CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
June 23, 2016

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS
1) Business Spotlight – Barn in the USA
2) Volunteer Spotlight – Rocky Walker

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) Public Works

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council.
1) Voucher Approval
2) Minutes of the June 9, 2016 Public Hearing on the 6-Year Transportation Improvement Plan
3) Minutes of the June 9, 2016 Council Meeing

ACTION ITEMS:
1) Gohr Road Waterline Bid Award
2) Booster Pump Station – Final Acceptance
3) Appointment of Student Representative to Council
4) WWTP Expansion Property Improvement
5) ILA County Property Designated Annexation

Executive Session:

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

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

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item: P- 1

Date: June 23, 2016

SUBJECT: Business Spotlight – Barn in the USA L.L.C.

CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

Donna Murphy

ISSUE:
The issue before the Council is to recognize Barn in the USA L.L.C. as the City of Sultan's Business Spotlight for June, 2016.

Barn in the USA L.L.C.

SUMMARY STATEMENT:

Charlene Kraut is the sole owner of Barn in the USA L.L.C., a small home based business in Sultan.

Charlene was born and raised in the greater Seattle area and when she was in High School, she and her friends would drive out to Sultan and the Sky Valley to camp at Olney Creek and explore logging roads.

Charlene met Ron Kraut from Lynnwood and got married. They looked for houses for a long time, at least 80 houses she said until they found the perfect house in Sultan. "It

felt like I was coming home, it felt right the very first time", Charlene exclaimed. And that was in 1994.

Barn in the USA LLC chickens reside in a comfortable coup on 2 ½ acres in the Sultan Basin in Snohomish County. Like most people, they loved the idea of having fresh eggs every day. A family friend gave them their first few hens and a rooster in 1996. In 2011, **Barn in the USA LLC** was licensed through the Washington State Department of Agriculture. In 2015, they started home delivery from Index to Snohomish.

They love their chickens and treat them as pets. They are egg-static they get to free range around the yard and forage. Their coup is securely fenced with heavy overhead bird netting to protect from predators. Their chicken coup has a large outside area partially covered in addition to 24/7 access to a room inside the barn. Nesting boxes are provided both inside and out.

They believe healthy chickens are happy chickens and will produce top quality eggs. Each dozen eggs range in color from dark brown to light brown, blue and white.

Since 1996 their flock has grown a quite a bit and now they are proud to provide farm fresh local eggs to you.

When asked how many chickens she has, Charlene quipped, "Chickens are hard to count..... I definitely have over 20". She doesn't want to grow her flock any larger, and replenishes every 3 years getting new chicks.

Charlene is comfortable with her customer base and wants to stay the size she's at now. She considers this a hobby she loves and the work load is perfect right now.

Charlene also works seasonally at "Down to Earth Farms", a former Business Spotlight.

Farm fresh eggs are **$4.25 per dozen**. Cash only.

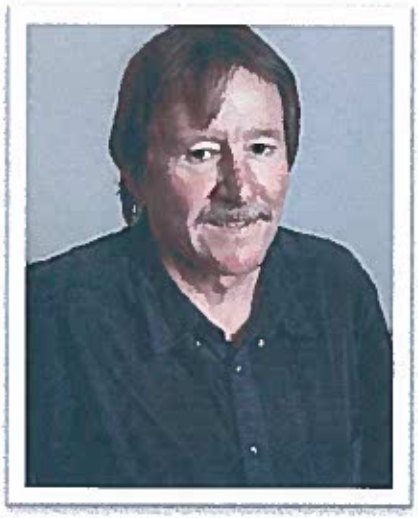
Call **Charlene at 425-876-8640** for delivery

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: P-2
DATE: June 23, 2016
SUBJECT: **Volunteer Spotlight – Rocky Walker**

CONTACT PERSON: Donna Murphy, Grants and Volunteer Coordinator

ISSUE: To recognize Rocky Walker as the City of Sultan's Volunteer Spotlight for June, 2016.



SUMMARY:

Rocky Walker was born in Idaho, moved to Lynnwood at 5 and moved to Sultan in 1969 and graduated from Sultan High School.

One sunny day in 1981 Rocky met Kathleen Schroeder, a very nice waitress at the Dutch Cup Restaurant. They eventually fell in love and got married. That was 33 years ago.

In the 80's and 90's Rocky was the drummer in the local band **The EZ Street Band**, playing country and 50's and 60's Rock and Roll. His favorite hobby now is playing golf with his granddaughter, Alyssa who started golfing with grandpa at age 7.

As a volunteer, Rocky started early. At 17, when he was still in high school in 1975 he joined the fire department and volunteered there for 5 years. Rocky graduated high school and EMT simultaneously in May, 1976.

He worked full time as a First Responder for Valley General Hospital. Then he moved out of the area to Spokane and moved back to Sultan in 2005, operating a Kitchen Design business.

Rocky closed his business in 2008 due to the downfall of the economy and became

very involved volunteering, starting as a Block Watch Captain.

Rocky and his lifelong friend, Andy Howe began pressure washing sidewalks in Sultan and they noticed the enormous amount of graffiti and wanted to do something about it.

He worked closely with the City of Sultan's Grants Coordinator, Donna Murphy to secure a Department of Justice Grant for Sultan and Gold Bar to purchase a self contained, 4,500 PSI pressure washer complete with hot water and 150' of high pressure hose as well as a 200 gallon water tank for the primary purpose to remove graffiti in Sultan and Gold Bar.

They were successful and received a $12,000 grant to purchase the pressure washer and cleaning supplies.

Rocky was approved to drive a City Vehicle to trailer the pressure washer to graffiti sites and worked closely with Andy Howe and Susie Hollenbeck, two other stellar community volunteers.

Working in concert with the police, they removed graffiti from several locations over a 2 year period and caught the attention of several TV and newspaper media. They logged the graffiti, took pictures and cleaned it up..... all within a 24 hour period.

They also used the new pressure washer to clean sidewalks and areas that needed to be painted. They repainted every crosswalk and parking stripe from 1st Street to JD Slicks.

Having won the war on graffiti, Rocky went back to work seasonally and eventually full time, year round as a Spray Technician at Echo Falls Golf Course.

Even though he had to scale back volunteering due to his job, Rocky still volunteers for Flood Response, overseeing the Sand Bag Operation. He's going to use his day off on June 24th to pressure wash the crosswalks on Main Street for the volunteers to paint on Saturday's Project Main Street.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	SR – 1
DATE:	June 23, 2016
SUBJECT:	Public Works Monthly Report
CONTACT PERSON:	Mick Matheson, P.E., Public Works Director

ISSUE:
Provide monthly reports to Council regarding:

- City of Sultan Water Plant Production and Operation
- Everett Meter Readings
- 2016 Water Meter Replacement Program
- 2016 Fire Hydrant Exercising Schedule
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report
- Field Supervisor Report

SUMMARY:
There are twelve total attachments. Seven attachments are designed to provide information regarding the City of Sultan's water production, a water supply comparison, water meter replacement program, fire hydrant exercising schedule and information on the Everett meter readings.

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

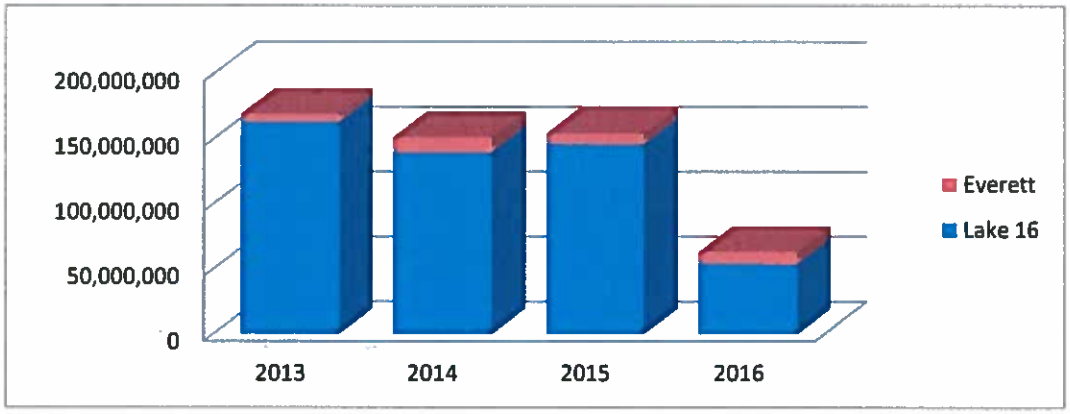
ATTACHMENTS:

Attachment A	Lake 16 vs. City of Everett Water Supply Comparison
Attachment B	Lake 16 Production for 2016
Attachment C	City of Sultan Water Plant Production Past 6 Years
Attachment D	Yearly Totals to Distribution System
Attachment E	2016 Water Meter Replacement Schedule
Attachment F	2016 Fire Hydrant Exercising Schedule
Attachment G	Everett Meter Readings for 2016
Attachment H	City of Sultan Wastewater Treatment Plant Operational Report
Attachment I	Garbage Report
Attachment J	Recycling Report
Attachment K	Cemetery Report
Attachment L	Field Supervisor Report

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2013	2014	2015	2016
Lake 16	163,185,000	140,098,000	146,316,550	53,906,250
Everett	6,154,544	11,577,544	8,277,372	9,487,632
Total Gallons	169,339,544	151,675,544	154,593,922	63,393,882
% Everett	4%	8%	5%	15%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

ATTACHMENT B

MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS	SODA ASH LBS
Jan-16	318.3	13,753,000	1,017,600	1,301,000	675,000	10,759,400	122.7	2.1	1,952	2,095	102.0	1819.0
Feb-16	286.8	12,102,000	691,200	1,115,000	607,500	9,688,300	105.2	2.0	1,568	1,693	102.0	1664.0
Mar-16	320.0	13,430,000	768,000	1,278,000	675,000	10,709,000	114.9	2.1	1,780	1,778	105.0	1952.0
Apr-16	228.1	12,951,000	787,200	1,434,000	708,750	10,021,050	103.7	2.1	1,743	1,758	97.0	1835.0
May-16	189.7	8,542,000	451,200	642,000	371,250	7,077,550	70.0	1.3	1,185	1,357	63.0	1,188.0
Jun-16						0						
Jul-16						0						
Aug-16						0						
Sep-16						0						
Oct-16						0						
Nov-16						0						
Dec-16						0						
TOTALS	1,342.9	60,778,000	3,715,200	5,770,000	3,037,500	48,255,300	516.5	9.6	8,228	8,681	469.0	8,458.0
AVERAGE	268.6	12,155,600	743,040	1,154,000	607,500		103.3	1.9	1,646	1,736	93.8	1,691.6

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

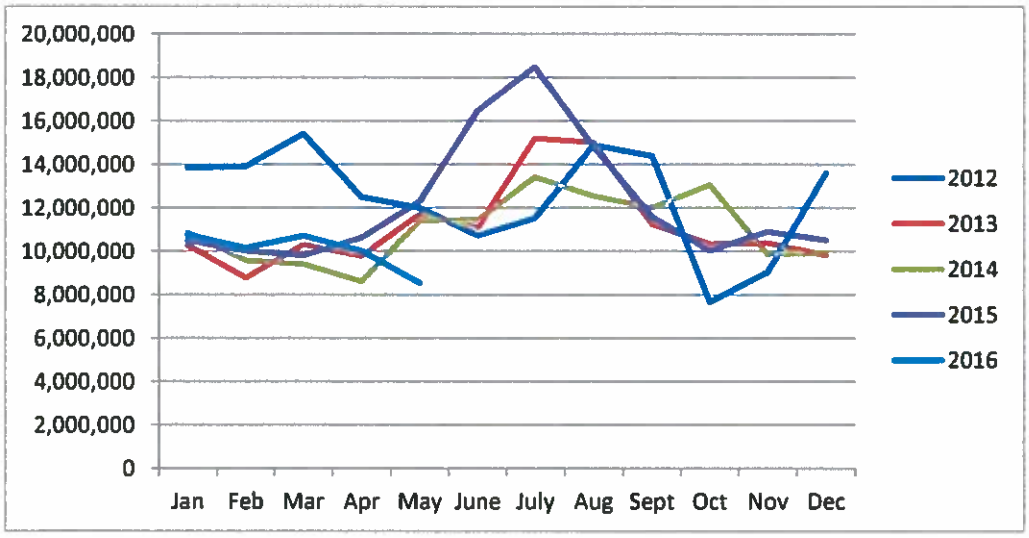
CITY OF SULTAN
Water Plant Production Past 6 years

	2011	2012	2013	2014	2015	2016
JAN	11,816,800	13,837,500	12,695,000	13,552,000	11,085,000	13,753,000
FEB	11,059,100	13,917,500	10,821,000	11,889,000	9,762,000	12,102,000
MARCH	11,246,150	15,413,700	12,453,000	11,968,000	12,339,000	13,430,000
APRIL	3,636,500	12,509,700	12,330,000	10,739,000	12,741,000	12,951,000
MAY	0	11,994,500	14,516,000	14,191,000	14,666,000	8,542,000
JUNE	0	10,721,850	13,654,000	14,036,000	19,483,000	
JUL	0	11,536,100	18,270,000	16,632,000	21,852,000	
AUG	0	14,897,550	16,369,000	15,095,000	17,011,000	
SEPT	0	14,403,400	13,820,000	14,458,000	13,864,000	
OCT	0	7,669,000	12,901,000	9,691,000	11,085,000	
NOV	4,359,500	9,048,000	13,074,000	10,339,000	10,910,000	
DEC	13,589,000	10,813,600	12,282,000	11,966,000	12,150,000	
AVG	4,642,254	12,230,200	13,598,750	12,879,667	13,912,333	12,155,600
TOTAL	**55,707,050**	**146,762,400**	**163,185,000**	**154,556,000**	**166,948,000**	**60,778,000**

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2012	2013	2014	2015	2016
Jan	13,837,500	10,271,500	10,896,750	10,494,970	10,759,400
Feb	13,917,500	8,778,600	9,565,500	10,011,458	10,160,288
Mar	15,413,700	10,295,800	9,414,140	9,808,262	10,709,000
Apr	12,509,700	9,775,750	8,608,100	10,624,748	10,021,050
May	11,994,500	11,709,190	11,414,350	12,312,858	8,542,000
June	10,721,850	11,106,400	11,442,950	16,476,104	
July	11,536,100	15,208,100	13,420,500	18,487,800	
Aug	14,897,550	15,005,000	12,551,110	14,820,546	
Sept	14,403,400	11,235,750	12,015,410	11,580,948	
Oct	7,669,000	10,349,400	13,065,976	10,030,402	
Nov	9,048,000	10,396,050	9,876,190	10,910,000	
Dec	13,589,000	9,823,500	9,933,596	10,513,822	
TOTAL	**149,537,800**	**133,955,040**	**132,204,572**	**146,071,918**	**50,191,738**
AVG	**12,461,483**	**11,162,920**	**11,017,048**	**12,172,660**	**10,038,348**

ALL NUMBERS ARE IN GALLONS



2016 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Beginning Balance			**25***
Jan-16	3	5	22
Feb-16	1	5	21
Mar-16	0	5	21
Apr-16	0	5	21
May-16	0	5	21
Jun-16		5	
Jul-16			
Aug-16			
Sep-16			
Oct-16			
Nov-16			
Dec-16			
TOTAL	4	25	

* All remaining meters are commercial.

