chapter, gateway signs are permitted in all zones and/or in the public right-of-way.

**Section 3. Corrections by the City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections of this ordinance, including the correction of clerical errors; reference to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 4. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation and the same shall remain in full force and effect.

**Section 5. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY OF SULTAN

\_\_\_\_\_  
Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Laura Koenig, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy S. Mill, City Attorney

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

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**ITEM NO:** A 2  
**DATE:** July 9, 2015  
**SUBJECT:** Social Media Policy Adoption  
**CONTACT PERSON:** Ken Walker – City Administrator

**ISSUE:**

There are various tools to share information and communicate with the public, stakeholders, partners and the media. Social media platforms offer a way to deliver public information and customer service to constituents. The addition of social media tools gives citizens another means to interact with their government. These tools are widely used by many residents of Sultan, providing an effective alternative for information. To be able to utilize these tools, Sultan must adopt clear policies and procedures for the creation, use and maintenance of social media.

**STAFF RECOMMENDATION:**

Staff recommends the adoption of the Administrative Policy and Procedure: Social Media Policy as attached.

**BACKGROUND:**

Staff is aware of the popularity of Facebook and other social media platforms and the wide use of these sites by residents of Sultan. Currently, the City of Sultan has not used these platforms to disseminate information. While it would be inappropriate for the City of Sultan, its elected officials and employees, to participate in existing social media web sites outside of city regulation, it is felt that it would be appropriate to create sites in these platforms to inform residents. The City of Sultan is covered by numerous laws, rules, and regulations pertaining to records management and public access to records. These requirements are addressed by the attached policy in a manner that ensures compliance.

**ATTACHMENT:** Administrative Policy and Procedure: Social Media Policy.



# City of Sultan

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## ADMINISTRATIVE POLICY AND PROCEDURE SOCIAL MEDIA POLICY

### OVERVIEW

The City of Sultan uses various tools to share information and communicate with the public, stakeholders, partners and the media. Social media platforms offer a way to deliver public information and customer service to constituents. The addition of social media tools gives citizens another means to interact with their government. The City encourages the use of social media to further the goals of the City and the missions of its departments when appropriate.

#### 1. PURPOSE

This policy establishes guidelines for the use of social media in the performance of City business. It also provides guidelines for conduct by City employees who use social media to engage with customers on behalf of the City. This policy is not intended to address employee's personal use of social media sites; refer to the Technology Resource Usage Policy.

#### 2. ORGANIZATIONS AFFECTED

This policy applies to all users of City of Sultan communications and computing resources, including regular employees, temporary employees, elected officials, volunteers, contractors, and all others who use these resources on the City's behalf.

#### 3. REFERENCES

RCW 42.56 – Public Records Act

#### 4. DEFINITIONS

- 4.1 **Chief Social Media Coordinator.** A City of Sultan employee who has been designated to oversee the City's social media program and who has been designated to establish and/or maintain a social media accounts on behalf of the City.
- 4.2 **Employee.** Elected officials and personnel appointed to a position (regular or volunteer) of service with the City.
- 4.3 **Employer.** The City of Sultan.

- 4.4 **Public Record.** Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics (RCW 42.56.010(2)).
- 4.5 **Social Media / Web 2.0.** Internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing. Examples include, but are not limited to: forums; weblogs; wikis; social networking, communication, bookmarking sites; podcasts; photo or video sharing sites; and real-time web communication sites/systems.
- 4.6 **Social Media Advisory Committee.** A collaborative staff advisory committee which reviews requests for and changes to official City social media sites.
- 4.7 **Social Media Representative.** An employee designated by the Department Directors to provide department information for the social media sites.

## 5. RESPONSIBILITIES

- 5.1 It is the responsibility of the Chief Social Media Coordinator to coordinate the activities of Social Media Representatives and to oversee the City's social media program generally.
- 5.2 It is the responsibility of Social Media Representatives to read and adhere to relevant policies, to maintain current, accurate information via City social media platforms, and to ensure that the City is being appropriately represented.
- 5.3 It is the Responsibility of the Social Media Advisory Committee to consider requests for social media accounts, to review Terms of Service agreements, to consider changes to City social media uses, and to provide support and monitor usage of social media sites.
- 5.4 It is the responsibility of Department Directors or designees to enforce this policy, to ensure that relevant City standards are met, and to ensure that the use of social media platforms meets the City's business needs. It is also the responsibility of Department Directors or designees to review and make decisions regarding the approval and distribution of information on social media platforms.
- 5.5 It is the responsibility of the Sultan City Clerk to grant access to technology resources to appropriate staff, to maintain a list of active social media sites, logins and passwords, and to provide support, monitor usage, and report inappropriate use of technology.
- 5.6 It is the responsibility of Department Directors to integrate the policy into new employee training, orientation, and ongoing training of City work rules and policies.

## 6. STATEMENTS OF POLICY AND PROCEDURE

### 6.1 General

- 6.1.1 Social media platforms must comply with applicable federal, state and county laws, regulations and policies. This includes adherence to established laws and policies regarding

copyright, public records, records retention, First Amendment rights, privacy laws, and security and conduct policies established by the City of Sultan.

**6.1.2** The best, most appropriate uses of social media platforms for the City of Sultan fall into two general categories: as channels for disseminating time-sensitive information as quickly as possible (i.e., emergency information); and as marketing or promotional channels which increase the City's ability to deliver its messages to the widest possible audience.

## **6.2 Administration of City of Sultan Social Media Accounts.**

**6.2.1 Social Media Advisory Committee.** There is hereby created a Social Media Advisory Committee. The City Council will appoint members to the Social Media Advisory Committee.

- a. The committee shall have not fewer than three members nor more than five members.
- b. The committee shall have at least one Sultan City Council member.
- c. The committee should include at least one staff member. In order to maintain compliance with public records laws, the committee should include the City Clerk who is responsible for information services, risk management, public records, and public affairs/communications.
- d. The committee shall meet at least semi-annually, and whenever a request is submitted for the creation of a new social media site. In order to expedite requests for new user accounts or minor changes to social media sites, the committee may consider and approve these requests via email or phone, without holding a regular meeting.

### **6.2.2 Designation of Chief Social Media Coordinator and Social Media Representative.**

- a. The City Administrator shall appoint an employee as the Chief Social Media Coordinator for the City. As such, he/she is responsible for coordinating the activities of Social Media Representatives and overseeing the social media program generally.
- b. Each Department Director will designate a Social Media Representative for the department, who is responsible for providing and updating content and information posted on the social media site(s). Social Media Representatives may also serve on the Social Media Advisory Committee.

**6.2.3 Request for Creation of Social Media Site.** All requests for official City of Sultan social media sites are subject to review and approval by the Social Media Advisory Committee. To request a new social media site, submit the Social Media Site Approval Form (Appendix C) to the Social Media Advisory Committee.

**6.2.4 Terms of Service.** Typically, a Terms of Service (TOS) agreement is associated with the use of third-party social media tools. Each social media site usually requires users to accept a TOS agreement specific to that site.

- a. In order to avoid violations, the Social Media Advisory Committee will review the most current TOS prior to implementing any social media site. The Committee may ask the City Attorney to review the TOS as well.
- b. The Social Media Advisory Committee will review significant amendments made to the TOS for any sites currently used by the City, to determine whether these amendments contradict City policy.
- c. If the TOS appears to contradict City policy, the Social Media Advisory Committee will notify the City Administrator or designee, who will determine whether the use of such media is appropriate.

**6.2.5 Access, User Names, and Passwords.** Requests for site or account changes (including, but not limited to adding or removing sites, creating new user accounts, and changing permissions) must be submitted using the Social Media Approval form (Appendix C).

- a. Each staff member authorized to access and update a social media site must have a unique user account. Multiple staff members will share a generic login, and staff members may not share their login or passwords with other staff members, volunteers, or others who update the site.
- b. Each social media user account will be set up in conjunction with an official City e-mail account for the purposes of privacy, security and records retention.
- c. The Chief Social Media Coordinator will maintain a list of all City social media sites, logins and passwords. As needed, they may create administrative user accounts to enable the City to change account settings and to immediately add, edit or remove content from social media sites.

### **6.3 Site Maintenance, Format and Content**

**6.3.1 Official Website:** The City of Sultan's official website ([www.ci.sultan.wa.us](http://www.ci.sultan.wa.us)) will remain the City's primary and predominant internet presence.

- a. All social media sites will include a link to the City's official website.
- b. All information/content provided via City social media platforms should also be available on the City's official website or in another readily available format. (See also Section 6.5).
- c. Wherever possible, content or messages posted to City of Sultan social media sites should include links directing users back to the City's official website for more information, forms, documents, or services.

**6.3.2 Language.** Content provided on City communications should avoid the use of abbreviations, jargon, acronyms or slang iterations. Although social media sites are often more casual than other communication tools, they still represent the City and should maintain a professional image.

- 6.3.3 Site Standards & Templates.** For consistency and ease of use, social media sites will use approved names, official titles, and the official City logo in the header/main page whenever possible. The Social Media Advisory Committee may develop standards for specific social media sites (see Attachments 1) to offer guidance on appropriate uses, content, templates, and issues related to specific social media tools.
- 6.3.4 Equal Access:** Sites requiring membership or subscription to view content should be avoided. Site settings should be as open as possible to allow the public to view content without requiring membership or login. When posting information on a site that requires membership or subscription, the City will provide an alternate source for the information so those who are not members may have equal access.
- 6.3.5 Updates and Maintenance.** A social media platform, like any communication resource, must be updated regularly to ensure the information provided is current, accurate, and useful. Social Media Representatives are responsible for maintaining social media sites by viewing and updating them as necessary and appropriate. As a general rule of thumb, social media content should be updated at least once per week.
- 6.3.6 Commenting and Discussions.** Commenting and/or discussion boards available via social media sites must be disabled, unless specific permission is granted by the Social Media Advisory Committee. If commenting or discussions are enabled, the following guidelines must be followed:
- a. Social Media sites are limited public forums, moderated by City of Sultan staff to ensure content posted by outside users is appropriate. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law (see Disclaimers).
  - b. Social Media Representative(s) must immediately report inappropriate content to the Social Media Advisory Committee, which is authorized to approve removal of content prohibited by the Comment Policy Disclaimer.
  - c. Any content removed from City social media sites based on these guidelines must be retained, including the time, date, identity of the poster when available, and the name of the staff person who removed the content (see also Section 6.4).
- 6.3.7 Disclaimers.** Users of City of Sultan social media platforms shall be notified that the intended purpose of the site is to service as a mechanism for communication between City departments and members of the public.
- a. All social media sites must include a general disclaimer regarding public records, external links and advertisements (see Appendix A).
  - b. If comments or discussions are enabled on a social media site, the Comment Policy Disclaimer must be provided directly on the site or via hyperlink (see Appendix A).
- 6.4 Appropriate Use.** All City of Sultan presences on social media platforms are considered an extension of the City's information networks, and are governed by applicable City policies regarding employee conduct and technology use.

- 6.4.1 Approved Social Media Representatives are permitted to access and maintain approved City social media accounts during regular work hours and/or using City equipment.
- 6.4.2 Employees representing the City via social media platforms must conduct themselves at all times as representatives of the City of Sultan. Employees who fail to conduct themselves in an appropriate manner are subject to the disciplinary procedures outlined in applicable City of Sultan Policies and Procedures.
- a. When posting or exchanging information on the City's or another agency's social media site, employees must identify themselves by full name, title, agency, and contact information, and shall address issues only within the scope of their specific authorization.
  - b. If employees exchange information on the City's or another agency's social media site, but are not authorized to speak on behalf of the City, they must clarify that they are presenting information on their own behalf and that they do not represent the position of the City.
- 6.4.3 Participation in online discussions by elected or appointed officials may constitute a meeting under the Open Public Meetings Act. Councilmembers, Commissioners and other officials and appointed volunteers (members of the Planning Commission, Design Commission, Park Board, Civil Service Commission and/or ad hoc appointed citizen advisory committees) should, in general, not comment or otherwise communicate on the City's Social Media site(s).
- 6.5 **Public Records Act Compliance.** Any public records created through the use of social media platforms are subject to state and local public records laws and records retention requirements.
- 6.5.1 Each City-sponsored social media site must clearly indicate that any articles or other content posted or submitted for posting are subject to public disclosure laws (see Disclaimers, Appendix A).
- 6.5.2 In general, original content should not be created via social media platforms. Wherever possible, all information posted on City social media sites should be first provided on the City's official website and/or in another readily available format, such as a public notice or press release posted at City buildings and/or the newspaper. According to Washington State public records retention requirements, the City is not required to maintain secondary copies of records (see Appendix B).
- 6.5.3 Original records may be created when unique information related to City businesses is provided via social media platforms which is not provided via the City's official website or in another format, and are, therefore, subject to the Public Records Act and records retention requirements. Examples of original records that may be created through use of social media tools include, but are not limited to:
- a. Account information (user names, passwords, etc.);
  - b. Listings of social media site 'friends', 'followers', 'fans', etc.;

- c. Information posted to social media sites that was not first provided via the City's official website, press release, or other format;
- d. Comments posted by visitors/users of the City social media site; and/or comments removed from the City social media site by City staff.

**6.5.4** All social media content with public records value must be maintained for the minimum required retention period in an easily accessible format that preserves the integrity of the original record to the extent possible. Staff should refer to the most recent versions of the Washington State approved records retention schedules for applicable records retention requirements. In general, the majority of content provided by the City on social media sites must be retained for at least two years (see Appendix B). Various methods may be employed to retain public records created on social media sites. Options include:

- a. Archiving Software/Service: The City may use software or service designed to capture content from social media sites for retention and retrieval.
- b. E-mail: Updates, comments and account change notifications are sent to a City email account created for this purpose and retained as described in this section.
- c. Website Capture: Web capture tools may be used to capture snapshots of City websites in their native format, such as the Washington State Digital Archives website capturing program.
- d. PDF Format: Staff may convert social media pages to PDF format, and the PDF files saved for retention purposes. This option retains the content and formatting (look and feel) of the original web page.

## **6.6 Privacy and Security**

**6.6.1** See the City's Communication Policy for information related to privacy.

**6.6.2** Employees should not include personally identifiable information about themselves or others, such as Social Security Numbers, personal phone numbers or email addresses, or home address, via official City social media site(s).

**6.6.3** Employees may not post any content involving or related to any of the following:

- a. Items that are involved in litigation or that could be involved in future litigation;
- b. Defamatory, libelous, combative, offensive, disparaging, demeaning, or threatening materials related to any person or group; or
- c. Personal, private, sensitive or confidential information of any kind.

