

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
June 12, 2014**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) Drug Education - Spice

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) Code Enforcement
- 2) Police Report
- 3) Planning Board Minutes

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

- 1) Approval of the Council Meeting Minutes
- 2) Approval of Vouchers

ACTION ITEMS:

- 1) Triad Contract for Design for Traveler's Park
- 2) Ordinance 1198-14 Local Options Authorizing Ordinance
- 3) FEMA Buyout – Authorization to Proceed with Application
- 4) Ordinance 1197-14 – Geologically Hazardous Areas

DISCUSSION: Time Permitting

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session:

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

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

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Presentations 1

DATE: June 12, 2014

SUBJECT: Drug Education – Spice Use

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

The Council will receive a presentation from Tessa Lomans that she presented to her health class on the harmful drug known as “Spice”.

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1
DATE: June 12, 2014
SUBJECT: Community Service Officer
CONTACT PERSON: Victoria Forte', Community Service Officer

STAFF RECOMMENDATION:
Receive Report, no action required

BACKGROUND:
Code Enforcement Report

Handwritten initials 'VF' in black ink, consisting of a vertical line, a diagonal line crossing it, and a horizontal line at the bottom.

Project lead	Start Date	Case #	Property Address	Owner Name	Violation Category										1st	2nd	most recent	Final		
					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Hazard	Sight Obstruction @ ROW	Vehicle Dismantling	No permits/Rubbish / Trash	Illegal building structure	ADU w/ Inhabited trailer coaches	Other						
Bob	3.26.2012	12-423	14006 339th St SE	Wolter**													4.3.2012	10.16.2012	1.3.2013	
	1.15.2013	13-300	402 5th Place	Sunquist/pending repo													1.22.2013	3.18.2013		
???	2.5.2013	13-305	707 Alder Ave	Jordan													2.12.2013			
Bob	3.26.2013	13-317	Willow Run East	HOA													4.7.2013	4.16.2013	5.7.2013	No sign permit
	4.16.2013	13-321	Cemetery Road	Swazey		x											5.7.2013	5.14.2013		
	8.6.2013	13-380	Steen Park	Green				x	x								8.6.2013	9.6.2013	10.15.2013	3.25.2014
	8.12.2013	13-381	311 4th street	pending repo	X															see 13-408
	8.20.2013	13-384	208 Skywall Drive	Beuhler				x	x								8.20.2013			
	9.3.2013	13-386	913 Fir Ave	Fed National Mortgage	x		x	x									9.10.2013			1.7.2014
	9.30.2013	13-393	Ixtapa building	AGM inc													9.30.2013	10.21.2013	4.22.2014	5.5.2014
	9.30.2013	13-394	33818 SR2	Eastate Motors Inc													10.4.2013	11.12.2013	11.20.2013	
	9.30.2013	13-395	Marcus Street duplex	Jessup		x											9.27.2013	10.21.2013		1.7.2014
	11.19.2013	13-403	912 1st Street	Rogers/pending repo													11.19.2013	4.22.2014		
	11.19.2013	13-404	516 Stevens Ave	Turner													11.19.2013			1.7.2014
	12.16.2013	13-407	716 Main Street	Moats													12.17.2013	3.24.2014		4.15.2014
	12.18.2013	13-408	311 4th Street	foreclosure	x												4.2.2014	4.22.2014	5.12.2014	5.28.2014
	1.1.2014	14-400	107 Birch	Forrest		x											12.31.2013			1.6.2013
	1.7.2014	14-401	401 8th Street	rental mngmt co.													1.7.2014			1.13.2014
	1.7.2014	14-402	106 6th Street	Jerden													1.7.2014	3.24.2014		4.5.2014
	1.13.2014	14-403	719 Junction Lane	Penny/Mac Corp													2.18.2014	3.24.2014	6.2.2014	
	1.27.2014	14-404	207 Date Ave	Wiediger													2.25.2014			3.24.2014
	1.27.2014	14-405	209 Date Ave	Wiediger													2.25.2014			3.24.2014
	1.27.2014	14-406	Skywall Dr/ROMAC	Residents													1.28.2014			2.2014
	1.27.2014	14-407	Bamron Lumber/ROMAC	Bamron													1.28.2014			2.2014

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					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Hazard	Sight Obstruction @ ROW	Vehicle Dismantling	No permits/Rubbish / Trash	Illegal building structure	ADU w/ Inhabited trailer coaches	Other							
	1.27.2014	14-408	32807 138th St SE	Sharp													2.25.2014	3.26.2014			
	1.27.2014	14-409	Skoglund	HOA													x	2.25.2014		3.24.2014	
	1.27.2014	14-410	1115 Merea Lane	Lemke													x			2.2014	
	1.28.2014	14-411	608 3rd Street	Midfirst Bank														2.25.2014	3.26.2014	4.22.2014	
	1.13.2014	14-412	810 Pine Street	Glidewell/pending Repo																	
	1.13.2014	14-413	406 Bell Street	Marshall		x												2.25.2014	3.10.2014		
	2.25.2014	14-414	466 Marilyn Lane	Thompson														2.25.2014	4.22.2014	5.6.2014	
	2.25.2014	14-415	484 Marilyn Lane	Keijsompop														2.25.2014	3.6.2014	3.24.2014	
	2.18.2014	14-416	717 Junction Lane	Shisler														2.25.2014	3.25.2014		
	2.18.2014	14-417	721 Junction Lane	French														2.25.2014	3.24.2014	4.22.2014	Bob
	2.18.2014	14-418	710 Murphy Lane	Whitt														2.25.2014	3.24.2014	4.07.2014	
	3.11.2014	14-419	812 Dyer Rd	Giese														3.11.2014	3.25.2014		
	3.11.2014	14-420	100 Birch Ave	Meadows														3.11.2014		3.25.2014	
	3.24.2014	14.421	413 Cedar Ave	Lewis														3.24.2014	4.22.2014	5.5.2014	
	3.24.2014	14.422	718 Junction Lane	Haaland														3.25.2014		4.15.2014	
Bob	3.24.2014	14.423	32822 132nd St SE	Wright																	
	3.24.2014	14.424	13896 Beech Court	Mariano														3.24.2014		4.15.2014	
	3.24.2014	14.425	4th/Fir	Seigel														3.24.2014	4.1.2014	6.2.2014	
	3.31.2014	14.256	707 Alder Ave	Jordan														3.31.2014		4.2.2014	
	4.15.2014	14.257	212 Skywall Drive	HUD														4.22.2014			
	4.21.2014	14.258	219 Alder Ave	Valley														4.21.2014	4.22.2014		
	4.21.2014	14.259	13014 311th Ave SE																	4.21.2014	
	4.21.2014	14.260	32340 142nd Ave SE	foreclosure														x	5.5.2014	5.12.2014	
	4.15.2014	14.261	Marcus Street Mobile Park	Maxwell																	

Project lead	Start Date	Case #	Property Address	Owner Name	Diagonal Headers										1st	2nd	most recent	Final
					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Workless Weeds	Over-Crowding/Infringement	Sight Obstruction Hazard	Vehicle Obstruction @ ROW	Accumulation of Debris	No permit Business License	Illegal building structure	ADU w/ Inhabited trailer coaches				
	4.22.2014	14.262	701 Main Street															
	4.22.2014	14.263	810 1st Street	Johnson/Pohaku						x				x	4.22.2014			4.22.2014
	5.5.2014	14.264	511 Alder Avenue	Kaylor							x				5.5.2014	5.19.2014		
	5.12.2014	14.265	107 10th Street	Fortier						x					5.12.2014			
	5.12.2014	14.266	303 4th Street	Secrest						x					5.12.2014			
	5.13.2014	14.267	910 Pine Avenue	foreclosure		x	x								5.13.2014			5.19.2014
	5.13.2014	14.268	102 2nd Street	Houvenner							x				5.13.2014			
	5.13.2014	14.269	107 Main Street	Beahm	x						x				5.13.2014	5.28.2014		
	5.13.2014	14.271	106 4th Street	Meyor					x						5.13.2014			5.19.2014
	5.13.2014	14.272	511 3rd. Street	Meyor					x						5.13.2014			5.19.2014
	5.13.2014	14.273	700 Main Street	Tran						x					5.13.2014			
	5.13.2014	14.274	Steen Park	Green/HOA		x	x								5.13.2014			
	5.13.2014	14.275	307 3rd Street	Cross		x	x								5.28.2014			
	5.13.2014	14.276	613 Alder Ave	Lopez									x		5.13.2014			
	5.20.2014	14.277	711 8th Street	Lacasse	x													unfounded
	5.21.2014	14.278	802 Pine Street	Deaver		x							x	5.20.2014	6.3.2014			
	5.27.2014	14.279	211 6th Street	Church		x	x							5.28.2014				
	5.28.2014	14.280	205 Birch Avenue	HUD Home		x	x							6.2.2014				
	5.28.2014	14.281	204 Skywall Drive	Martin		x	x							6.2.2014				
	5.28.2014	14.282	208 Skywall Drive	Buehler		x	x							6.2.2014				
	5.28.2014	14.283	Vacant lot Skywall Drive	Spenser		x	x							6.2.2014				
	5.28.2014	14.284	215 Alder Avenue	Safe Guard Properties							x			6.2.2014				
	5.28.2014	14.285	406 Date Street	Hendrickson		x	x							6.2.2014				

Project lead	Start Date	Case #	Property Address	Owner Name	Diagonal Headers										1st	2nd	most recent	Final	
					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Workless Weeds	Over-Crowding/Infringement	Sight Obstruction Hazard	Vehicle Obstruction @ ROW	Accumulation of Debris	No permit Business License	Illegal building structure	ADU w/ Inhabited trailer coaches					Other
	5.28.2014	14.286	401 8th Street	rental mngmt Co.			x								6.2.2014				
	5.28.2014	14.287	310 Main Street	Robbins			x	x							6.2.2014				
	5.28.2014	14.288	511 Main Street	Kreps			x								6.2.2014				
	5.28.2014	14.289	312 Date Street	Larson			x								6.2.2014				
	5.28.2014	14.290	810 Pine Street	Mortgage Cont. Services							x				6.2.2014				
	5.28.2014	14.291	107 Ash Avenue	Hazel		x	x								6.2.2014				
	5.28.2014	14.292	111 3rd Street	Kohl			x	x							6.2.2014				
	5.28.2014	14.293	107 5th Street	Chittick							x				6.2.2014			6.3.2014	
	5.28.2014	14.294	vacant lot 10th Street	Clark Family Trust		x	x								6.2.2014				
	5.28.2014	14.295	932 Perkins Way	Osterkamp			x	x							6.3.2014				
	5.28.2014	14.296	926 Bryant Road	Kesler	x										6.3.2014				
	5.28.2014	14.297	Skoglund Estates	Management Co.		x	x								6.3.2014				
	5.28.2014	14.298	Cascade View Ball Park	City of Sultan		x	x							5.28.2014					
	5.28.2014	14.299	405 High Street	Mason	x					x	x				6.2.2014				
	5.28.2014	14.300	706 Salmon Run	Waltman			x	x							6.3.2014				
	5.28.2014	14.301	704 Salmon Run									x			fence				
	6.3.2014	14.302	1215 Loves Hill Drive	Hemingway			x	x							6.3.2014				
	6.3.2014	14.303	108 8th Street	Federal National			x	x							6.3.2014				
	5.28.2014	14.304	602 Walnut Ave	Blair							x							6.3.2014	
	6.3.2014	14.305	714 Depot Lane	Holmes	x										6.3.2014				
	6.3.2014	14.306	718 Depot Lane	Miller	x										6.3.2014				



Sheriff Ty Trenary

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



Mayor Carolyn Eslick

Notable Events of May 2014

Let's talk about the numbers:

The City of Sultan saw a reduction in reported burglaries in the month of May over the same month a year ago. Vehicle prowls, vehicle thefts and vehicle recoveries all went down as well. We did have one more reported petty theft this year in May than we did last year in May. We also had a significant reduction in the number of collisions, DUI arrests, traffic hazard reports and traffic problems. We had a significant increase in the number of traffic stops in Sultan by our deputies. These stops are not necessarily traffic infractions or "tickets". Often times, if we are seen making traffic stops it will lower these traffic related calls in the bigger picture; drivers will slow down and take more care in driving if the police are out and active in the area. Ultimately, the number calls handled by each deputy in Sultan are nearly unchanged on the report from last year to this year in the month of May.

Lately we've experienced a surge in residents complaining that things are very bad and getting worse in Sultan as it relates to criminal behavior. The numbers don't support this claim but perception is extremely important to each of us and to your city staff and police department. We're working with active members of the community to get residents to call 911 when they see something suspicious or criminal in nature. I am personally working with the Mayor and the City Administrator, Ken Walker to help these active community members focus on the issues in their neighborhoods. We're encouraging residents to be more aware and involved and to always call 911 when they see something suspicious. The City is also exploring the idea of coordinating more active block watch to be more like a citizen's patrol.

One of the complaints that came to us in a recent block watch meeting was that we are not patrolling or even responding to calls on Walnut Street. I pulled the numbers for calls on that street and found that we've responded to calls 11 times this year so far. We've also done some extra patrols in the area lately to be more visible.

As I've said in previous monthly reports, many of the incidents of crime in our neighborhoods are perpetrated by a very small group of individuals. One person can commit multiple offenses in one night of prowling cars!

The Sheriff's Office has a program where citizens can become volunteers and can step up to be part of the solution. Please consider making yourself part of a local block watch team in your neighborhood!