2016 FIRE HYDRANT EXERCISING SCHEDULE

Month-Year	Actual # of FH's Exercised	Program Goal	Remaining FH's at Month End
Jan-16	14	20	84
Feb-16	5	20	79
Mar-16	42	20	37
Apr-16	26	20	11
May-16	15	10	16*
Jun-16			
Jul-16			
Aug-16			
Sep-16			
Oct-16			
Nov-16			
Dec-16			
TOTAL	102	90	

*Crew confirmed the amount left to flush to provide an accurate calculation.

Everett Meter Readings for 2016

DATE	PREVIOUS READING	CURRENT READING	TOTAL CUBIC FEET	TOTAL GALLONS	AVERAGE PER DAY
1/4/2016	188,241	189,830	158,900	1,188,572	38,341
2/1/2016	189,830	189,954	12,400	92,752	2,992
3/4/2016	189,954	190,585	63,100	471,988	16,857
4/5/2016	190,585	191,128	54,300	406,164	13,102
5/3/2016	191,128	191,959	83,100	621,588	20,720
6/8/2016	191,959	202,514	1,055,500	7,895,140	254,682
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
TOTALS			1,427,300	10,676,204	346,693

CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2015 - 2016

ATTACHMENT H

	Influent Flow (Max High allowed 0.72 MGD)				**Total Rainfall**	**Effluent PH** (Range allowed 6.0 - 9.0)		**Biological Oxygen Demand** (Range allowed 85% to 100%)	**Avg Suspended Solids** (Range allowed 85% to 100%)	**Sludge Wasted**	**Hauled**
MONTH	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)	Inches	PH Low	PH High	Avg % Reduction	Avg % Reduction	Gallons	Wet Tons
Jan-15	14,365	0.463	1.894	0.327	8.90	6.3	6.5	97.0	96.7	40,227	0.00
Feb-15	11,065	0.395	0.686	0.276	8.34	6.2	6.5	97.3	97.2	74,696	38.66
Mar-15	9,024	0.291	0.503	0.234	5.04	6.3	6.4	97.7	98.8	101,724	49.68
Apr-15	8,825	0.394	0.374	0.249	5.56	6.3	6.5	97.7	98.1	94,379	39.06
May-15	7,244	0.234	0.297	0.203	1.01	6.3	6.5	97.7	97.9	77,150	29.15
Jun-15	6,227	0.208	0.239	0.191	0.70	6.3	6.7	98.4	98.0	80,642	29.32
Jul-15	6,378	0.206	0.261	0.180	0.80	6.3	6.6	98.6	97.9	51,452	19.18
Aug-15	6,579	0.212	0.281	0.190	3.24	6.4	6.8	98.1	98.0	56,743	29.09
Sep-15	6,801	0.227	0.262	0.208	3.46	6.3	6.6	98.0	98.1	41,367	19.60
Oct-15	8,404	0.271	1.123	0.206	7.45	6.3	6.8	98.0	97.8	23,374	9.60
Nov-15	17,662	0.589	1.440	0.338	12.87	6.1	6.5	97.6	98.7	23,597	19.24
Dec-15	16,666	0.538	1.900	0.324	14.83	6.1	6.3	96.6	96.3	35,140	0
Jan-16	11,944	0.385	0.802	0.271	10.15	6.2	6.5	97.0	97.3	44,578	26.73
Feb-16	14,242	0.491	1.257	0.332	7.98	6.1	6.3	97.7	97.6	64,475	29.07
Mar-16	12,550	0.405	0.516	0.333	9.12	6.2	6.4	98.3	97.7	84,361	48.40
Apr-16	13,256	0.442	0.900	0.345	3.45	6.1	6.4	97.9	97.7	60,083	29.50
May-16	8,230	0.27	0.3	0.24	2.74	6.20	6.40	97.9	96.7	45,083	19.10
Jun-16											
Jul-16											
Aug-16											
Sep-16											
Oct-16											
Nov-16											
Dec-16											

2016 GARBAGE REPORT

ATTACHMENT I

	2015 TONS	2015 COST	2016 TONS	2016 COST
January	145.33	$15,261.00	153.49	$16,120.00
February	128.13	$13,455.00	142.60	$14,977.00
March	138.96	$14,593.00	147.95	$15,535.00
April	140.13	$14,715.00	156.23	$16,407.00
May	145.89	$15,320.00	149.39	$15,688.00
June	140.38	$14,743.00		
July	153.48	$16,093.00		
August	139.16	$14,612.00		
September	134.68	$14,144.00		
October	166.21	$17,015.00		
November	162.05	$16,589.00		
December	157.68	$16,542.00		
TOTALS	**1,752.08**	**$ 183,082.00**	**749.66**	**$78,727.00**

REPUBLIC SERVICES

City of Sultan
Customer Counts

Sector	Commodity	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total
Residential	Recycle	1,549	1,550	1,549	1,553	1,554								7,755
Commercial	Recycle	29	30	29	27	26								141
Multifamily	Recycle	6	6	6	6	6								30
Residential	Yardwaste	318	317	329	342	355								1,661
Commercial	Yardwaste	3	3	3	3	3								15
Multifamily	Yardwaste	1	2	2	2	2								9

City of Sultan
Tonnage

Sector	Commodity	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total
Commercial	Recycle	3.64	3.27	4.47	4.43	4.66								20.47
Multifamily	Recycle	2.69	3.20	2.93	0.29	0.33								9.44
Residential	Recycle	37.70	44.63	40.53	47.28	55.09								225.23
	Total Recycle	**44.03**	**51.10**	**47.93**	**52.00**	**60.08**	-	-	-	-	-	-	-	**255.14**
Commercial	Yardwaste	0.20	0.25	0.32	0.45	0.53								1.75
Multifamily	Yardwaste	2.17	2.64	3.46	0.30	0.36								8.93
Residential	Yardwaste	14.19	17.25	22.56	51.29	60.92								166.21
	Total Yardwaste	**16.56**	**20.13**	**26.34**	**52.04**	**61.81**	-	-	-	-	-	-	-	**176.88**

CEMETERY REPORT
BURIALS

103 Cemetery Operating Fund

Description	2016 BUDGET	2016 ACTUAL
Revenue		
Beginning Balance	0	19,004
Cemetery Fees	25,000	6,144
Investment Interest	100	0
Total Resources	25,100	25,148
Expenditures		
Total Expenditures	23,440	10,988
Ending Fund Balance	**1,660**	**14,160**

Burials	YTD 2016
Ash	1
Full	2

SULTAN CITY COUNCIL

AGENDA ITEM

DATE:	June 23, 2016
SUBJECT:	Public Works Projects-Update
CONTACT PERSON:	Connie Dunn, Public Works Supervisor

WATER:
Lake 16 Dam was repaired. The city is currently producing its own drinking water – THANKS to the Water Department Crew for a great job done. The water department crew is now checking weekly for beaver dam building activity.

PARKS:
Trying to keep up with the mowing of the parks; this type of weather is ideal for growing grass.

Working to get quotes on prep work on the Reiner Property so the city crew can mow and maintain the area to a park like condition. The approval to have a contractor perform the work is on the agenda.

WASTEWATER:
Brian Funk has been hired as the Wastewater Treatment Plant Supervisor; his start date is June 21st. Todd Strom has done a great job in the interim of stepping up and handling the management and day-to-day operations at the plant.

MISCELLANEOUS:
The city hired Vern Chittick as seasonal worker for 347 hours, per union contract, this summer to help with maintaining the city parks and streets

GARBAGE:
The utility crew is doing a great job of sharing responsiblities of operating the trucks and getting the job done in an efficient manner.

Prepared by
Connie Dunn

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 1

DATE: June 23, 2016

SUBJECT: Voucher Approval - 2016

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the vouchers for approval in the amount of $171,925.75 and payroll through June 3, 2016 in the amount of $74,232.95 to be drawn and paid on the proper accounts.

FISCAL IMPACT: $246,158.70

RECOMMENDATION:
Approve the payment of vouchers as submitted.

City Of Sultan
Voucher Approval
June 23, 2016

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/ 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 #31946,48	$ 3,835.24
Direct Deposit #12	$ 26,651.33
Benefits Check #31949-53	$ 30,863.03
Tax Deposit #12	$ 12,883.35
Accounts Payable Checks #31947,954-32003	$ 163,142.84
ACH Transactions - DOR	$ 8,782.91
TOTAL	$ 246,158.70

_____
Bob McCarty, Councilmember

_____
John Seehuus, Councilmember

_____
Rocky Walker, Councilmember

_____
Russell Wiita, Councilmember

_____
Joe Neigel, Councilmember

_____
Marianne Naslund, Councilmember

_____
Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 6/20/2016 - 10:56 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31954	06/23/2016	amtest	AM Test	120.00	0
31955	06/23/2016	App	Associated Petroleum Products Inc	880.35	0
31956	06/23/2016	Wilbert	Automatic Wilbert Vault Co.	762.10	0
31957	06/23/2016	BeckKuff	Beckwith & Kuffel	8,453.73	0
31958	06/23/2016	blueline	Blueline	3,773.80	0
31959	06/23/2016	bluetarp	BlueTarp Financial	66.98	0
31960	06/23/2016	cadman	Cadman, Inc.	4,781.86	0
31961	06/23/2016	Comcast	Comcast	794.62	0
31962	06/23/2016	ComWWTP	Comcast Business	200.61	0
31963	06/23/2016	Corin	Correctional Industries	608.58	0
31964	06/23/2016	CustBio	Custom Bioplastics	674.95	0
31965	06/23/2016	Journal	Daily Journal of Commerce	499.20	0
31966	06/23/2016	REdwards	Riley Edwards	196.86	0
31967	06/23/2016	EvUtil	Everett Utilities	1,293.00	0
31968	06/23/2016	EvDC	Evergreen District Court	537.21	0
31969	06/23/2016	Frontier	Frontier	144.83	0
31970	06/23/2016	GBGeek	Gold Bar Geek	1,281.56	0
31971	06/23/2016	Gray	Gray & Osborne Inc.	12,205.18	0
31972	06/23/2016	Groco	Groco, Inc	1,222.40	0
31973	06/23/2016	HoneyB	Honey Bucket	234.02	0
31974	06/23/2016	Kenyon	Kenyon Disend PLLC	2,413.80	0
31975	06/23/2016	landia	Landia, Inc.	1,059.00	0
31976	06/23/2016	napa	Monroe Parts House	123.44	0
31977	06/23/2016	OASYS	Oasys Office Automation Systems	43.36	0
31978	06/23/2016	OfcDepot	Office Depot	175.38	0
31979	06/23/2016	OwenE	Owen Equipment	4,730.96	0
31980	06/23/2016	PUD 1	PUD	3,226.10	0
31981	06/23/2016	PSE	Puget Sound Energy	117.86	0
31982	06/23/2016	QCL	QCL, Inc.	181.25	0
31983	06/23/2016	AllWaste	Republic Services	12,643.53	0
31984	06/23/2016	rh2	RH2 Engineering, Inc.	14,712.29	0
31985	06/23/2016	SkyCC	Sky Valley Chamber of Commerce	250.00	0
31986	06/23/2016	SCpubwor	Snohomish County Finance	15,688.00	0
31987	06/23/2016	SnoPlan	Snohomish County Planning and Deve	1,584.00	0
31988	06/23/2016	SoundPub	Sound Publishing Inc	263.16	0
31989	06/23/2016	titan	Titan Electric	1,920.55	0
31990	06/23/2016	trane	Trane US Inc	53,701.95	0
31991	06/23/2016	USBank	US Bank	164.00	0
31992	06/23/2016	UULC	Utilities Underground Location Center	13.86	0
31995	06/23/2016	Weed	Weed, Graafstra and Associates	994.50	0
31996	06/23/2016	WestShor	West Shore Services, Inc.	2,700.00	0
31997	06/23/2016	WLJ	White Lightning Janitorial	680.00	0
31998	06/23/2016	Zachor	Zachor and Thomas, Inc. P.S.	4,500.00	0
			Check Total:	160,618.83	