## Appendix A: Disclaimers

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### **General Disclaimer:** *For use on all social media sites/platforms.*

**Disclaimers:** All comments or other content posted to this site may be considered public records and be subject to public disclosure under the Washington State Public Records Act (RCW 42.56). When you select a link to an outside website, you are leaving the City of Sultan and are subject to the privacy and security policies of the owners/sponsors of that site. The City is not responsible for transmissions users receive from external websites. Reference to any specific commercial products, processes or services, or the use of any trade, firm or corporation name does not constitute endorsement or recommendation by the City of Sultan or its employees.

### **Comment/Discussion Disclaimer:** *For use when commenting or discussion is allowed.*

**Commenting:** Comments posted to this page will be monitored. Under the City of Sultan Social Media policy, the City reserves the right to remove inappropriate comments, including those that have obscene language or sexual content, threaten or defame any person or organization, violate the legal ownership interest of another party, support or oppose political candidates or ballot propositions, promote illegal activity, promote commercial services or products or are not topically related to the particular posting, or that promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.

## APPENDIX B: Records Retention Requirements

Excerpted from Local Government Common Records Retention Schedule (CORE) Version 3.1 (Dec. 2014).  
*Refer to the most recent version of the approved Records Retention Schedules for retention requirements.*

Retention and Disposition Action	Description of Records	Retention and Disposition Action	Designation
GS50-02-04 Rev. 1	<p><b>Secondary (Duplicate) Copies</b>            Copies of records (created or received), provided that the agency retains the primary record in accordance with the current approved minimum retention period.</p> <p>Includes, but is not limited to, data extracts and printouts from agency electronic information systems, provided that the:</p> <ul style="list-style-type: none"> <li>• Records within the database are retained for their minimum retention period; and,</li> <li>• Data extracts/printouts are <b>NOT</b> required to substantiate "point-in-time" evidence of business transactions.</li> </ul>	<p><b>Retain</b> until no longer needed for agency business  <i>then</i>  <b>Destroy.</b></p>	<p>NON-ARCHIVAL            NON-ESSENTIAL            OFM</p>
GS2010-001 Rev. 3	<p><b>Communications – Non-Executive</b>  <i>Internal and external communications to or from employees (includes contractors and volunteers), that are made or received in connection with the transaction of public business, and that are not covered by a more specific records series.</i></p> <p><i>Includes all communication types, regardless of format:</i></p> <ul style="list-style-type: none"> <li>• <i>Correspondence, email;</i></li> <li>• <i>Web sites/forms/pages, social networking posts and comments, etc.</i></li> </ul> <p><i>Includes, but is not limited to:</i></p> <ul style="list-style-type: none"> <li>• <i>Requests for and provision of information/advice;</i></li> <li>• <i>Agency-initiated information/advice.</i></li> </ul> <p><i>Excludes:</i></p> <ul style="list-style-type: none"> <li>• <i>Communications sent or received by support staff on behalf of the executive or governing/advisory member, which are covered elsewhere in CORE (such as GS50-01-12) and sector schedules;</i></li> <li>• <i>Governing/Executive/Advisory communications covered by DAN GS50-01-12;</i></li> <li>• <i>Public records requests covered by DAN GS2010-014;</i></li> <li>• <i>The provision of routine information covered by DAN GS50-02-01.</i></li> </ul> <p><i>Note: Information/advice published online by the agency continues to be "provided" until the date it is removed/withdrawn.</i></p>	<p><b>Retain for 2 years after communication received or provided, whichever is later then</b>  <b>Destroy.</b></p>	<p>NON-ARCHIVAL            NON-ESSENTIAL            OFM</p>

<p>GS50-01-12 Rev. 3</p>	<p><b>Communications – Governing/Executive/Advisory</b>  <b>Internal and external communications to, from, and/or on behalf of the agency’s governing bodies, elected official(s)/executive management, and advisory bodies, that are made or received in connection with the transaction of public business, and that are not covered by a more specific records series.</b>  <b>Includes all communication types, regardless of format:</b></p> <ul style="list-style-type: none"> <li>• <b>Correspondence, email;</b></li> <li>• <b>Web sites/forms/pages, social networking posts and comments, etc.</b></li> </ul> <p><b>Includes, but is not limited to:</b></p> <ul style="list-style-type: none"> <li>• <b>Agency-initiated information/advice;</b></li> <li>• <b>Communications sent or received by support staff (administrative assistants, communications staff, etc.) on behalf of the executive or governing/advisory member;</b></li> <li>• <b>Requests for and provision of information/advice.</b></li> </ul> <p><b>Excludes:</b></p> <ul style="list-style-type: none"> <li>• <b>Non-executive communications covered by DAN GS2010-001;</b></li> <li>• <b>Public records requests covered by DAN GS2010-014;</b></li> <li>• <b>The provision of routine information covered by DAN GS50-02-01.</b></li> </ul> <p><b>Note: Information/advice published online by the agency continues to be “provided” until the date it is removed/withdrawn.</b></p>	<p><b>Retain for 2 years after communication received or provided, whichever is later then</b>  <b>Transfer to Washington State Archives for appraisal and selective retention.</b></p>	<p>ARCHIVAL (Appraisal Required) NON-ESSENTIAL OFM</p>
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**APPENDIX C: Social Media Approval Form**

**SOCIAL MEDIA APPROVAL FORM**

- Request:**
- Request for NEW social media site/page
  - Change to existing social media site/page
  - Update Social Media Representative(s)  
(New user account, update to user account)

**Site Name:** \_\_\_\_\_  
**Site URL:** \_\_\_\_\_  
*Does the site allow*  Yes\*  No  
*comments/discussion* **\*disclaimer required.**

**Social Media Representative(s)** *(Staff authorized to update and maintain the site.)*

***Social Media Representative Acknowledgement***

I acknowledge, that I have received, read, and understand the City's policy covering Social Media. I agree to comply with this policy and understand that failure to do so could result in disciplinary action, up to and including termination. I further understand that if I have questions regarding this policy, I should discuss those questions with my supervisor, department director, or the Human Resources Manager.

<i>Staff Name</i>	<i>Signature</i>	<i>User Name/Login</i>	<i>Password</i>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**Department Director / Supervisor Approval**

I authorize the staff member(s) listed above to act as Social Media Representative(s) for the site listed above.

In addition, please consider the following requests for special permissions or account settings:

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

*Submit completed form to the Chief Social Media Coordinator for review by the Social Media Advisory Committee.*

**Social Media Advisory Committee Approval**

Date Request Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Approved:  Yes  
 No

Comments:

**FOR NEW SITES ONLY:**

**City Administrator or Designee Approval:** I authorized the creation of the social media site listed above, to be maintained by the designated Social Media Representative(s).

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**New Site Prelaunch Checklist:**

- Terms of Service (site agreement) reviewed by Social Media Advisory Committee and City Attorney, if needed.
- General Disclaimer and, if applicable, Commenting Disclaimer, provided on social media site (posted or linked).
- Link to the social media site placed on the official City website, and vice versa
- New site and/or user information provided to Chief Social Media Coordinator or Office of Information Services.

**Attachment 1: City of Sultan – Facebook Standards**

**Purpose**

Facebook is a popular social networking site that many individuals, businesses and government agencies use to promote activities, programs, projects and events. This standard offers guidance to City departments on using Facebook to provide information to a wider audience. Employees should use these standards in conjunction with the City’s Technology Resource Usage Policy, Social Media Policy, and other applicable policies. As Facebook changes, these standards may be updated as needed.

## **Establishing a Page**

When a department determines it has a business need for a Facebook account, it will submit a request to the Social Media Advisory Committee. Once approved, the Chief Social Media Coordinator and/or members of the Committee will help set up the boilerplate business page for the department.

## **Page Administration & Setup**

1. **User Accounts:** The Social Media Advisory Committee authorizes new user accounts and sets permissions for site users.
2. **Page Type:** The City will be presented by Facebook “pages”, not “groups”. Facebook “pages” offer distinct advantages, including greater visibility, customization, and measurability. For the page “type”, choose “Government”.
3. **Page Template/Boilerplate:**
  - a. **Image:** The City’s Facebook page image will consist of a picture and/or the City’s logo.
  - b. **Page Name:** The name selected for City Facebook pages should be descriptive of the department.
  - c. **Disclaimers:** The page must include appropriate disclaimers; either posted to the main page or via a hyperlink (refer to the Social Media Policy for disclaimer language).
  - d. **Link to the City:** A link to the City’s official website ([www.ci.sultan.wa.us](http://www.ci.sultan.wa.us)) must be included on the ‘Info’ page. If multiple official City Facebook pages are created, all City department and project pages should be page ‘favorites’ of other City Facebook pages.
4. **Comments and Discussion Boards:** Discussion Boards should be disabled on City Facebook pages. Currently, commenting cannot be entirely disabled on Facebook pages. See the Social Media Policy for more information on commenting and removal of inappropriate comments.
5. **Facebook Applications:** Thousands of Facebook applications are available, including those that allow users to share video, music, and photos, or to view and subscribe to RSS feeds. While applications may be useful, they can cause clutter and security risks. An application should only be used if it serves a business purpose; adds to the user experience; comes from a trusted source; and has been approved by the Social Media Advisory Committee. A Facebook application may be removed at any time if there is a significant reason to think it is causing a security breach or spreading viruses.

## **Content & Style**

1. City Facebook pages are used as an additional outlet to deliver public information to constituents. Various types of information may be provided, such as: public notices, press releases and legal notifications; upcoming City events and meetings; public safety alerts and emergency notifications.
2. Staff will use proper grammar and style, avoiding jargon and abbreviations. Facebook is more casual than most other communication tools, but still represents the City and should maintain a professional image.

## **Page Administrators**

1. The department Social Media Representative is responsible for updating and monitoring the Facebook page. The department will designate a back-up administrator to monitor and update the page in the Social Media Representative's absence.
2. A successful page requires "babysitting". Social Media Representatives are responsible for making sure content is not stale. In general, the site should be updated at least once a week.

### **Records Management**

1. **Primary Record Copy:** In general, original content should not be created via social media platforms.
2. Any original content created via a City Facebook page must be managed according to the Public Records Act and State Records Retention policies. See the Social Media Policy, Section 6.5.
  - a. Each Facebook page will be set up in conjunction with an official City e-mail account, which will archive any content and updates that are sent via email.
  - b. The City may use software or a service to capture content from City Facebook pages for records retention purposes.
  - c. Content that must be retained as a record, but that cannot be retrieved from Facebook via other means, must be retained in paper or electronic (PDF) format and managed appropriately.

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A-3  
**DATE:** July 9, 2015  
**SUBJECT:** Timber Ridge Plat Repair Bid Award & Contract Approval  
**CONTACT PERSON:** Mick Matheson, P.E. – Public Works Director 

**ISSUE:**

The issue before the Council is to award the base bid plus a five percent contingency for the Timber Ridge Plat Repair project to Carman's Construction LLC; and to authorize the Mayor to sign a contract with Carman's Construction LLC not to exceed \$216,000 without prior written authorization from City Council.

**ALTERNATIVES:**

1. Award the base bid plus a five percent contingency for the Timber Ridge Plat Repair project to Carman's Construction LLC; and authorize the Mayor sign a contract with Carman's Construction LLC for an amount not to exceed \$216,000.
2. Do not award the base bid to Carman's Construction LLC for the Timber Ridge Plat Repair project and direct staff to areas of concern.

**STAFF RECOMMENDATION:**

1. Award the base bid plus a five percent contingency for the Timber Ridge Plat Repair project to Carman's Construction LLC and authorize the Mayor to sign a contract with Carman's Construction LLC for an amount not to exceed \$216,000.

**SUMMARY:**

The City retained LPD Engineering (civil engineer) and Robinson Noble (geotechnical engineer) to prepare plans and specifications to repair the damage to the roadway and drainage system at the east end of 141st Street SE in the Timber Ridge development. Marc Servizi with LPD and Rick Powell with Robinson Noble have been working with the City since 2011 to study and address issues related to the Timber Ridge subdivision.

The plans and specifications were completed in April 2015 and the City advertised the project for bid in the Everett Herald on June 4 and June 11, 2015. The public bid opening was held at Sultan City Hall on June 30, 2015. The City received **six** bids.

<b>Contractor</b>	<b>Total Bid</b>
Carman's Construction LLC	\$205,827.36
US Vet, LLC	\$210,152.40
Agostino Construction, Inc.	\$214,904.00
SRV Construction, Inc.	\$264,657.50
Ponderosa Pacific	\$279,180.00
Road Construction Northwest, Inc.	\$322,556.00

The lowest responsive, responsible bidder is Carman's Construction LLC.

**FISCAL IMPACT:**

The contract amount will be covered by the Timber Ridge maintenance bond proceeds of which \$272,890 are remaining.

**RECOMMENDED ACTION:**

Award the base bid plus a five percent contingency for the Timber Ridge Plat Repair project to Carman's Construction LLC and authorize the Mayor sign a contract with Carman's Construction LLC for an amount not to exceed \$216,000 without prior written authorization from the City Council.

**ATTACHMENTS**

A - Timber Ridge Plat Repair Contract

Timber Ridge Plat Repair Project

CITY OF SULTAN  
STANDARD PUBLIC WORKS CONTRACT

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and \_\_\_\_\_, (hereinafter referred to as "Contractor"), doing business at \_\_\_\_\_

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 the Timber Ridge Plat Repair Project, and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
  - Plans and Contract Drawings
  - Scope of Work
  - WSDOT Standard Specifications and Amendments
  - Special Provisions
  - Bid Documents
  - Bid Proposals
  - Addenda (if any)
  - Performance and Bid Bond
  - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.
  
2. **Payment.** Payment for the above work shall not exceed \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
  
3. **General Administration.** The Contract Administrator, the Public Works Director of the City of Sultan, shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

## Timber Ridge Plat Repair Project

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 uninterrupted thereafter with such force as to secure its completion within 45 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

8. **Bonds / Surety.** The Contractor shall provide a performance bond in an amount of their bid amount. The bond must be accepted by the City prior to the execution of the contract. The bond shall be released thirty (30) 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.

RCW 60.28.011 requires the City to withhold 5% from the moneys earned by the contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.