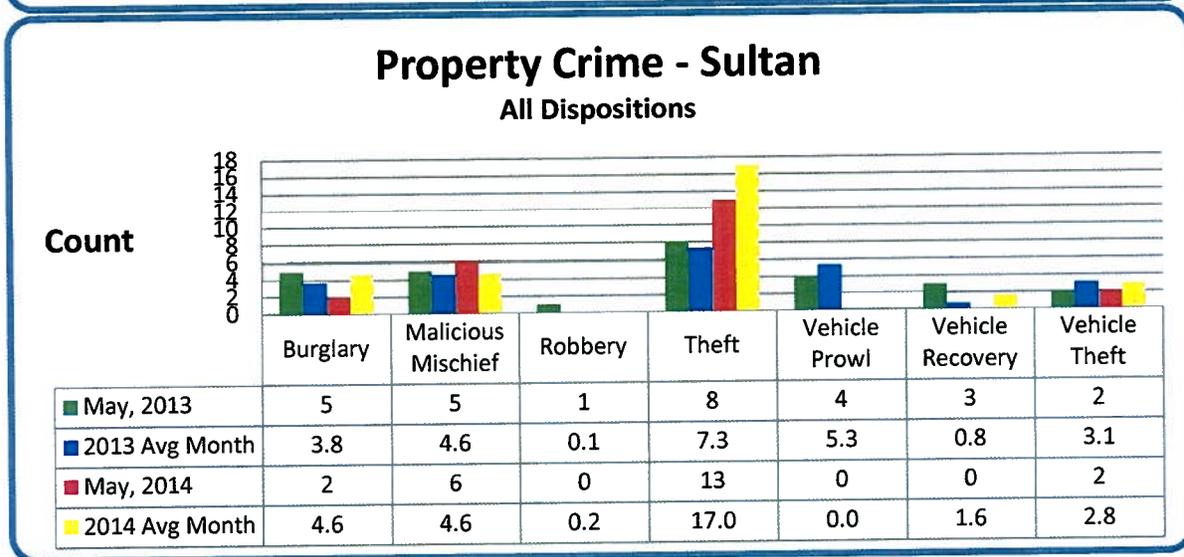
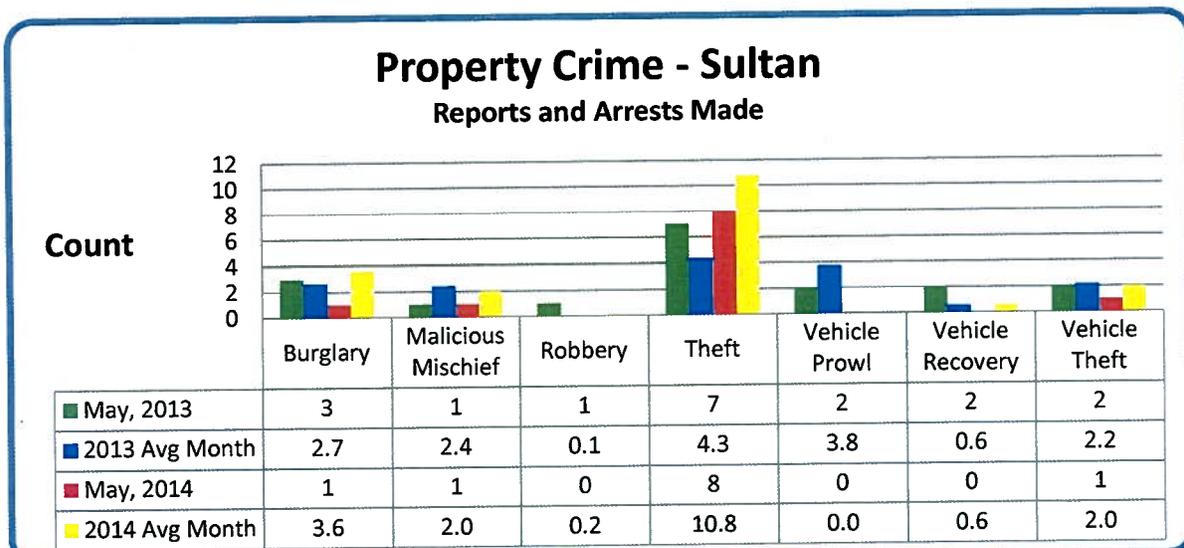
***Always remember that if it looks suspicious or it isn't right, please call 911**

**Our Mission is to provide safe communities through dedication and professional service.
 Our vision: It is our promise that Snohomish County will have a Sheriff's Office that is community-minded,
 progressive and professional.**

"Community First, Public Safety Always."

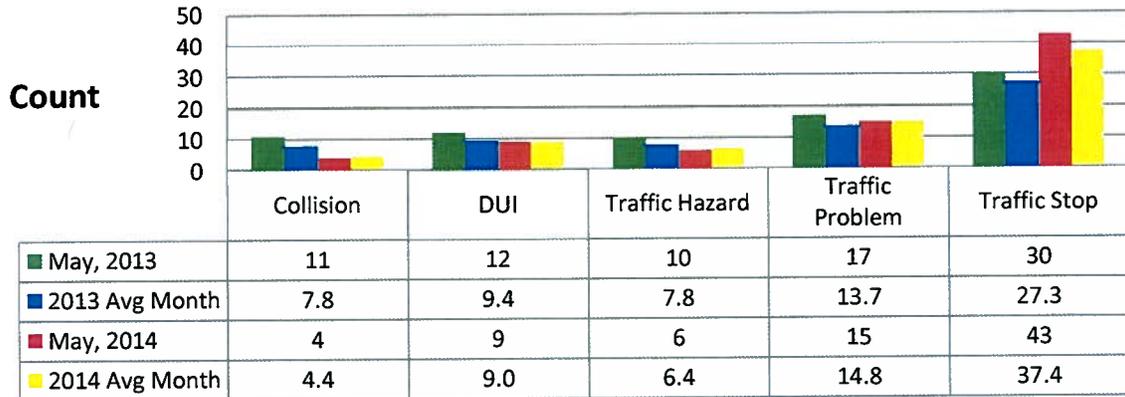
**Chief Monte Beaton
 Sultan Police Department**

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



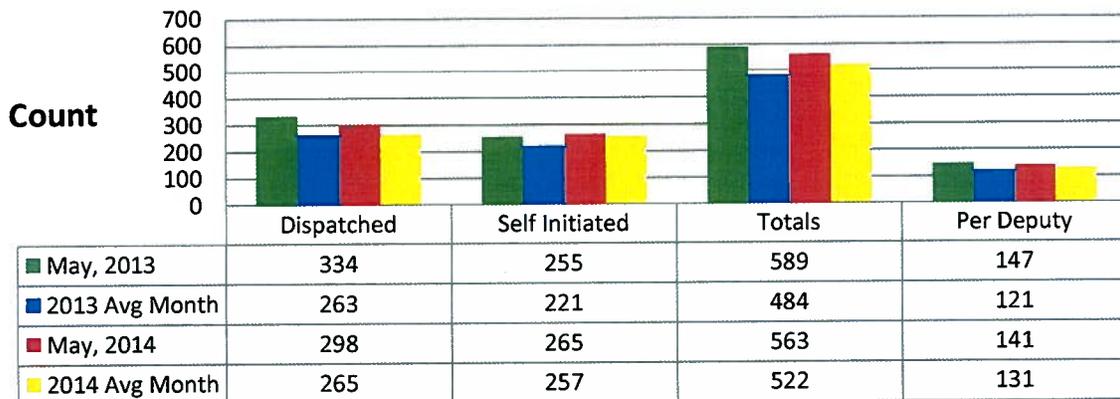
Traffic Calls - Sultan

All Dispositions



Calls By Source - Sultan

All Dispositions



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

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

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-3
DATE: June 12, 2014
SUBJECT: Planning Board Minutes
CONTACT PERSON: Robert Martin, Community Development Director



ISSUE:
Transmitting Planning Board Minutes from May 6, 2014 meeting.

STAFF RECOMMENDATION:
Receive Report, no action required.

ATTACHMENT A: Planning Board Minutes of May 6, 2014

SULTAN PLANNING BOARD MINUTES
May 6, 2014

PLANNING BOARD MEMBERS PRESENT:

Lucy Hitchcock
Gloria Reedy
Sean Gossett
Janet Peterson

STAFF PRESENT:

Robert Martin, Director

CALL TO ORDER:

Call to Order at 7:04 p.m.

CHANGES TO THE AGENDA:

PUBLIC COMMENTS:

PLANNING BOARD MEMBER COMMENTS:

Ms. Peterson appreciated the time to go through all of the Title 18 draft. It was a lot of work.

APPROVAL OF MINUTES:

The Board provided some corrections related to start and adjournment of the meeting of April 1. Ms. Peterson moved adoption of the April 1, 2014 minutes with corrections made by the Board. Ms. Reedy second.
All Ayes.

PUBLIC HEARING AND ACTION ITEMS:

PH-1: Public Hearing on Planning Board Draft of new Zoning Code, Title 18.

Ms. Hitchcock read the hearing procedures and opened the public hearing.

Gerry Gibson, 1102 Dyer Rd.

Mr. Gibson testified in opposition to inclusion of Accessory Dwelling Units as proposed in Chapter 18.168. He feels that it will be abused and not in keeping with neighborhood development patterns.

Mr. Gibson testified in opposition to inclusion of Prezone provisions as proposed in Chapter 18.206. He specifically objected to the language provided by state statute concerning "health and safety" clause provided under the state's police powers.

Tom Green, 32400 132nd SE.

Mr. Green testified in favor of Accessory Dwelling Units as proposed in Chapter 18.168. He feels that they provide needed housing alternatives, and potentially needed extra income.

Mr. Green testified in favor of Prezone provisions as proposed in Chapter 18.206. He also affirmed the "Table Driven" approach used in the draft code. It makes things easier to understand.

Mr. Martin read an e-mail submitted for the record by Judy Heydrick objecting to the Pre-zone process being included in the new Title 18.

The Board asked Mr. Martin for comments on various items.

There was no further public testimony.

Ms. Reedy moved to close the Public Hearing.
Mr. Gossett second.
All ayes.

Ms Hitchcock thanked everyone for participating.

A-1: Recommendation to City Council on adoption of new proposed Title 18, Zoning Code.

The Board discussed options and intentions for proceeding with the Zoning Code adoption process.

Board members went through close-order edits and corrections from their individual work on the code prior to the meeting. Mr. Martin cataloged the comments and will incorporate them in the draft that is transmitted to the City Council.

Ms. Peterson moved to forward the Planning Board Draft of Title 18 to the City Council with a recommendation for adoption.

Ms. Reedy second.
All Ayes.

Coincident with this action, the Board acted by consensus to cancel the previously scheduled work session on Title 18 set for May 20, 2014, as they have completed work on the code.

A-2: Set Public Hearing: Public Hearing on amendment to Title 19, Land Division Code; Setting short plat lot maximum at 9 lots instead of 4 lots.

Mr. Martin introduced the topic. Both the state statutes on platting law, and the SEPA environmental review process now set the short plat maximum at 9 lots. Staff recommends that the Board conduct a public hearing to consider amending Title 19 to include this new maximum.

Mr. Gossett moved to set a public hearing for June 3, 2014, to take public testimony on the proposed amendment to Title 19.

Ms. Peterson second.
All Ayes.

DISCUSSION AND STUDY ITEMS:

PLANNING BOARD MEMBER COMMENTS:

ADJOURNMENT:

Ms. Peterson moved adjournment.
Ms. Reedy second.
All Ayes.

Adjourned at 9:28

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: June 12, 2014
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director



SUMMARY:

Attached are the minutes of the May 22, 2014 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – May 22, 2014

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

PRESENTATIONS:**Public Works Week – Employee Recognition**

The Week of May 19, 2014 is National Public Works Week. The City of Sultan will be recognizing staff years of service and the Public Works Department for their work at Sultan.

Recognize the Public Works staff because Public Works Week is May 19-24, 2014:

Mick Matheson, Connie Dunn, Julie Addington, James Barns, Mike Williams, John Harris, Todd Strom, Matt Wood, Jason Strauss, John Keller, Janice Mann, Cyd Donk

Recognize years of service 5 years and greater:

Laura Koenig – 35 years; Donna Murphy – 35 years; Connie Dunn – 25 years; Julie Addington – 17 years; Mike Williams -16 years; Jim Barns - 16 years; Cyd Donk – 11 years; John Harris – 10 years; Todd Strom – 10 years; Janice Mann – 5 years; Rosemary Murphy – 5 years.

Mayor Eslick thanked all the staff. There is an incredible staff at the city – small staff and they take on more work.

Sno-Isle Library Annual Report

Jackie Personeus provide the annual Library report. The Library was started over 100 years ago by the Women's Improvement Club. Customers checked out 123,000 items in 2013 and 367 new customers signed up for a library card. There are 3440 library card holders in Sultan and the door count was 85,000 visits in 2013. The library presented programs for children, teens and adults. The Masonic Lodge sponsored the Books for Bikes program in all 21 Sno-Isle Libraries. The Friends of the Library provide funding for programs and scholarships from money raised at the three book sales. The Library Board, Friends of the Library, volunteers and staff all strive to achieve the mission of the Sno-Isle Libraries to be a community doorway to reading, resources, and lifelong learning, and a center for people, ideas, and culture.

COMMENTS FROM THE PUBLIC:

Mark Willett: Requested the City apply for the grant for buyout of property under the flood program. His property is at the end of Dyer Road with no houses around. He talked to the neighbors and it was suggested the property could be used for a pea patch. The goal is to decrease the environmental impact on the river as it is salmon spawning area. The grant is 100% fund including the pre-app process. Willing to help pay if needed.

Tom Green: Walbrun Road creates a dangerous situation on Highway 2 when people stop on the highway to turn left. The city should put up a no left turn sign on the road or put barrier in the road. It is a state highway and they may object. No accidents yet but it may happen.

Kay George: For the FEMA buyout, there are lots in her subdivision that qualify. If the city buys one are they obligated to buy all? The public areas are maintained by the people who live there. She would not like to see small park lots from the FEMA buyout program. The cemetery and parks don't have enough staff to maintain them now and this would put more stress on the park department. Should consider all factors and review on case by case basis. There is a honey bucket on Highway 2 that does not look good. People should use local business and spend money instead of having it on the highway 2.

CITY OF SULTAN COUNCIL MEETING – May 22, 2014**COUNCILMEMBER COMMENTS**

Beeler: Sultan was on the news the other regarding the spice problem with two kids that had serious issues. Approved marijuana and it makes him mad that the use is occurring in the city. Hopes the FEMA program works for Mr. Willett. They are here to help the public. They are not obligated to take on properties but may be in best interest to try to help the residents. There are options for the vacant lots – understands concerns. Understand the issue with Walbrun road but the bridge is the issue for fixing the problem.

Neigel: Thanks the volunteers that worked on Highway 2. It looks great.

Davenport-Smith: Helped work on the FEMA application with Mark Willett and he has done a lot of work to reduce city staff time. He did go out to get neighborhood support and they need to know if there is a benefit to the city. The property must be left as open space and it could be used as pea patch adopted by the neighbors. Agrees that Walburn Road is a danger.

Naslund: The news sells ad space and the story on the spice was not provided by the schools or police. The kids dramatized the events.

Kim Kenagy: The District 5th grade camp is this week. The Girl's softball team going to state for first time. Senior Tea is June 4th and Graduation is June 7th.