PR 12 2016

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 06/07/2016 - 8:58AM
Batch: 2-6-2016
Include Partial: FALSE

Check Date	Check Number	Employee No	Employee Name	Amount
06/10/2016	0	001	Laura Koenig	2,192.11
06/10/2016	0	002	Tami Pevey	1,111.12
06/10/2016	0	004	Donna Murphy	1,028.11
06/10/2016	0	007	Julie Addington	1,580.40
06/10/2016	0	010	Cynthia Sparks	1,589.15
06/10/2016	0	011	Janice Mann	1,166.91
06/10/2016	0	015	Kenneth Walker	3,163.14
06/10/2016	0	019	Michael Matheson	2,982.59
06/10/2016	0	020	Connie Dunn	2,073.84
06/10/2016	0	028	Todd Strom	2,445.51
06/10/2016	0	049	Victoria Forte	1,540.51
06/10/2016	0	120	Matthew Wood	1,694.33
06/10/2016	0	121	Jason Strauss	1,798.32
06/10/2016	0	125	Riley Edwards	1,163.42
06/10/2016	0	127	Michael Rains	1,121.87
	Total Employees:	15	Total:	26,651.33

PR 12 2016

Payroll

Computer Check Register

User: julie.addington
Printed: 06/07/2016 - 8:44AM
Batch: 00002-06-2016 Computer

Check No	Check Date	Employee Information		Amount
31946	06/10/2016	024	Michael Williams	2,435.66
31948	06/10/2016	029	James Barns	1,399.58
Total Number of Employees:	2		Total for Payroll Check Run:	3,835.24

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 6/7/2016 - 2:30 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31949	06/07/2016	Retire	Department of Retirement	887.50	0
31950	06/07/2016	Retire	Department of Retirement	7,687.86	0
31951	06/07/2016	AWCben	AWC Employee Benefit Trust	20,326.07	0
31952	06/07/2016	AWCben	AWC Employee Benefit Trust	40.20	0
31953	06/07/2016	WATeamTr	Washington Teamsters Welfare Trust	1,921.40	0
			Check Total:	30,863.03	

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 6/3/2016 - 10:37 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
31947	06/03/2016	usps	USPS	775.63	0
			Check Total:	775.63	

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 6/20/2016 - 11:38 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
32000	06/23/2016	Aramark	Aramark Uniform Services - AUS We	288.60	0
32001	06/23/2016	Aramark	Aramark Uniform Services - AUS We	516.87	0
32002	06/23/2016	lowes	Lowes	507.82	0
32003	06/23/2016	napa	Monroe Parts House	435.09	0
			Check Total:	1,748.38	

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
31947	06/03/2016	UTILITY WATER FUND	Communication	USPS	232.69
31947	06/03/2016	UTILITY SEWER FUND	Communication	USPS	232.69
31947	06/03/2016	UTILITY GARBAGE FUND	Communication	USPS	232.69
31947	06/03/2016	STORMWATER UTILITY FUND	Communication	USPS	77.56
31949	06/07/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.51
31949	06/07/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	23.00
31949	06/07/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.50
31949	06/07/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	3.49
31949	06/07/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	47.01
31949	06/07/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	43.49
31949	06/07/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	18.00
31949	06/07/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	14.00
31949	06/07/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	262.12
31949	06/07/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	57.39
31949	06/07/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	4.57
31949	06/07/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	8.88
31949	06/07/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	182.54
31949	06/07/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	83.00
31949	06/07/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	57.76
31949	06/07/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	31.24
31950	06/07/2016	GENERAL FUND	PERS Payable	Department of Retirement	199.03
31950	06/07/2016	STREET FUND	PERS Payable	Department of Retirement	11.71
31950	06/07/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	11.70
31950	06/07/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	11.71
31950	06/07/2016	GENERAL FUND	PERS Payable	Department of Retirement	89.01
31950	06/07/2016	STREET FUND	PERS Payable	Department of Retirement	5.24
31950	06/07/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	5.24
31950	06/07/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	5.23
31950	06/07/2016	GENERAL FUND	PERS Payable	Department of Retirement	563.80
31950	06/07/2016	STREET FUND	PERS Payable	Department of Retirement	179.80
31950	06/07/2016	CEMETERY FUND	PERS Payable	Department of Retirement	24.37
31950	06/07/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	24.09
31950	06/07/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	803.90
31950	06/07/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	526.21
31950	06/07/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	322.33
31950	06/07/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	155.24

31950	06/07/2016	GENERAL FUND	PERS Payable	Department of Retirement	1,030.03
31950	06/07/2016	STREET FUND	PERS Payable	Department of Retirement	328.50
31950	06/07/2016	CEMETERY FUND	PERS Payable	Department of Retirement	44.49
31950	06/07/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	43.94
31950	06/07/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,468.57
31950	06/07/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	961.27
31950	06/07/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	588.88
31950	06/07/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	283.57
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	36.59
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	11.48
31951	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.94
31951	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.66
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	22.91
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	21.68
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	9.27
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	7.42
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	238.54
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	24.20
31951	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.48
31951	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.82
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	216.07
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	65.36
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	69.86
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	45.90
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.31
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.15
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.68
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	0.54
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.63
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.69
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	36.58
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	11.46
31951	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.95
31951	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.64
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	22.94
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	21.65
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	9.28
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	7.45
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	238.52
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	24.25
31951	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.48

31951	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.82
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	216.03
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	65.39
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	69.80
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	45.94
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4,056.13
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	581.48
31951	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	130.31
31951	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	64.75
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4,850.62
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	1,728.30
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,924.38
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	996.84
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,072.40
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	418.57
31951	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	29.45
31951	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	60.56
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	851.32
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	792.79
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	324.36
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	266.32
31951	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.17
31951	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.43
31951	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.53
31951	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.47
31951	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.05
31951	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	7.80
31951	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	7.00
31951	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.55
31951	06/07/2016	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	570.13
31952	06/07/2016	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	17.09
31952	06/07/2016	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
31952	06/07/2016	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.60
31952	06/07/2016	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.81
31952	06/07/2016	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
31952	06/07/2016	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	17.09
31952	06/07/2016	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
31952	06/07/2016	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.60
31952	06/07/2016	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.81
31952	06/07/2016	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
31953	06/07/2016	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	518.36

31953	06/07/2016	STREET FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	106.42
31953	06/07/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	21.70
31953	06/07/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	13.30
31953	06/07/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	538.87
31953	06/07/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	Washington Teamsters Welfare Trust	281.57
31953	06/07/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	322.19
31953	06/07/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	118.99
31954	06/23/2016	UTILITY WATER FUND	Water - Testing	AM Test	120.00
31955	06/23/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	502.03
31955	06/23/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	61.28
31955	06/23/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	230.87
31955	06/23/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	15.11
31955	06/23/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	15.11
31955	06/23/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	15.11
31955	06/23/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	24.42
31955	06/23/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	2.98
31955	06/23/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	11.23
31955	06/23/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.74
31955	06/23/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.73
31955	06/23/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.74
31956	06/23/2016	CEMETERY FUND	Operating Supplies	Automatic Wilbert Vault Co.	-1,801.95
31956	06/23/2016	CEMETERY FUND	Operating Supplies	Automatic Wilbert Vault Co.	1,445.47
31956	06/23/2016	CEMETERY FUND	Operating Supplies	Automatic Wilbert Vault Co.	1,118.58
31957	06/23/2016	UTILITY SEWER FUND	Repair and Maintenance	Beckwith & Kuffel	8,453.73
31958	06/23/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Blueline	3,773.80
31959	06/23/2016	BUILDING MAINTENANCE FUND	Operating Supply	BlueTarp Financial	66.98
31960	06/23/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Cadman, Inc.	2,641.89
31960	06/23/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Cadman, Inc.	641.89
31960	06/23/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Cadman, Inc.	1,498.08
31961	06/23/2016	STREET FUND	Communication	Comcast	74.90
31961	06/23/2016	UTILITY WATER FUND	Communication	Comcast	74.90
31961	06/23/2016	UTILITY SEWER FUND	Communication	Comcast	74.90
31961	06/23/2016	UTILITY GARBAGE FUND	Communication	Comcast	74.90
31961	06/23/2016	STORMWATER UTILITY FUND	Communication	Comcast	74.90
31961	06/23/2016	GENERAL FUND	Communication	Comcast	91.02
31961	06/23/2016	UTILITY WATER FUND	Communication	Comcast	45.52
31961	06/23/2016	UTILITY SEWER FUND	Communication	Comcast	45.51
31961	06/23/2016	UTILITY GARBAGE FUND	Communication	Comcast	45.51
31961	06/23/2016	GENERAL FUND	Communication	Comcast	57.77
31961	06/23/2016	UTILITY WATER FUND	Communication	Comcast	38.51
31961	06/23/2016	UTILITY SEWER FUND	Communication	Comcast	38.51

31961	06/23/2016	UTILITY GARBAGE FUND	Communication	Comcast	38.51
31961	06/23/2016	STREET FUND	Communication	Comcast	19.26
31962	06/23/2016	UTILITY SEWER FUND	Communication	Comcast Business	200.61
31963	06/23/2016	UTILITY WATER FUND	Office Supplies	Correctional Industries	14.69
31963	06/23/2016	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	14.69
31963	06/23/2016	UTILITY SEWER FUND	Office Supplies	Correctional Industries	14.68
31963	06/23/2016	STREET FUND	Office Supplies	Correctional Industries	14.69
31963	06/23/2016	GENERAL FUND	Office/Operating Supplies	Correctional Industries	58.75
31963	06/23/2016	GENERAL FUND	Office/Operating Supplies	Correctional Industries	259.21
31963	06/23/2016	UTILITY WATER FUND	Office Supplies	Correctional Industries	28.98
31963	06/23/2016	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	28.99
31963	06/23/2016	UTILITY SEWER FUND	Office Supplies	Correctional Industries	28.98
31963	06/23/2016	STREET FUND	Office Supplies	Correctional Industries	28.99
31963	06/23/2016	GENERAL FUND	Office/Operating Supplies	Correctional Industries	115.93
31964	06/23/2016	GENERAL FUND	Office/Operating Supplies	Custom Bioplastics	674.95
31965	06/23/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Daily Journal of Commerce	499.20
31966	06/23/2016	GENERAL FUND	Uniforms	Riley Edwards	65.62
31966	06/23/2016	STREET FUND	Uniforms	Riley Edwards	65.62
31966	06/23/2016	UTILITY GARBAGE FUND	Uniforms	Riley Edwards	65.62
31967	06/23/2016	UTILITY WATER FUND	Water Service - Everett	Everett Utilities	1,293.00
31968	06/23/2016	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	537.21
31969	06/23/2016	UTILITY WATER FUND	Communication	Frontier	144.83
31970	06/23/2016	INFORMATION TECHNOLOGY FUND -	Capital - Equipment	Gold Bar Geek	1,281.56
31971	06/23/2016	STREET IMPROVEMENT FUND	4th and 5th Street Project	Gray & Osborne Inc.	12,205.18
31972	06/23/2016	UTILITY SEWER FUND	Professional Service	Groco, Inc	1,222.40
31973	06/23/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	111.65
31973	06/23/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	98.30
31973	06/23/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	24.07
31974	06/23/2016	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	2,209.99
31974	06/23/2016	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	83.81
31974	06/23/2016	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	120.00
31975	06/23/2016	UTILITY SEWER FUND	Repair and Maintenance	Landia, Inc.	1,059.00
31976	06/23/2016	UTILITY SEWER FUND	Small Tools/Minor Equipment	Monroe Parts House	86.32
31976	06/23/2016	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	37.12
31977	06/23/2016	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23
31977	06/23/2016	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23
31977	06/23/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	7.22
31977	06/23/2016	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23
31977	06/23/2016	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23
31977	06/23/2016	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	7.22
31978	06/23/2016	UTILITY WATER FUND	Office Supplies	Office Depot	21.92