## Timber Ridge Plat Repair Project

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

## Timber Ridge Plat Repair Project

accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

15. **Insurance.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or a substitute form providing equivalent liability coverage. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- C. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

## Timber Ridge Plat Repair Project

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  - D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
  - E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
  - F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.
19. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
20. **Prevailing Wage.** N/A
21. **Termination.** This contract shall terminate upon satisfactory completion of the work

## Timber Ridge Plat Repair Project

described in the Contract Provisions and final payment by the City. Additionally, the City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

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

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

Timber Ridge Plat Repair Project

enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

27. MBE and Section 3 Subcontractors. N/A

Severability. Any provision or part of this Agreement held to be void or unenforceable Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

CITY OF SULTAN

CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Taxpayer ID #: \_\_\_\_\_

CITY CONTACT

CONTRACTOR CONTACT

City of Sultan \_\_\_\_\_  
PO BOX 1199 \_\_\_\_\_  
Sultan, WA 98294 \_\_\_\_\_  
Phone: 360-793-2231 \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: 360-793-3344 \_\_\_\_\_ Fax: \_\_\_\_\_

ATTEST/AUTHENTICATED

By: \_\_\_\_\_  
City Clerk

**Timber Ridge Plat Repair Project**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney

Timber Ridge Plat Repair Project

**BID PROPOSAL**  
For Timber Ridge Plat Repair Project

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.

**TOTAL BASE BID \$** \_\_\_\_\_

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: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

**SULTAN PLANNING BOARD  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** Action A 4  
**DATE:** July 9, 2015  
**SUBJECT:** Ordinance 1218-15 Amend SMC 16.12.050 HOD  
**CONTACT PERSON:** Ken Walker, City Administrator

**ISSUE:**

The issue before the Council is to introduce Ordinance 1218-15, proposed amendments to SMC 16.12.050 to allow agricultural produce stands as a temporary use without the requirement to be part of a planned retail center. A public hearing was held during the council meeting.

**DISCUSSION:**

The Council was approached by Stockings Produce to allow the placement of a temporary agricultural produce stand on property located on the east side of the city in the Highway Oriented Development Zone (HOD).

The current language in SMC 16.12.050(B)(3)(aa) and .50(d)(1) allow as a permitted use:

*Agricultural produce stands (temporary use) as part of planned retail center*

The City attorney has advised the city can amend the code to delete the condition “as part of a planned retail center”. The amendment does not need prior review or approval of the Planning Board but does require a public hearing. The proposed permanent changes to development regulations must be submitted to the Department of Commerce in accordance with RCW 36-70A3106(3)(a) as part of the adoption process.

**ACTION:**

Action to consider introduction of Ordinance 1218-15, proposed amendments to SMC 16.12.050 to allow agricultural produce stands as a temporary use without the requirement to be part of a planned retail center.

**ATTACHMENTS:** A. Ordinance 1218-15 – SMC 16.12.050 HOD Zones

**CITY OF SULTAN  
WASHINGTON  
ORDINANCE NO. 1218-15**

**AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, AMENDING  
SULTAN MUNICIPAL CODE SECTION 16.12.050, ALLOWED USES IN  
HIGHWAY ORIENTED DEVELOPMENT ZONES ; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, The current Code 16.12.050 lists temporary agricultural produce stands as a part of planned retail centers; and

**WHEREAS**, the City Council feels that this is an unnecessary limitation on a business service that is important to the citizens of Sultan: and

**WHEREAS**, the City Council wants to encourage economic development and remove unnecessary restrictions

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

**Section 1.** Sultan Municipal Code (SMC) 16.12.050 is hereby amended to read as follows:

**16.12.050 Highway-oriented development (HOD) zone.**

A. General Description of Character and Intent of the Zone. This zone includes areas that have the potential to accommodate moderate to dense highway-oriented development along Route 2. Commercial and office uses as part of a planned retail center are envisioned for this zoning district.

B. Permitted Uses.

1. Residential.

a. Caretaker residences.

2. Hotels and Guest Houses. Any building used or intended to be used, rented, or hired out to be occupied for sleeping purposes by guests.

a. Apartment hotels;

b. Hotels;

c. Motels;

d. Bed and breakfast inns;

e. Guest houses.

3. Retail Trade Establishments/Wholesale Trade Establishments. Establishments primarily engaged in providing finished products to individuals and retailers.

a. Pawnshops;

b. Bakeries;

c. Apparel and accessories shops;

d. Florists and plant nurseries;

e. Gift shops;

f. Book and stationery stores;

g. Electrical and electronic products shops;

h. Furniture stores;

i. Handicraft, craft, and artisan shops;

j. Home building supply stores;

k. Grocery stores/supermarkets;

l. Household items stores;

m. Office furnishings and equipment stores;

- n. Photographic equipment/camera shops;
- o. Sporting goods stores;
- p. Automobile service stations;
- q. Car washes;
- r. Automobile sales and services;
- s. Automobile rental agencies;
- t. Shopping centers;
- u. Retail food establishments;
- v. Pharmacies;
- w. Bars/taverns/cocktail lounges;
- x. Flea markets;
- y. Theaters/museums/art galleries;
- z. Public transit terminals;
- aa. Agricultural produce stands temporary use ~~as part of planned retail center~~;
- bb. Video rentals and sales.

4. Personal Service Establishments. Establishments primarily engaged in providing services to individuals.

- a. Barber shops;
- b. Beauty salons;
- c. Health clubs;
- d. Private clubs;
- e. Funeral homes/mortuaries;
- f. Shoe repair shops;
- g. Opticians;
- h. Automobile fuel dispensing and repair and servicing conducted inside a building;

- i. Laundromats/laundry and dry cleaning establishments;
- j. Day care centers;
- k. Veterinarians/animal kennels and shelters;
- l. Banks;
- m. Tattoo parlors, when properly certified and licensed by the state of Washington.

5. Business and Professional Offices. Establishments primarily engaged in rendering services to businesses or private individuals on a contract or fee basis.

- a. Advertising agencies;
- b. Accounting services;
- c. Legal services;
- d. Finance, insurance, and real estate services;
- e. Health care facilities/doctors' and dentists' offices;
- f. Employment services;
- g. Travel agencies;
- h. Professional consultants;
- i. Off-set printing and publishing/photocopying/photo processing services.

6. Government Services, Public Utilities, and Quasi-Public Facilities. Government agencies and entities that provide administrative and related services to the community.

- a. Libraries;
- b. Government offices;
- c. Post offices;
- d. Public safety (police/fire) stations.

7. Recreational and Entertainment Facilities. Active or passive recreational areas or establishments engaged in providing amusement or entertainment services.

- a. Ball parks;
- b. Urban parks;
- c. Night clubs combined with a bar or restaurant, etc.;
- d. Game/video arcades.

8. Miscellaneous Associated Facilities.

- a. Recreational vehicle parks;
- b. *Repealed by Ord. 1142-12.*

9. Manufacturing.

- a. Food processing in conjunction with retail sales of food/beverage products.

C. Conditional Uses.

1. Manufacturing Uses.

- a. Freezer plants/cold storage/food mills/fertilizer production and storage;
- b. Apparel/finished products;
- c. Building construction yards;
- d. Electrical/electronics;
- e. Metal products;
- f. Computer equipment;
- g. Leather products;
- h. Adult entertainment.

2. Lift stations/wells/pumps.

3. Substations.

4. Houses of worship.

5. Transmission lines.

6. Seasonal parking facility.

D. Temporary Uses.

1. ~~Agricultural produce stands as part of a planned retail center.~~

2. Accessory Uses.

a. Caretaker residences;

b. Parking structures.

E. All of the above uses shall be permitted in the HOD zone; provided, that all of the standards for each use, as specified in the following table of dimensional and density requirements, and those performance standards that apply to the proposed development have been observed. The performance standards that could apply include those found in the following list:

1. Residential performance standards (including subdivision regulations);

2. Nonresidential performance standards;

3. Off-street parking and loading standards;

4. Sign standards;

5. Hillside and geologically hazardous development standards;

6. Recreational and open space standards;
7. Streams and wetlands standards;
8. Landscape standards;
9. Stormwater management standards;
10. Shoreline management standards;
11. Vegetation protection standards;
12. Floodplain protection standards;
13. Wellfield/groundwater protection standards;
14. Fish and wildlife areas protection standards;
15. Industrial park master plan.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY OF SULTAN

\_\_\_\_\_  
Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Laura Koenig, City Clerk

Approved as to form:

\_\_\_\_\_  
Amy Mill, City Attorney

Date of Publication:

Effective Date:

**Highway-Oriented Development (HOD) Zone  
Table of Dimensional and Density Requirements**

Uses Permitted	Minimum Lot Dimensions				Minimum Yard Setbacks				Max. Lot Coverage (%)
	Maximum Units/Acre	Area	Width (ft)	Depth (ft)	Front	Each Side	Rear	Max. Bldg. Hgt. (ft)	
Caretaker Residence	-	4,500 sq. ft.	50	90	25	10	25	30	25
Guest Houses	12 rooms	0.5 acres	100	100	25	10	25	30	35
Hotels/Apartment Hotels	30 rooms	0.5 acres	100	100	25	10	25	30	35
Motels	30 rooms	1 acre	100	200	25	10	25	30	25
Bed and Breakfast Inns/Guest Houses	16 rooms	0.5 acres	100	100	25	25	25	30	25
Retail Trade Establishments <sup>1</sup>	-	10,000 sq. ft.	70	80	25	10	25	30	25 <sup>6</sup>
Agricultural Produce Stands/Plant Nurseries <sup>5</sup>	-	10,000 sq. ft.	70	80	25	10	10	30	50
Home Building Supply Stores	-	1 acre	100	200	50	25	50	30	35 <sup>6</sup>

Flea Markets <sup>3</sup>	-	1 acre	100	200	25	25	25	25	30	25
New and Used Car Sales and Service Facilities	-	1 acre	100	200	25	25	25	25	30	25 <sup>6</sup>
Automobile Service Stations/Car Washes	-	0.5 acres	100	100	25	25	25	25	30	25
Automobile Rental Agencies	-	10,000 sq. ft.	70	80	25	10	25	25	30	20
Shopping Centers	-	2 acres	200	300	25	25	50	30	25 <sup>6</sup>	
Wholesale/Storage/Distribution Facilities	-	1 acre	100	200	25	25	25	30	40 <sup>6</sup>	
Personal Services Establishments <sup>1</sup>	-	10,000 sq. ft.	70	80	10	10	25	30	35 <sup>6</sup>	
Veterinarians/Animal Kennels and Shelters	-	0.5 acres	100	100	25	25	50	30	40	
Public Transit Terminal Facilities	-	2 acres	200	200	50	25	50	30	20	
Parking Structures <sup>1</sup>	-	0.5 acres	100	100	10	10	10	30	60	
Automobile Repair and Service Facilities	-	0.5 acres	100	100	25	25	50	30	25	
Business/Professional Services Establishments <sup>1</sup>	-	10,000 sq. ft.	70	80	10	10	25	30	35 <sup>6</sup>	
Libraries	-	0.5 acres	100	100	25	20	25	30	40 <sup>6</sup>	

Government Offices	-	10,000 sq. ft.	70	80	10	10	25	30	35 <sup>6</sup>
Post Offices	-	1 acre	100	200	25	20	60	30	25 <sup>9</sup>
Health Care Facilities	-	0.5 acres	100	100	25	25	25	30	25 <sup>9</sup>
Public Safety (Police/Fire) Stations	-	0.5 acres	100	100	25	25	40	30	35 <sup>6</sup>
Sewage Lift Station/Water Pump Station <sup>3</sup>	-	0.5 acres	100	100	25	30	30	30	40
Electrical Substations <sup>3</sup>	-	10,000 sq. ft.	70	80	25	15	25	30	40
Transmission Lines <sup>3</sup>	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tattoo Parlors <sup>7</sup>	-	1 acre	100	200	25	25	35	30	25
Houses of Worship <sup>3</sup>	-	1 acre	100	200	25	25	25	30	30 <sup>6</sup>
Recreation Facilities	-	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	30	10
Game/Video Arcades <sup>1</sup>	-	10,000 sq. ft.	70	80	25	25	25	30	25
Night Clubs	-	1 acre	100	200	25	30	50	30	25
Adult Entertainment Facilities <sup>3,7</sup>	-	1 acre	100	200	25	25	35	30	25

Recreational Vehicle Parks	20 vehicles	2 acres	200	200	50	25	25	30	10
Seasonal Parking Facility <sup>2</sup>	-	2,500 sq. ft.	50	50	10	5	5	N/A	N/A
Limited Food/Beverage Processing Facilities	-	1 acre	100	200	25	25	25	30	30 <sup>6</sup>
Manufacturing Uses <sup>3</sup>	-	0.5 acres	100	200	25	25	25	30	30 <sup>6</sup>

<sup>1</sup>Permitted subject to inclusion in a planned retail center. Establishments larger than 10,000 g.s.f. may be freestanding.

<sup>2</sup>Minimum dimensional requirements for recreational facilities shall be established by the building and zoning official, based on the recreation performance standards.

<sup>3</sup>Conditional use.

<sup>4</sup>Temporary use as part of a planned retail center.

<sup>5</sup>Accessory use.

<sup>6</sup>Transfer of floor area from critical areas may be applicable:

Buildable Area Calculation – Transfer of Floor Area. An owner of a site or property containing critical areas (streams and wetlands) may be permitted to transfer the available floor area attributed to the size of the critical area to the unconstrained portion of the same site or property, and reduce the parking requirements for the development by an area equal to the floor area transferred, subject to the following requirements:

- (1) The critical area and or stream corridor and required buffers be dedicated to the city as an easement.
- (2) The minimum parking requirements for the proposed single-story land use, based on maximum lot coverage and net usable lot area is provided.

<sup>7</sup>No adult entertainment facility shall be located any closer than 400 feet from the nearest right-of-way line of State Route 2, nor shall any such facility be located within 1,000 feet of any school or house of worship.



**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A - 5  
**DATE:** July 9, 2015  
**SUBJECT:** Fee Schedule Modification  
**CONTACT PERSON:** Mick Matheson, P.E., Public Works Director

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**ISSUE:**

The issue before the City Council is to modify the Fee Schedule for purchase of water for dust control, supplement of private wells, filling swimming pools and other uses and services. The proposed Fee Schedule modification will not affect City of Sultan water customers.

**STAFF RECOMMENDATION:**

Staff recommends modifying the Fee Schedule for purchase of water for dust control, supplement of private wells, filling swimming pools and other uses and services.

**SUMMARY:**

The current hot weather we are experiencing is causing a potential water shortage issue for residents who are on private wells. Historically, the City has charged \$50.00 per thousand gallons for sale of water.

The City of Everett currently charges the City of Sultan \$215.20 per thousand gallons for treated water.

The proposal is to modify the Fee Schedule to raise the price of water sold from \$50.00 per thousand gallons of water to \$236.72 per thousand gallons of water (which reflects an increase of 10 percent above what Everett charges Sultan to help cover administrative costs)

**FISCAL IMPACT:**

The proposed increase does not affect City of Sultan water customers. The increase covers the City's cost, plus an additional ten percent to help cover administrative costs.

**RECOMMENDED ACTION:**

A motion to modify the Fee Schedule for purchase of water for dust control, supplement of private wells, filling swimming pools and other uses and services to \$236.72 per thousand gallons of treated water.