Mayor Eslick: The honey bucket in Travelers Park is there because people have been using the bushes and picnic area for a toilet. It needs to be there but there could be shrubs around it. Most businesses don't have a public restroom. The news media was out four times regarding the spice incident without notifying the city. The young man did not almost die as he has portrayed. She tried to buy in town and could not find any – maybe due to her position. The County was going to hold up the timber sale near the Wallace Falls area as they would like the property conveyed to them for a park.

CITY ADMINISTRATOR

Ken Walker: Staff would like direction from the Council on agenda items. Items not involving money could be placed on the consent agenda; any item on the consent agenda can be moved to action. FEMA: Staff did look at other properties with a clear benefit to the city. They talked to the owner of the old feed store and they are not willing to sell. The Council address comments made by citizens that are present and staff have received requests that they also respond to written comments.

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

- 1) Code Enforcement
- 2) Animal Control
- 3) Public Works
- 4) Planning Board Minutes

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council. On a motion by Councilmember Davenport-Smith, seconded by Councilmember Neigel the consent agenda was approved as presented. Seehuus – aye, abstain on minutes; Walker – aye; Davenport-Smith – aye, Neigel – aye; Naslund – aye; Beeler - aye.

- 1) Approval of the May 8, 2014 Council Meeting Minutes
- 2) Approval of the May 8, 2014 Public Hearing minutes on the 2014 Budget Amendments

CITY OF SULTAN COUNCIL MEETING – May 22, 2014

- 3) Approval of Vouchers in the amount of \$183,734.32 and payroll through May 9, 2014 in the amount of \$39,694.74 to be drawn and paid on the proper accounts.
- 4) Excused absence of Councilmember McCarty from the May 22, 2014 Council meeting

ACTION ITEMS:**Ordinance 1196-14 – Bond Ordinance**

The issue before the Council is to adopt Ordinance 1196-14 authorizing the issuance of water and sewer revenue bonds in an aggregate principal amount not to exceed \$3,000,000 to finance the cost of improvements to the City's water and sewer system; authorizing the sale of the bonds to D.A. Davidson & Co.; and delegating to the City Administrator or Finance Director the authority to approve final terms of the bonds.

Ordinance 1194-14 authorizing the issuance of Water/Sewer Revenue Bonds was passed on April 24, 2014. Staff has been working with James Nelson, D.A. Davidson & Co and David Thompson, K & L Gates, Bond Attorney, to finalize the details for the bond issue and the proposed rating change with Standards and Poor's.

At the March 22, 2014 Council retreat, the Council requested staff proceed with the necessary process to issue the Water/Sewer Revenue Bonds to finance the High Avenue and 4th Street utility lines and for the water booster pump station. Due to problems with the Alder Avenue bids, the city has increased the bond amount to cover funding shortfalls for the water, sewer and storm systems.

Jim Nelson, D.A. Davidson & Co. gave an overview of the bond and rating process for the bonds. The bonds will be non-callable for the first ten years and then the city has the option of paying off the balance of the bonds. Issuing the bonds will allow the city to proceed with projects and retain funds for emergencies.

On a motion by Councilmember Naslund, seconded by Councilmember Walker, the Council adopted Ordinance 1196-14 authorizing the issuance of water and sewer revenue bonds in an aggregate principal amount not to exceed \$3,000,000 to finance the cost of improvements to the City's water and sewer system; authorizing the sale of the bonds to D.A. Davidson & Co.; and delegating to the City Administrator or Finance Director the authority to approve final terms of the bonds. All ayes.

Trane Proposal

The issue before the Council is to authorize staff to request the Department of Enterprise Services to initiate the contracting process with TRANE to prepare Investment Grade Audits for the Wastewater Treatment Plant and the Potable Water Booster Pump Station.

The Investment Grade Audit for the Potable Water Booster Pump Station (\$190,903 plus tax) is included as part of the bond package the City is working to implement.

The Investment Grade Audit of the Wastewater Treatment Plant (\$52,709 plus tax) is proposed to be funded with Sewer Capital funds.

The cost of the Investment Grade Audit will be rolled into the final cost of the project should the City proceed with the implementation of the subject projects. Should Trane complete the IGA scope and identify a scope of work that meets the Cost Effectiveness requirements, and the City chooses not to move forward with Trane, the City would be required to reimburse Trane the entire IGA fee within 30 days after the submission of the Energy Service Proposal. If Trane is unable to identify a scope of work that meets the identified Cost Effectiveness requirement (cash flow positive within the life of the equipment) the City will not be financially obligated to Trane for this Investment Grade Audit.

CITY OF SULTAN COUNCIL MEETING – May 22, 2014**Trane:**

Discussion: Councilmembers Naslund and Seehuus have objections to the price of the study; Councilmember Walker was not in favor of including the water project, as it is not viable for a grant. Concern was expressed over the lack of a competitive bid process; work included in the investment grade audit; design costs; grants not guaranteed; process would allow for a guaranteed contract price.

Councilmember Neigel moved to authorize staff to request the Department of Enterprise Services to initiate the contracting process with TRANE to prepare Investment Grade Audits for the Wastewater Treatment Plant and the Potable Water Booster Pump Station. Second by Councilmember Beeler. Ayes – Davenport-Smith, Neigel, Beeler, Mayor Eslick. Nay – Naslund, Seehuus, Walker

BHC Contract – Mapping

BHC Consulting has done the City's land use base mapping for several years. They have the current Zoning/Comprehensive Plan Map in their GIS database. The firm is the most reasonable source for updates of the mapping as they do not have to reconstruct the base map. The most recent contract with BHC has expired. This proposal establishes a new contract with BHC so that the City can update the Zoning Map that accompanies adoption of the new Zoning Code, Title 18. The same base map will be used for updates that will be adopted as part of the 2015 Comprehensive Plan Update.

On a motion by Councilmember Beeler, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign the contract with BHC Consulting. All ayes.

Alder Avenue Bid Award

The issues before the council are to award Bid Schedules A, B, and C (Base Bid) plus a five percent contingency for the Alder Avenue Reconstruction project to SRV Construction Inc.; and to authorize the Mayor to sign a contract with SRV Construction Inc., not to exceed \$913,400.00 without prior written authorization from City Council.

The lowest responsive, responsible bidder is SRV Construction. The available funding the day of the bid opening was significantly less than the low bid. The bid was broken into three schedules. Schedule A is Alder Avenue Street Improvements, Schedule B is the Alder Avenue Water and Sewer Improvements, and Schedule C is Alder Avenue Sidewalk Improvements.

Staff reached out to the Transportation Improvement Board (TIB) to inquire about supplemental funding for Schedule A (Street Improvements). Originally the TIB did not support funding for Alder Avenue due to its classification. In order to receive the \$500,000 legislative proviso, the City requested a Federal Functional Classification for Alder which was approved by WSDOT. As such, TIB has now reconsidered and has agreed to fund 13.5% of the Schedule A street funds (\$70,951), which reduced the Schedule A shortfall to \$14,612.50. The City is planning to make up the balance using REET 2 funds.

Staff also reached out to Community Development Block Grant (CDBG) to ask about supplemental funding for Schedule B (Water & Sewer). Staff prepared a request for supplemental funding on May 15, 2014, and received verbal confirmation that CDBG would be able to supplement \$50,000 towards Schedule B improvements. This reduced the Schedule B shortfall to \$34,789.

The City's consultant (Gray & Osborne, Inc.) has prepared a letter recommending that SRV Construction be awarded the contract.

After receiving additional funding after the bid opening, there is a Schedule A shortfall of \$14,612.50, a Schedule B shortfall of \$34,789, and a Schedule C shortfall of \$615.

CITY OF SULTAN COUNCIL MEETING – May 22, 2014

The City's bond application for water and sewer improvements includes \$92,000 for sewer and water improvements for Alder Avenue. With the \$50,000 CDBG supplemental funding and a five percent construction contingency, the bond money will cover the shortfall and leave a \$57,000 buffer. The Schedule C shortfall of \$615 is proposed to be covered with REET 2 funds.

On a motion by Councilmember Naslund, seconded by Councilmember Walker, the City awarded the base bid plus a five percent contingency for the Alder Avenue Reconstruction project to SRV Construction, Inc. and authorize the Mayor sign a contract with SRV Construction, Inc. for an amount not to exceed \$913,400.00. All ayes.

Banner Signs (Boom Town)

Staff recommends authorizing the purchase of two (2) Boom Town Community/Business signs with powder coating in green from Industrial Fabrication Company Inc. in Sultan for \$4,474.10 and the decals made and installed onto the signs by Signco 2012 in Monroe for \$2,146.83.

The City of Sultan applied and received \$10,500.00 from the Snohomish County Tourism Board earlier this year. The basic design was submitted with the grant application. City staff has met with business owners and citizens to fine tune the design.

The sign is to be 5" steel tubing framework with canvas/vinyl banners placed in the provided slots. The larger top banner will be for the City and Sky Valley Chamber to display community events. The smaller 2' X 5' banner spaces will be leased to businesses on an annual basis with the businesses maintaining their banners. The signs will provide 24 spaces at \$100.00 per year, which will help with maintenance and additional signage along the US 2 corridor.

On a motion by Councilmember Neigel, seconded by Councilmember Naslund, staff was approved to purchase the framework and decals not to exceed \$7,020.93 for the framework and decals on the Boom Town Community/Business signs to be displayed on US 2. All ayes.

WH Pacific Contract Extension

Authorize the Mayor to sign Addendum No. 8 with WHPacific (WHP) to increase the contract amount from \$250,845 to an amount not to exceed \$255,845.

The purpose of the contract amendment is to ensure adequate expenditure authority to provide continued on-call engineering and survey support on an as-needed basis until October 1, 2014 to allow the City adequate time to complete an on-call selection process.

At the March 13, 2014 council meeting, Council requested that the City provide an opportunity for other consulting engineering firms to compete for the on-call consultant contract, since WHPacific has held this contract since May 27, 2010. To provide City staff adequate time to complete an on-call consultant selection process, staff is recommending extending the WHP contract an additional four months to provide continued on-call engineering and survey support in the interim timeframe.

On a motion by Councilmember Beeler, seconded by Councilmember Walker, the Mayor was authorized to sign Addendum No. 8 with WHPacific (WHP) to increase the contract amount from \$250,845.00 to an amount not to exceed \$255,845, and extend the duration of the contract an additional four months with a new expiration date of October 1, 2014. All ayes.

Interlocal Agreement – Conservation Futures

The issue before the Council is to authorize the Mayor to sign the Interlocal Agreement with Snohomish County for Acquisition of Property with Conservation Futures Funds to purchase of property along the Sultan River between Osprey and River Parks.

The City was awarded a grant in the amount of \$324,600 for the purchase of the trail property. In 2013, the Snohomish County Executive's Office called for grant applications for the Snohomish County Conservation Futures Grant Program. Funding for this new round comes

CITY OF SULTAN COUNCIL MEETING – May 22, 2014

from Snohomish County's recent bond sale with \$25 million available for Conservation Futures purchases.

Constructing a trail along the Sultan River, connecting Osprey and River Parks is an important Economic and Community Development Project in the City of Sultan and is an eligible project for the Conservation Futures Grant Program. Connecting the two parks with a trail is the first step in the connectivity of the City's park system and Downtown Core. Design and construction of the Pedestrian and Bicycle Bridge crossing the Sultan River will extend the experience further to Sportsmen's Park.

Staff has worked with Snohomish County to provide the required legal descriptions of the proposed property purchase and lease to complete the Interlocal Agreement. The city cannot purchase the Washington State Parks property; however, they can enter into a long-term lease agreement.

On a motion by Councilmember Walker, seconded by Councilmember Seehuus, the Mayor was authorized to sign the Interlocal Agreement with Snohomish County for Acquisition of Property with Conservation Futures Funds to purchase of property along the Sultan River between Osprey and River Parks. All ayes.

Resolution 14-06 Financial Policies

The issue before the Council is the adoption of Resolution 14-06 formalizing financial policies for the City of Sultan. These policies, as presented, represent financial operating directions provided by City Council and followed by city staff in the operation of the city.

As good stewards of the public's resources, the City Council and City Administrator are required to follow sound financial management. It is prudent to have these policies in writing, to provide support and direction to city staff. Clear and well designed financial policies provide consistent guidance regarding financial and budget decisions, and serve to assure citizens, creditors, grantors, and others interested in the City's financial condition that the City is operated in a fiscally sound and prudent manner. Adopting this resolution demonstrates the commitment to sound financial management.

On a motion by Councilmember Seehuus, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign Resolution 14-06 City of Sultan Financial Policies. All ayes.

PUBLIC COMMENTS

Ray George: The design built process would reduce time and re-work as there is only one team involved in the process. It saves on engineering documents and is a smoother process.

COUNCIL RESPONSE TO COMMENTS

Naslund: In contradiction to the new policy, the TRANE proposal will borrow money for a plan.