31978	06/23/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	21.93
31978	06/23/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	21.92
31978	06/23/2016	STREET FUND	Office Supplies	Office Depot	21.92
31978	06/23/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	87.69
31979	06/23/2016	UTILITY WATER FUND	Vehicle Repair	Owen Equipment	2,365.48
31979	06/23/2016	UTILITY SEWER FUND	Vehicle Repair	Owen Equipment	2,365.48
31980	06/23/2016	STREET FUND	Utilities	PUD	50.35
31980	06/23/2016	UTILITY WATER FUND	Utilities	PUD	22.05
31980	06/23/2016	UTILITY SEWER FUND	Utilities	PUD	22.05
31980	06/23/2016	UTILITY GARBAGE FUND	Utilities	PUD	22.05
31980	06/23/2016	STREET FUND	Utilities	PUD	22.05
31980	06/23/2016	GENERAL FUND	Utilities	PUD	86.55
31980	06/23/2016	STREET FUND	Utilities	PUD	8.30
31980	06/23/2016	STREET FUND	Utilities	PUD	65.64
31980	06/23/2016	STREET FUND	Utilities	PUD	1,691.63
31980	06/23/2016	STREET FUND	Utilities	PUD	761.42
31980	06/23/2016	STREET FUND	Utilities	PUD	105.36
31980	06/23/2016	GENERAL FUND	Utilities	PUD	215.73
31980	06/23/2016	GENERAL FUND	Utilities	PUD	16.29
31980	06/23/2016	GENERAL FUND	Utilities	PUD	16.85
31980	06/23/2016	STREET FUND	Utilities	PUD	119.78
31981	06/23/2016	GENERAL FUND	Utilities	Puget Sound Energy	35.49
31981	06/23/2016	GENERAL FUND	Utilities	Puget Sound Energy	40.23
31981	06/23/2016	STREET FUND	Utilities	Puget Sound Energy	10.54
31981	06/23/2016	UTILITY WATER FUND	Utilities	Puget Sound Energy	10.53
31981	06/23/2016	UTILITY SEWER FUND	Utilities	Puget Sound Energy	10.54
31981	06/23/2016	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	10.53
31982	06/23/2016	UTILITY GARBAGE FUND	Miscellaneous	QCL, Inc.	181.25
31983	06/23/2016	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Republic Services	12,643.53
31984	06/23/2016	SEWER SYSTEM IMPROVEMENT FUND	Professional Service Engineeri	RH2 Engineering, Inc.	8,371.92
31984	06/23/2016	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	2,373.83
31984	06/23/2016	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	2,006.99
31984	06/23/2016	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	1,959.55
31985	06/23/2016	GENERAL FUND	Economic Development	Sky Valley Chamber of Commerce	250.00
31986	06/23/2016	UTILITY GARBAGE FUND	Intergovernmental - Disposal F	Snohomish County Finance	15,688.00
31987	06/23/2016	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Planning and Development Services	1,584.00
31988	06/23/2016	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	25.80
31988	06/23/2016	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	237.36
31989	06/23/2016	INSURANCE CLAIMS FUND	Professional Services	Titan Electric	1,169.14
31989	06/23/2016	UTILITY SEWER FUND	Repair and Maintenance	Titan Electric	751.41
31990	06/23/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Trane US Inc	8,482.67

31990	06/23/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Trane US Inc	45,219.28
31991	06/23/2016	GENERAL FUND	Bank Fees	US Bank	164.00
31992	06/23/2016	UTILITY WATER FUND	Miscellaneous	Utilities Underground Location Center	6.93
31992	06/23/2016	UTILITY SEWER FUND	Miscellaneous	Utilities Underground Location Center	6.93
31995	06/23/2016	LID GUARANTY AND BOND FUND	Professional Services	Weed, Graafstra and Associates	994.50
31996	06/23/2016	GENERAL FUND	Repair and Maintenance	West Shore Services, Inc.	2,700.00
31997	06/23/2016	UTILITY WATER FUND	Professional Service - General	White Lightning Janitorial	186.65
31997	06/23/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	186.65
31997	06/23/2016	UTILITY GARBAGE FUND	Professional	White Lightning Janitorial	186.70
31997	06/23/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	120.00
31998	06/23/2016	GENERAL FUND	Professional Services - Prosec	Zachor and Thomas, Inc. P.S.	4,500.00
32000	06/23/2016	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	2.17
32000	06/23/2016	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	10.10
32000	06/23/2016	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	10.11
32000	06/23/2016	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	9.39
32000	06/23/2016	STREET FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	2.16
32000	06/23/2016	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	2.17
32000	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	1.24
32000	06/23/2016	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	6.70
32000	06/23/2016	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	31.26
32000	06/23/2016	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	31.26
32000	06/23/2016	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	29.03
32000	06/23/2016	STREET FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	6.70
32000	06/23/2016	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	6.70
32000	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	1.24
32000	06/23/2016	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	1.91
32000	06/23/2016	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	8.89
32000	06/23/2016	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	8.89
32000	06/23/2016	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	8.25
32000	06/23/2016	STREET FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	1.91
32000	06/23/2016	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	1.90
32000	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	1.24
32000	06/23/2016	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	8.25
32000	06/23/2016	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	8.89
32000	06/23/2016	STREET FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	1.91
32000	06/23/2016	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	1.90
32000	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	1.24
32000	06/23/2016	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	1.91
32000	06/23/2016	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	8.89
32000	06/23/2016	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	4.17
32000	06/23/2016	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	19.46

32000	06/23/2016	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	19.45
32000	06/23/2016	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	18.07
32000	06/23/2016	STREET FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	4.17
32000	06/23/2016	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS West Lockbox	4.17
32000	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	2.90
32001	06/23/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox	14.44
32001	06/23/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.44
32001	06/23/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.43
32001	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.44
32001	06/23/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.44
32001	06/23/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox	33.55
32001	06/23/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	33.56
32001	06/23/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	33.55
32001	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	33.56
32001	06/23/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	33.55
32001	06/23/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox	26.19
32001	06/23/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	26.20
32001	06/23/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	26.19
32001	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	26.20
32001	06/23/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	26.19
32001	06/23/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox	14.61
32001	06/23/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.60
32001	06/23/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.61
32001	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.60
32001	06/23/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.61
32001	06/23/2016	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services - AUS West Lockbox	14.58
32001	06/23/2016	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.58
32001	06/23/2016	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.59
32001	06/23/2016	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.58
32001	06/23/2016	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS West Lockbox	14.58
32002	06/23/2016	UTILITY WATER FUND	Operating Supply	Lowes	40.00
32002	06/23/2016	STREET FUND	Office/Operating Supplies	Lowes	23.57
32002	06/23/2016	STREET FUND	Office/Operating Supplies	Lowes	444.25
32003	06/23/2016	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	435.09
				TOTAL	**194,005.87**

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 2

DATE: June 23, 2016

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the June 9, 2016 Public Hearing on the Six-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 9, 2016

PUBLIC HEARING:
The Public Hearing on the Six Year Transportation Program was called to order by Mayor Eslick. Councilmembers present: McCarty, Seehuus, Wiita, Naslund, Walker, Neigel.

Staff:
The issue is to review the staff recommended changes to the 2017-2022 Transportation Improvement Plan (TIP).

State and Regional Transportation Planning
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.
The Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PRSC) use Local TIPs as a tool for coordinating the transportation programs of local jurisdictions with those of regional agencies. PSRC also monitors Local TIPs for projects of regional significance (to be modeled for Air Quality conformity) and projects supported by federal funds. These projects are incorporated into the Regional TIP, which is then forwarded for inclusion in the State TIP.

Local Transportation Planning
In 2011, the City updated its Comprehensive Plan which includes a Capital Facilities Element and Transportation 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. The importance of the City of Sultan TIP is that, in most cases, projects must be included on the Local TIP to be eligible for state and federal grant programs. The proposed Local TIP includes several projects that would compete well against state and federal grant program criteria.

Sultan Six-Year TIP
The proposed City of Sultan 2017-2022 Local TIP carries forward several of the projects from the 2016-2021 TIP:

1. T-39 Pavement Overlay Program
2. T-45 4th & 5th Street Reconstruction
3. T-70 1st Street Sidewalk
4. NM-3 Sidewalk Spot Improvements
5. NM-4 Sidewalk/Trail Improvements/Enhancements
6. NM-8 US-2 Pedestrian Crossing
7. NM-9 Sultan River Trail

New projects proposed for the 2017-2022 TIP include:

1. T-38 1st Street Reconstruction from High Avenue to Trout Farm Road
2. T-71 4th Street Overlay from Fir Avenue to High Avenue
3. T-72 Old Owen Road Reconstruction from US2 to north City limits

The city has spent the last ten years improving key intersections with US2 such as the WSDOT roundabout at Rice Road, key choke points such as 5th Street, Old Owen Road and Sultan Basin Road. The 2017-2022 TIP focuses on street reconstruction and preservation projects, and pedestrian improvements.

The City's TIP is predominantly grant driven. Transportation Impact Fees may only be used for projects that add capacity, and may not be used for preservation, maintenance, or reconstruction. Excise Tax (REET) is a revenue resource, but is a minor component of available funding. The Street Fund (also a minor component of available funding) has historically been used for road preservation projects that are strategically selected annually to address street maintenance for those roadways that have not broken down to the point of requiring a total re-build.

The 2017-2022 TIP is based on the 2011 Comprehensive Plan. The Transportation element proposes a series of transportation improvements, both in facilities and in policy, to help Sultan address current and expected issues while maintaining an effective and acceptable transportation system. The 2017-2022 TIP is compliant because it is based on a compliant Transportation Element that meets the standards of RCW 36.70A.070(6). The 2017-2022 TIP provides a multiyear financing plan based on the needs identified in the comprehensive plan, the appropriate parts of which serve as the basis for the six-year TIP required by RCW 35.77.010.

Public Input:
None

On a motion by Councilmember Wiita, seconded by Councilmember Walker, the public hearing was closed. All ayes.

_____
Carolyn Eslick, Mayor

_____
Laura J. Koenig, City Clerk

CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
June 23, 2016

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS
1) Business Spotlight – Barn in the USA
2) Volunteer Spotlight – Rocky Walker

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) Public Works

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council.
1) Voucher Approval
2) Minutes of the June 9, 2016 Public Hearing on the 6-Year Transportation Improvement Plan
3) Minutes of the June 9, 2016 Council Meeing

ACTION ITEMS:
1) Gohr Road Waterline Bid Award
2) Booster Pump Station – Final Acceptance
3) Appointment of Student Representative to Council
4) WWTP Expansion Property Improvement
5) ILA County Property Designated Annexation

Executive Session:

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

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

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 3

DATE: June 23, 2016

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the June 9, 2016 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:
Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – June 9, 2016

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

CHANGES/ADDITIONS TO THE AGENDA:
Add Executive Session at 7:30 PM
Add: Excused absence of Councilmember Beeler to Consent Agenda

Councilmember Wiita moved to approve the amended agenda, second Councilmember Walker. All ayes.

PRESENTATIONS:
Lead Testing
The issue before the City Council is to hear a presentation regarding the presence of lead in Sultan's potable water. Lead in public drinking water has been a hot topic in the news headlines with communities such as Flint, Michigan coming under fire for elevated levels of lead in their drinking water. The City of Sultan has been testing for lead in our drinking water ever since the Washington State Department of Health mandated lead testing in the 1990's. The city has never had a lead test result that exceeded allowable Department of Health standards.
Lead and copper generally do not occur in significant amounts in source water like other drinking water contaminants. Sultan's primary source of water is from Lake 16, which is fed by springs. Lead in drinking water results primarily from corrosion of building plumbing such as lead soldered joints in copper piping and faucets and other fixtures made of brass or bronze alloys containing lead. The primary source of copper in drinking water is corrosion of copper pipes and fixtures.
High acidity causes corrosion in drinking water. The measure of how acidic basic water is called pH. The range goes from 0 - 14, with 7 being neutral. pHs of less than 7 indicate acidity, and a pH of greater than 7 indicates a base. The City of Sultan's drinking water typically has a pH of 7.6. This is achieved by adding caustic soda as part of the treatment train at the Water Treatment Plant.
There has been recent concern regarding lead levels in the drinking water at Sultan's schools. Sultan School District requested that the City collect water samples and test for lead using new protocol developed for schools by the Washington State Department of Health. The City collected twelve samples from Sultan Elementary, seven samples from Sultan Middle School, and eleven samples from Sultan High School on Wednesday, May 18, 2016. The samples were taken from drinking fountains, kitchen sinks and sinks in classrooms early in the morning before any water was used in each building per Washington State Department of Health protocol. The test results were provided to the City on May 20, 2016 by Am Test Inc. All samples showed lead levels well below 20 parts per billion, which is the Washington State Department of Health recommended maximum lead standard for schools.

CRS (Community Rating System)
The National Flood Insurance Program (NFIP) Community Rating System (CRS) was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the minimum NFIP standards. Any community in full compliance with the minimum NFIP floodplain management requirements may apply to join the CRS.
All communities start out as a Class 10 rating (which provides no discount). There are 10 CRS classes: Class 1 requires the most credit points and gives the greatest premium discount; Class 10 identifies a community that does not apply for the CRS, or does not obtain a minimum number of credit points and receives no discount.

There are 18 activities recognized as measures for eliminating exposure to floods. Credit points are assigned to each activity. The activities are organized under 4 main categories: Public information, Mapping and regulation, Flood Damage Prevention and Flood Preparedness (warning and response). Once a community applies to the appropriate Federal Emergency Management Agency (FEMA) region for the CRS Program and it's implementation is verified, FEMA sets the CRS classification based upon the credit points. The classification determines the premium discount for policyholders. Premium discounts ranging from 5% to a maximum of 45% will be applied to eligible policies written in a community as recognition of the floodplain management activities instituted.
The City of Sultan has been in the CRS Program since October 1, 2003 with a beginning Classification of 8 (10% discount). In 2007 we received a Classification of 7 (15% discount) and in 2014 a Classification of 6 (a 20% discount) which we currently maintain today.
Our current FIRM Maps are still November 8, 1999. The updated maps will provide some Sultan citizens relief from flood insurance all together and for some require them to have flood insurance where they were not required to before.
Another complicated component of the new maps are the LOMA's and LOMR-F's. Most of Sultan's LOMA/LOMR-F's will not be revalidated by FEMA with the new DFIRM's. So the Readers Digest version, developments that were built on fill to be above the base flood elevation and not require flood insurance, may now be required by their lenders to carry flood insurance on their property or the property owner can pay for and get an elevation certificate to prove they are not in a flood zone.
The most important thing to remember tonight is, that the more activities we can do that directly involve the CRS program, the more money we can save the citizens of Sultan.