**CITY COUNCIL  
AGENDA ITEM COVER SHEET**

ITEM NO: Discussion D 1

DATE: July 9, 2015

SUBJECT: Salary/Benefit Allocation to Funds

CONTACT PERSON : Laura Koenig, Clerk/Deputy Finance Director

**ISSUE:**

The issue before the Council is review the allocation of salaries and benefits to the various operating funds for the first six months of 2015.

**SUMMARY:**

As a part of the annual budget process, the Council adopted Resolution 13.06 providing for the allocation of wages and benefits to the various operating funds. The resolution requires:

1. During the annual budget process a review of staffing requirements will be completed by the Department Heads. Staff will review the current job responsibilities, the proposed work program for the next year and the adopted cost allocation plan 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 will be based on agenda items.
2. Mid-year, staff will review the work program and the amount of time each staff member is working in the departments and funds.
3. At the end of the year, a final review of work programs and actual hours worked for each fund will be completed and budget adjustments will be made if required.

Resolution 12-08 providing a Cost Allocation Plan was adopted in 2012. The Plan sets guidelines to determine direct and indirect costs for services provided by staff to the various funds. Based on time sheet submittals and the factors in the Cost Allocation Plan, staff has completed the year end review. The following is a summary of budget versus actual full time employees (FTE) for each fund for the first six months:

2015 Allocation Wages/Benefits		General Fund	STREET	CEMETERY	UTILITY WATER	UTILITY SEWER	GARBAGE	STORM WATER	BLDG MAINT	TOTAL
FUND #		001	101	103	400	401	402	406	113	FTE's
ORIGINAL - Budgeted	FTE's	5.06	1.34	0.22	5.29	4.12	3.12	1.67	0.18	21
1st Half Analysis Summary	FTE's	6.19	1.24	0.22	4.75	3.85	3.07	1.47	0.21	21
Increase/Decrease	FTE's	1.13	(0.10)	0.00	(0.54)	(0.27)	(0.05)	(0.20)	0.03	

The increase in the General Fund is due to the additional permit activity in 2015. The Permit Assistant is working full time in the General Fund and not providing backup assistance for the Utility Clerks.

## SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

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**ITEM NO:** D-2

**DATE:** July 9, 2015

**SUBJECT:** Nuisance Code

**CONTACT PERSON:** Ken Walker, City Administrator  
Viki Forte', Community Service Officer

**ISSUE:**

Staff is seeking direction from council to make amendments to the current Nuisance Code with goals of establishing an enforceable code with clear remedies, penalties and rights of the public. Staff is also requesting direction from council on enforcement goals.

**SUMMARY:**

The work program for 2015 includes an update to SMC Title 8: Health and Safety (Attachment A). This title contains the Nuisance Code and codes to regulate other potential public disturbances. Potential updates were brought to Council in 2013 without clear direction from staff. Staff received approval from Council to begin a comprehensive update to the public disturbance and public welfare regulations on March 14, 2015 to establish community standards, to ensure public health and safety and to preserve and improve the aesthetics of all our neighborhoods.

**DISCUSSION:**

The code under consideration is the purview of the Community Service Officer (CSO). The CSO works closely with the citizens of Sultan, the Sherriff's department, the Health District, the City Administrator and planning staff to enforce the community's vision and desires as codified in the Municipal Code. Code language is only as good as its enforcement and the CSO is the city's liaison between Council describing its vision in specific code language and the application of that vision.

The titles that broadly make up public disturbances suffer from internal inconsistencies; vague language that is subjective; enforcement that is often too onerous or simple impossible to enact; absent of specific, council and staff identified issues; lacks clear process for addressing violations; and identifies possible non-issues as enforceable offenses. Staff has reviewed the proposed code draft changes with Amy Mills, City Attorney.

The issues that staff has addressed in the draft code presented include the following:

- 1.10 Code Enforcement

- 8.04 Nuisances
- 8.05 Chronic Nuisances
- 8.06 Penalties
- 8.07 Camping
- 8.10 Public Disturbances
- 16.200 Appeals
- 16.132 Enforcement and Penalties

**ATTACHMENTS:**

A - Sultan Municipal Code Titles 1, 8, and 16

**CITY OF SULTAN  
WASHINGTON  
ORDINANCE NO.**

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**AN ORDINANCE OF THE CITY OF SULTAN,  
WASHINGTON, ADDING A NEW CHAPTER 1.10 SMC  
RELATING TO CODE ENFORCEMENT; AMENDING  
CHAPTERS 8.04, 8.06, 8.10, AND 16.132 SMC; REPEALING  
CHAPTERS 8.08, 16.136 AND 16.144 SMC; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

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**WHEREAS,**

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

Section 1. New Chapter 1.10 SMC, Code Enforcement, Adopted. A new Sultan Municipal Code Chapter 1.10, entitled "Code Enforcement," is hereby adopted to read as follows:

**Chapter 1.10  
CODE ENFORCEMENT**

Sections:

- 1.10.010 Purpose.
- 1.10.020 Definitions.
- 1.10.030 Conflicting code provisions.
- 1.10.040 Joint and several responsibility and liability.
- 1.10.050 Computation of time.
- 1.10.060 Interference with code enforcement unlawful.
- 1.10.070 Service of documents.
- 1.10.080 Violations.
- 1.10.090 Infractions.
- 1.10.100 Voluntary correction.
- 1.10.110 Stop work order.
- 1.10.120 Notice of civil violation.
- 1.10.130 Response to notice of civil violation.
- 1.10.140 Scheduling of hearing to contest or mitigate – Correction prior to hearing.
- 1.10.150 Contested hearing – Procedure.
- 1.10.160 Mitigation hearing – Procedure.
- 1.10.170 Decision of hearing examiner.
- 1.10.180 Failure to appear – Default order.
- 1.10.190 Judicial review.
- 1.10.200 Recovery of penalties and costs.

1.10.210 Abatement.

1.10.220 Right of entry.

**1.10.010 Purpose.**

The purpose of this chapter is to establish an efficient system of enforcing city regulations that will enable violations to be promptly resolved whenever possible, while providing both appropriate penalties and a full opportunity for alleged violators to have a hearing to contest the violations. It is the express and specific purpose and intent of this chapter to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter. It is also the express and specific purpose and intent of this chapter that no provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers or employees. Nothing contained in this chapter is intended or shall be construed to create or form the basis of any liability on the part of the city, its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the city, its officers, employees or agents.

**1.10.020 Definitions.**

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise or they are more specifically defined in a section or subsection. Terms not defined shall be given their usual meaning.

A. “Abate” means to act to stop an activity and/or to repair, replace, remove, or otherwise remedy a condition, when such activity or condition constitutes a violation of this code or a city regulation, by such means and in such a manner and to such an extent as the applicable department director, enforcement officer, or other authorized official determines is necessary in the interest of the general health, safety, and welfare of the community. For the purposes of this chapter, the verbs “abate” and “correct” shall be interchangeable and have the same meaning.

B. “Act” means doing or performing something.

C. “City” means the city of Sultan, Washington.

D. “Civil penalty” or “monetary penalty,” as used in any code, ordinance or regulation of the city, shall be deemed to have the same meanings as used in this chapter.

E. “Code” means the Sultan Municipal Code.

F. “Code enforcement officer” or “enforcement officer” means the city’s code enforcement officer(s); the building official; building inspectors; construction inspectors; the fire marshal or his or her designee; fire inspectors; the chief of the Sultan police department or his or her designee; the director of the community development department or his or her designee; the director of the public works department or his or her designee; or any other person or persons assigned or directed by the mayor or his or her designee to enforce the regulations subject to the enforcement and penalty provisions of this chapter.

G. "Correction notice" means a written statement issued by a code enforcement officer, notifying a person that property or work under his or her control is in violation of one or more regulations and informing such person that a notice of civil violation may be issued and/or an infraction or criminal charges filed if the violations are not abated.

H. "Costs" means, but is not limited to, contract expenses and city employee labor expenses incurred in abating a nuisance; a rental fee for city equipment used in abatement; costs of storage, disposal, or destruction related to abating a nuisance; legal expenses and attorneys' fees associated with civil judicial enforcement of abatement orders or in seeking abatement orders; and any other costs incurred by the city, excluding fees and expenses associated with appeals authorized by this code or by state law.

I. "Day" or "days" means one or more calendar days, unless expressly stated otherwise in a given section or subsection. In addition, any portion of a 24-hour day shall constitute a full calendar day.

J. "Hearing examiner" means the Sultan hearing examiner.

K. "Knowledge" means being aware of a fact or circumstance or having information which would lead a reasonable person in the same situation to believe a fact or circumstance exists. A person acts knowingly or with knowledge when that person either is aware of one or more facts, circumstances, or results, which are described by an ordinance defining an offense, or has information which would lead a reasonable person in the same situation to believe that facts, circumstances, or results exist which are described by an ordinance defining an offense.

L. "Mortgagee" means a financial institution, including a bank, credit union or other commercial lender, which holds mortgaged property as security for repayment of a loan.

M. "Notice of violation" or "notice of civil violation" or "violation notice" means a written statement, issued by a code enforcement officer, which contains the information required under SMC 1.10.120 and which notifies a person that he or she is responsible for one or more civil violations of the Sultan Municipal Code.

N. "Omission" means a failure to act.

O. "Owner" means any owner, part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or of a part of a building or land.

P. "Person" means any individual, firm, business, association, partnership, corporation, or other legal entity, public or private, however organized. Because "person" shall include both human beings and organizational entities, any of the following pronouns may be used to describe a person: he, she, or it.

Q. "Person responsible for the violation" or "violation" or "responsible person" means any of the following: a person who has titled ownership or legal control of the property or structure that is subject to the regulation; an occupant or other person in control of the property or structure that is subject to the regulation; a developer, builder, business operator, or owner who is developing,

building, or operating a business on the property or in a structure that is subject to the regulation; a tenant or other person having the owner's permission to occupy the premises; or any person who created, caused, participated in, or has allowed a violation to occur.

R. "Regulation" means and includes any of the following, as now enacted or hereafter amended:

1. All Sultan Municipal Code provisions;
2. All standards, regulations, and procedures adopted by the city pursuant to a city ordinance;
3. The terms and conditions of any permit or approval issued by the city, or any concomitant agreement entered into with the city, pursuant to code provisions; and
4. A written order of the hearing examiner that has been served as provided in this chapter.

S. "Repeat violation" means, as evidenced by the prior issuance of a correction notice or a notice of violation, a subsequent violation that has occurred on the same property or that has been committed by a person responsible for the prior violation elsewhere within the city of Sultan. To constitute a repeat violation, the violation need not be the same violation as the prior violation. The violation of a written order of the hearing examiner that has been served as provided in this chapter shall constitute a repeat violation.

T. "Right-of-way" means land owned, dedicated or conveyed to the public or a unit of government, used primarily for the movement of vehicles or pedestrians and providing for access to adjacent parcels, with the secondary purpose of providing space for utility lines and appurtenances and other devices and facilities benefiting the public. "Right-of-way" includes, but is not limited to, any street, easement, sidewalk, or portion thereof under the jurisdiction of the city.

U. "Violation" or "civil violation" or "civil infraction" means an act or omission contrary to a regulation as defined in this section. A violation continues to exist until abated to the satisfaction of the city, and each day or any portion of a day during which a violation occurs or continues is a separate offense.

#### **1.10.030 Conflicting code provisions.**

In the event a conflict exists between the enforcement provisions of this chapter and the enforcement provisions of any international or uniform code, statute, or regulation that is adopted in the Sultan Municipal Code and subject to the enforcement provisions of this chapter, the enforcement provisions of this chapter will prevail, unless the enforcement provisions of this chapter are preempted or specifically modified by said code, statute, or regulation. In the event of a conflict between this chapter and any other provision of this code or city ordinance providing for a civil penalty, the more specific provision shall control.

#### **1.10.040 Joint and several responsibility and liability.**

Responsibility for violations of the codes enforced under this chapter is joint and several, both as to duty to correct and to payment of monetary penalties and costs, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for a violation.

**1.10.050 Computation of time.**

In computing any period of time prescribed or allowed by this code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

**1.10.060 Interference with code enforcement unlawful.**

Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve a notice of violation, stop work order, or emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a violation shall be guilty of a gross misdemeanor.

**1.10.070 Service of documents.**

A. Methods of Service. For purposes of this chapter, service of documents related to code enforcement, such as correction notices, notices of civil violation, stop work orders, etc. (hereinafter “document”), shall be accomplished by one of the following methods; provided, that civil infractions shall be served as provided in Chapter 7.80 RCW and criminal misdemeanors and gross misdemeanors shall be served as provided by applicable law:

1. “Personal service” is accomplished by handing the document to the person subject to the document or leaving it at his or her last known dwelling house or usual place of abode with some person of suitable age and discretion then residing therein or leaving it at his or her office or place of employment with a person in charge thereof. Personal service may also be accomplished by the hearing examiner or his or her assistant handing any order, ruling, decision, or other document to a person prior to, during, or after a hearing.
2. “Service by mail” is accomplished by sending the document by regular first class mail to the last known address of the person subject to the document. The last known address shall be an address provided to the city by the person to whom the document is directed. If an address has not been provided to the city, the last known address shall be any of the following as they appear at the time the document is mailed: the address of the property where the violation is occurring, as reflected on the most recent equalized tax assessment roll of the county assessor or the taxpayer address appearing for the property on the official property tax information website for Snohomish County; the address appearing in any database used for the payment of utilities for the property at which the violations are occurring; or the address of the person to whom the documents are being sent that appears in the Washington State Department of Licensing database.

3. "Service by posting" is accomplished by affixing a copy of the document in a conspicuous place on the subject property or structure, or as near to the affected property or structure as feasible, with at least one copy of such document placed at an entryway to the property or structure if an entryway exists.

4. "Service by publication" is accomplished by publishing the document as set forth in RCW 4.28.100 and 4.28.110, as currently enacted or hereafter amended.

B. Service – When Complete. If service is accomplished by personal service, service shall be deemed complete immediately. If service is accomplished by mail, service shall be deemed complete upon the third day following which the document is placed in the mail, unless the third day falls on a Saturday, Sunday, or legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday, or legal holiday following the third day. If service is accomplished by posting, service shall be deemed complete upon the fourteenth day following the day upon which the document is posted. If service is accomplished by publication, service shall be deemed complete upon the final publication of the document as set forth in RCW 4.28.110.

C. Proof of Service – Due Diligence. Proof of service shall be made by written affidavit or declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service and the manner by which service was made. If service was made solely by posting or publication, the proof of service shall include a statement as to what steps were used in attempting to serve personally and by mail the person at whom service of the document is directed. If service was made by posting, a photograph of the posting may be taken and retained by the city as documentation.