Adjournment: On a motion by Councilmember Walker, seconded by Councilmember Naslund, the meeting adjourned at 9:15 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: June 12, 2014
SUBJECT: Voucher Approval - 2014
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$149445.67 and payroll through May 23, 2014 in the amount of \$63,557.12 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$213,002.79

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
June 12, 2014**

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

Laura J. Koenig, Clerk/Deputy Finance Director

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

Payroll Check #29346-47	\$ 3,572.78
Direct Deposit #11	\$ 27,462.03
Benefits Check #29342-45	\$ 9,309.10
Tax Deposit #PR10 & 11	\$ 23,213.21
Accounts Payable Checks #29349-94	\$ 140,459.95
ACH Transactions - DOR	\$ 8,985.72
 TOTAL	 \$ 213,002.79

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Sarah Davenport-Smith, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only



User: laura.koenig
 Printed: 6/4/2014 - 2:29 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
29349	06/12/2014	agsupply	AG Supply Co	203.91	0
29350	06/12/2014	AllWaste	Allied Waste Services	11,913.00	0
29351	06/12/2014	amtest	AM Test	465.00	0
29352	06/12/2014	App	Associated Petroleum Products Inc	1,122.54	0
29353	06/12/2014	scct	Association of Snohomish County Citi	35.00	0
29354	06/12/2014	ciaw	Cities Insurance Association of Washii	250.00	0
29355	06/12/2014	Comcast	Comcast	935.34	0
29356	06/12/2014	Corin	Correctional Industries	121.70	0
29357	06/12/2014	Costco	Costco	163.55	0
29358	06/12/2014	Herald	Daily Herald, The	153.08	0
29359	06/12/2014	EvUtil	Everett Utilities	4,942.69	0
29360	06/12/2014	Eylander	Eylanders Sales & Service Inc	235.01	0
29361	06/12/2014	Frontier	Frontier	310.75	0
29362	06/12/2014	GBGeek	Gold Bar Geek	841.65	0
29363	06/12/2014	hach	Hach Company	609.33	0
29364	06/12/2014	Landia	Landia, Inc.	105.00	0
29365	06/12/2014	lowes	Lowe's	15.92	0
29366	06/12/2014	napa	Monroe Parts House	59.71	0
29367	06/12/2014	NorthSta	Northstar Chemical, Inc.	1,978.20	0
29368	06/12/2014	NWCas	Northwest Cascade Inc	423.45	0
29369	06/12/2014	NWBio	NW Biosolids Management Associatic	90.00	0
29370	06/12/2014	OASYS	Oasys Office Automation Systems	35.84	0
29371	06/12/2014	PitneyCr	Pitney Bowes Inc	196.79	0
29372	06/12/2014	Ponderos	Ponderosa Pacific, Inc.	3,210.98	0
29373	06/12/2014	PUD 1	PUD	11,695.82	0
29374	06/12/2014	QBS	Quality Buisness Systems	66.06	0
29375	06/12/2014	Quill	Quill Corporation	52.32	0
29376	06/12/2014	rh2	RH2 Engineering, Inc.	3,456.27	0
29377	06/12/2014	rim	Rim Publications	14.50	0
29378	06/12/2014	siskun	Siskun Power Equipment	416.66	0
29379	06/12/2014	SkyValle	Sky Valley Family Medicine	465.00	0
29380	06/12/2014	SCDEM	Snohomish County DEM	2,620.00	0
29381	06/12/2014	SnoCoFI	Snohomish County Fleet Management	695.97	0
29382	06/12/2014	SChumsvc	Snohomish County Human Services	235.77	0
29383	06/12/2014	SNOPLAN	Snohomish County Planning and Deve	756.00	0
29384	06/12/2014	SRDTF	Snohomish County Sheriff	72,886.00	0
29385	06/12/2014	SCTomor	Snohomish County Tomorrow	820.00	0
29386	06/12/2014	Summit	Summit Research Labs	3,380.43	0
29387	06/12/2014	atrua	Aimee Lou Trua	1,700.00	0
29388	06/12/2014	VerizonW	Verizon Wireless	614.47	0
29389	06/12/2014	visa	Visa	1,336.64	0
29390	06/12/2014	VISA	Visa	39.08	0
29391	06/12/2014	VISA	Visa	347.23	0
29392	06/12/2014	WFOA	Washington Finance Officers Associat	325.00	0
29393	06/12/2014	WSysFab	Western Systems & Fabrication	8,948.29	0
29394	06/12/2014	Wetrc	WETRC	1,170.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
				Check Total:	140,459.95

Payroll Computer Check Register

User: julie.addington
 Printed: 05/28/2014 - 9:19AM
 Batch: 00003-05-2014 Computer



Check No	Check Date	Employee Information	Amount
29346	05/28/2014	024 Michael Williams	2,146.53
29347	05/28/2014	029 James Barns	1,426.25
Total Number of Employees: 2			Total for Payroll Check Run: 3,572.78

Accounts Payable Check Register Totals Only

User: laura.koenig
 Printed: 5/16/2014 - 4:52 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
29342	05/16/2014	Retire	Department of Retirement	2,600.00	0
29343	05/16/2014	Retire	Department of Retirement	5,994.20	0
29344	05/16/2014	AFLAC	AFLAC	111.90	0
29345	05/16/2014	UNION	Teamsters Local Union #763	603.00	0
				Check Total:	9,309.10

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 05/28/2014 - 9:26AM
Batch: 3-5-2014
Include Partial: FALSE

PR 11



Check Date	Check Number	Employee No	Employee Name	Amount
05/28/2014	0	001	Laura Koenig	2,090.80
05/28/2014	0	004	Donna Murphy	1,511.05
05/28/2014	0	005	Robert Martin	2,269.33
05/28/2014	0	007	Julie Addington	1,524.03
05/28/2014	0	010	Cindy Donk	1,642.45
05/28/2014	0	011	Janice Mann	1,235.41
05/28/2014	0	013	Rosemary Murphy	1,109.61
05/28/2014	0	015	Kenneth Walker	2,765.77
05/28/2014	0	019	Michael Matheson	2,747.48
05/28/2014	0	020	Connie Dunn	2,029.05
05/28/2014	0	025	John Harris	2,055.43
05/28/2014	0	028	Todd Strom	1,696.60
05/28/2014	0	049	Victoria Forte	800.06
05/28/2014	0	120	Matthew Wood	1,456.16
05/28/2014	0	121	Jason Strauss	1,362.35
05/28/2014	0	123	John Keller	1,166.45
Total Employees:			16	Total: 27,462.03

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
29342	05/16/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	121.49
29342	05/16/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	26.50
29342	05/16/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.50
29342	05/16/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	7.49
29342	05/16/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	58.27
29342	05/16/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	43.98
29342	05/16/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	19.51
29342	05/16/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	21.26
29342	05/16/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	1,044.47
29342	05/16/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	97.51
29342	05/16/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	3.97
29342	05/16/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	26.51
29342	05/16/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	354.52
29342	05/16/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	547.00
29342	05/16/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	120.76
29342	05/16/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	105.26
29343	05/16/2014	GENERAL FUND	PERS Payable	Department of Retirement	69.35
29343	05/16/2014	GENERAL FUND	PERS Payable	Department of Retirement	37.65
29343	05/16/2014	GENERAL FUND	PERS Payable	Department of Retirement	434.96
29343	05/16/2014	STREET FUND	PERS Payable	Department of Retirement	115.92
29343	05/16/2014	CEMETERY FUND	PERS Payable	Department of Retirement	17.88
29343	05/16/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	23.71
29343	05/16/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	565.83
29343	05/16/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	473.15
29343	05/16/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	269.20
29343	05/16/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	149.25
29343	05/16/2014	GENERAL FUND	PERS Payable	Department of Retirement	801.43
29343	05/16/2014	STREET FUND	PERS Payable	Department of Retirement	206.40
29343	05/16/2014	CEMETERY FUND	PERS Payable	Department of Retirement	29.94
29343	05/16/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	42.97
29343	05/16/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,053.48
29343	05/16/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	885.70
29343	05/16/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	539.41
29343	05/16/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	277.97
29344	05/16/2014	STREET FUND	AFLAC Payable	AFLAC	0.12
29344	05/16/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.04
29344	05/16/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.86
29344	05/16/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.03

29344	05/16/2014	STREET FUND	AFLAC Payable	AFLAC	0.34
29344	05/16/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.09
29344	05/16/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.60
29344	05/16/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.87
29344	05/16/2014	STREET FUND	AFLAC Payable	AFLAC	0.12
29344	05/16/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.04
29344	05/16/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.86
29344	05/16/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.03
29344	05/16/2014	STREET FUND	AFLAC Payable	AFLAC	0.33
29344	05/16/2014	CEMETERY FUND	AFLAC Payable	AFLAC	0.09
29344	05/16/2014	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.60
29344	05/16/2014	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.88
29345	05/16/2014	GENERAL FUND	AFLAC Payable	AFLAC	47.49
29345	05/16/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	9.04
29345	05/16/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.02
29345	05/16/2014	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	0.74
29345	05/16/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	89.64
29345	05/16/2014	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	82.08
29345	05/16/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	49.87
29345	05/16/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	19.62
29345	05/16/2014	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	47.48
29345	05/16/2014	STREET FUND	Union Dues Payable	Teamsters Local Union #763	9.02
29345	05/16/2014	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.03
29345	05/16/2014	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	0.76
29345	05/16/2014	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	89.64
29345	05/16/2014	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	82.10
29345	05/16/2014	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	49.88
29345	05/16/2014	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	19.59
29349	06/12/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	4.88
29349	06/12/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	42.54
29349	06/12/2014	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	26.22
29349	06/12/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	117.26
29349	06/12/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	13.01
29350	06/12/2014	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Allied Waste Services	11,913.00
29351	06/12/2014	UTILITY WATER FUND	Water - Testing	AM Test	440.00
29351	06/12/2014	UTILITY WATER FUND	Water - Testing	AM Test	25.00
29352	06/12/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	318.59
29352	06/12/2014	GENERAL FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	532.77
29352	06/12/2014	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	38.89
29352	06/12/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	146.51
29352	06/12/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	9.59
29352	06/12/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	9.59

29352	06/12/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	9.59
29352	06/12/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	17.05
29352	06/12/2014	GENERAL FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	28.50
29352	06/12/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	2.08
29352	06/12/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	7.84
29352	06/12/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.51
29352	06/12/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.52
29352	06/12/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.51
29353	06/12/2014	GENERAL FUND	Travel and Seminars	Snohomish County Cities & Towns	35.00
29354	06/12/2014	UTILITY SEWER FUND	Insurance	Cities Insurance Association of Washington	250.00
29355	06/12/2014	GENERAL FUND	Communication	Comcast	26.84
29355	06/12/2014	UTILITY WATER FUND	Communication	Comcast	17.90
29355	06/12/2014	STREET FUND	Communication	Comcast	8.95
29355	06/12/2014	GENERAL FUND	Communication	Comcast	234.56
29355	06/12/2014	UTILITY SEWER FUND	Communication	Comcast	117.28
29355	06/12/2014	UTILITY GARBAGE FUND	Communication	Comcast	117.28
29355	06/12/2014	UTILITY SEWER FUND	Communication	Comcast	17.90
29355	06/12/2014	UTILITY GARBAGE FUND	Communication	Comcast	17.89
29355	06/12/2014	UTILITY WATER FUND	Communication	Comcast	117.27
29355	06/12/2014	STREET FUND	Communication	Comcast	51.89
29355	06/12/2014	UTILITY WATER FUND	Communication	Comcast	51.90
29355	06/12/2014	UTILITY SEWER FUND	Communication	Comcast	51.89
29355	06/12/2014	UTILITY GARBAGE FUND	Communication	Comcast	51.90
29355	06/12/2014	STORMWATER UTILITY FUND	Communication	Comcast	51.89
29356	06/12/2014	GENERAL FUND	Office/Operating Supplies	Correctional Industries	60.85
29356	06/12/2014	STREET FUND	Office Supplies	Correctional Industries	10.14
29356	06/12/2014	UTILITY WATER FUND	Office Supplies	Correctional Industries	10.14
29356	06/12/2014	UTILITY SEWER FUND	Office Supplies	Correctional Industries	10.14
29356	06/12/2014	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	10.14
29356	06/12/2014	GENERAL FUND	Office/Operating Supplies	Correctional Industries	10.14
29356	06/12/2014	GENERAL FUND	Operating Supplies	Correctional Industries	10.15
29357	06/12/2014	GENERAL FUND	Office/Operating Supplies	Costco	-17.56
29357	06/12/2014	UTILITY GARBAGE FUND	Office Supplies	Costco	22.64
29357	06/12/2014	UTILITY SEWER FUND	Office Supplies	Costco	22.64
29357	06/12/2014	UTILITY WATER FUND	Office Supplies	Costco	22.64
29357	06/12/2014	STREET FUND	Office/Operating Supplies	Costco	22.64
29357	06/12/2014	GENERAL FUND	Office/Operating Supplies	Costco	90.55
29358	06/12/2014	GENERAL FUND	Advertising and Legal Notices	Daily Herald, The	48.16
29358	06/12/2014	GENERAL FUND	Advertising and Legal Notices	Daily Herald, The	80.84
29358	06/12/2014	GENERAL FUND	Advertising and Legal Notices	Daily Herald, The	24.08
29359	06/12/2014	UTILITY WATER FUND	Utilities	Everett Utilities	4,942.69
29360	06/12/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	235.01

29361	06/12/2014	GENERAL FUND	Communication	Frontier	11.00
29361	06/12/2014	STREET FUND	Communication	Frontier	11.00
29361	06/12/2014	UTILITY WATER FUND	Communication	Frontier	10.99
29361	06/12/2014	UTILITY SEWER FUND	Communication	Frontier	11.00
29361	06/12/2014	UTILITY GARBAGE FUND	Communication	Frontier	11.00
29361	06/12/2014	UTILITY WATER FUND	Communication	Frontier	107.76
29361	06/12/2014	GENERAL FUND	Communication	Frontier	16.54
29361	06/12/2014	STREET FUND	Communication	Frontier	16.53
29361	06/12/2014	UTILITY WATER FUND	Communication	Frontier	16.54
29361	06/12/2014	UTILITY SEWER FUND	Communication	Frontier	16.53
29361	06/12/2014	UTILITY GARBAGE FUND	Communication	Frontier	16.54
29361	06/12/2014	GENERAL FUND	Communication	Frontier	13.06
29361	06/12/2014	STREET FUND	Communication	Frontier	13.07
29361	06/12/2014	UTILITY WATER FUND	Communication	Frontier	13.06
29361	06/12/2014	UTILITY SEWER FUND	Communication	Frontier	13.07
29361	06/12/2014	UTILITY GARBAGE FUND	Communication	Frontier	13.06
29362	06/12/2014	UTILITY WATER FUND	Miscellaneous	Gold Bar Geek	420.83
29362	06/12/2014	UTILITY SEWER FUND	Miscellaneous	Gold Bar Geek	420.82
29363	06/12/2014	UTILITY SEWER FUND	Operating Supplies	Hach Company	609.33
29364	06/12/2014	UTILITY SEWER FUND	Repair and Maintenance	Landia, Inc.	105.00
29365	06/12/2014	UTILITY WATER FUND	Operating Supply	Lowes	15.92
29366	06/12/2014	GENERAL FUND	Office/Operating Supplies	Monroe Parts House	18.99
29366	06/12/2014	STREET FUND	Office/Operating Supplies	Monroe Parts House	19.00
29366	06/12/2014	UTILITY SEWER FUND	Repair and Maintenance	Monroe Parts House	21.72
29367	06/12/2014	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.	425.70
29367	06/12/2014	UTILITY SEWER FUND	Operating Supplies	Northstar Chemical, Inc.	1,552.50
29368	06/12/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	185.50
29368	06/12/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	124.50
29368	06/12/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	113.45
29369	06/12/2014	UTILITY SEWER FUND	Miscellaneous	NW Biosolids Management Assoc	90.00
29370	06/12/2014	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
29370	06/12/2014	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
29370	06/12/2014	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
29370	06/12/2014	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
29370	06/12/2014	UTILITY WATER FUND	Office/Operating Supplies	Oasys Office Automation Systems	5.97
29370	06/12/2014	GENERAL FUND	Communication	Pitney Bowes Inc	47.23
29371	06/12/2014	STREET FUND	Communication	Pitney Bowes Inc	24.60
29371	06/12/2014	UTILITY WATER FUND	Communication	Pitney Bowes Inc	33.45
29371	06/12/2014	UTILITY SEWER FUND	Communication	Pitney Bowes Inc	33.46
29371	06/12/2014	UTILITY GARBAGE FUND	Communication	Pitney Bowes Inc	33.45
29371	06/12/2014	GENERAL FUND	Communication	Pitney Bowes Inc	24.60