Executive Session: On a motion by Councilmember Seehuus, seconded by Councilmember Naslund, the Council adjourned to executive session at 7:30 Pm for fifteen minutes to discuss pending litigation. All ayes. The Council returned to regular session at 7:45 PM.

COMMENTS FROM THE PUBLIC:
Kay George: Asked why the vactor truck was up by the Chevron station. Lawn mower cost for WWTP is reasonable priced and appropriate unlike other one for water plant.

COUNCILMEMBER COMMENTS
McCarty: The Sportsman's Club sponsors students to attend the Conservation camps and have two for this summer; they would like to see more apply. Teen night will close down for the summer due to a lack of volunteers.

Naslund: Siren test will be held on June 25th.

Mick Matheson: Provided an update on the dam repair. It is fully operational and the lake is full and we are using city water again. The cost of the repairs was $12-13,000 and most work was completed by city staff. Mike Williams and Jason Strauss worked hard to get it fixed in efficient manner. As a part of the 4th/5th street projects, the city will also be replacing water and sewer lines under the street and along Highway 2. The City hired a company to clean and TV the lines.

Chief Monte Beaton: Police are still looking for suspect that escaped arrest on May 24th by jumping in the river. The river has been searched several times and he has been reported as a missing person by the family. Persons on property in the Sultan Basin area have been evicted and have 45 days to contact an agent of the Wall's to retrieve items.

CITY OF SULTAN COUNCIL MEETING – June 9, 2016

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

1) Code Enforcement
2) Grants
3) Planning Board minutes

PUBLIC HEARING

1) 6-Year Transportation Improvement 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 Wiita, seconded by Councilmember Naslund, the consent agenda was approved as amended. McCarty – aye, Seehuus – aye; Walker – aye; Wiita – aye, Neigel – aye; Naslund – aye.

1) Minutes of the May 26, 2016 Council meeting as on file in the Office of the City Clerk
2) Voucher Approval in the amount of $139,064.81 and payroll through May 20, 2016 in the amount of $56,248.72 to be drawn and paid on the proper accounts.
3) Adoption of Ordinance 1239-16 - Garbage Rates to add charge for extra garbage.
4) Excused absence of Councilmember Beeler from the June 9, 2016 Council meeting.

ACTION ITEMS:

Resolution 16-10 6 Year Transportation Improvement Plan

Authorize the Mayor to sign Resolution 16-10 approving the 6-year (2017-2022) 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 16-10 to adopt the 2017-2022 Transportation Improvement Plan.

On a motion by Councilmember Wiita, seconded by Councilmember Walker, the Mayor was authorized to sign Resolution 16-10 approving the 6-year (2017-2022) Transportation Improvement Plan. All ayes.

Oxidation Ditch Rotor Repair

The issue before the council is to authorize the Mayor to sign a service agreement with Pump Tech Inc. to repair the oxidation ditch rotor for an amount not to exceed $8,565 including sales tax and a ten percent contingency without prior authorization from city council.

The oxidation ditch rotor is experiencing issues and is in need of repair. Two vendors were contacted.

Bidder	Quote (with tax)
Beckwith & Kuffel	$10,890.00
Pump Tech	$7,786.35

On a motion by Councilmember Naslund, seconded by Councilmember Wiita, the Mayor was authorized to sign a service agreement with Pump Tech Inc. to repair the oxidation ditch rotor for an amount not to exceed $8,565 including sales tax and a ten percent contingency without prior authorization from city council. All ayes.

WWTP – Lawn Mower Purchase

The issue before the council is to authorize the purchase of a 50" Deck with Shaft Drive Cub Cadet Lawn Mower from Town & Country Tractor, Inc. The purchase of this lawnmower is included in the 2016 Sewer Capital Equipment Budget.

The Wastewater Treatment Plant maintains the lawn as time allows at the WWTP and the adjacent city properties and Sportsman Park. The prior Cub Cadet the Sewer plant purchased has reached the end of its useful life. The new lawnmower would be dedicated to the WWTP property providing the needed flexibility for the plant operators.

Bidder	Quote (with tax)
Town & Country Tractor, Inc. GS-XTE Enduro	$5,055.96
John Deere – X570	$6,859.61

The 2016 Sewer Equipment Capital Equipment Operating Budget is $30,000. A lawnmower was included as a line item.
On a motion by Councilmember Naslund, seconded by Councilmember Walker, the Wastewater Treatment Plant Staff was authorized to purchase the 50" Deck, Shaft Drive Cub Cadet Lawn Mower, not to exceed $5,056, including sales tax without prior council approval. All ayes.

Ordinance 1240-16 - Building Codes
The issue is the adoption of Ordinance 1240-16, amending Sultan Municipal Code (SMC) 15.01 to adopt the 2015 Washington State Building Code except for Appendix Q, Dwelling Unit Fire Sprinkler Systems, Chapter 19.27 and 70.92 of the Revised Code of Washington (RCW), with certain amendments specified by the City of Sultan.
The building codes are adopted by the City in SMC Title 15.01. For this update it is only necessary to amend the existing Chapter 15.01 to indicate the current versions of the codes that are being adopted. The Codes themselves are not reproduced in the SMC, as they are too large. SMC Chapter 15.01 adopts the codes by reference so the code language only lists the codes to be adopted and does not reproduce the code language itself.
The adopting Ordinance would also lists any exceptions or modifications that the City is choosing to enact that are different than the standard State adoption. The City can only adopt exceptions that are authorized by the State. The City cannot choose to exclude mandatory portions of the State adopted Code.
On a motion by Councilmember Wiita, seconded by Councilmember Naslund, Ordinance 1240-16 was adopted. All ayes.

Adjournment: On a motion by Councilmember Wiita, seconded by Councilmember Naslund, the meeting adjourned at 8:20 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-1

DATE: June 23, 2016

SUBJECT: Gohr Road Water Main Project Bid Award and 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 ten percent contingency and authorize the Mayor to sign a contract (Attachment A) with Ponderosa Pacific, Inc. not to exceed $84,560 without prior authorization from City Council to construct the Gohr Road Water Main project.

ALTERNATIVES:

1. Award the base bid plus a ten percent contingency and authorize the Mayor to sign a contract with Ponderosa Pacific, Inc. not to exceed $84,560 without prior authorization from City Council to construct the Gohr Road Water Main project.

2. Do not award the base bid and contingency and direct staff to areas of concern.

STAFF RECOMMENDATION:
Award the base bid plus a ten percent contingency and authorize the Mayor to sign a contract with Ponderosa Pacific, Inc. not to exceed $84,560 to construct the Gohr Road Water Main project.

SUMMARY:
The Snohomish County Council approved funding for the Gohr Road Water Main project in 2015. The City of Sultan was awarded $76,990 for engineering and construction to complete the project.

The scope of work includes installation of approximately 550 lineal feet of 8-inch ductile iron water main and appurtenances, four new or modified water services, one new air vacuum assembly, one new fire hydrant and connections including associated trench patching and restoration.

The City publicly advertised for construction bids in both the Everett Herald and the Daily Journal of Commerce.

The City received six bids in amounts ranging from $76,872.51 to $134,987.00. The Engineer's Estimate was $84,566.00. The public bid opening was held on June 8, 2016. Ponderosa Pacific, Inc. was announced as the apparent low bidder at the public bid opening.

Each proposal was checked for correctness of the extensions and the total price. There were a few errors found in the proposals, although none of the errors affected the bid selection process.

The following is a summary of the bid results. The total bid amounts include sales tax at 8.9 percent.

Company	Base Bid
Ponderosa Pacific	$76,872.51
US Vet LLC	$82,979.62
Carman's Construction	$96,357.93
Agostino Construction Inc.	$96,948.22
SRV Construction Inc.	$104,428.57
Accord Contractors	$134,987.00

FISCAL IMPACT:

The amount of available project funding for construction from the CDBG grant is $50,548.00. The City committed $25,000 in Water Capital Funds as part of the grant application. The 2016 Water Capital Budget includes $25,000 specifically for this project.

Contract Amount (with 10% contingency)	Available Funding
$84,560	CDBG Grant $50,548
	City Funds $25,000
	Total $75,548

The project has a budget shortfall of $9,012 assuming the entire ten percent contingency is necessary. The City has adequate Water Capital Funds to cover this shortfall if required.

RECOMMENDED ACTION:
Award the base bid plus a ten percent contingency and authorize the Mayor to sign a contract with Ponderosa Pacific, Inc. not to exceed $84,560 to construct the Gohr Road Water Main project.

ATTACHMENTS:

Attachment A: Agreement and Bonds portion of Contract

Gohr Road Water Main Project

CONTRACT

THIS CONTRACT, made and entered into in triplicate, this ____ day of _____, 2016, by and between the City of Sultan, hereinafter called the City, and _____ hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for

Gohr Road Water Main Project
CDBG Project No. HCS-15-21-1505-248 and Sultan Project No. 16-01

In accordance with and described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge and Municipal Construction and the Standard Drawings for Road, Bridge and Municipal Construction, Current Edition, published jointly by Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this part thereof.

Work shall start within ten(10) Calendar days of the date specified in the Notice to Proceed and be completed in 20 working days.

If said work is not completed within the time specified, the Contractor agrees to pay to the City the sum as specified in Section 1-08.9 of the Current Standard Specification for Road, Bridge and Municipal Construction for each and every working day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City.

II. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.

III. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first herein above written.

_____	CITY OF SULTAN
CONTRACTOR	
Federal ID# _____	By: _____
By: _____	Title: _____
Title: _____	

ATTEST: _____
City Clerk

Approved as to form.

By: _____
Office of the City Attorney

Contract Amount: $_____

Acknowledgement of Waiver of Contractor's Industrial insurance immunity. See Standard Specifications, 1-07.14 (Initial acknowledgement)

_____		_____	
Owner	Date	Contractor	Date

BOND NO. _____

AMOUNT $_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert full name & address or legal title of CONTRACTOR)
as Principal, hereinafter called CONTRACTOR,

and _____,
(Here insert full name or legal title of SURETY),
hereinafter called SURETY, a corporation duly organized under the laws of the State

of_____, and authorized to do business in the State of Washington as Surety, are held and firmly bound unto CITY OF SULTAN, 319-Main Street, Suite 200, Sultan, WA 98294 as Obligee, hereinafter called OWNER, in the amount of

_____Dollars
($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written agreement dated *_____, 2016, entered into a contract with OWNER for Gohr Road Water Main Project, CDBG Project No. HCS-15-21-1505-248 and Sultan Project No. 16-01 in accordance with the Contract documents that are by reference made a part hereof, and is hereinafter referred to as the Contract.

*Date on which the Agreement is signed by CONTRACTOR.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR for labor and materials, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named CONTRACTOR and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
   a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

   b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

_____

CONTRACTOR (Seal)

_____

Title

_____

Surety (Seal)

_____

Attorney-in-Fact

The Attorney-in-Fact who executes this Bond on behalf of the Surety, must attach a copy of his power-of-attorney as evidence of his authority.

Subscribed and sworn to before me

this _____of _____, 2016

Notary Public:_____

My Commission expires _____

INSURANCE COVERAGE QUESTIONNAIRE

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE.

FOR:_____

(Name of Insured)

Project Name/Number: **Gohr Road Water Main Project, CDBG Project No. HCS-15-21-1505-248 and Sultan Project No. 16-01**

Project Owner: **City of Sultan, WA**

Are the following coverage or conditions in effect?	Yes	No
The policy form is ISO Commercial General Liability form CG 00 01 or CG 00 02. (circle one) (If No, attach a copy of policy with required coverages clearly identified.)		
The City, its officials, officers, employees, and volunteers are additional insured as respects: (a) activities performed for the City by or on behalf of the Named Insured; (b) products and completed operations of the Named Insured; or (c) premises, owned, leased, or used by the Named Insured.		
Products and Completed Operations coverage.		
Cross Liability clause (or equivalent wording).		
Personal Injury Liability Coverage.		
X,C,U Hazards included.		
Blanket Contractual Liability coverage applying to this contract; or Contractual Liability coverage applying to this contract (or equivalent wording).		
Host Liquor Liability coverage.		
45 days written notice of cancellation to the City.		

Deductibles or SIRS: GL $_____ AL $_____ Excess $_____

Insurers' Best Rating(s) GL _____ AL _____ Excess_____

This questionnaire is issued as a matter of information. This Questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

_____ _____

Agency or Brokerage Completed by (Type or Print)

_____ _____

Address Completed by (Signature)

_____ _____

Name of Person to be Contacted Telephone Number

Washington Cities Insurance Authority (8/89)

Gohr Road Water Main Project

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

(CDBG ATTACHMENT 11)

I hereby elect to have the retained percentage of this contract: (*Choose One*)

1. FUNDS TO BE HELD BY AGENCY:
Retained in a fund by the City or County until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12

Date _____ Signed_____

2. FUNDS TO BE PLACED IN SAVINGS ACCOUNT:
Deposited by the City or County in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until sixty (60) days after the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account shall be paid to the Contractor.