D. Additional Proof of Service Not Necessary. No additional proof of service beyond the requirements in this chapter shall be required by the hearing examiner or other entity. Any failure of the person to whom a document is directed to observe a document served by posting or publication shall not invalidate service made in compliance with this section, nor shall it invalidate the document.

#### **1.10.080 Violations.**

A. The violation of any regulation shall be unlawful. Violations may be enforced by issuing notices of violation and, if necessary, by filing civil infractions. In addition, any violation of this code shall constitute a misdemeanor, unless otherwise designated as a gross misdemeanor, and the city shall have discretionary authority to enforce a violation as either a civil infraction or civil violation pursuant to this chapter or as a criminal misdemeanor punishable by imprisonment in jail for a maximum term fixed by the court of not more than 90 days or by a fine in an amount fixed by the court of not more than \$1,000 or by both such imprisonment and fine. A gross misdemeanor is punishable by a fine of not more than \$5,000 or by imprisonment for not more than 12 months or by both such fine and imprisonment.

B. Each day and any portion of a day during which a violation of this code occurs or continues is a separate offense.

C. Civil enforcement of the provisions of this code or the terms and conditions of any permit or approval issued pursuant to this code shall be governed by this chapter unless other more specific provisions apply.

D. Code enforcement officers are authorized to enforce the code using the provisions and procedures of this chapter; provided, however, that enforcement under this chapter is in addition to, and does not preclude or limit, any other forms of enforcement available to the city including, but not limited to, criminal proceedings or sanctions, nuisance and injunction actions, rights to file and enforce liens, or other civil or equitable actions to abate, discontinue, correct, or discourage unlawful acts in violation of this code.

E. Nothing in this chapter or in other chapters of the Sultan Municipal Code shall prevent code enforcement officers or any other officers of the city of Sultan or other governmental unit from taking any other action, summary or otherwise, necessary to eliminate or minimize an imminent danger to the health or safety of any person or property. The city's costs of abating any such nuisance or endangerment summarily or otherwise abated shall be recoverable under this chapter as well as in the same manner and to the same extent as costs of abating nuisances or endangerment under any other provisions of this code, in addition to or as an alternative to any other rights or remedies the city may possess.

**1.10.090 Infractions.**

A. When the city determines that it is appropriate to enforce violations of this code as civil infractions rather than civil or criminal violations as otherwise provided in this chapter, or if the city is unable to obtain payment of civil fines pursuant to a notice of civil violation, enforcement officers shall file such infractions in the Snohomish County District Court, Evergreen Division, and shall follow the provisions of Chapter 7.80 RCW and Chapter 3.50 RCW. First offenses shall be class 2 civil infractions, for which the maximum penalty and the default amount shall be \$125.00, and second or subsequent violations shall be class 1 civil infractions, for which the maximum penalty and the default amount shall be \$250.00, not including fees, costs, and assessments.

B. Chapter 7.80 RCW and Chapter 3.50 RCW are hereby adopted by reference to the extent that it is not inconsistent with explicit provisions of the Sultan Municipal Code, including this section.

**1.10.100 Voluntary correction.**

A. General. When the city determines that a violation has occurred, a code enforcement officer may attempt to secure the voluntary correction of a violation by attempting to contact the person responsible for the violation, explaining the violation, and requesting correction. This may be done orally and/or in writing. The city may also enter into a written voluntary correction agreement with any person causing, allowing, or participating in the violation, including the property owner. A voluntary correction agreement may be entered into in lieu of, or in conjunction with a notice of violation. The option to enter into a voluntary correction agreement shall be within the city's sole discretion, and voluntary correction efforts need not be made where

the nature of the violation creates a risk of imminent harm to public health or safety or where it is a repeat violation.

**B. Contents of Written Voluntary Correction Agreement.** A voluntary correction agreement is a contract between the city and the person responsible for the violation, in which the responsible person agrees to abate the violation within a specified time and according to specified conditions. A voluntary correction agreement will generally contain the following information:

1. The name and address of a person responsible for the violation;
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;
3. A description of the violation and a reference to the code provisions that have been violated;
4. A statement indicating what corrective actions are required and a correction deadline stating the date by which the corrective actions must be completed to the satisfaction of the code enforcement officer in order for the violator to avoid the issuance of a notice of violation;
5. An agreement by the person responsible for the violation that the city may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement;
6. An agreement by the person responsible for the violation and/or the owner(s) of property on which the violation has occurred or is occurring that, if the terms of the voluntary correction agreement are not met, the city may enter the property, abate the violation, and recover its costs and expenses as provided in this chapter;
7. An agreement that by entering into the voluntary correction agreement, the person responsible for the violation waives the right to a hearing before the hearing examiner under this chapter regarding the violation, any penalty, and/or required corrective action; and
8. A statement indicating that, pursuant to SMC 1.10.120, a notice of civil violation may be issued with each violation constituting a separate offense subject to civil penalties, or, alternatively, civil infraction or criminal charges may be filed.

**C. Extension of Voluntary Correction Period or Modification of Required Actions.** An extension of the deadline for voluntary correction, or a modification of any required corrective action, may be granted by the code enforcement officer if the person responsible for the violation has, in the opinion of the code enforcement officer, shown due diligence or made substantial progress in correcting the violation but unforeseen circumstances have rendered correction unattainable within the original deadline.

**D. Revocation of Deadline for Compliance.** The original deadline for compliance, or any extension for compliance previously granted by the code enforcement officer, may be revoked

and immediate compliance required where, in the opinion of the code enforcement officer, circumstances make immediate correction necessary to avoid an imminent risk of injury to persons or property.

E. Failure to Comply with Voluntary Correction Agreement.

1. Abatement by the City. In addition to any other remedy provided for in this chapter, the city may abate the violation in accordance with SMC 1.10.210, if the terms of the voluntary correction agreement are not met.

2. Penalties and Costs. If the terms of the voluntary correction agreement are not met, the person responsible for the violation may be issued a notice of civil violation and assessed a monetary penalty in accordance with SMC 1.10.120, plus all costs and expenses of abatement. Alternatively, the city may file a civil infraction or criminal charges.

**1.10.110 Stop work order.**

A. Issuance. Whenever a code enforcement officer determines that any work, use, activity, or conduct is a violation under the Sultan Municipal Code and creates an imminent threat of injury to the health, safety, or welfare of any member of the public or will damage or injure, or exacerbate damage or injury already caused to, any property, the code enforcement officer may issue a stop work order directing any person causing, allowing, or participating in the offending conduct to cease such use, activity or conduct immediately.

B. Service of Order. Service of the stop work order shall generally be accomplished as set forth in SMC 1.10.070(A)(3).

C. The stop work order shall state the reasons for the order and may be appended to, or incorporate by reference, a notice of violation. The stop work order shall take effect immediately upon service and may be appealed under the procedures set forth in this chapter. During any such appeal, the stop work order shall remain in effect.

D. Effect of a Stop Work Order. When a stop work order has been issued, posted and/or served pursuant to this section, it is unlawful for any person to whom the order is directed or any person with actual or constructive knowledge of the order to conduct the activity or perform the work covered by the order, even if the order has been appealed, until the code enforcement officer has removed the copy of the order, if posted, and issued written authorization for the activity or work to be resumed. In addition, a monetary penalty shall accrue for each day or portion thereof that a violation of a stop work order occurs, in the same amounts as under SMC 1.10.120. In addition to such criminal or monetary penalties, the city may enforce a stop work order pursuant to any other provision of this chapter and enforce it in superior court.

E. Removal of a Stop Work Order. When a stop work order has been posted in conformity with the requirements of this chapter, removal of such order without the authorization of the city, or the hearing examiner if the matter has been heard by the hearing examiner, is unlawful.

### **1.10.120 Notice of civil violation.**

A. Issuance of Notice of Violation. When the city determines that a violation has occurred or is occurring, the code enforcement officer may issue a notice of civil violation to any person responsible for the violation.

B. Monetary Penalty. A monetary penalty shall accrue for each day or portion thereof that a violation continues beyond the date set in a notice of civil violation or any hearing examiner's decision. Unless a different penalty amount for a given violation is expressly authorized or required by a more specific city code provision, the maximum penalty and the default amount shall be \$125.00 for the first violation and \$250.00 for a second or subsequent violation of the same nature or a continuing violation past a deadline set by a notice of violation, not including fees, costs, and assessments. The city may waive the monetary penalty, if corrective action is completed by the date specified in the notice of civil violation or a voluntary correction agreement. The city shall have the discretion to impose penalties in an amount lower than those shown above.

C. Contents of Notice. The notice of civil violation shall include the following:

1. The name and address of a person responsible for the violation;
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;
3. A description of the violation and a reference to the provision violated and a description of what must be done to correct the violation;
4. The amount of any civil penalty assessed on account of the violation, and a statement advising that if any assessed civil penalties are not paid, the city may charge the amount of the penalty as a lien against the property and as a joint and separate personal obligation of any person in violation;
5. A statement indicating that the violator must respond to the notice of civil violation within 10 days of the date of issuance, or within such other time period as specified in the notice of civil violation, by doing one of the following:
  - a. Paying any fine and correcting the violation;
  - b. Entering into and complying with a voluntary correction agreement with the city;
  - c. Requesting a mitigation hearing and correcting the violation; or
  - d. Requesting a hearing to contest the violation;
6. A statement indicating that failure to respond to the notice of violation, or failure to attend any hearing, shall result in the violation being deemed committed without requiring further action by the city, and that the monetary penalty specified in the notice shall be due to the city by the violator and further accrue as provided in this chapter; and

7. A statement indicating that payment of a monetary penalty does not relieve the person or entity named in the notice of civil violation of the duty to abate the violation, and that failure to abate may result in the issuance of additional notices of violation and/or criminal charges, with additional civil and/or criminal penalties, including the payment of costs for any abatement action taken by the city.

D. Extension. Upon written request received prior to the correction date or time, the code enforcement officer may extend the date set for correction for good cause or in order to accommodate a voluntary correction agreement. The code enforcement officer may consider substantial completion of the necessary correction or unforeseeable circumstances which render completion impossible by the date established as a good cause.

E. Transfer of Ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a notice of civil violation to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of civil violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of civil violation issued by the code enforcement officer and shall furnish to the code enforcement officer a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of civil violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. This provision shall not apply to the following types of transfers of real property: a gift or other transfer to a parent, spouse, domestic partner, or child of a transferor or child of any parent, spouse, or domestic partner of a transferor; a transfer between spouses or between domestic partners in connection with a marital dissolution or dissolution of a state registered domestic partnership; a transfer made by the personal representative of the estate of the decedent or by a trustee in bankruptcy; and a tax deferred exchange to an intermediary or facilitator.

#### **1.10.130 Response to notice of civil violation.**

A. Generally. A person who has been served with a notice of civil violation must respond to the notice within 14 days of the date the notice is served or within such other time period as specified in the notice of civil violation. A person may respond to the notice of civil violation by:

1. Paying the amount of the monetary penalty as set forth in the notice of violation. Partial payment or payment using a check that is rejected for insufficient funds shall not be deemed payment under this subsection. Payment of the fine shall not relieve the person or entity responsible for the violation from the duty to correct or abate the violation. Additional notices of violation may be issued if the violation goes uncorrected.
2. Entering into a voluntary correction agreement with the city.
3. Contesting the notice of civil violation by requesting a contested hearing in writing and sending the request to the city as described in subsection (B) of this section.

4. Seeking to mitigate the monetary penalty by requesting a mitigation hearing to explain the circumstances surrounding the violation. The request to mitigate must be made in writing and sent to the city with a \$100.00 filing fee as described in subsection (B) of this section. Requesting to mitigate the penalty shall not relieve the person responsible for the violation from the duty to correct or abate the violation. Additional notices of violation may be issued if the violation goes uncorrected.

B. Method of Response. The person or entity to whom a notice of civil violation has been issued may respond by mailing or hand-delivering the response to the city clerk. Mailed responses must be received no later than the fourteenth day from the date of service of the notice of violation or such other day as specified in the notice of violation. Hand-delivered responses must be brought to the city clerk no later than 4:30 p.m. on the fourteenth day after service or such other day as specified in the notice of violation; provided, that where the fourteenth or other specified day falls on a weekend or holiday, the deadline shall be extended to the next regular business day. Telephone, facsimile, or email responses shall not satisfy the requirements of this section. The response deadline may be stayed for a time certain by the code enforcement officer, if the responsible person or entity is engaged in active discussions with the code enforcement officer and the code enforcement officer determines there is a reasonable probability that such discussions may result in compliance.

C. If the person to whom the notice of civil violation is issued fails to respond as required in the notice of civil violation and this chapter, the violation(s) shall be deemed committed without requiring further action by the city or the city's hearing examiner, and the person to whom the notice of civil violation was issued shall owe the monetary penalty indicated.

#### **1.10.140 Scheduling of hearing to contest or mitigate – Correction prior to hearing.**

A. Notice and Scheduling of Hearing. Upon the timely filing of a request for a hearing to contest a violation or to mitigate the penalty, the matter shall be scheduled to be heard at the next available appearance by the hearing examiner that is a minimum of 14 but no later than 60 calendar days after the date the request was received by the city. Notice of the hearing date and time shall be served by regular first class mail to the address of the party who requested the hearing. The date and time for any hearing may be rescheduled by the hearing examiner for good cause upon the motion of a party or the hearing examiner.

B. Correction of Violation Prior to Hearing. The hearing may be cancelled and the party requesting the hearing need not appear if, at least two business days prior to the scheduled hearing, the code enforcement officer determines that the violation has been satisfactorily corrected or abated and the monetary penalty paid in full. Where the scheduled hearing involves a repeat violation as defined in this chapter, the hearing shall not be cancelled unless the new violation has been corrected or abated to the satisfaction of the code enforcement officer and the monetary penalty and costs for the new violation(s) and any monetary penalty and costs owing for the previous violation(s) have been paid in full.

#### **1.10.150 Contested hearing – Procedure.**

The hearing examiner shall conduct a contested violation hearing when such hearing is properly and timely requested. The city and the person or entity to whom the notice of civil violation was issued may participate in the hearing, and each party or its legal representative may call witnesses and present evidence and rebuttal, subject to the following:

A. Where not in conflict with a more specific provision of this chapter, hearings shall be conducted in accordance with Chapter 2.26 SMC and the rules of procedure as adopted by the hearing examiner.

B. The city shall have the burden of proving by a preponderance of the evidence that a violation has occurred.

C. The parties are responsible for securing the appearance of any witnesses they may wish to call. Neither the city nor the hearing examiner shall have the burden of securing any witnesses on behalf of the person who is contesting the violation(s) or seeking to mitigate the penalties.