29372	06/12/2014	WATER SYSTEM IMPROVEMENT FUND	Construction - Water	Ponderosa Pacific, Inc.	3,210.98
29373	06/12/2014	UTILITY SEWER FUND	Utilities	PUD	623.32
29373	06/12/2014	UTILITY WATER FUND	Utilities	PUD	151.14
29373	06/12/2014	UTILITY SEWER FUND	Utilities	PUD	151.14
29373	06/12/2014	UTILITY GARBAGE FUND	Utilities	PUD	151.14
29373	06/12/2014	STREET FUND	Utilities	PUD	151.14
29373	06/12/2014	GENERAL FUND	Utilities	PUD	151.14
29373	06/12/2014	GENERAL FUND	Utilities	PUD	755.69
29373	06/12/2014	GENERAL FUND	Utilities	PUD	264.26
29373	06/12/2014	GENERAL FUND	Utilities	PUD	2,520.33
29373	06/12/2014	UTILITY SEWER FUND	Utilities	PUD	133.45
29373	06/12/2014	GENERAL FUND	Utilities	PUD	31.80
29373	06/12/2014	STREET FUND	Utilities	PUD	68.27
29373	06/12/2014	GENERAL FUND	Utilities	PUD	63.43
29373	06/12/2014	GENERAL FUND	Utilities	PUD	2,295.00
29373	06/12/2014	UTILITY WATER FUND	Utilities	PUD	41.57
29373	06/12/2014	UTILITY WATER FUND	Utilities	PUD	41.58
29373	06/12/2014	UTILITY SEWER FUND	Utilities	PUD	41.57
29373	06/12/2014	UTILITY GARBAGE FUND	Utilities	PUD	41.57
29373	06/12/2014	STREET FUND	Utilities	PUD	55.39
29373	06/12/2014	STREET FUND	Utilities	PUD	3,783.88
29373	06/12/2014	STREET FUND	Utilities	PUD	74.31
29373	06/12/2014	GENERAL FUND	Utilities	PUD	26.18
29373	06/12/2014	UTILITY WATER FUND	Utilities	PUD	26.17
29373	06/12/2014	UTILITY SEWER FUND	Utilities	PUD	26.18
29373	06/12/2014	UTILITY GARBAGE FUND	Utilities	PUD	26.17
29373	06/12/2014	STREET FUND	Utilities	PUD	26.17
29374	06/12/2014	GENERAL FUND	Office/Operating Supplies	Quality Business Systems	13.21
29374	06/12/2014	STREET FUND	Office Supplies	Quality Business Systems	13.21
29374	06/12/2014	UTILITY WATER FUND	Office Supplies	Quality Business Systems	13.22
29374	06/12/2014	UTILITY SEWER FUND	Office Supplies	Quality Business Systems	13.21
29374	06/12/2014	UTILITY GARBAGE FUND	Office Supplies	Quality Business Systems	13.21
29375	06/12/2014	GENERAL FUND	Office/Operating Supplies	Quill Corporation	5.01
29375	06/12/2014	STREET FUND	Office Supplies	Quill Corporation	5.02
29375	06/12/2014	UTILITY WATER FUND	Office Supplies	Quill Corporation	5.01
29375	06/12/2014	UTILITY SEWER FUND	Office Supplies	Quill Corporation	5.02
29375	06/12/2014	UTILITY GARBAGE FUND	Office Supplies	Quill Corporation	5.01
29375	06/12/2014	GENERAL FUND	Office/Operating Supplies	Quill Corporation	5.38
29375	06/12/2014	GENERAL FUND	Operating Supplies	Quill Corporation	5.37
29375	06/12/2014	GENERAL FUND	Office/Operating Supplies	Quill Corporation	2.31
29375	06/12/2014	STREET FUND	Office Supplies	Quill Corporation	2.31
29375	06/12/2014	UTILITY WATER FUND	Office Supplies	Quill Corporation	2.31
29375	06/12/2014	UTILITY SEWER FUND	Office Supplies	Quill Corporation	2.31

29375	06/12/2014	UTILITY GARBAGE FUND	Office Supplies	Quill Corporation	2.31
29375	06/12/2014	GENERAL FUND	Office/Operating Supplies	Quill Corporation	2.48
29375	06/12/2014	GENERAL FUND	Operating Supplies	Quill Corporation	2.47
29376	06/12/2014	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	3,456.27
29377	06/12/2014	GENERAL FUND	Advertising and Legal Notices	Rim Publications	14.50
29378	06/12/2014	GENERAL FUND	Office/Operating Supplies	Siskun Power Equipment	138.89
29378	06/12/2014	STREET FUND	Office/Operating Supplies	Siskun Power Equipment	138.89
29378	06/12/2014	UTILITY WATER FUND	Operating Supply	Siskun Power Equipment	138.88
29379	06/12/2014	UTILITY SEWER FUND	Miscellaneous	Sky Valley Family Medicine	465.00
29380	06/12/2014	GENERAL FUND	Department of Emergency Mgmt	Snohomish County DEM	2,620.00
29381	06/12/2014	STREET FUND	Capital - Equipment and Signs	SnoCty Fleet Management Division	695.97
29382	06/12/2014	GENERAL FUND	Intergovernmental	Snohomish County Human Services	235.77
29383	06/12/2014	GENERAL FUND	SnoCty Plan/Building Service	SnoCy Plann and Develop	756.00
29384	06/12/2014	GENERAL FUND	Professional Service - SnoCty	Snohomish County Sheriff	72,886.00
29385	06/12/2014	GENERAL FUND	Organization Dues	Snohomish County Tomorrow	820.00
29386	06/12/2014	UTILITY WATER FUND	Operating Supply	Summit Research Labs	3,380.43
29387	06/12/2014	GENERAL FUND	Professional Services - Prosec	Aimee Lou Trua	1,700.00
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	11.00
29388	06/12/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	STREET FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	36.97
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	54.96
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	36.97
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	36.97
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	54.96
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	36.97
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	36.97
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	STREET FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	11.00
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	STREET FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	4.49

29388	06/12/2014	STREET FUND	Communication	Verizon Wireless	4.49
29388	06/12/2014	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	54.96
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	11.00
29388	06/12/2014	STREET FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	11.00
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	STREET FUND	Communication	Verizon Wireless	10.99
29388	06/12/2014	UTILITY WATER FUND	Communication	Verizon Wireless	7.39
29388	06/12/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	7.40
29388	06/12/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.39
29388	06/12/2014	STREET FUND	Communication	Verizon Wireless	7.40
29388	06/12/2014	GENERAL FUND	Communication	Verizon Wireless	7.39
29389	06/12/2014	UTILITY GARBAGE FUND	Operating Supplies	Verizon Wireless	38.87
29389	06/12/2014	UTILITY GARBAGE FUND	Operating Supplies	Verizon Wireless	22.64
29389	06/12/2014	UTILITY GARBAGE FUND	Operating Supply	Verizon Wireless	39.95
29389	06/12/2014	BUILDING MAINTENANCE FUND	Miscellaneous	Verizon Wireless	53.94
29389	06/12/2014	GENERAL FUND	Office Supplies	Verizon Wireless	126.24
29389	06/12/2014	UTILITY SEWER FUND	Office Supplies	Verizon Wireless	126.24
29389	06/12/2014	UTILITY GARBAGE FUND	Office Supplies	Verizon Wireless	126.24
29389	06/12/2014	UTILITY WATER FUND	Office Supplies	Verizon Wireless	126.24
29389	06/12/2014	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	84.16
29389	06/12/2014	UTILITY GARBAGE FUND	Office Supplies	Verizon Wireless	84.16
29389	06/12/2014	STREET FUND	Office Supplies	Verizon Wireless	84.16
29389	06/12/2014	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	336.64
29389	06/12/2014	UTILITY WATER FUND	Office Supplies	Verizon Wireless	84.16
29389	06/12/2014	UTILITY SEWER FUND	Office Supplies	Verizon Wireless	84.16
29389	06/12/2014	UTILITY WATER FUND	Miscellaneous	Verizon Wireless	1.50
29389	06/12/2014	UTILITY SEWER FUND	Miscellaneous	Verizon Wireless	1.50
29390	06/12/2014	GENERAL FUND	Travel and Seminars	Verizon Wireless	39.08
29391	06/12/2014	GENERAL FUND	Travel and Seminars	Verizon Wireless	347.23
29392	06/12/2014	GENERAL FUND	Travel and Seminars	Verizon Wireless	325.00
29393	06/12/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Western Systems & Fabrication	803.29
29393	06/12/2014	UTILITY GARBAGE FUND	Capital Outlay - Equipment	Western Systems & Fabrication	8,145.00
29394	06/12/2014	UTILITY WATER FUND	Travel and Seminars	WETRC	440.00
29394	06/12/2014	UTILITY WATER FUND	Travel and Seminars	WETRC	365.00
29394	06/12/2014	UTILITY SEWER FUND	Travel and Seminars	WETRC	365.00
29394	06/12/2014	UTILITY SEWER FUND	Travel and Seminars	WETRC	149,769.05

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-1
DATE: June 12, 2014
SUBJECT: Triad Associates Professional Services Contract
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director 

ISSUE:

The issue before the council is to authorize the Mayor to sign a contract with Triad Engineering & Planning Associates (Triad Associates) to prepare a Conceptual Park Master Plan for Traveler's Park on a pro-bono basis.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with Triad Associates to prepare a Conceptual Park Master Plan for Traveler's Park on a pro-bono basis.

SUMMARY:

The City of Sultan has hosted several "Boomtown" meetings to focus on economic development. One area of focus has been on improving Traveler's Park to improve its appearance and functionality to encourage residents and visitors to take greater advantage of the park.

It is important to have a vision and a guiding document for planning a City park. Staff approached Triad Associates (a land development consulting firm specializing in civil engineering, land planning, survey, and landscape architecture based in Kirkland) to request the preparation of a pro-bono Conceptual Park Master Plan. The purpose of the plan will be to provide a guidance document to generally explain concepts to the public, create interest, and to produce an exhibit for grant applications.

The initial design task will include the following:

- Initial kick-off meeting-Includes consultation and site visit (approximately 3 hours).
- Preliminary Concept Drawing – Includes development of a rough site base, and one initial black and white plan (approximately 3 hours)
- Park Master Plan – Prepare a more refined site plan, which will be hand drawn, labeled and colored. The plan will focus to achieve the City's goals and incorporate the City's feedback (approximately 6-8 hours).

Normally, when the City contracts with a consultant, the City contract is used. In this case, since the work is pro-bono, Triad Associates requested the City use their contract, primarily for liability reasons.

FISCAL IMPACT:

The Conceptual Plan will be prepared on a pro-bono basis at no charge to the City.

ALTERNATIVES:

1. Authorize the Mayor to sign a contract with Triad Associates to prepare a Conceptual Park Master Plan for Traveler's Park on a pro-bono basis.
2. Do not authorize the Mayor to sign a contract with Triad Associates and direct staff to areas of concern.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Triad Associates to prepare a Conceptual Park Master Plan for Traveler's Park on a pro-bono basis.

ATTACHMENTS:

Attachment A Triad Associates Proposal

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") dated May 9, 2014, is between CITY OF SULTAN ("Client") and TRIAD ENGINEERING AND PLANNING ASSOCIATES Company, a Washington corporation, d.b.a. Triad Associates ("Consultant").

Client [X] owns, or [] is the authorized agent of the record owner of the real property ("Property") which is the subject matter of the services covered by this Agreement. These services also may apply to a specific proposed land development or construction project ("Project") on the Property.

The legal description of the Property, when provided by Client, is considered a part of this Agreement.

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. Initial Consulting Services and Corresponding Fees. Consultant will perform the Initial Consulting Services and Client will pay the corresponding fees shown in the attached Exhibit A, which is part of this Agreement. Client understands and agrees that Consultant is obligated to perform only those services in Exhibit A. If the performance of Consultant's services is delayed or suspended for any reason for a period of 90 consecutive days, or if effective authorization to proceed with any individual task defined in Exhibit A is not given by Client for any reason within 12 months of the date of this Agreement, Consultant has the right to renegotiate the fees, or failing to reach mutual agreement on fees, to terminate its obligation for all tasks thereby delayed.

2. Additional Services and Corresponding Fees. Upon request from Client, Consultant can provide services beyond the scope of Initial Consulting Services. Such services are referred to herein as "Additional Services." Unless otherwise agreed to in writing by Client and Consultant, fees for Additional Services will be computed on an hourly basis at Consultant's standard rates in effect at the time the Additional Services are performed.

3. Expenses. Fees quoted in Exhibit A include Consultant's expenses for telephone, FAX, photocopies (under 50 copies), postage, and mileage of Consultant's survey vehicles. All other expenses paid or incurred by Consultant on behalf of Client will be reimbursed by client at cost plus fifteen percent (15%). Prints produced in-house will be charged to Client at Consultant's prevailing rates. Mileage for Consultant's use of non-survey vehicles will be reimbursed by Client at a rate of \$0.50 per mile.

4. Taxes. The fees quoted in this Agreement do not include sales tax, if any, associated with the services provided by Consultant. Client agrees to pay any applicable sales tax.

5. Invoices. Consultant will mail monthly invoices in Consultant's standard format reflecting all current charges to Client. Invoices are due when received by Client and must be paid within 30 days of the invoice date, after which time, absent full payment, Consultant may, at its sole option, suspend services or terminate this Agreement without liability on the part of Consultant. Any unpaid invoices are deemed to be correct and binding on Client unless Client provides to Consultant written notification of specific objections within 30 days of the date of invoice. Preparation of additional documentation for invoiced charges, when requested by Client, shall be deemed Additional Services.

6. Late Payment Charges. A late payment charge of one and one-half percent (1½%) per month will be applied to any unpaid invoice balance beginning thirty (30) days after the date of the invoice, except that in no case will the late payment charge exceed the amount allowed by law. The right to charge and collect the late payment charge shall not affect Consultant's right to suspend or terminate under Paragraph 5 above.