Date _____ Signed _____

3. FUNDS TO BE PLACED IN AN ESCROW ACCOUNT CHOSEN BY CONTRACTOR:
Placed in escrow with _____ (*designated bank or trust company)* by the City or County until sixty (60) days following the completion date of the work and in accordance with Chapters 60-28 and 39.12 RCW.

When the moneys reserved are placed in escrow, the City or County shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the City or County, and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the contractor as the interest accrues.

I further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statue. The City or County shall not be liable in any way for any costs or fees in connection therewith.

4. BOND IN LIEU OF RETAINAGE:
Effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

Date _____ Signed _____

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR WITHIN 5 DAYS OF AWARD

NON-DISCRIMINATION CLAUSE FOR PUBLIC CONTRACTS

Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. The Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment; upgrading; demotion of transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training.

(2) The Contractor will, in all solicitations for employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.

(3) The Contractor will send to each labor union or representative of workers with which he had a collection bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of the Contractor's commitments under this section.

(4) The Contractor will include the provisions of the foregoing paragraphs (1), (2), and (3) in every subcontract or purchase order for the goods or services which are the subject matter of this contract.

In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of the contract, the contracting agency shall have the right, at its option, to cancel the contract in whole or in part. If the contract is canceled after part performance, the contracting agency shall be obligated to pay the fair market value of the contract price, whichever is lower, for goods or services which have been received and accepted.

END OF NONDISCRIMINATION CLAUSE FOR PUBLIC CONTRACTS

Gohr Road Water Main Project

SNOHOMISH COUNTY OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT MINORITY BUSINESS ENTERPRISE CERTIFICATION

(CDBG ATTACHMENT 4)

CERTIFICATION

Upon request of the awarding agency, this completed form or acceptable substitute must be submitted by the bidder to the awarding agency no later than five (5) working days after notification for each bidder or subcontractor for materials, supplies, or labor intending to qualify as an MBE. If the bidder and/or any subcontractors intend to qualify as MBE, but fail to submit this MBE certification form or acceptable substitute as described above, the bid will be considered non-responsive.

I. GENERAL INFORMATION

Full Legal Name of MBE:

_____

_____

Business Address: _____

_____

Phone: _____ Ethnic Group: _____

MBE Certification Number: _____

II. PRIOR CERTIFICATION

With what other agencies are you presently certified?

_____

_____

Attach proof of Certification.

If you are not currently certified but wish to become a certified MBE, please follow the certification process shown at www.omwbe.wa.gov.

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SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	A - 2
DATE:	June 23, 2016
SUBJECT:	Water Booster Pump Station – Final Acceptance
CONTACT PERSON:	Mick Matheson, P.E., Public Works Director

ISSUE:
The issue before the City Council is final acceptance of the Water Booster Pump Station project completed by Trane.

STAFF RECOMMENDATION:
Staff recommends accepting the Water Booster Pump Station project completed by Trane.

SUMMARY:
The council accepted Trane's Energy Service Proposal for process and efficiency improvements for the City of Sultan's Potable Water Booster Pump Station, and authorized the Washington State Department of Enterprise Services to generate contract documents for the City and Trane's signature for Energy Conservation Measure 5 at the August 13, 2015 council meeting.

Trane and their subcontractors completed work on the Booster Pump Station project in May 2016.

There was one change order. The change order was for labor costs of $5,438.25 associated with investigation, troubleshooting, and programming to correct the backwash cycling experienced in the existing Water Treatment plant. The cost of the change order was covered using contingency funds; therefore council action was not required.

FISCAL IMPACT:
The overall project finished under budget with $52,102.49 of contingency funds left unspent.

RECOMMENDED ACTION:
A motion to accept the Booster Pump Station project completed by Trane.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

Date: June 23, 2016

Agenda Item #: A-3

SUBJECT: Appointment of Student Representative on City Council

CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

ISSUE:
The issue before the City Council is to appoint Clair Sorgen as the Student Representative on the City Council effective June 23, 2016 through June 30, 2017.

STAFF RECOMMENDATION:
Review the Student Representative Candidate application. Confirm Clair Sorgen as the Primary Student Representative on the City Council.

SUMMARY STATEMENT:
On June 19, 2002 The Sultan City Council passed Ordinance 784-02 adding Chapter 2.21 to the Sultan Municipal Code to provide for a Student Representative at City Council meetings. This ordinance authorizes the appointment of a student from Sultan School District to act as a liaison between the City and the school on matters related to youth in the community.

2016 – 2017 Application Process:

The City received one application for the position of Student Representative:
1. Clair Sorgen

Mayor Eslick and City Administrator, Ken Walker interviewed the applicant and are recommending the council confirm Clair Sorgen as the Student Representative on Council.

FISCAL IMPACTS:
Purchase of Student Representative Council nameplates ($18 each), Council Business Cards, Email Address, and distribution of Council packets.

MOTION: I move to confirm Clair Sorgen as the Student Representative on City Council effective June 23, 2016 through June 30, 2017.

Attachments:
1. Ms. Sorgen's Application

City of Sultan

319 Main Street, Suite 200 • PO BOX 1199 • Sultan, Washington 98294
Telephone 360.793.2231 • Fax 360.793.3344 • www.ci.sultan.wa.us

RECEIVED
MAY 31 2016
By

Application
City of Sultan Student Representative

Applicant Information

Name	Claire Sorgen
Mailing Address	32456 138th St SE
City ST ZIP Code	Sultan, WA 98294
Home Phone	425-609-1868
Cell Phone	425-876-4420
E-Mail Address	ClaireSorgen@Comcast.net

Time Commitment

The City Council meets the second and fourth Thursdays of each month from 7:00 pm to approximately 10:00 pm. Appointment as a student representative to the City Council will require attendance at regularly scheduled meetings.

Student representatives are most effective in their duties when they commit time to Council-related activities. Are you able to commit time to the Sultan City Council and are you willing to arrange your schedule to participate fully as a student representative to the Sultan City Council?

YES ☒ NO ☐

Have you ever attended a Sultan City Council meeting? YES ☐ NO ☒

Supplemental Questions

Please respond to the following questions regarding your interest in the position of appointed Councilmember for the City of Sultan.

1. Why are you interested in serving as a student representative to the Sultan City Council?

My brother, Nicholas, served as the student Representative on City Council 2 years ago and said it was a great experience and was very interesting to know what is going on in the city. I think I would be a good representative because I am very involved in the school and community.

2. The term for this appointed position will be effective until the end of the school year in June 2017. What do you hope to accomplish as a student representative during this time?

I have a goal to be more involved in the community and I believe Serving as the student Representative on City Council will help me do that. I would like to take information that I learn at City council meetings back to the school to get more students involved.

3. Identify the three highest priorities you believe the City of Sultan needs to address?

I am not sure what it takes to run a city but I believe that people should take pride in their town. Keeping the town clean should be a priority and making sure that buisnesses are well kept.

4. Tell us why you should be selected as the student representative to the City Council?

I take my commitments very seriously so I will try my best to represent the school and the city very well. I am an involved student, have good grades and I would be honored to be selected as the student Representative on City Council.

5. What do you plan to do after you graduate from high school?

I do not know what my exact plans are but I plan to attend college on community service and academic scholarships. I am unsure of what I will study but I am interested in fashion and possibly being a lawyer.

Please return your signed application and letter of interest to Donna Murphy at Sultan City Hall by **4:00PM on May 31, 2016.**

Candidates will be interviewed for the position by June 30, 2016.

To request additional information contact

Donna Murphy, at 360.793.1811 or by e-mail at donna.murphy@ci.sultan.wa.us

Thank you for your interest in serving the Sultan community as a student representative to the Sultan City Council.

Claire Sorgen

May 30, 2016

Dear Sultan City Council,

I would be honored to be chosen as the 2016-2017 Student Representative on City Council. I believe I would represent the school extremely well. I am involved in many clubs, sports, and have very good grades. Being very involved in the school I would be able to get more students involved with activities in the city with the knowledge I gain from being on the City Council.

Sincerely,

Claire Sorgen

Claire Sorgen

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A - 4

DATE: June 23, 2016

SUBJECT: WWTP Extended Property Improvements

CONTACT PERSON: Connie Dunn, Public Works Field Supervisor

ISSUE:
The issue before the council is to authorize the Mayor to sign a contract with Pacific Northwest Construxion Inc. (PNCX) not to exceed $1,800 including sales tax and a ten percent contingency to remove existing concrete and debris, level the ground, then spread 15 loads of clean dirt so the city crew can mow and maintain the property in a park-like condition.

STAFF RECOMMENDATION:
Authorize the Mayor to sign a contract with PNCX not to exceed $1,800 including sales tax and a ten percent contingency to remove concrete and debris, level the ground, then spread 15 loads of clean dirt so the city crew can mow and maintain the property in a park-like condition.

SUMMARY:
The City of Sultan purchased this property in 2012 for future WWTP expansion. The house was removed, but there was concrete and debris left behind. Ruts and stumps are also prevalent on the property. The property was left in such a poor condition the crew can't mow it.

In 2015 with a Snohomish County Tourism grant, the City installed a metal structure for banner signs for local businesses and community events to advertise.

Below are the quotes the city received:

Bidder	Quote (with tax and 10% contingency)
PNCX	$1,800
Koehler Industries, Inc	$6,570
Sky Valley Excavation & Rockeries, Inc	$17,346

Start Up Dreams Construction	$11,330

The disparity in cost is the type of dirt being placed on the property. Two companies have clean nice dirt from other jobs and two companies are using purchased topsoil.

FISCAL IMPACT:
This property improvement will be from the Sewer Fund as it was originally purchased for future sewer plant expansion.

RECOMMENDED ACTION:
Authorize the Mayor to sign a contract with PNCX not to exceed $1,800 including sales tax and a ten percent contingency to remove concrete and debris, level the ground, then spread 15 loads of clean dirt so the city crew can mow and maintain the property in a park-like condition.

ATTACHMENTS
Attachment A: Contract

CITY OF SULTAN
LIMITED PUBLIC WORKS CONTRACT

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and Pacific Northwest ConstruXion Inc. (hereinafter referred to as "Contractor"), doing business at 12822 307th Avenue SE, Sultan, WA 98294

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

WHEREAS, the City desires to contract with Contractor for concrete and debris removal, and placement of clean fill at 317 West Stevens Ave, Sultan, WA 98294 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 necessary to repair the sanitary sewer in accordance with this Contract.

2. **Payment.** Payment for the work as described in the Contract shall not exceed one thousand five hundred dollars ($1,500.00). If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **General Administration.** The Contract Administrator, Connie Dunn, Public Works Field Supervisor, of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.

5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within ten calendar days (holidays and weekends included), after

such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

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

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

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

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

   ☐ Performance Surety. In lieu of retainage and a performance bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of

Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract.

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

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

11. **Warranty**. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

12. **Correction of Defects**. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

13. **Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

14. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

15. **Insurance** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.

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

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

2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

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

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

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

16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

18. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

    In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.

19. **Termination.** This contract shall terminate upon satisfactory completion of the work necessary to complete the repair 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 is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

20. **Extent of Contract / Modification**. This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.

21. **Nondiscrimination**. Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.

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

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

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

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

Dated this day of , 20

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

CITY OF SULTAN

By: _____
Mayor

CONTRACTOR

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

_____
City of Sultan
PO Box 1199
Sultan, 98294
Phone: 360-793-2231
Fax: 360-793-334

CONTRACTOR CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

BID PROPOSAL

For _____

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

BASE BID

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

Base Bid Amount	$ _____
WSST @ 8.6%	$ _____
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 CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-5

DATE: June 23, 2016

SUBJECT: Interlocal Agreement between the City of Sultan and Snohomish County relating to the disposition of county-owned property (Kidling Pit) following its Annexation by the City under RCW 35A.14.120

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:
The issue before the Council is to approve the Interlocal Agreement between the City of Sultan and Snohomish County relating to the disposition of County-owned property (Kidling Pit) following its Annexation by the City under RCW 35A.14.120.

STAFF RECOMMENDATION:
As part of the Annexation process, the City of Sultan and the County will enter into a Interlocal Agreement relating to the disposition of County-owned property (Kidling Pit) following its Annexation by the City under RCW 35A.14.120 to allow the County to retain ownership of this 9.2 acres of land used as a gravel pit.

RECOMMENDED ACTION:
Sign the Interlocal Agreement between the City of Sultan and Snohomish County.

ATTACHMENTS:
Attachment A: Interlocal Agreement between the City of Sultan and Snohomish County relating to the disposition of county-owned property (Kidling Pit) following its Annexation by the City under RCW 35A.14.120

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SULTAN AND SNOHOMISH COUNTY RELATING TO THE DISPOSITION OF COUNTY-OWNED PROPERTY (THE KIDLING PIT) FOLLOWING ITS ANNEXATION BY THE CITY UNDER RCW 35A.14.120

WHEREAS, the City of Sultan (the "City") intends to annex certain real property located east of the current incorporated City, north of 124th Street SE, west of 323rd Avenue SE, and within the Sultan Urban Growth Area (the "Annexation Area"); and

WHEREAS, Snohomish County (the "County") owns real property commonly referred to as the Kidling Pit property (the "Property") that is located within the Annexation Area and is approximately 9.22 acres in size; and

WHEREAS, the Property is used by the County for the storage of materials, equipment, and vehicles for regional road repair and maintenance activities; and

WHEREAS, the City and the County agree that the County should retain ownership of the Property upon its annexation into the City; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits the City and the County to enter into an agreement with one another to determine the ownership status of the Property;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PARTIES

This Interlocal Agreement Between the City of Sultan and Snohomish County Relating to the Disposition of County-Owned Property (the Kidling Pit) Following its Annexation by the City Under RCW 35A.14.120 (the "Agreement") is made by and between the City of Sultan, a Washington municipal corporation, and Snohomish County, a political subdivision of the State of Washington, pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act. Throughout this Agreement, the City and the County are each sometimes referred to individually as a "Party," and collectively as the "Parties."