D. Formal rules of evidence shall not apply to any such hearing, and the hearing examiner shall allow hearsay testimony by the parties and not require proof of chain of custody for evidence that is presented; provided, that the hearing examiner shall determine the weight to be assigned to any evidence presented.

E. Any notes, reports, summaries, photographs, or other materials prepared by the parties shall be admitted into evidence if requested; provided, that the parties are free to argue the weight that should be assigned by the hearing examiner to any evidence submitted.

#### **1.10.160 Mitigation hearing – Procedure.**

The hearing examiner shall conduct a hearing to mitigate the penalty on a violation when such hearing is properly and timely requested; provided, that in the event a person has requested a hearing to contest a violation and prior to the start of the hearing indicates to the hearing examiner a desire to mitigate rather than contest, the examiner shall permit the person to seek mitigation of the monetary penalty. The mitigation hearing shall be conducted according to the following general procedures:

A. The person responsible for the violation shall be given the opportunity to explain or provide evidence regarding the nature of the violation, why the violation exists, why the violation has not been abated or corrected, and any other information the hearing examiner determines is relevant.

B. The city shall be given the opportunity, at its discretion, to provide evidence of the nature of the violation, evidence to rebut assertions made by any party, and any other information or evidence the hearing examiner deems to be relevant.

#### **1.10.170 Decision of hearing examiner.**

A. At or after the contested or mitigation hearing, the hearing examiner shall issue a written decision to:

1. Sustain the violation notice;
2. Withdraw the violation notice;

3. Continue the review to a date certain for receipt of additional information; or
4. Modify the violation notice, which may include an extension of the compliance date.

B. Contents of Order. Upon the conclusion of a hearing, the hearing examiner may issue an oral decision pending issuance of the written decision. If necessary, the hearing examiner may delay issuing the written decision for up to 10 business days following the hearing. In either event, the oral decision and written decision shall contain findings and conclusions based on the record, which to the extent applicable includes the following information:

1. In mitigation hearings, a statement indicating that each alleged violation has been found committed, and in contested hearings, a statement indicating whether each alleged violation has been found committed or not committed;
2. For violations found committed, the monetary penalties and costs being assessed pursuant to this chapter; provided, that where the person has requested to mitigate the monetary penalty, the hearing examiner may reduce the monetary penalty for each violation, but in no case shall the penalty be reduced to an amount less than \$100.00 for each violation found committed;
3. For violations found committed, any required corrective actions and compliance dates;
4. For violations found committed, a finding that abatement of the violations by the city is authorized, at the expense of the person responsible for the violations;
5. A statement notifying the person responsible for the violation that he or she is subject to additional civil and/or criminal penalties if any violation that was the subject of the hearing has not been corrected or abated as required by the hearing examiner's decision; and
6. A statement that a lien for the civil penalty or cost of abatement, or both, may be claimed by the city.

C. Notice of Decision. The hearing examiner may cause a copy of the decision to be served upon the parties at the close of the hearing. When the hearing examiner requires more time to prepare a written decision, or when a party fails to appear after requesting a contested hearing, the hearing examiner shall cause a copy of the decision to be served on the parties by mailing a copy to each party's last known address no later than 10 business days following the hearing.

**1.10.180 Failure to appear – Default order.**

If the person who requests a hearing to contest a violation or mitigate the penalty then fails to appear at the scheduled hearing after having been given notice in the manner provided for by this chapter, the hearing examiner shall immediately issue a default decision, which finds committed all the violations set forth in the notice of civil violation and which assesses a monetary penalty in the full amount indicated in the notice of violation. In addition, at the request of the city, the hearing examiner shall also impose upon the nonappearing party any costs to the city related to preparation for the hearing. The hearing examiner shall cause a copy of the decision to be served upon the nonappearing party by mailing a copy to the last known address of the nonappearing

party within 10 business days of the hearing. Upon the motion of a party, the hearing examiner may rescind a default decision only upon a showing of good cause to do so and only if such motion has been brought within 30 calendar days of the date of the hearing at which the default decision was entered.

#### **1.10.190 Judicial review.**

Judicial review of a hearing examiner's decision relating to any ordinance regulating the improvement, development, modification, maintenance, or use of real property may be sought by any person aggrieved or adversely affected by the decision, pursuant to the provisions of the Land Use Petition Act, Chapter 36.70C RCW, if applicable, or other applicable authority, if any, if the petition or complaint seeking review is filed and served on all parties within 21 days of the date of the decision. For purposes of this section, "aggrieved or adversely affected" shall have the meaning set forth in RCW 36.70C.060(2). Judicial review of all other decisions may only occur subject to the procedures of Chapter 7.16 RCW.

#### **1.10.200 Recovery of penalties and costs.**

A. Payment of Monetary Penalties and Costs. Any monetary penalties or costs assessed pursuant to this chapter constitute a personal obligation of the person responsible for the violation. In addition, the monetary penalties or costs assessed pursuant to this chapter may be assessed against the property that is the subject of the enforcement action. The city attorney is authorized to collect the monetary penalty or costs by use of appropriate legal remedies, the seeking or granting of which shall neither stay nor terminate the accrual of additional per diem monetary penalties so long as the violation continues. The city may incorporate any outstanding penalty or cost into an assessment lien for abatement costs. Any monetary penalty assessed must be paid in full to the city within 30 days from the date of service of an uncontested notice of civil violation or any decision of the hearing examiner that assesses monetary penalties.

B. Recovery of Costs. The city shall bill its costs, including incidental expenses, of pursuing code compliance and/or of abating a violation to the person responsible for the violation and/or against the subject property. Such costs shall become due and payable 30 days after the date of the bill. The term "incidental expenses" shall include, but not be limited to, personnel costs, both direct and indirect, including attorneys' fees incurred by the city; costs incurred in documenting the violation; the actual expenses and costs to the city in the preparation of notices, specifications and contracts, and in inspecting the work; hauling, storage and disposal expenses; the cost of any required printing and mailing; and interest. The city manager or designee, or the hearing examiner, may in his or her discretion waive in whole or in part the assessment of any costs upon a showing that abatement has occurred or is no longer necessary or that the costs would cause a significant financial hardship for the responsible party. Any challenge to the amount of the abatement costs must be made within 14 days of issuance of the bill and shall be heard by the city manager in an informal hearing. The city manager shall make a written determination as to whether or not the city's costs were accurate and necessary for accomplishing the abatement.

C. Use of Collection Agency. Pursuant to Chapter 19.16 RCW, as currently enacted or hereafter amended, the city may, at its discretion, use a collection agency for the purposes of collecting

penalties and costs assessed pursuant to this chapter. The collection agency may add fees or interest charges to the original amount assigned to collections as allowed by law. No debt may be assigned to a collection agency until at least 30 calendar days have elapsed from the time that the city attempts to notify the person responsible for the debt of the existence of the debt and that the debt may be assigned to a collection agency for collection if the debt is not paid. Notice of potential assignment to collections shall be made by regular first class mail to the last known address of the person responsible for the debt; provided, that inability to ascertain a current mailing address shall not prohibit the debt from being assigned to collections.

D. Continuing Duty to Abate Violations. Payment of a monetary penalty or costs pursuant to this chapter does not relieve the person responsible for the violation of the duty to correct or abate the violation. Additional notices of violation may be issued and/or criminal charges filed for continuing failure to correct or abate a violation.

### **1.10.205 Liens.**

A. Lien authorized. The Snohomish County auditor shall record and index the claims and notices described in this chapter.

B. Lien priority. Liens assessed pursuant to this chapter shall be subordinate to all existing special assignment liens previously imposed upon the same property and shall be paramount to all other liens, except for the state and county taxes, with which it shall be on a parity.

C. Lien claims – generally.

1. Filing. The building and zoning official shall cause a claim for lien to be filed for record in the Snohomish County auditor’s office within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the abatement work performed pursuant to this unified development code.

2. Contents. The claim of lien shall contain the following:

a. The authority of imposing a civil penalty or proceeding to abate the violation, or both;

b. A brief description of the civil penalty imposed or the abatement work done, or both, including the time the work is commenced and completed and the name of the persons or organizations performing the work;

c. A legal description of the property to be charged with the lien;

d. The name of the known or reputed owner, and, if not known, the fact shall be alleged; and

e. The amount, including lawful and reasonable costs, for which the lien is claimed.

3. Verification. The building and zoning official or duly authorized representative shall sign and verify the claim by oath to the effect that the affiant believes the claim is just.

4. Amendment. The claim of lien may be amended in case of action brought to foreclose same, by order of the court, insofar as the interests of third parties shall not be detrimentally affected by amendment.

D. Foreclosure of liens. The lien provided by this code may be foreclosed and enforced by a civil action in a court having jurisdiction.

1. Joinder. All persons who have legally filed claims of liens against the same property prior to commencement of the action shall be joined as parties, either plaintiff or defendant.

2. Actions Saved. Dismissal of an action to foreclose a lien at the instance of a plaintiff shall not prejudice another party to the suit who claims a lien.

#### **1.10.210 Abatement.**

A. Abatement by City. Upon noncompliance with the terms of an unappealed notice of violation, a voluntary correction agreement, or a final decision of the hearing examiner, the city may perform the abatement required by said notice, agreement, or decision. The city may utilize city employees or a private contractor under city direction to accomplish the abatement. The city, its employees and agents using lawful means are expressly authorized to enter upon the property of the violator for such purposes. Nothing in this chapter shall prohibit the city from pursuing abatement of a violation pursuant to any other laws of the state of Washington or the city.

B. Summary Abatement. Whenever any violation causes a condition the continued existence of which constitutes an immediate threat to the public health, safety or welfare or to the environment, or whenever any violation is of such a character and is so situated that the same can be abated without the invasion or destruction of private property and the further continuance is likely to result in expense to the city or injury to any person, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the person responsible for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the city or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats, but neither shall the city be entitled to recover any costs incurred for summary abatement, prior to the time that notice thereof is served on the person responsible for the violation as set forth in SMC 1.10.070.

C. Obstruction with Work Prohibited. No person shall obstruct, impede or interfere with the city, its employees or agents, or any person who owns or holds any interest or estate in any property in the performance of any necessary act preliminary or incidental to carrying out the requirements of a notice of violation, voluntary correction agreement, or decision of the hearing examiner issued pursuant to this chapter.

#### **1.10.220 Right of entry.**

A. When it is necessary to enforce the provisions of the Sultan Municipal Code, or when a code enforcement officer has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation of this code, the code enforcement officer may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code; provided, that if such building or premises be occupied, the code enforcement officer shall present identification credentials, state the reasons for entry, and demand entry. If such building or premises be unoccupied, the code enforcement officer shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and demand entry. If entry is refused, or the code enforcement officer is unable to locate the owner or other person having control of the premises, the code enforcement officer shall have recourse to the remedies provided by law to secure entry.

B. Posted Property. Where private property is posted with a “No Trespassing” sign and has a gate or chain on private property, or where private property is enclosed by a secured gate or chain (other than by a simple latching or closure device) a city employee shall not make entry beyond areas open to the public without the express permission of the property owner/resident or a court order. No employee shall be required to enter a posted or gated piece of property if the employee feels threatened, intimidated, or otherwise in fear of his or her personal safety.

C. Employee Identification. City employees shall carry identification cards while on duty. Any employee, when legitimately requested by the public, shall show the requesting party his or her identification card.

D. Intimidation of Employees. Threats, intimidation, or other violations of public peace directed against an employee engaged in lawful action upon private property are unlawful and may subject the threatening person and the owner of the property, as applicable, to legal action.

Section 2. Chapter 8.04 SMC, “Nuisances,” Amended. Chapter 8.04 SMC, entitled “Nuisances,” is hereby amended to read as follows:

**Chapter 8.04  
NUISANCES**

Sections:

- 8.04.010 Defined.
- 8.04.020 Maintaining or permitting prohibited.
- 8.04.030 Affecting health – Designated.
- 8.04.040 Repealed.
- 8.04.050 Affecting peace and safety – Designated.
- 8.04.060 Abatement – Inspection of premises.
- 8.04.070 Enforcement.
- 8.04.080 Repealed.
- 8.04.090 Repealed.

8.04.100 Repealed.

8.04.110 Repealed.

8.04.120 Repealed.

8.04.130 Repealed.

8.04.140 Repealed.

**8.04.010 Defined.**

A public nuisance is a thing, act, omission, occupation, condition or use of property, public and private which:

A. Substantially annoys, injures, or endangers the comfort, health, repose or safety of the public;

B. In any way renders the public insecure in life or in the use of public and private property;

C. Interferes with, obstructs or tends to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way.

**8.04.020 Maintaining or permitting prohibited.**

No person, persons, firms or corporation shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the city of Sultan.

**8.04.030 Affecting health – Designated.**

The following acts, omissions, places, conditions and things are specifically declared to be public health nuisances, but shall not be construed to exclude other health nuisances coming within the definition of SMC 8.04.010:

A. All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public;

B. Carcasses of animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within 24 hours after death;

C. Accumulations of decayed animal or vegetable matter, trash, or rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed;

D. All stagnant water in which mosquitoes, flies or other insects may multiply;

E. All noxious weeds (a weed being defined as any plant that grows out of place), and other rank growth of vegetation upon public or private property, and all grass,

weeds, shrubs, bushes, trees or vegetation growing or which have grown and died or have exceeded twelve inches (12") in height in a nonagricultural use on any property and are a fire hazard or a menace to public health, safety or welfare;

F. Tent caterpillars;

G. The escape of smoke, soot, cinders, noxious acids, fumes, gases, ash or industrial dust within the city limits in such quantities as to endanger the health of persons of ordinary sensibilities or cause injury to property;

H. The pollution of any well or cistern, stream, lake, canal or body of water by sewage or industrial wastes or other substances;

I. Any use of property, substances or things emitting or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, effluvia or stenches repulsive to the physical senses of persons which annoy, discomfort, injure or inconvenience the health of persons within the city;

J. All abandoned wells not securely covered or secured from public use;

K. All public exposure of persons having a contagious disease;

L. The distribution of samples of medicines or drugs unless such samples are placed in the hands of an adult person;

M. Garbage cans which do not have a tight-fitting lid;

N. Any building or structure in which people are housed or congregate for any purpose which in the opinion of the health officer has become dangerous for further occupancy because of insanitary conditions which may affect the health of the occupants or surrounding property owners;

O. All infestations of flies, fleas, roaches, lice, ticks, rats, mice, fly maggots, mosquito larvae and other biological agents capable of transmitting disease to humans

P. A person is guilty of urinating in public if he intentionally urinates or defecates in a public place, other than a washroom or toilet room, under circumstances where such act could be observed by any member of the public shall be guilty of a misdemeanor, "Public place," as used in this section, is defined in SMC XXXX

N. All other acts, omissions of acts, occupations and uses of property which are deemed by the Snohomish County board of health to be a menace to the health of the inhabitants of this city.