7. Client's Responsibilities. Client will provide a current title report, legal descriptions, deeds, easements, and any other documents and information under Client's control necessary for Consultant to complete the services under this Agreement. Consultant is entitled to rely on the completeness and accuracy of documents and information furnished by the Client. Client will provide the names of the persons authorized to give direction to Consultant, order Additional Services, and in all other ways serve as Client's authorized representative in regard to this Agreement. Client agrees that Consultant shall not be held responsible for errors in design or advice caused or affected, directly or indirectly, by the failure of Client to provide required information and documents.

8. General Conditions. The General Conditions on the reverse side of this form are a part of this Agreement.

9. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Client may recover against Consultant (along with its officers, directors, shareholders, employees and subconsultants) to the amount of \$50,000 or the amount of compensation paid to Consultant for services rendered on this Project, whichever is greater. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

By signing where indicated below, each individual executing this Agreement certifies that they are authorized to sign on behalf of, and thereby to bind to the terms and conditions of this Agreement, their respective legal entity.

CLIENT:

CITY OF SULTAN

By: _____
 Carolyn Eslick
 Its: Mayor

Client's Representative:
 (Name) _____

CONSULTANT:

TRIAD ENGINEERING & PLANNING ASSOCIATES
 A Washington Corporation

By _____
 Jeffrey L. Cox
 Its: President

Attachment A

GENERAL CONDITIONS OF AGREEMENT

- A. All services performed under this Agreement are for the exclusive use of Client and are provided exclusively for this Project. Neither services performed nor documents prepared under this Agreement are intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant is prohibited. Any such verification or adaptation by Consultant will constitute an Additional Service.
- B. All documents (including drawings, CADD files, survey notes, reports and specifications) prepared as part of Consultant's services are instruments of Consultant's service, may contain proprietary information and will remain the property of Consultant. Client will be provided with reproducible copies of any documents upon request and will have access to original documents during Consultant's normal business hours.
- C. If all or any portion of Consultant's services are suspended or terminated, Consultant shall be entitled to full payment for all services performed through date of suspension or termination. Consultant shall not be liable to Client for costs, losses, or damages incurred by Client as a result of events occurring after a suspension or termination unless the suspension or termination was due to the Consultant's fault.
- D. If the requirements for Consultant's services authorized under this Agreement are changed or affected by new governmental regulations, policies, Interpretations or other governmental action, any services performed by Consultant as a result of such governmental action will constitute Additional Services.
- E. Consultant has no obligation to release documents prepared pursuant to this Agreement until applicable fees are paid in full.
- F. Consultant makes no warranty, either express or implied, as to its services or professional advice. Except as may be otherwise stated in this Agreement, all engineering designs are based on applicable physical design standards promulgated by the governmental agency or agencies with jurisdiction. Consultant does not warrant or represent that facilities, once constructed or operated over time, will meet any specific performance standards governing flow rates, volumes, water quality, or similar measures which are beyond the practical authority and control of Consultant.
- G. Consultant shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with any construction. Consultant shall not be responsible for the construction contractor's schedules or failure to carry out the construction in accordance with the plans, specifications and/or construction contract. Consultant shall not have control over or charge of acts or omissions of the construction prime contractor, its subcontractors or any of their agents or employees or any other persons performing any construction.
- H. Consultant recommends that Client retain Consultant to perform construction observation services. In the event Client elects not to retain Consultant for this purpose, Consultant will not be liable to Client for costs, losses or damages incurred by Client during or as a result of construction except to the extent that Client establishes that the costs, losses or damages would have been incurred even if Consultant had been retained to perform construction observation services.
- I. Consultant makes no representations concerning estimates of areas or construction quantities. All estimates are opinions only and are provided solely for the convenience of Client. Consultant also makes no representations concerning soils conditions. Consultant shall have no liability for costs, losses or damages that arise out of making, or failing to make, any type of soils or geologic investigations, surveys or tests.
- J. If changes are made by Client or any other party to the plans or other documents prepared by Consultant under this Agreement, Client assumes full responsibility for such changes and agrees to release, defend, indemnify and hold Consultant harmless from any and all claims and/or liability resulting from any changes not made by Consultant.
- K. If Consultant's performance under this Agreement is delayed due to factors beyond Consultant's reasonable control, Consultant shall not be responsible for costs or damages resulting from such delays and shall not be deemed to be in default.
- L. Neither Client nor Consultant shall assign its interest in this Agreement or any rights or obligations arising out of this Agreement, either during or after performance without the written consent of the other. This Agreement is binding upon Client and Consultant and their respective successors and any permitted assignees.
- M. Client waives all rights, including rights of subrogation, against Consultant and Consultant's employees for damages arising out of or related to this Agreement and/or the Project to the extent covered by insurance carried by Client; provided that this waiver shall not apply to the extent, if any, that it impairs Client's insurance coverage. Consultant waives all rights, including rights of subrogation, against Client and Client's employees for damages arising out of or related to this Agreement and/or the Project to the extent covered by insurance carried by Consultant; provided that this waiver shall not apply to the extent, if any, that it impairs Consultant's insurance coverage.
- N. Any disputes arising from this Agreement shall be governed by the laws of the State of Washington. Any litigation shall be brought and tried in King County, Washington, Superior Court.
- O. Any arbitration or litigation arising out of or related to this Agreement must be commenced within three (3) years of the date Consultant last performs substantial services under this Agreement.
- P. Any dispute between Client and Consultant arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, that has not been resolved by direct discussions shall be submitted to mediation and then, if not resolved, to binding arbitration, both to be conducted in Seattle by the American Arbitration Association under its construction industry rules in effect at the time proceedings are initiated. No arbitration shall be consolidated with any other proceeding, and no person or entity other than Client or Consultant shall be added as a party to any arbitration, unless Client and Consultant agree otherwise in writing. Provided, however, that the foregoing shall not apply to disputes involving only the Client's refusal or failure to make full and timely payments to Consultant.
- Q. If any provision of this Agreement is held to be unenforceable, all other provisions of this Agreement shall be valid and binding.
- R. Consultant is not responsible to perform any services related to asbestos or hazardous or toxic materials. In the event such materials are discovered on or in the vicinity of the Property such that performance of Consultant's services may be affected, Consultant may at its sole option and without liability suspend performance of services until Client has retained appropriate consultant(s) and/or contractor(s) to identify, abate, and/or remove those materials and until Client has warranted that the Property is in full compliance with applicable laws and regulations.
- S. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is authorized to bind his or her principal to this Agreement and its terms.
- T. Waiver of any term or condition of this Agreement by Consultant shall not be deemed to be a waiver of a subsequent breach of the same or any other term or condition of this Agreement.
- U. This Agreement, including attached Exhibit A, states the entire agreement between Client and Consultant with respect to its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement may not be modified or amended except by way of a written instrument signed by both Client and Consultant.

EXHIBIT "A"
to the Professional Services Agreement dated May 9, 2014
between CITY OF SULTAN PUBLIC WORKS and
TRIAD ENGINEERING & PLANNING ASSOCIATES, INC.

TASK 001 – INITIAL DESIGN

This task includes:

- Initial kick-off meeting – Includes consultation and site visit (5/6/14) (approx. 3 hours).
- Preliminary Concept - Includes development of a rough site base, prepare one initial B/W plan, scan and send electronically to the city of Sultan team (approx. 3 hours).
- Park Master Plan – Prepare a more refined site plan, which will be hand drawn, labeled and colored. The plan will focus to achieving the city's goals and incorporating the city's feedback, as possible. The Park Master Plan will be suitable for use to generally explain concepts to the public, create interest and as an exhibit for grant applications (approx. 6-8 hours).

FEE: No Charge

TASK 002 – ADDITIONAL PRELIMINARY SITE DESIGN / SURVEY SERVICES

This task includes

- Preliminary services beyond those itemized in Task 001, above, as requested and pre-authorized by the city of Sultan.

FEE: Time & Expense

(Budget not to exceed \$2,500.00 without prior authorization by Client)

GENERAL NOTES & ASSUMPTIONS FOR ALL TASKS

1. Fees billed at time and expense are calculated according to Consultant's standard hourly rate schedule in effect at the time the work is performed. Standard hourly rates are subject to annual adjustment. Fees quoted for tasks billed on a fixed fee basis are valid if accepted within 30 days of the date of this Professional Services Agreement.
2. Fixed fees do not include reimbursable expenses. Reimbursable expenses will be billed under Task 999 – "Expenses" – according to contract terms.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

Agenda Item #: Action A 2

Date: June 12, 2014

SUBJECT: Local Options Program – Vactor Truck Purchase *jk*

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is to adopt Ordinance 1198-14 to Authorize the Acquisition of Equipment and Execution of a Financing Contract with the State Local Options program to purchase a vactor truck.

SUMMARY STATEMENT:

At the March 22, 2014 Council Retreat, a discussion was held regarding capital equipment needs for the City. The consensus of the Council was to move forward with process to obtain funding through the State Local Options program to purchase a Vactor truck in late 2014.

At the April 10, 2014 Council meeting, the Council authorized staff to submit a Notice of Intent to the State Local Options program to purchase a vactor truck.

The State accepted the Notice of Intent to purchase the vactor truck. In order to purchase the equipment in 2014, the city needs to proceed with the Authorizing Ordinance and submit the required credit application no later than June 20, 2014. The approval of the application is based on the credit strength of the General fund regardless of the source of payment for the equipment. Staff is working on the credit application for submittal by the required date.

The estimated amount for the purchase is \$210,000. The City will be contributing approximately \$100,000 from the reserve fund. Prior to July 1, 2014, the city will need to provide the total requested financed amount to the state.

The State will be issuing bonds in August of 2014 and will not not have another issue until March of 2015. If it is the council's intent to purchase the equipment in 2014, the Council needs to pass the Authorizing Ordinance and approve the Local Agency Financing contract.

RECOMMENDED ACTION:

Adopt Ordinance 1198-14 to Authorize the Acquisition of Equipment and Execution of a Financing Contract with the State Local Options program to purchase a vactor truck.

Attachments:

- A. Ordinance 1198-14
- B. Certificate Designating Authorized Agency Representatives
- C. Local Agency Financing Contract
- D. Notice of Intent

**CITY OF SULTAN
SULTAN WASHINGTON
Ordinance No. 1198-14**

**Authorization for the acquisition of personal property and execution
of a financing contract and related documentation relating to the acquisition
of said PERSONAL PROPERTY.**

WHEREAS, the City Sultan (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the "NOI"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified on Annex 1 attached hereto ("Property"); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the "Local Agency Financing Contract"), in an amount not to exceed \$210,000, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Annex 3 as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an "Authorized Agency Representative");

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Sultan as follows:

Section 1. The individuals holding the offices or positions set forth in Annex 3 are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of two Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$210,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. This ordinance shall become effective five days after publication as required by law.

PASSED by the City Council of the City of Sultan, at a regular meeting thereof held this 12th day of June, 2014.

APPROVED:

Carolyn Eslick, Mayor

ATTEST:

Laura Koenig, Clerk/Finance Director

Certificate of Authorizing Ordinance

I, the undersigned, Clerk of the City of Sultan (the "Local Agency"), DO HEREBY CERTIFY:

1. That the attached Ordinance No.1198-14 (herein called the Ordinance") is a true and correct copy of a Ordinance of the Local Agency adopted/passed at a regular meeting of the Council held on the 12th day of June, 2014, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Council was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption/passage of the Ordinance;

3. That all other requirements and proceedings incident to the proper adoption/passage of the Resolution/Ordinance have been duly fulfilled, carried out and otherwise observed;

4. That the Resolution/Ordinance remains in full force and effect and has not been amended, repealed or superseded; and

5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 13th day of June, 2014.

Laura J. Koenig, City Clerk/Finance Director

Certificate Designating Authorized Agency Representatives

I, Laura J. Koenig, City Clerk of City of Sultan (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 1198-14, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such ordinance, two of the three following signature(s) are required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____	<u>Carolyn Eslick</u>	<u>Mayor</u>
(signature)	(name)	(title)

_____	<u>Kenneth Walker</u>	<u>City Administrator</u>
(signature)	(name)	(title)

_____	<u>Laura J. Koenig</u>	<u>Clerk/Finance Director</u>
(signature)	(name)	(title)

Dated this 13th day of June, 2014.

[Title]
[Name of Local Agency]

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2014.

By: _____

NOTARY PUBLIC in and for the State of Washington, residing at:

Printed Name: _____
My Commission Expires: _____

**LOCAL AGENCY FINANCING CONTRACT, SERIES 2014B
(Equipment)**

This Local Agency Financing Contract, Series 2014B (the "Agency Financing Contract") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and [Agency Name], a [Agency Type] of the State (the "Local Agency").

RECITALS

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such Agency Financing Contracts, or in Master Financing Contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition of real and personal property by State Agencies and Local Agencies; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 2014B, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Agency Financing Contract pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agency Financing Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Agency Financing Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives

to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Installment Sale and Purchase of Property. The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

Section 1.4 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Agency Financing Contract, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D hereto, consisting of a Principal Component and/or an Interest Component as set forth in such Exhibit; and (b) All Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 2014A Agreements, within thirty (30) days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each such Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON
OFFICE OF THE STATE TREASURER

CITY OF SULTAN
as Local Agency

By _____
Designated Treasurer Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Notice of Intent

State of Washington LOCAL(Local Option Capital Asset Lending)

Local Government Information

County: Snohomish

Legal Name: City of Sultan

MCAG No.: 0698

Contact Person: Laura Koenig

Title: Clerk/Finance Director

Address: PO Box 1199, Sultan WA

Zip: 98294

Phone: 360-793-2231

Fax: 360-793-3344

E-mail: laura.koenig@ci.sultan.wa.us

Would you prefer to receive financing documents (check one): Already have financing documents

MS Word 6.0 by e-mail

3.5" disk - Word 97 by U.S. mail

Hard copy by U.S. mail

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Vector Truck

Total cost: \$ 210,000 Maximum amount to finance: \$ 210,000

Finance term: 15 Useful life: 15 Desired financing date: September 2014

Purpose of property (Please be specific and include dept. of use): Vector truck will be used by the Water, Sewer, Storm and Street departments of routine maintenance, repair and infrastructure improvements.

If real estate, the Real Estate Worksheet: Is attached Will be provided by (date)

If equipment, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government. Non-voted general obligation of local government

Other Information

Approximate population: 4560 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes No Is the local government a party to significant litigation?