2. PURPOSE

The purpose of this Agreement is to set forth the terms, specifications, and conditions with respect to the disposition of the Property, legally described in Exhibit A and depicted in Exhibit B to this Agreement. The City's annexation of the Annexation Area will be accomplished under RCW 35A.14.120 and will be referred to in this Agreement as the "Annexation."

3. OWNERSHIP OF THE PROPERTY

The Parties agree the County shall retain ownership of the Property after the Annexation is complete.

4. USE OF THE PROPERTY

4.1 City's Recognition of County's Use of the Property Following Annexation. The Parties agree the City shall allow the County to use the Property following annexation for those uses identified in section 4.3 of this Agreement.

4.2 Nonconforming Uses. In the event the uses of the Property identified in section 4.3 of this Agreement are not considered legal conforming uses pursuant to the Sultan Municipal Code, the City shall recognize the uses as legal nonconforming uses. Any nonconforming use shall be regulated under Title 16, Chapter 16.18 (Nonconformances) of the Sultan Municipal Code as it existed on June 14, 2016, as attached to this Agreement as Exhibit C.

4.3 County's Use of the Property. The County engages in the following uses on the property in support of the County's work on its road system:

4.3.1 Excavation of minerals;

4.3.2 Storage of minerals excavated on site or delivered from off-site; and

4.3.3 Storage of construction equipment and materials.

5. PRIOR AGREEMENTS

The Parties recognize the existence of that certain Interlocal Agreement Between the City of Sultan and Snohomish County Concerning Annexation and Urban Development Within the Sultan Urban Growth Area (the "Master Annexation ILA"), having an effective date of November 21, 2001, and recorded under Auditor's File # 200201080483. The Parties agree and intend that the terms and provisions contained in the Master Annexation ILA shall have full applicability, force and effect with respect to the Annexation referenced in this Agreement.

6. AMENDMENTS AND ADDITIONAL AGREEMENTS

6.1 Amendments. The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing.

6.2 Additional Agreements. Nothing in this Agreement limits the Parties from entering into separate interlocal agreements regarding (i) the annexation by the City of territory other than the Annexation Area, or (ii) the Annexation by the City of the Annexation Area, but with respect to issues not covered by the terms of this Agreement.

7. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

8. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

9. EFFECTIVE DATE AND DURATION

9.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the Parties, and on the later date indicated below with the signing of the Agreement by the duly authorized representative of each of the Parties.

9.2 Duration. This Agreement shall remain in effect until the County sells or transfers the Property.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation.

11. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein. The administrators and contact persons for this Agreement are:

Ken Walker
City Administrator
City of Sultan
PO Box 1199
319 Main Street
Sultan, WA 98294-1199
(360) 793-1164
ken.walker@ci.sultan.wa.us

Stephen Dickson
Special Projects Manager
Snohomish County
Department of Public Works
3000 Rockefeller Ave M/S 607
Everett, WA 98201
(425) 388-6442
Steve.dickson@snoco.org

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

CITY OF SULTAN
BY:

_____
Carolyn Eslick
Mayor

Date: _____

Approved as to form:

_____
Attorney for the City of Sultan

SNOHOMISH COUNTY
BY:

_____
Dave Somers
County Executive

Date: _____

Approved as to form:

_____
Deputy Prosecuting Attorney for
Snohomish County

EXHIBIT A

PROPERTY ADDRESS, TAX ACCOUNT NO. AND LEGAL DESCRIPTION

ADDRESS: 31625 124TH ST SE SULTAN WA, 98294

TAX ACCOUNT NO.: 280829-001-006-00

LEGAL DESCRIPTION:

PARCEL A:

BEGINNING AT THE CENTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 8 EAST W.M., IN SNOHOMISH COUNTY, WASHINGTON

THENCE EAST ALONG THE CENTERLINE OF SECTION 29 FOR 660 FEET;

THENCE NORTH PARALLEL TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION, A DISTANCE OF 198.00 FEET;

THENCE WEST PARALLEL TO THE EAST/WEST CENTERLINE OF SAID SECTION, A DISTANCE OF 660 FEET;

THENCE SOUTH ALONG THE NORTH/SOUTH CENTERLINE 198 FEET TO THE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

PARCEL B:

BEGINNING AT THE CENTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 8 EAST W.M.;

THENCE NORTH ALONG THE CENTERLINE OF SECTION 29 FOR 198 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH ALONG SAID CENTERLINE OF SECTION 29 FOR 462 FEET;

THENCE EAST PARALLEL TO THE EAST AND WEST CENTERLINE OF SECTION 29 FOR 660 FEET;

THENCE SOUTH PARALLEL TO THE NORTH AND SOUTH CENTERLING OF SECTION 29 FOR 462 FEET;

THENCE WEST OF R 660 FEET TO THE TRUE POINT OF BEGINNING;

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

MAP OF PROPERTY AND ANNEXATION AREA

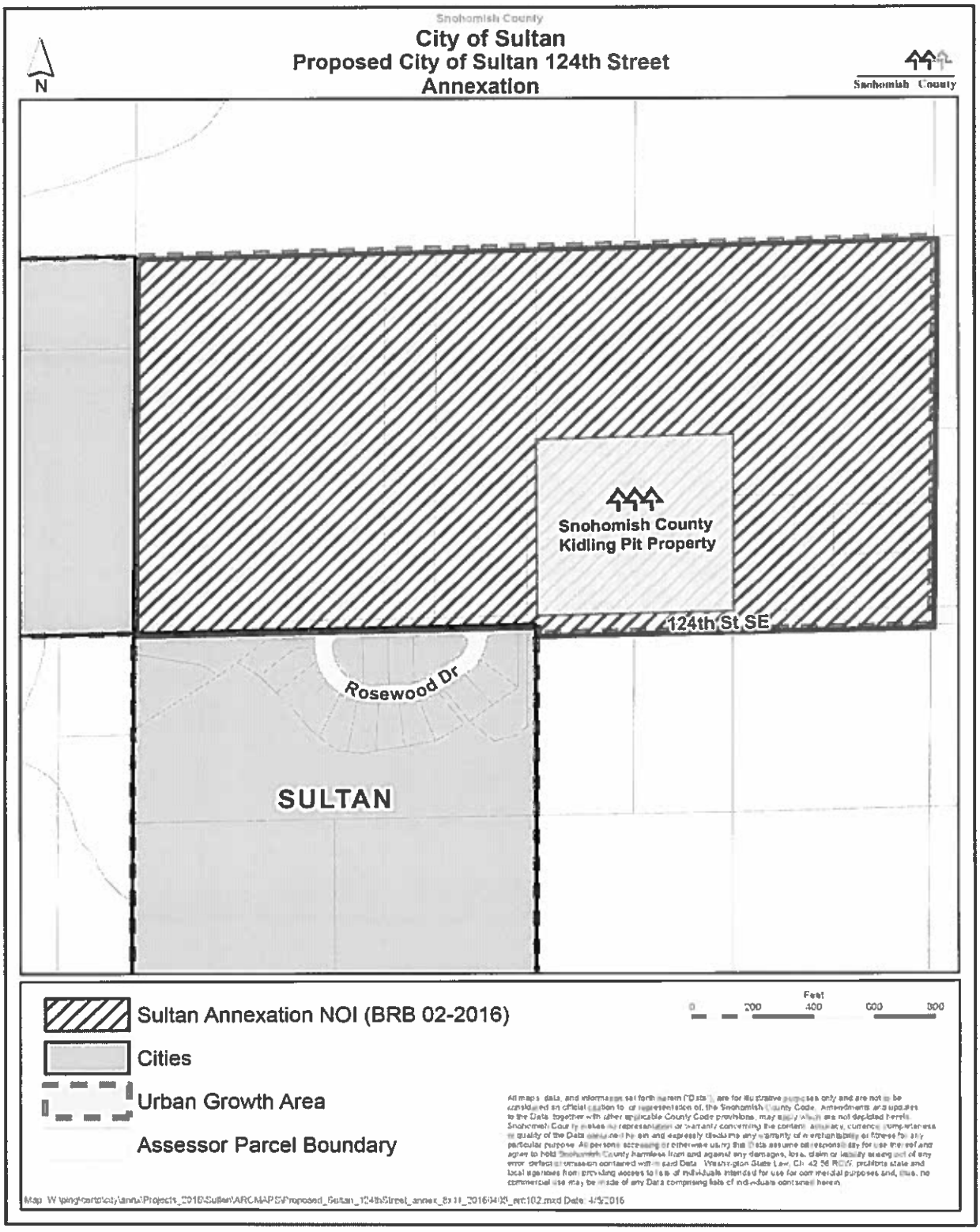

EXHIBIT C

Title 16, Chapter 16.18 of the Sultan Municipal Code

Dated June 14, 2016

Chapter 16.18
NONCONFORMANCES

Sections:

16.18.010 Nonconformances – Continuance.
16.18.020 Nonconformances – Lots smaller than required minimums.
16.18.030 Nonconforming lots – Setbacks.
16.18.040 Nonconforming lots – Applicability.
16.18.050 Nonconformances – Adjoining lots.
16.18.051 Nonconforming accessory dwelling units.
16.18.060 Extension or enlargement of nonconforming situations.
16.18.070 Nonconformances – Repair, maintenance, and construction.
16.18.080 Change in use of property where a nonconforming situation exists.
16.18.090 Abandonment and discontinuance of nonconforming situations.
16.18.100 Completion of nonconforming projects.

16.18.010 Nonconformances – Continuance.

Unless otherwise specifically provided in this unified development code, nonconforming situations that were otherwise lawful on the effective date of this code may be continued. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2 [16.06.160(A)], 1995)

16.18.020 Nonconformances – Lots smaller than required minimums.

When a nonconforming lot can be used in conformity with all of the requirements applicable to the intended use, except that the lot is smaller than the required minimums set forth in the dimensional and density requirements for each zoning district, then the lot may be used as proposed just as if it were conforming. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2[16.06.160(B)], 1995)

16.18.030 Nonconforming lots – Setbacks.

When the use proposed for a nonconforming lot is one that is conforming in all other respects, but the applicable setback requirements cannot reasonably be complied with, then the zoning official may allow variances from the applicable setback requirements if he/she finds that:

A. The property cannot reasonably be developed for the use proposed without such deviations;

B. These deviations are necessitated by the size or shape of the nonconforming lot;

C. The property can be developed as proposed without any significantly adverse impact on surrounding properties or the public health or safety; and

D. Compliance with applicable building setback requirements is not reasonably possible if a building that serves the minimal needs of the use proposed for the nonconforming lot cannot practicably be constructed and located on the lot in conformity with such setback requirements. However, financial hardship does not constitute grounds for finding that compliance is not reasonably possible. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2[16.06.160(C)], 1995)

16.18.040 Nonconforming lots – Applicability.

This chapter applies only to undeveloped nonconforming lots. A lot is undeveloped if it has no substantial structures upon it. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2 [16.06.160(D)], 1995)

16.18.050 Nonconformances – Adjoining lots.

If, on the date this unified development code becomes effective, an undeveloped nonconforming lot adjoins and has continuous frontage with one or more other undeveloped lots under the same ownership, then neither the owner of the nonconforming lot nor his successors in interest may take advantage of the provisions of this chapter. This requirement shall not apply to a nonconforming lot if a majority of the developed lots located on either side of the street where such lot is located and within 500 feet of such lot are also nonconforming. The intent of this chapter is to require nonconforming lots to be combined with other undeveloped lots to create conforming lots under the circumstances specified herein, but not to require such combination when that would be out of character with the way the neighborhood has previously been developed. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2[16.06.160(E)], 1995)

16.18.051 Nonconforming accessory dwelling units.

A. Commencing on October 1, 2003, a registration period of six months, ending April 1, 2004, at 5:00 p.m. is hereby established for the registration of legal nonconforming and illegal detached and attached accessory dwelling units (ADU). No fees shall be charged for such registration. Accessory dwelling unit (ADU) is defined in SMC 16.150.010(6)(a). Upon receipt of the registration, the city shall develop a schedule for the inspection of such accessory dwelling units to determine compliance with the State Building and Fire Codes. An inspection of such structures by the state Electrical Inspector shall also be requested if no records of a prior electrical inspection are provided by the registrant.

B. Nonconforming Structures. An attached or detached ADU, which qualifies as a legal nonconforming structure as defined in SMC 16.150.140(9), shall be inspected to determine

whether it was in compliance with the State Building and Fire Codes in existence at the date it was constructed. An applicant shall submit a final occupancy permit issued by the city of Sultan or Snohomish County, as appropriate, with respect to said ADU prior to the date said use was regulated by the agency with jurisdiction, as proof of its legal nonconformity or such other proof as may be reasonably available. Upon an adequate showing of nonconformity as determined at the discretion of the city, the ADU shall be required to meet the provisions of the State Building and Fire Codes which are applicable to any building or structure and are considered life safety codes. The city shall issue a certificate of noncompliance noting the size and characteristics of the ADU and the structure in which it is located in order to permit its use and continuation and to determine its compliance with the other provisions of SMC 16.25.010. Such registration of legal nonconforming structures may include both attached and detached units which were in conformance with the applicable provisions of law and ordinance at the date constructed.