**8.04.040 Repealed.**

**8.04.050 Affecting peace and safety – Designated.**

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The following acts, omissions, places, conditions and things are declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of SMC 8.04.010:

- A. All snow and ice not removed from public sidewalks;
- B. All unauthorized signs, signals, markings or devices which purport to be or may be mistaken as official traffic-control devices placed or maintained upon or in view of any public highway or railway crossing;
- C. All trees, hedges, signs or other obstructions which prevent persons from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk;
- D. All limbs of trees which project over a public sidewalk, less than eight (8) feet above the surface thereof or less than fourteen (14) feet above the surface of a public street;
- E. All trees, limbs, buildings, structures, power and light poles and their appurtenances, or equipment which poses a reasonable threat to life or property in the event that such trees, limbs, buildings, structures, power and light poles and their appurtenances or equipment were to fall on adjacent public or private property;
- F. All use or display of fireworks except as provided by the laws of the state of Washington and ordinances of the city;
- G. All buildings or structures so old, dilapidated and out of repair or which have been so damaged by fire or flood as to be dangerous, unsafe, unsanitary or otherwise unfit for human use;
- H. All wires over streets, alleys or public grounds which are strung less than 15 feet above the surface of the street or ground;
- I. All loud, discordant and unnecessary noises or vibrations of any kind between the hours of 10:00 p.m. and 8:00 a.m.;
- J. All motorcycles, automobiles, chainsaws, lawnmowers or other motorized equipment which are not equipped with the original equipment muffler or noise-deadening device or other replacement muffler or noise-deadening device recommended by the engine manufacturer;
- K. The keeping or harboring of any animal or fowl which by the emission of offensive odors or by frequent or habitual howling, yelping, barking, crowing or making of other

noises, unreasonably annoys or disturbs a considerable amount of people persons within the city;

L. Allowing vicious animals to run at large and all activities prohibited by Chapters 6.04, 6.08, 6.12 and 6.16 SMC;

M. All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the ordinances of the city or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable length of time after the purpose whereof has been accomplished;

N. All open and unguarded pits, wells, excavations or unused basements;

O. All abandoned refrigerators or freezers from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside;

P. Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the street or sidewalk, except when engaged in constitutionally protected activities;

Q. Violations of the ordinances of the city or laws of the state of Washington relating to the storage of flammable liquids;

R. The dismantling, reconstruction or repair of any vehicle or piece of machinery upon any street, alley or other public place, except minor repairs of an emergency nature;

S. All vehicles or machines parked or driven on any city street, alleyway or highway with a leaking fuel tank;

T. All vehicles used to transport flammable or explosive liquids or gases or corrosive acids, parked within the city limits, unless said vehicle is in the lawful delivery of said liquids, gases or acids;

U. All junk and inoperable vehicles placed or situated upon private property, kept or left in any place accessible to children or viewable from a public street within the city limits shall constitute a misdemeanor and shall be subject to the penalties as set forth in Section 8.06.100 of this chapter, and are also public nuisances to be abated as provided in this chapter; provided, however, that this chapter shall not apply to: (1) A vehicle or part thereof that is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or (2) A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to the provisions of RCW 46.80.130; or(3) A vehicle enclosed in an

opaque auto cover specifically designed to completely shield the vehicle from view. The cover must be in good condition and must be replaced if it is torn, weather-beaten, or acquires any other defects. Tarps and makeshift covers do not meet the requirement. This section shall apply whether or not permission has been given for the vehicle to be left on the property.

V. Any fence or other structure or thing on private property abutting or fronting upon any public street, sidewalk or place, which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition;

W. The existence upon the sidewalk in front of any premises of any debris, litter or substantial quantity of dirt;

X. All dangerous, unguarded machinery, in any public place, or so situated or operated on private property as to attract the public;

Y. Leading, driving or riding any horse or other livestock upon or over any sidewalk or public park;

Z. Crossing curbs or sidewalks with vehicles where no regular provision has been made for such crossing, without first protecting the same with appropriate risers and planking;

AA. All other conditions or things which are liable to cause injury to the person or property of anyone.

BB. Any person, other than a contractor having a contract for solid waste and recyclable material collection and disposal with the City, to collect, haul, or dispose of solid waste within the City. Provided, however, nothing in this section shall be construed to prohibit (1) permitted commercial recyclers; or (2) a residential occupant transporting, on a nonregular or occasional basis, surplus accumulations of rubbish or garbage from his/her residence to an approved disposal site

DD. The existence of any dead, diseased, infested or dying tree that may constitute a danger to property or persons

EE. All responsible persons shall perform the following with respect to each structure they own, lease, rent or lawfully possess: (1) Maintain all exterior surfaces, including but not limited to doors, windows, door and window frames, cornices, porches, trim, balconies, decks, and fences, in good condition. (2) Maintain the roof and flashing of all structures so that they are sound, tight, free of moss, algae or defects that admit rain, attract pests or create a public nuisance. Maintain adequate roof drainage to prevent

dampness and deterioration in the walls and inside the structure. Maintain roof drains, gutters, and downspouts in good repair and free from obstructions.

FF. All persons who stand, sit, lay, remain or congregate upon any public street or sidewalk in the city in such manner as to obstruct, prevent or interfere with the free and unobstructed use of such street or sidewalk by other persons and who fails or refuses to move on or disperse upon being ordered to do so by any police officer, or other peace officer, are declared to be disorderly persons Except (1) When engaged in constitutionally protected activities or (2) A medical emergency or disability or (3) If otherwise allowed by law.

**8.04.060 Repealed.**

**8.04.070 Enforcement.**

The provisions of this chapter shall be enforced using the procedures established in the city's code enforcement chapter, Chapter 1.10 SMC, and references to "code" in that chapter shall include this chapter also.

**8.04.080 Repealed.**

**8.04.090 Repealed.**

**8.04.100 Repealed.**

**8.04.110 Repealed.**

**8.04.120 Repealed.**

**8.04.130 Repealed.**

**8.04.140 Repealed.**

Section 3. SMC Section 8.06.100, "Penalty," Amended. SMC Section 8.06.100, entitled "Penalty," is hereby amended to read as follows:

**Chapter 8.05**  
**CHRONIC NUISANCE PROPERTIES**

Sections:

<u>8.05.010</u>	<u>Intent</u>
<u>8.05.020</u>	<u>Definitions</u>
<u>8.05.030</u>	<u>Determination of chronic nuisance – Notice and demand</u>
<u>8.05.040</u>	<u>Violation – Penalty</u>
<u>8.05.050</u>	<u>Enforcement – City attorney</u>
<u>8.05.060</u>	<u>Continuing nuisance activities – Permitting a chronic nuisance</u>
<u>8.05.070</u>	<u>Diversion</u>

**8.05.010 Intent**

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People should be able to enjoy ownership, use and possession of property without negative interference from chronic nuisance properties. The intent of the Sultan city council in enacting this chapter is to exercise specific powers granted by the State of Washington to first class cities to prevent and abate nuisances, declare what shall be a nuisance, and abate the same, and to impose fines upon parties who create, continue, or suffer nuisances to exist. In addition, the council intends to exercise the specific power granted by the state to provide for the punishment of all practices dangerous to public health or safety, and to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits, and to provide for the arrest, trial, and punishment of all persons charged with violating city ordinances.

**8.05.020 Definitions**

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For purposes of this chapter:

- A. "Chief of Police" means the city of Sultan Chief of Police or the Chief's designee.
- B. A "chronic nuisance property" is:
  - 1. A property that, within any sixty-day period:
    - a. Has had three or more nuisance activities occur or exist upon the property; or
    - b. Has had three or more nuisance activities occur within two hundred feet of the property that involved the person in charge of the property and/or any person associated with the person in charge of the property; or
    - c. Had had nuisance activities either occur or exist upon the property or within two hundred feet of the property that involve the person in charge of the property and/or any person associated with the person in charge of the property for a combined total of three or more times.

2. A property that, within any three hundred sixty-five day period:
  - a. Has had seven or more nuisance activities occur or exist upon the property; or
  - b. Has had seven or more nuisance activities occur within two hundred feet of the property that involve the person in charge of the property and/or any person associated with the person in charge of the property; or
  - c. Has had nuisance activities either occur or exist upon the property or within two hundred feet of the property that involve the person in charge of the property and/or any person associated with the person in charge of the property for a combined total of seven or more times.
3. For the purposes of this section and Section 8.05.030(C), a person is associated with the person in charge of the property if he/she is on the property or within two hundred feet of the property as a guest or invitee of the person in charge of the property.
- C. "City attorney" means the city of Sultan city attorney or the city attorney's designee.
- D. "Control" means the power or ability to direct or determine conditions and/or activities located or occurring on a property.
- E. "SMC" means the Sultan Municipal Code, as in effect at the date of enactment of the ordinance codified in this section or as thereafter amended.
- F. "RCW" means the Revised Code of Washington, as in effect at the date of enactment of the ordinance codified in this section or as thereafter amended.
- G. "Nuisance activity" means:
  1. Any activities, behaviors or conduct violating any provisions of Title 8 SMC
- H. "Owner" means one or more persons, jointly or severally, in whom is vested all or any part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the property, including any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety of the whole or a part of such building or land.
- I. "Person" means an individual, group of individuals, corporation, government or governmental agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity.
- J. "Person in charge of the property" means any person in actual or constructive possession of the property, including but not limited to an owner, lessee, tenant or occupant with control of the property.
- K. "Property" means any property, including land and that which is affixed, incidental r appurtenant to land, including but not limited to any business or residence, grounds, vacant lots, facilities, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent.

### **8.05.030 Determination of chronic nuisance – Notice and demand.**

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A. When the Chief of Police receives Police reports documenting the existence of a chronic nuisance property, the Chief of Police may independently review such reports to determine whether the property is a chronic nuisance property as defined in this chapter.

B. If, following the review described in subsection A of this section, the Chief of Police determines that the property is a chronic nuisance property, the Chief of Police shall notify the person in charge of the property in writing that the property is a chronic nuisance property and demand that he/she cease and desist from allowing nuisance activities, as defined in this chapter, to continue.

1. The notice and demand shall contain substantially the following information:

a. The name and address of the person to whom the letter is issued:

b. The location of the property by address or other description sufficient for identification of the property;

c. A statement that the Chief of Police has determined the property to be a chronic nuisance property;

d. A concise description of the documented nuisance activities upon which the determination was based;

e. A warning that there is potential civil and/or criminal liability for continuing to allow nuisance activities, as defined in this chapter, to occur upon and/or within two hundred feet of the property; and

f. The name and telephone number of the Police department representative who is responsible for handling inquiries from the person in charge of the property or others with an interest in the property.

2. The notice and demand shall be served by means of personal service, or by mailing a copy of the notice to the person in charge of the property at his/her last known address, certified mail, return receipt requested, or by posting a copy of the notice and demand conspicuously upon the property.

3. The notice and demand must be served within thirty days of the occurrence of the last nuisance activity which qualified the property as a chronic nuisance property under the definitions of this chapter.

4. Proof of service shall be made by a written declaration under penalty of perjury by the person effecting the service, declaring the time and date of service and the manner by which service was made.

5. A copy of the notice and demand shall be served upon the owner of the property at the address shown on the tax rolls of the county in which the property is located and/or the occupant of the property at the address of the property, if these persons are different than the person in charge of the property.

C. The Chief of Police may refer the matter to the city attorney for enforcement if, within six months of service of the notice and demand, the Chief of Police receives an additional Police report documenting the occurrence of a nuisance activity:

1. Upon the property; or
2. Within two hundred feet of the property and involving the person in charge of the property or any person associated with the person in charge of the property.

### **8.05.030 Violation-Penalty.**

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A. Any property within the city that is a chronic nuisance property is in violation of this chapter and subject to the remedies described herein, and to the enforcement procedures, remedies and penalties set forth in Chapter 1.10, and to the enforcement procedures, remedies and penalties set forth in SMC Title 8.

B. Any person in charge of property that is a chronic nuisance property is in violation of this chapter and subject to the remedies described herein, and to the enforcement procedures, remedies and penalties set forth in Chapter 1.10, and to the enforcement procedures, remedies and penalties set forth in SMC Title 8 unless he/she can show that he/she is in compliance with a written plan of action that he/she has entered into with the city to abate the nuisance, as described in Section 8.05.070.

C. Whenever the city issues a violation citation to more than one person because of a violation of this chapter, those persons shall be jointly and severally liable.

### **8.05.050 Enforcement – City attorney.**

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A. Notwithstanding any other provision of the Sultan Municipal Code, the city attorney, on behalf of the city, is authorized to take appropriate action to enforce compliance with the provisions of this chapter. Said enforcement action may include, but is not limited to, any of the following remedies:

1. Issuance of a violation citation under Chapter 1.10.
2. Application to any court of competent jurisdiction for injunction, mandamus or other appropriate action or proceeding to prevent continuing nuisance activities at the property and/or restraining any person from violating any of the provisions of this chapter and compelling compliance with the provisions herein. The person shall pay all city costs, as defined in Section 1.10.200(A) of seeking such relief in the event the city is successful in obtaining the relief. Said costs and/or other penalties may be collected by assessment lien in accordance with Chapter 1.10.

B. Nothing in this chapter shall be construed to prevent or prohibit the city from pursuing immediate relief from nuisance activities at a property by any other means available by law, including but not limited to emergency relief under Chapter 1.10 and an order of the fire code official under the Sultan fire code. Penalty and enforcement provisions provided in this chapter shall not be deemed exclusive and the city may pursue any remedy or relief it deems appropriate.

C. The failure to prosecute and/or convict an individual for the violation(s) constituting the nuisance activities is not a defense to an action under this chapter.

#### **8.05.060 Continuing nuisance activities – Permitting a chronic nuisance.**

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- A. It shall be unlawful for any person to permit a chronic nuisance.
- B. Permitting a chronic nuisance occurs when a person:
1. Has been issued a violation citation under this chapter; and
  2. Has allowed any additional nuisance activity on the property within sixty days of issuance of the violation citation; and
  3. At the time of the additional nuisance activity occurred, the violation citation had not resulted in a hearing examiner's order.
- C. Permitting a chronic nuisance is a misdemeanor.
- D. Each nuisance activity that is allowed on the property as described in this section shall constitute a separate offense.
- E. It shall be a defense to permitting a chronic nuisance if the person in charge of the property can show that he/she is in compliance with a written plan of action that he/she has entered into with the city to abate the nuisance, as described in Section 8.05.070.