Yes No Is this a reimbursement? If yes, date funds spent

We are not required to submit the Credit Form because

Has local government received a bond rating in the last two years? Yes No Bond rating(s):
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: _____ Title:

Signature: _____ Date:

CITY OF SULTAN
AGENDA ITEM COVER SHEET

AGENDA ITEM: A-3
DATE: June 12, 2014
SUBJECT: Hazard Mitigation Repetitive Flood Loss Buyout Grant
CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

Donna Murphy *kw*

ISSUE:

The issue before the Council is to submit a Hazard Mitigation Grant Application to the Military Department Emergency Management Division to purchase a Severely Repetitive Flood Loss property located at 800 Dyer Road, Sultan, WA.

SUMMARY STATEMENT:

The element of the program is to purchase structures that experience severe repetitive flood damage, demolish the structure and create City parkland or open space in perpetuity. The City of Sultan has been fortunate to receive 3 Repetitive Flood Loss Buyout grants from this funding source:

1. Corner of 2nd Street and Alder (Shindig Carnival Lot)
2. Corner of 1st and Main (Location of the Skateboard Park)
3. 105 Alder Avenue

The property owners, Marc and Shannon Willett are willing sellers and eager to work on the bulk of this grant application, with minimal city staff time. They are also working closely with Sarah Davenport-Smith, founder and owner of SDS Municipal Consulting.

At Council's direction at the May 22, 2014 Council meeting, a Letter of Intent was sent to the Department of Military to apply for this grant. At that time, Council directed staff to come back to them for final discussion and vote on whether to apply for the grant as an Action Item or not.

The Hazard Mitigation Grant Application is due June 30, 2014.

FISCAL IMPACT: Because Mr. Willett is preparing the grant application in partnership with SDS Municipal Consulting, minimal city staff time will be used to prepare this grant application. There is no match requirement for this particular grant program and if funded, the grant will pay 100% of the property purchase, demolition and removal of all structures on the property.

MOTION:

I move to authorize Mayor Eslick to direct staff to submit a Hazard Mitigation Grant application to purchase 800 Dyer Road, Sultan WA for the purpose of demolishing all structures on the property and create open space in perpetuity.

ATTACHMENT

State of Washington Military Department Emergency Management Division Mitigation Project Letter of Intent

State of Washington Military Department Emergency Management Division Mitigation Project Letter of Intent

The State Emergency Management Division manages the Hazard Mitigation Assistance grant programs that fund 1) development or revision of local hazard mitigation plans and 2) cost-effective projects designed to reduce or prevent damage caused by natural hazard events. The purpose of this form is to establish your jurisdiction's interest in the Pre-Disaster Mitigation (PDM) Grant Program or the Flood Mitigation Assistance (FMA) Grant Program with an eligible proposal (plan or project) to reduce or eliminate future damage or loss in your jurisdiction.

PLEASE COMPLETE AND RETURN VIA EMAIL TO:

tim.cook@mil.wa.gov

NO LATER THAN 5 p.m., May 26th, 2014

Completed Letter of Intent must be received by State Emergency Management Division by date and time listed above. No exceptions. Only one Letter of Intent (LOI) per project. A PDF copy of this letter with attachments (as needed) is preferred. **This is NOT an application.** You will be provided information allowing you to apply at a later date. If you have questions, contact Tim Cook at (253) 512-7467.

Applicant Type	<input type="checkbox"/> Planning	<input checked="" type="checkbox"/> Project
<input type="checkbox"/> State Government	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Indian Tribe
<input type="checkbox"/> Special Purpose District	<input type="checkbox"/> Public/Tribal College or University	<input type="checkbox"/> Other
Name/Address of Jurisdiction: City of Sultan 319 Main St. #200 Sultan, WA. 98294	Contact Person:	Donna Murphy Grants Coordinator
	Phone:	360.793.1811
	Email:	Donna.murphy@ci.sultan.wa.us
	County of Jurisdiction	Snohomish
Estimated Cost of Proposed Activity: \$266,895	Source of Local Match (25% Minimum):	Not Applicable- Severe Repetitive Loss buy out at 100% Federal cost share
<i>If your jurisdiction does not have or does not participate in a FEMA-approved Hazard Mitigation Plan, you are INELIGIBLE to apply for mitigation project funds.</i>		

Planning proposal type: New Plan Update Plan Other Planning Activity

What Hazards affect your jurisdiction?	
What are your Risks and Impacts of these hazards upon your jurisdiction?	
If Other Planning Activity , please describe the activity.	
How will the new plan/plan update/other planning activity help Resolve the impacts of the hazards upon your jurisdiction?	
Is your jurisdiction participating and in good standing	<input type="checkbox"/> Yes <input type="checkbox"/> No

in the National Floodplain Insurance Program (NFIP)?	
<i>A condition of receiving a planning grant will require the applicant jurisdiction to join National Flood Insurance Program if not already a member</i>	
Is your community in compliance with the Growth Management Act (GMA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If your jurisdiction is not in good standing or out of compliance, then you may not be eligible to apply for mitigation grant funds</i>	

Construction Project Type:

<input type="checkbox"/> Flood Control/Abatement	<input type="checkbox"/> Seismic Retrofit	<input type="checkbox"/> Wildfire Mitigation
<input checked="" type="checkbox"/> Flood Acquisition	<input type="checkbox"/> Tsunami Safe Haven	<input type="checkbox"/> Severe Storm Mitigation
<input type="checkbox"/> Flood Elevation	<input type="checkbox"/> Landslide Mitigation	<input type="checkbox"/> Other

If your jurisdiction does not have or does not participate in a FEMA-approved Hazard Mitigation Plan, then you are ineligible to apply for mitigation project funds.

If your jurisdiction is not participating or is not in good standing in the National Floodplain Insurance Program (NFIP), then you are ineligible to apply for mitigation project funds.

If your jurisdiction is not in compliance with the Growth Management Act (GMA), then you are ineligible to apply for mitigation project funds.

Project Primary Purpose (choose only one):

Reduce Loss of Life and/or Personal Injury (safer buildings that potential reduce casualties)

Protect Critical Facilities (emergency response function during an event)

Protect Essential Services (transportation routes, utilities like communications, power, water, and sewage)

Protect the Continuity of Government Operations

Protect Other Public and/or Private Property (schools, libraries, and recreational facilities)

Describe property to be mitigated including location/address.	Property is a Severe Repetitive Loss designated private residence, located within the floodway of the Skykomish River and within the city limits of Sultan. The home pre dates flood insurance regulations and as such is a pre-FIRM property, which has lost it's grandfathered insurance status due to recent changes in the NFIP. Lot size is .49 acres and is bordered on the east and west by empty floodway lots, to the north by a city access road and railroad tracks and to the south by the river. Physical address is: 800 Dyer Road Sultan, WA 98294
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How will the proposed project mitigate the impact(s) of the hazard upon the identified structure(s)? Please specify the mitigation measure(s) to be employed.	The acquisition project will result in the demolition and removal of the buildings on the property and a replanting of the disturbed areas with the ownership of the lot transferred to the City of Sultan.
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How will this project Reduce future damages or loss of service?	Once the project is completed there will be nothing on the property to be damaged and no services to lose.
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Describe the Scope of Work and key milestones for the mitigation measures to be used.	Task 1- Grant application and research pre award (2 weeks estimated time) Task 2- Acquisition of property via 100%
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	<p>funded Flood Mitigation Assistance Grant for Severe Repetitive Loss Properties. Real estate disclosures, title searches and closing (5 weeks estimated time)</p> <p>Task 3- Bid phase selecting contractors (6 weeks estimated time)</p> <p>Task 4- environmental review including asbestos/lead paint abatement assessment, invasive species control, riverbank management, and archeological resource protection. (1-4 weeks estimated time depending on results of assessments)</p> <p>Task 5- Abandonment of on site septic system per WAC246-272A-0300 by pumping tanks, removing pumps, filling tanks with sand or gravel or removing tanks altogether and filling holes. (2 days estimated time)</p> <p>Task 6- Demolition of house, garage, attached decks and foundations, disposal or recycle of resultant products as applicable. (2 weeks estimated time)</p> <p>Task 7- Import dirt, place and compact in foundation areas. (1 day estimated time)</p> <p>Task 8- Demolition of concrete driveway and cartage of broken concrete to recycle. (1 day estimated time)</p> <p>Task 9- Mulch, seed and introduction of native plant species to disturbed areas. (1 week estimated time)</p>
<p>What is the Useful Life of the project in years (per BCA standards)?</p>	<p>The Benefit is permanent, as the structure will be removed for all time.</p>
<p>Have you run a Benefit Cost Analysis using approved FEMA BCA software? If so, what is the Benefit Cost Ratio? (Attach the results report from the BCA software)</p>	<p>No BCA is required as the project cost is below the \$276,000 threshold. <i>The ratio must be greater than 1.0 to be eligible.</i></p>
<p><i>Note: per FEMA's Pre-calculated Benefits memo dated August 15, 2013, if Flood Acquisitions average less than \$276,000 per property and Flood Elevations average less than \$175,000 per property, then no BCA is required. The project is considered cost effective already.</i></p>	
<p>Provide name of hazard mitigation plan and its expiration date.</p>	<p>Snohomish County natural Hazard Mitigation Plan – Coalition Partner Annexes. Expiration date – 9/7/15</p>
<p>Describe how the project is derived from the hazard mitigation plan including identifying page numbers from the plan / strategy / projects.</p>	<p>The buy-out of this property will assist the City in meeting several goals in the plan. The following goals will be addressed: Goal #2 – Acquire, relocate or retrofit identified repetitive flood loss properties. By acquiring this designated severe repetitive flood loss property, we will meet this goal; Goal #10 – Promote mitigation of private property within</p>

	<p>Sultan by providing incentive, and seeking alternative ways to fund mitigation efforts within Sultan. By acquiring this property, the City will be promoting the mitigation of this severe repetitive flood loss property, and encouraging funding for the mitigation efforts; Goal #11 – Continue to participate in the Community Rating System with emphasis on improving classification and premium discount. Acquisition of this property will help the City improve our CRS rating for the whole city.</p>
<p>Describe the project's importance and significance to the community (not just your organization).</p>	<p>Designated as Severe Repetitive Loss, the acquisition of this property and the removal of structures will have a positive impact on the Community Ratings System used in determining flood insurance rates for the residents of the city. Removing the building from the floodway will also put the lot back in compliance with the Army Corp of Engineers assessment that no building should be allowed within the floodway of a flood zone. In addition it would also eliminate the potential need for rescue efforts in flooding events thereby freeing up city resources for use elsewhere.</p> <p>The positive environmental impact of increasing the health of the riverbank and wildlife habitat is also a benefit for the area.</p>
<p>Is the site to be mitigated covered or connected to a Project Worksheet under the Public Assistance Program Repair and Restoration Program of PL 93-288, as amended?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Project Worksheet # _____</p>

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 4
DATE: June 12, 2014
SUBJECT: Geologically Hazardous Areas Code, SMC Chapter 17.10
CONTACT PERSON: Bob Martin, Community Development Director
Mick Matheson, Public Work Director/City Engineer 

ISSUE: First reading of Ordinance 1197-14, Geologically Hazardous Areas Code, SMC 17.10.300

STAFF RECOMMENDATION:

Staff recommends that Council undertake first reading of Ordinance No. 1197-14.

DISCUSSION:

Title 17 of the Sultan Municipal Code contains the City's environmental regulations. The Chapter includes regulations for erosion hazards and landslide hazards. The landslide hazard component of the chapter is outdated and does not contain sufficient standards to address how a steep slope is to be studied before it is developed. It only addresses sites of known landslides, not how to assess whether the proposed development may potentially cause landslides.

The proposed code provides standards for studies that need to be completed on a property that is proposed for development, either for subdivision development or construction of individual structures, on slopes. Two types of slopes are addressed: slopes that have landslide potential, and slopes that are overly steep slopes whether or not they have landslide potential. Professional studies are required of these sites to determine which category they fit into, and what restrictions or additional construction standards are required to permit safe development of the site.

When a developer's consultant submits the required geological studies, the proposed code calls for professional peer review of these reports at the developer's expense. This is done to provide the best assurance that the proposed development is safe if it is allowed to go forward.

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

Developments in slope areas that were approved prior to October 2006, or those applied for under the new code, are accepted for a level of study addressing the "normal" level of review called in 17.10.325 through 17.10.350. Developments in slope areas that were approved between October, 2006 and the date of adoption of this code are required to address the

additional "Modified Slope Standard Developments" standards called for in 17.10.355 through 17.10.385. This is done to ensure that these developments fully address the hazard issues that may not have been addressed when the developments were reviewed and approved.

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

ATTACHMENTS:

Attachment A: Draft Ordinance 1197-14

ATTACHMENT A
DRAFT

**CITY OF SULTAN
WASHINGTON**

ORDINANCE 1197-14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.10.300
Geologically Hazardous Areas

- 17.10.300 Purpose of Regulations**
- 17.10.305 Designation and mapping of Geologically Hazardous Areas**
- 17.10.310 General Provisions**
- 17.10.320 Definitions**
- 17.10.325 Performance Standards – Alteration of Geologically Hazardous Areas**
- 17.10.330 Performance Standards – Geologically Hazardous Area Buffers**
- 17.10.335 Minimum required application submittals**
- 17.10.340 Review to determine compliance with engineering practice and best available science**
- 17.10.345 Critical area report requirements for geologically hazardous areas**
- 17.10.350 Issuance and denial of permits**
- 17.10.355 Designation of “Modified Slope Standard Developments”**

- 17.10.360 Alteration of Landslide Hazard Areas in Modified Slope Standard Developments**
- 17.10.365 Studies and Reports Required for Modified Slope Standard Development Applications**
- 17.10.370 Review to Determine Compliance with Engineering Practice and Best Available Science in Modified Slope Standard Developments**
- 17.10.375 Declarations, disclosures, covenants and waivers**
- 17.10.380 Site bonds and contractor general liability insurance for Modified Slope Standard Developments**
- 17.10.385 Site access, professional/special inspection, monitoring during construction and final geotechnical report for development and residential construction in Modified Slope Standard Developments**
- 17.10.390 Reasonable Use**

17.10.300 – Purpose of Regulations.