C. Registration of Illegal Accessory Dwelling Units. ADUs which were not legal uses at the date constructed may be registered during the registration period set forth in subsection (A) of this section. Registration shall be accompanied by the fee established for the issuance of a permit for each ADU with such fees to be used to defray the cost of building, fire and other inspections. The city shall establish an inspection schedule for ADUs. Certificates of registration and permit shall be issued to the former illegal structure granting the privileges of a legal nonconforming structure subject to the provisions of SMC 16.25.010 upon certification that the structure is or has been brought into compliance with all current provisions of the State Building Code and city ordinance.

1. Once registered, a formerly illegal ADU shall enjoy all the protections and privileges afforded to a nonconforming structure under the provisions of this section; provided, however, that such ADU shall be subject to the permit review requirement of SMC 16.25.010 to the end that the city council reserves the right to impose additional conditions on the continued use and occupancy of the formerly illegal ADU if it is found to constitute a nuisance or present a hazardous condition, or to revoke such registration and permit if a nuisance or hazardous condition relating to the ADU is not abated.

2. The provisions of this subsection (C) shall apply to both attached and detached accessory dwelling units; provided, however, that such ADUs shall be registered and permitted to continue subject to the provisions of this section only if they were constructed in good faith by construction completed prior to December 31, 1999.

D. Legal nonconforming units shall receive a permit certificate confirming such status and listing the physical dimensions and other characteristics of the structure; provided, however, that the registration and permit of a formerly illegal ADU may be revoked and/or conditioned in accordance with the provisions of SMC 16.25.010.

E. Failure to register a structure within the time period established by the provisions of this section shall be considered to be presumptive proof that such a unit is an illegal unit and subject to abatement. The owner of such structure may overcome such a presumption only by presentation of substantial and competent evidence which establishes the legal nonconforming nature of such building by clear and convincing evidence that the structure was permitted by Snohomish County or the city of Sultan and was in complete compliance with the applicable provisions of state law and county or city ordinance, at the date such construction was initiated and was completed. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 823-03 § 2)

16.18.060 Extension or enlargement of nonconforming situations.

A. Except as specifically provided in this section, no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation. In particular, physical alteration of structures or the placement of new structures on open land is unlawful if such activity results in:

1. An increase in the total amount of space devoted to a nonconforming use; or

2. Greater nonconformity with respect to dimensional restrictions such as setback requirements, height limitations, density requirements, or other regulations such as parking requirements.

B. Subject to subsection (D) of this section, a nonconforming use may be extended throughout any portion of a completed building that, when the use was made nonconforming by this unified development code, was manifestly designed or arranged to accommodate such use. However, a nonconforming use may not be extended to additional buildings or to land outside the original building.

C. A nonconforming use of open land may not be extended to cover more land than was occupied by that use when it became nonconforming. The volume, intensity, or frequency of use of property where a nonconforming situation exists may be increased, and the equipment or processes used at a location where a nonconforming situation exists may be changed, if these or similar changes amount only to changes in the degree of activity rather than changes in kind and no violations of other requirements of this section occur.

D. Notwithstanding subsection (A) of this section, any structure used for single-family detached residential purposes and maintained as a nonconforming use may be enlarged or replaced with a similar structure of a larger size, so long as the enlargement or replacement does not create new nonconformities or increase the extent of existing nonconformities with respect to such matters as setback and parking requirements.

E. Notwithstanding subsection (A) of this section, whenever: (1) there exists a lot with one or more structures on it; and (2) a change in use that does not involve any enlargement of a

structure is proposed for such lot; and (3) the off-street parking or loading requirements of this code that would be applicable as a result of the proposed change cannot be satisfied on such lot because there is not sufficient area available on the lot that can practicably be used for off-street parking or loading, then the proposed use shall not be regarded as resulting in an impermissible extension or enlargement of a nonconforming situation. However, the applicant shall be required to comply with all applicable off-street parking and loading requirements that can be satisfied without acquiring additional land, and shall also be required to obtain satellite off-street parking if: (1) parking requirements cannot be satisfied on the lot with respect to which the permit is required; and (2) such off-street satellite parking is available within 500 feet of the site said satellite parking area is intended to serve, measured from property line to property line. If such off-street satellite parking is not reasonably available at the time the permit is granted, then the permit recipient shall be required to obtain it if and when it does become reasonably available. This requirement shall be a continuing condition of the permit. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 955-07 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2 [16.06.160(F)], 1995)

16.18.070 Nonconformances – Repair, maintenance, and construction.

A. Minor repairs to and routine maintenance of property where nonconforming situations exist are permitted and encouraged. Major renovation, i.e., work estimated to cost more than 25 percent of the appraised valuation of the structure to be renovated, may be done only in accordance with a permit issued pursuant to this unified development code.

B. If a structure located on a lot where a nonconforming situation exists is damaged to an extent that the costs of repair or replacement would exceed 25 percent of the appraised valuation of the damaged structure, then the damaged structure may be repaired or replaced only in accordance with a permit issued pursuant to this unified development code. This section does not apply to structures used for single-family detached residential purposes, which structures may be reconstructed pursuant to a permit just as they may be enlarged or replaced.

C. For purposes of subsections (A) and (B) of this section:

1. The "cost" of renovation or repair or replacement shall mean the fair market value of the materials and services necessary to accomplish such renovation, repair, or replacement.

2. The "cost" of renovation or repair or replacement shall mean the total cost of all such intended work, and no person may seek to avoid the intent of subsection (A) or (B) of this section by doing such work incrementally. An itemized appraisal of the work shall be prepared by an independent professional and provided to the city by the applicant.

3. The "appraised valuation" shall mean either the appraised valuation for property tax purposes, updated as necessary by the increase in the consumer price index since the date of the last valuation, or the valuation determined by a professionally recognized property appraiser.

D. The director of community development shall issue a permit authorized by this section if it finds that, in completing the renovation, repair or replacement work:

1. No violation of subsection (B) of this section will occur;

2. The permittee will comply to the extent reasonably possible with all provisions of this code applicable to the existing use (except that the permittee shall not lose his or her right to continue a nonconforming use); and

3. Compliance with a requirement of this code is not reasonably possible if it cannot be achieved without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure that is on a permanent foundation. Mere financial hardship caused by the cost of meeting such requirements as paved parking does not constitute grounds for finding that compliance is not reasonably possible. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 955-07 § 2; Ord. 715-00; Ord. 630 § 2[16.06.160(G)], 1995)

16.18.080 Change in use of property where a nonconforming situation exists.

A. A change in use of property (where a nonconforming situation exists) that is sufficiently substantial to require an amendment in accordance with Chapter 16.128 SMC may not be made, except in accordance with subsections (B) and (C) of this section.

B. If the intended change in use is to a principal use that is permissible in the zoning district where the property is located, and all of the other requirements of this code applicable to that use can be complied with, permission to make the change must be obtained in the same manner as permission to make the initial use of a vacant lot. Once conformity with this code is achieved, the property may not revert to its nonconforming status.

C. If the intended change in use is to a principal use that is permissible in the zoning district where the property is located, but all of the requirements of this code applicable to that use cannot reasonably be complied with, then the change is permissible if the city council approves an application authorizing the change. A permit may be issued if the director of community development finds, in addition to any other findings that may be required by this code, that:

1. The intended change will not result in a violation of SMC 16.16.020; and

2. All of the applicable requirements of this code will be reasonably complied with. Compliance with a requirement of this code is not reasonably possible if it cannot be achieved without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure that is on a permanent foundation. Mere financial hardship caused by the cost of meeting such requirements as paved parking does not constitute grounds for finding that compliance is not reasonably possible. And, in no case may an applicant be given permission pursuant to this section to construct a building or add to an existing building if additional nonconformities would thereby be created. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2 [16.06.160(H)], 1995)

16.18.090 Abandonment and discontinuance of nonconforming situations.

A. If the principal activity on property where a nonconforming situation other than a nonconforming use exists is discontinued for a consecutive period of 180 calendar days, then that property may thereafter be used only in conformity with all of the current regulations. A permit may be issued if the council finds that eliminating a particular nonconformity is not reasonably possible (i.e., cannot be accomplished without adding additional land to the lot where the nonconforming situation is maintained or moving a substantial structure that is on a permanent foundation). The permit shall specify which nonconformities need not be corrected.

B. For purposes of determining whether a right to continue a nonconforming situation is lost pursuant to this section, all of the buildings, activities, and operations maintained on a lot are generally to be considered as a whole. For example, the failure to rent one apartment in a nonconforming apartment building for 180 calendar days shall not result in a loss of the right to rent that apartment or space thereafter, so long as the apartment building as a whole is continuously maintained. But if a nonconforming use is maintained in conjunction with a conforming use, discontinuance of a nonconforming use for the required period shall terminate the right to maintain it thereafter. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2[16.06.160(I)], 1995)

16.18.100 Completion of nonconforming projects.

A. All nonconforming projects on which construction was begun before the effective date of this code, as well as all nonconforming projects that are at least 10 percent completed in terms of the total expected cost of the project (excluding land acquisition) on the effective date of this code, may be completed in accordance with the terms of their permits, so long as these permits were validly issued and remain unrevoked and unexpired. If a development is designed to be completed in stages, this section shall apply only to the particular phase under construction.

B. Except as provided in subsection (A) of this section, all work on any nonconforming project shall cease on the effective date of this code, and all permits previously issued for work on

nonconforming projects may begin or may be continued only pursuant to a permit issued in accordance with this section for the type of development proposed. The hearing examiner shall order the issuance of such a permit if it finds that the applicant has in good faith made substantial expenditures or incurred substantial binding obligations or otherwise changed his position in some substantial way in reasonable reliance on the code as it existed before the effective date of this code and, thereby, would be unreasonably prejudiced if not allowed to complete his project as proposed. In considering whether these findings may be made, the hearing examiner shall be guided by the following, as well as other relevant considerations:

1. All expenditures made to obtain or pursuant to a validly issued and unrevoked development permit shall be considered as evidence of reasonable reliance on the code that existed before this code became effective.

2. Except as provided in subsection (B)(1) of this section, no expenditures made more than three years before the effective date of this code may be considered as evidence of reasonable reliance on the law that existed before this code became effective.

3. To the extent that expenditures are recoverable with a reasonable effort, a party shall not be considered prejudiced by having made those expenditures. For example, a party shall not be considered prejudiced by having made some expenditure to acquire a potential development site if the property obtained is approximately as valuable under the new classification as it was under the old, for the expenditure can be recovered by a resale of the property.

4. To the extent that a nonconforming project can be made conforming and that expenditures made or obligations incurred can be effectively utilized in the completion of a conforming project, a party shall not be considered prejudiced by having made such expenditures.

5. An expenditure shall be considered substantial if it is equal to 10 percent or more of the total estimated cost of the proposed project (excluding land acquisition).

6. A person shall be considered to have acted in good faith if actual knowledge of a proposed change in the code affecting the proposed development site could not be attributed to him or her.

7. Even though a person had actual knowledge of a proposed change in the code affecting a development site, the hearing examiner may still find that he or she acted in good faith if he or she did not proceed with his or her plans in a deliberate attempt to circumvent the effects of this code. The hearing examiner may find that the developer did not proceed in an attempt to undermine the code if it determines that: (a) at the time the expenditures were made, either there was considerable doubt about whether any code

would ultimately be passed, or it was not clear that the proposed code would prohibit the intended development, and (b) the developer had legitimate business reasons for making expenditures.

C. When it appears from the developer's plans or otherwise that a project was intended to be or reasonably could be completed in phases, stages, segments, or other discrete units, the developer shall be allowed to complete only those phases or segments with respect to which the developer can make the showing required under subsection (B) of this section. The hearing examiner shall, in determining whether a developer would be unreasonably prejudiced if not allowed to complete phases or segments of a nonconforming project, consider the following in addition to other relevant factors:

1. Whether any plans prepared or approved regarding uncompleted phases constitute conceptual plans only or construction drawings based upon detailed surveying, architectural, or engineering work.

2. Whether any improvements, such as streets or utilities, have been installed in phases not yet completed.

3. Whether utilities and other facilities installed in completed phases have been constructed in such a manner or location or such a scale, in anticipation of connection to or interrelationship with approved but uncompleted phases, that the investment in such utilities or other facilities cannot be recouped if such approved but uncompleted phases are constructed in conformity with existing regulations.

D. The hearing examiner shall not consider any application for the permit authorized by subsection (B) of this section that is submitted more than 60 working days after the effective date of this code. The hearing examiner may waive this requirement for good cause shown, but in no case may it extend the application deadline beyond one year.

E. The hearing examiner shall send copies of this section to the persons listed as owners for tax purposes (and developers, if different from the owners) of all properties in regard to which permits have been issued for nonconforming projects or in regard to which a nonconforming project is otherwise known to be in some stage of development. This notice shall be sent by certified mail not less than 15 working days before the effective date of this code.

F. The hearing examiner shall establish expedited procedures for hearing applications for permits under this section. These applicants shall be heard, whenever possible, before the effective date of this code so that construction work is not needlessly interrupted. (Ord. 1057-09 § 1; Ord. 1051-09 § 1; Ord. 715-00; Ord. 630 § 2 [16.06.160(J)], 1995)