#### **8.05.070 Diversion.**

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If satisfied of the good faith of the person in charge of the property, the city attorney, in coordination with the Chief of Police, may enter into a stipulated agreement and/or order for abatement of nuisance activities with the person in charge of the property.

#### **8.06.100 Penalty.**

Except as otherwise provided in this chapter, any person violating any provision of this chapter or any permit issued pursuant to this chapter is guilty of a misdemeanor punishable by imprisonment for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000, or by both such imprisonment and fine. A person is guilty of a separate offense for each day or occurrence during which he or she commits, continues, or permits a violation of any provision of, or permit issued under, this chapter. The inclusion in this chapter of criminal penalties does not preclude enforcement of this chapter through civil means as provided in Chapter 1.10 SMC.

Section 4. Chapter 8.10 SMC, "Public Disturbance Noise," Amended. Chapter 8.10 SMC, entitled "Public Disturbance Noise," is hereby amended to read as follows:

## Chapter 8.07 CAMPING

Sections:

<u>8.07.010</u>	Unlawful camping.
<u>8.07.020</u>	Storage of personal property in public places.
<u>8.07.030</u>	Definitions.
<u>8.07.040</u>	Penalty for violations.
<u>8.07.050</u>	Parked recreational vehicles exempt.
<u>8.07.060</u>	Permit.

### **8.07.010 Unlawful camping.**

It shall be unlawful for any person to camp in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section 8.07.060:

- A. Any park;
- B. Any street;
- C. Any publicly owned parking lot or publicly owned area, improved or unimproved.

### **8.07.020 Storage of personal property in public places.**

It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section 8.07.060:

- A. Any park;
- B. Any street; or
- C. Any publicly owned parking lot or publicly owned area, improved or unimproved.

### **8.07.030 Definitions.**

The following definitions are applicable in this chapter unless the context otherwise requires:

A. Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

B. Camp facilities" include, but are not limited to, tents, huts, temporary shelters, or vehicles if said vehicle is being used as a temporary living quarters.

C. Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks or cooking facilities or equipment.

D. Park" means the same as defined in Section 9.06.020.

E. Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

F. Street" means any highway, lane, road, street, right-of-way, boulevard, alley, and every way or place in Everett open as a matter of right to public vehicular travel. (Ord. 2947-06 § 2, 2006: Ord. 2129-96 § 3, 1996)

### **8.07.040 Penalty for violations.**

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Violation of any of the provisions of this chapter is a misdemeanor, and shall be punished as follows:

A. First Offense. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than one thousand dollars or by imprisonment not to exceed ninety days, or by both such fine and imprisonment.

B. Second Offense. Every person who violates any of the provisions of this chapter a second time within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars or by imprisonment not to exceed ninety days, or by both such fine and imprisonment. One hundred dollars of the fine and one day of imprisonment shall not be suspended or deferred.

C. Third or Subsequent Offense. Every person who violates any of the provisions of this chapter a third or more times within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars or by imprisonment not to exceed ninety days, or by both such fine and imprisonment. Five hundred dollars of the fine and five days imprisonment shall not be suspended or deferred.

**8.07.050 Parked recreational vehicles exempt.**

The provisions of this chapter shall not apply to recreational vehicles parked on any street, or in any publicly owned parking lot or publicly owned area, improved or unimproved, if said recreational vehicle is not at that time being used as temporary living quarters.

For purposes of this chapter, "recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed in a trailer court as defined in Chapter 15.16

**8.56.060 Permit by Chief of Police.**

A. The chief of police is authorized to permit persons to camp, occupy camp facilities, use camp paraphernalia, or store personal property in parks, streets, or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Sultan, when from a consideration of the situation and from such other information as may otherwise be obtained, the Chief finds that;

1. Adequate sanitary facilities are provided and accessible at or near the camp site,
- 2 Adequate trash receptacles and trash collection is to be provided,
3. The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of private property owners, and
4. The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance
5. No permit shall be issued for a period of time in excess of seven calendar days

**Chapter 8.10**  
**PUBLIC DISTURBANCE NOISE**

Sections:

- 8.10.010 Definitions.
- 8.10.020 Exemptions.
- 8.10.030 Infraction.
- 8.10.040 Enforcement.
- 8.10.050 Separate offenses.
- 8.10.060 Punishment.
- 8.10.070 Evidence in proceedings.

**8.10.010 Definitions.**

For the purposes of this chapter, the following definitions shall apply:

‘Considerable number of people’ shall mean 3 or more people not living in the same residence

“Public disturbance noise” shall mean the following sources of sound which unreasonably annoy, disturbs or interferes with a considerable number of people:

- A. Frequent, repetitive or continuous sound from any horn or siren attached to a motor vehicle except as a warning of danger or specifically permitted or required by law;
- B. Frequent, repetitive or continuous sound in connection with the starting, operating, repairing, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine in any residential zone which unreasonably interferes with the peace, comfort and repose of owners or occupants of real property in the residential zone;
- C. Loud or raucous sound from any activity which unreasonably interferes with the operation of any school, church, hospital, sanitarium or nursing or convalescent facility;
- D. Frequent, repetitive or continuous sound which emanates from a building structure or property, and created by musical instrument, whistle, sound amplifier, stereo, jukebox, radio, television or other device capable of reproducing or creating sound, such as sounds originating from a band session, tavern operation or commercial sales lot which unreasonably interferes with the peace, comfort and repose of owners or occupants of nearby property;
- E. Sound from a motor vehicle audio sound system, such as a radio, tape player or compact disc player, when the volume is such that the sound can be clearly heard by a person of normal hearing at a distance of more than 50 feet from the vehicle itself;

F. Sound from carried or transported portable audio sound equipment, such as a radio, tape player or compact disc player, when the volume is such that the sound can be clearly heard by a person of normal hearing at a distance of more than 50 feet from the source of the sound;

G. Frequent, repetitive or continuous sound which emanates from a residence, structure or property, and created by audio sound equipment, musical instruments or social gatherings which unreasonably interferes with the peace, comfort and repose of owners or occupants of neighboring residential properties;

H. Sound from squealing or screeching of motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners except such sounds which arise from actions to avoid danger;

I. Sound originating from a motor vehicle on the public highway when the vehicle does not have a muffler in good working order or is otherwise not in compliance with applicable laws and regulations;

J. Sound from yelling, shouting, hooting, whistling or singing on or near the public streets occurring between the hours of 11:00 p.m. and 7:00 a.m. which unreasonably interferes with the peace, comfort and repose of owners or occupants of real property;

K. Sound originating from residential real property relating to temporary projects for the maintenance or repair of homes, grounds or appurtenances, including sounds from lawnmowers, power hand tools, snow removal equipment and the like when the same occurs between the hours of 10:00 p.m. and 7:00 a.m. weekdays and 10:00 p.m. and 9:00 a.m. on weekends;

L. Sounds originating from construction sites and activities, including but not limited to sounds from construction equipment, power tools and hammering between the hours of 10:00 p.m. and 7:00 a.m. weekdays and 10:00 p.m. and 9:00 a.m. on weekends except such sounds which arise from emergency construction work to protect public or personal health and safety.

#### **8.10.020 Exemptions.**

Though the following sources of sound may fall within the definitions of a “public disturbance noise” as defined in the previous section, the following sounds shall be exempt and shall not be a public disturbance noise:

A. Noise originating from aircraft in flight and sounds which originate in airports and are directly related to flight operations;

B. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety relief intent of the device;

- C. Noise created by fire or security alarms, or noise created by emergency equipment;
- D. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;
- E. Noise created by a special event so long as the event is in compliance with the terms and conditions of its special event permit;
- F. Noise created by natural phenomenon;
- G. Noise created by public utility facilities including electrical substations;
- H. Noise created from local school marching bands while practicing;
- I. Noise created by bells, chimes or carillon not operated for more than five minutes in any one hour from the hours of 7:00 a.m. to 10:00 p.m., but not including such noise as is artificially created and amplified and broadcast via loud speaker; and
- J. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad.
- K. Noise created while engaged in constitutionally protected conduct.

**8.10.030 Repealed.**

**8.10.040 Infraction – Enforcement.** It is unlawful and a civil infraction for any person to cause or allow to be emitted a nonexempt public disturbance noise as defined by this chapter.

Where the definition of “public disturbance noise” includes sound that unreasonably interferes with the peace, comfort and repose of owners or occupants of real property or neighboring property, a civil infraction notice may only be issued after receipt of such a complaint. In all other instances, a civil infraction notice may be issued without a complaint.

**8.10.050 Separate offenses.**

For enforcement purposes, sound emitted during separate days shall be deemed a separate violation. A day is a 24-hour period beginning with the first violation and infraction.

**8.10.060 Punishment.**

A first violation and infraction of this chapter shall be punished with a penalty of \$100.00. A second violation and infraction of this chapter shall be punished with a penalty of \$500.00. A third and/or subsequent violation and infraction of this chapter is a misdemeanor and shall be punished with a fine of \$500.00 and/or incarceration in jail for a period not to exceed 30 days.

### **8.10.070 Evidence in proceedings.**

In any proceeding under this chapter, evidence of sound level through the use of sound level meter readings shall not be necessary to establish the commission of the violation.

Section 5. SMC Section 16.120.100, "Appeals of development permit decisions," Amended. SMC Section 16.120.100, entitled "Appeals of development permit decisions," is hereby amended to read as follows:

#### **16.120.100 Appeals of development permit decisions.**

Notwithstanding any provision of this unified development code to the contrary, any aggrieved person may file an appeal with the hearing examiner of a permit decision or action by the community development director taken pursuant to this code within 10 calendar days thereof and such appeal shall be governed solely by the provisions of this section; provided, that appeals of enforcement and abatement actions related to this title shall be governed by the enforcement provisions of Chapter 1.10 SMC, as provided in SMC 16.132.010.

A. Procedure on Appeal. The hearing examiner, after having been duly notified that an appeal has been filed, shall authorize the city to give public notice of a public hearing on the appeal in a newspaper of general circulation. Such public notice shall be in the same form and shall have the same filing date requirements as prescribed in Chapter 16.124 SMC. The city shall also serve persons notice of such hearing who own property within 300 feet of the subject property, the applicant for the development permit, the aggrieved person (if different than the applicant), any person who has requested in writing to be notified of such public hearing date, the community development director and the planning board.

B. Effect of Filing on Appeal. The filing of a notice of appeal shall stay any proceedings in furtherance of the action appealed, unless the community development director certifies in writing to the hearing examiner and the applicant that a stay poses an imminent peril to life or property, in which case the stay shall not stay further proceedings. The hearing examiner may review such certification and grant or deny a stay of the proceedings.

C. Public Hearing. A public hearing on an appeal shall be held by the hearing examiner within 20 working days after the appeal is filed with the examiner and an action shall be taken by the hearing examiner within 15 working days after the conclusion of such public hearing. The hearing examiner may reverse, affirm or modify the decision, determination or interpretation appealed and, in so modifying, shall be deemed to have all of the powers of the community development director, from whichever the appeal is taken, including the power to impose reasonable conditions to be complied with by the applicant. The hearing examiner shall notify the community development director, the applicant for the permit, and the person or persons who filed the appeal of its decision by certified mail. Such notice shall be sent within five working days of the hearing examiner's action.

D. Rights of Parties. Consistent with rules adopted by the hearing examiner, appeal hearings before the hearing examiner shall allow the parties to:

1. Call and examine witnesses on any matter relevant to the issues of the hearing;
2. Introduce documentary and physical evidence;
3. Impeach any witness regardless of which party first called them to testify;
4. Rebut evidence against them;
5. Represent themselves or be represented by anyone of their choice who is lawfully permitted to serve in such capacity.

Section 6. Chapter 16.132 SMC, "Enforcement and Penalties," Amended. Chapter 16.132 SMC, entitled "Enforcement and Penalties," is hereby amended to read as follows:

**Chapter 16.132**  
**ENFORCEMENT AND PENALTIES**

Sections:

- 16.132.010 Administration.
- 16.132.020 Declaration of nuisance.
- 16.132.030 Repealed.
- 16.132.040 Repealed.
- 16.132.050 Repealed.
- 16.132.060 Technical review committee.
- 16.132.065 Repealed.
- 16.132.070 Misdemeanor.
- 16.132.080 Repealed.
- 16.132.090 Repealed.
- 16.132.100 Repealed.

**16.132.010 Administration.**

The building and zoning official, or his duly authorized representative or any other code enforcement officer as defined in SMC 1.10.020, is authorized to carry out enforcement and/or abatement actions pursuant to applicable provisions of Sultan Municipal Code, including but not limited to Chapter 1.10 SMC, and such other provisions as may be adopted by the Sultan city council.. The building and zoning official shall have the power to render interpretations of this title and to adopt and enforce rules and supplemental regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code.

**16.132.020 Declaration of nuisance.**

All violations of this unified development code are determined to be detrimental to the public health, safety and welfare, and are nuisances. All conditions which are determined by the building and zoning official or his duly authorized representative to be in violation of this code shall be subject to the provisions of Chapter 1.10 SMC.

**16.132.030 Repealed.**

**16.132.040 Repealed.**

**16.132.050 Repealed.**

**16.132.060 Technical review committee.**

A. There is established the enforcement technical review committee consisting of two designated representatives from the council and two representatives from the planning commission and the building official. The committee shall meet as required to carry out the functions specified in this title.

B. The functions of the committee are to provide oversight to the decisions of the building and/or zoning official to assure coordinated enforcement in cases involving multiple violations and to assure consistent and proportional enforcement of the city's code.

**16.132.065 Repealed.**

**16.132.070 Misdemeanor.**

As an alternative to any other judicial or administrative remedy provided in this title or by law or other code, any person who fully or knowingly violates the rules and regulations of this unified development code adopted thereunder, or any order issued pursuant to this code, or by each act of commission or omission procures, aids, or abets such violation, is guilty of a misdemeanor and upon conviction shall be punished by a fine, the amount of which shall be established by city council resolution. Each day and any portion of a day during which such violation occurs or continues is a separate misdemeanor offense.

**16.132.080 Repealed.**

**16.132.090 Repealed.**

**16.132.100 Repealed.**

Section 7. Repealer. Chapter 8.08 SMC, entitled "Fastening Animals to or Posting Placards on Structures," is hereby repealed in its entirety.

Section 8. Repealer. Chapter 16.136 SMC, entitled “Notice and Orders to Correct and/or Abate,” is hereby repealed in its entirety.

Section 9. Repealer. Chapter 16.144 SMC, entitled “Recovery of Civil Penalty and Cost of Abatement,” is hereby repealed in its entirety.

Section 10. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 11. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

CITY OF SULTAN

\_\_\_\_\_  
Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Laura Koenig, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy S. Mill, City Attorney

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_