- A. The threat to public health and safety presented by geologically hazardous areas is increased when improper and incompatible development is sited in these areas. Such incompatible development may not only place itself at risk, but also may cause or increase the hazards to surrounding development and land uses. The purpose of this chapter is to designate geologically hazardous areas and to regulate development activities in or near geologic hazard areas to safeguard the public health, safety and welfare.
- B. Several geologic conditions influence development on or adjacent to slopes including: slope inclination, soil types, underlying geology, groundwater and seepage, surface water runoff and vegetative cover. If such a site can be sufficiently stabilized through the construction of professionally-engineered on-site improvements, the City may be able to review and issue development permits. This chapter establishes the process by which the City may review proposed improvements whose purpose is to stabilize soils and facilitate subsequent development permit review.
- C. It is the intent of this code that development in areas subject to geologic hazards shall be evaluated based on its impacts on the surrounding terrain and geological conditions, not in isolation. Management of the entire natural and man-made systems should be considered during the development review process.

17.10.305 – Designation and mapping of Geologically Hazardous Areas.

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

- B. The approximate location and extent of geologically hazardous areas are shown on the city's critical area maps within the comprehensive plan environmental element and/or on the Snohomish County Buildable Lands Report. These maps shall be used as a guide for the city, applicants and/or property owners, and may be updated as new critical areas are identified. They do not provide a definitive critical areas designation.
- C. Areas susceptible to one or more of the following types of hazards shall be designated as Geologically Hazardous Areas:
1. Landslide hazard areas potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors. Landslide areas include areas with any one or more of the following characteristics:
 - a. Areas of known landslides, earth movement, or containing evidence of past landslides or earth movement;
 - b. Slopes that are parallel or sub-parallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
 - c. Areas potentially unstable because of stream incision and stream bank erosion, or in a stream's channel migration zone;
 - d. Areas that are underlain or covered by mass wastage debris or landslide materials;
 - e. Any area with a slope of 40 percent or steeper and a vertical relief of 10 or more feet and is greater than 1,000 square feet in area, except areas composed of consolidated rock and properly engineered manmade slopes/retained fill;
 - f. Any areas where the subsurface soils, below 5 feet in depth, have less than 10 blows/foot ($n < 10$) with a Standard Penetration Test (SPT) ASTM D1586-11, therefore, the soil would be described as very loose, loose, very soft, soft, or medium stiff.
 2. Areas that have all of the following characteristics:
 - a. Slopes steeper than 15 percent except that slopes of less than 15 percent may be considered landslide hazard areas if they have unstable soil and drainage characteristics;
 - b. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
 - c. Wet season springs or ground water seepage.

3. Seismic hazard areas subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction, lateral spreading, or surface faulting. Settlement and soil liquefaction conditions occur in areas underlain by cohesion-less, loose, or soft-saturated soils of low density, typically in association with a shallow ground water table. Also including any areas where the subsurface soils, below 5 feet in depth, have less than 10 blows/foot ($n < 10$) with a Standard Penetration Test (SPT) ASTM D1586-11, therefore the soil would be described as very loose, loose, very soft, soft, or medium stiff.

17.10.310 – General Provisions.

- A. Alteration of geologically hazardous areas and buffers shall be prohibited except as expressly allowed in this chapter. The city may approve, condition or deny proposals based on the degree to which risks posed by geologically hazardous areas to public and private property and to health and safety can be mitigated. In an individual case, conditions may include limitations of or on proposed uses, density modification, alteration of site layout and other changes to the proposal determined appropriate by the director to effectively contribute to risk mitigation.
- B. Where the director determines that potential significant adverse impacts cannot be effectively mitigated, or where the risk to public health, safety and welfare, property, or important natural resources is significant notwithstanding mitigation, the proposal shall be denied. The burden of proof shall be on the applicant.
- C. The construction of professionally designed structures addressing the risks of earth movement, and employing feasible attendant measures (including but not limited to drainage improvements, specially designed foundations, retaining walls, removal of overburden and other improvements designed to minimize the risk of earth movement, prevent avoidable damage to structures, safeguard adjacent properties, limit risk to inhabitants, and to stabilize the structure in the event of movement) may mitigate and reduce the risk of earth movement on individual properties. Nothing herein shall relieve an owner of any obligation imposed by the State Building Code or city ordinance to take all reasonable and practical measures available to reduce or eliminate the risk or hazard.
- D. The International Residential Code (IRC), and the International Building Code (IBC), as promulgated by the state of Washington and required to be adopted by the city, does not specify a standard regarding lot stability. The provisions of this chapter have been adopted in order to provide reasonable certainty in the permit issuance process. The purpose of these provisions is not to lessen the minimum requirements of the current adopted building code, but rather to define its requirements for city implementation.

- E. These provisions were adopted in order to establish a policy that permits shall not be issued for any site where a substantial risk of earth subsidence and landslide hazard exist unless all the following apply:
1. The risks can be defined with reasonable scientific certainty according to the standards of the geotechnical engineering profession and found to be within the minimum factor of safety for the static and seismic conditions of at least 1.5 and 1.15 respectively.
 2. Any hazard associated with the site is scientifically ascertained and fully disclosed through the permit process.
- F. Notwithstanding any contrary provision of this chapter or the IRC/IBC, all applications for permits received for any site shall be governed by the provisions of this chapter. In addition to all other requirements of these sections, the restrictions and provisions of this chapter shall apply to all building, grading, fill and excavation permits (herein "permits"). Minor permits such as plumbing, mechanical, re-roof and interior alterations are exempt from the requirements of this chapter.
- G. Nothing in this chapter should or shall be interpreted to guarantee issuance of a permit with respect to any site unless the requirements of this chapter, and the requirements of the IRC/IBC as amended and interpreted by this chapter, have been met.
- H. No special duty created.
1. It is the purpose of this chapter to provide for the health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter. No provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, agents, or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.
 2. Nothing contained in this chapter is intended to be, nor shall be, construed to create or form the basis of any liability on the part of the city or its officers, agents, and employees for any injury or damage resulting from the failure of any person to comply with the provisions of this chapter or be a reason or a consequence of any inspection, notice, or order, in connection with the implementation or enforcement of this chapter or by reason of any action of the city related in any manner to enforcement of this chapter by its officers, agents, or employees.

17.10.315 – Applicability.

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

- A. Subdivisions, Short Subdivisions, and Planned Unit Development, approved between October 26, 2006, and the effective date of this code are designated as "Modified Slope Standard Developments". Slope Alteration and construction for residential purposes in Modified Slope Standard Developments" is addressed in Sections 17.10.355, to 17.10.385 and are not subject to Sections 17.10.325 and 17.10.330.
- B. Subdivisions, Short Subdivisions, and Planned Unit Development, approved prior to October 26, 2006, and Long Plat Subdivisions and Short Plats approved after the effective date of this code, and all individual parcels not included in approved Long Plat Subdivisions or Short Plats approved between October 26, 2006 and the effective date of this code, are subject to this Chapter, excluding all Sections that specifically provide standards for "Modified Slope Standard Developments".

17.10.320 – Definitions.

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

- A. "Alteration" shall mean modification of soil or vegetation by any means including mechanical, chemical application, or hand work, in any area designated, or having the potential to be designated as a geologically hazardous area under the provisions of this chapter.
- B. "Architect" shall mean a person licensed to practice architecture by the state of Washington.
- C. "Best available science" shall be determined in accordance with the criteria established in WAC 365-195-900, et seq.
- D. "Building official" shall mean the building official of the city of Sultan.
- E. "Director" shall mean the community development director or his or her designee.
- F. "General contractor" shall mean a bonded, insured and registered contractor in the state of Washington. A general contractor shall maintain state-required bonding and shall carry general liability insurance in the minimum amount of \$1,000,000. The general contractor shall have a current valid state contractor's license with the state of Washington and a city of Sultan resident or nonresident business license, whichever is applicable.
- G. "Geologically Hazardous Area(s)" shall mean landforms exhibiting one or more of the characteristics presented in Subsection 17.10.305 C. above.

- H. "Geologist" means a practicing geologist licensed in the state of Washington as a licensed geologist in responsible charge, including experience with landslide evaluation.
- I. "Geotechnical engineer" means a practicing geotechnical/civil engineer licensed as a professional civil engineer in the state of Washington as a geotechnical engineer in responsible charge, including experience with landslide evaluation.
- J. "Landform" means a geologic feature characterized by physical attributes such as elevation, slope, orientation, stratification, rock exposure, and soil type.
- K. "Landslide hazard areas" means areas potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors.
- L. "Land surveyor" means a person who holds a Washington State land surveyor's license.
- M. "Lead design professional" means the person designated by the applicant to oversee and coordinate the permit review process on behalf of the applicant.
- N. "Minimized" or "Minimal" shall mean that the applicant has demonstrated to the satisfaction of the Building Official that the applicant has utilized best available science and commonly accepted engineering and architectural practice and has reduced, to the extent possible, the risks associated with development of the property.
- O. "Modified Slope Standard Developments" means land within the boundaries of Long Plat Subdivisions and Short Plats, granted final approval by the City of Sultan between October 26, 2006, and January 23, 2014.
- P. "Site" means the entire area within the boundaries, as described in a legal description, of the property that is to be developed under the permit for which the applicant has applied.
- Q. "Slope" means the degree of tilt of a landform from the horizontal. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical relief.
- R. "Stable" shall mean that the risk of damage to the proposed development, or to adjacent properties, from soil instability is within the minimum safety factors for the static and seismic conditions of at least 1.5 and 1.15 respectively and the Building Official has determined that the proposed development will not increase the potential for soil movement.

In order to meet the definition of "stable" the geotechnical report shall include identified hazards for the property and the mitigation measures proposed to reduce or correct the hazards along with measures taken to mitigate potential impacts from the remaining hazards, including all on- and off-site measures

taken to correct or reduce the risk. These shall be fully disclosed to the applicant and future owners, heirs and assigns in the covenant required to be executed in accordance with provisions of this chapter, in which case the defined risk may be approved as an acceptable condition.

- S. "Structural engineer" means a person licensed to practice structural engineering by the state of Washington.
- T. "Structural fill" shall mean any fill placed below structures, including slabs, where the fill soils are intended to support loads without unacceptable deflections or shearing. Structural fill should be placed above unyielding native site soils compacted in accordance with an approved geotechnical report prepared utilizing best engineering science.

17.10.325 – Performance Standards – Alteration of Geologically Hazardous Areas.

- A. Alteration of land with slopes over 40 percent shall be prohibited.
- B. Alteration of slopes between 15 percent and 40 percent, and on slopes between 10 percent and 15 percent that have unstable soil or drainage characteristics, may be permitted pursuant to an approved critical area report and mitigation plan, developed according to the requirements of Section 17.10.345 that certifies the following:
 - 1. The development will not increase or concentrate surface water discharge or sedimentation to adjacent sites beyond predevelopment conditions; and
 - 2. The development will not decrease slope stability on the development site or on adjacent sites.
- C. Development within a geologically hazardous area and/or buffer shall be designed to meet the following basic requirements. Alternative approaches may be allowed if it can be demonstrated through a geotechnical study that an alternative design that deviates from one or more of these standards provides greater long-term slope stability while meeting all other provisions of this chapter. The requirement for long-term slope stability shall exclude designs that require regular and periodic maintenance to maintain their level of function. The basic development design standards are:
 - 1. The proposed development shall not increase the risk of landslide occurrences;
 - 2. Structures and improvements shall avoid geologically hazardous areas and other critical areas;

3. Structures and improvements shall minimize alterations to the natural contour of the slope; Foundations shall be tiered where possible to conform to existing topography;
 4. Structures and improvements shall be located, and clustered, if appropriate, to preserve the most critical portion of the site and its natural landforms and vegetation;
 5. The proposed development shall not result in greater risk to neighboring properties, or a need for increased buffers on neighboring properties;
 6. The use of engineered retaining walls that allow the maintenance of existing natural slope area is preferred over graded artificial slopes. Engineered retaining walls shall not exceed 15 feet in height and preferably should be less than eight feet in height. Engineered retaining walls over eight feet in height shall be allowed by the director only when it can be demonstrated that no other reasonable alternative exists. Riprap retaining walls should not exceed eight feet in height. Wherever possible, retaining walls should be designed as structural elements of the building foundation;
 7. Development shall be designed to minimize impervious lot coverage. Use of common access drives and utility corridors is encouraged;
 8. Disturbed areas of a site not used for buildings, roads and other improvements shall be replanted promptly pursuant to an approved landscape plan.
 9. Significant vegetation and habitat should be preserved to the greatest extent feasible.
 10. Removal of vegetation from geologically hazardous area or related buffer shall be prohibited unless otherwise provided through an approved alteration plan.
 11. Limited pruning or selective removal of dead, diseased or damaged branches; and limited removal of specified branches that block views as shown on a professionally prepared landscape plan may be approved by the director if the activity will not adversely affect slope stability; and
 12. Seasonal Restriction. Clearing shall be allowed only from April 1st to October 31st of each year; provided, that the city may extend or shorten the designated seasonal restrictions on a case-by-case basis depending on actual weather conditions.
- D. Utility Lines and Pipes. Utility lines and pipes, including stormwater conveyance lines, shall be permitted in geologically hazardous areas pursuant to Reasonable

Use provisions of Section 17.10.390. Engineering designs are required for all such installations. Such designs shall address all geologic hazards, providing industry standard safety factors.

- E. Point Discharges. Point discharges from surface water facilities and roof drains onto or upstream from a landslide hazard area shall be prohibited except as follows:
1. The discharge is conveyed via continuous storm pipe downslope to a point where the discharge will not create or contribute to erosion issues; or
 2. The discharge is released at flow durations matching predeveloped conditions, with adequate energy dissipation, into existing channels that previously conveyed stormwater runoff in the predeveloped state; or
 3. The discharge is dispersed upslope of the steep slope onto a low-gradient undisturbed buffer demonstrated to be adequate to infiltrate all surface and stormwater runoff, and where it can be demonstrated that such discharge will not increase the saturation of the slope.
- F. Subdivisions. Applications for the division of land in geologically hazardous areas and associated buffers is subject to the following:
1. Land that is located wholly within a geologically hazardous area or its buffer may not be subdivided.
 2. Land that is located partially within a geologically hazardous area or its buffer may be divided; provided, that each resulting lot has sufficient buildable area outside of, and will not affect, the geologically hazardous area and its buffer;
 3. Access roads and utilities may be permitted within the geologically hazardous area and associated buffers if the director determines based on an approved critical area report and mitigation plan that the road will not increase the risk to adjacent sites and that no other feasible alternative exists.
 4. Erosion control plans shall be required for all regulated activities within a geologically hazardous area. The erosion control plans shall be consistent with the provisions of the Stormwater Management Manual for Western Washington and prepared pursuant to a plan approved by the city engineer. A master drainage plan shall be prepared for large projects as required and approved by the city engineer.
 5. Prohibited Development. On-site sewage disposal systems, including drain fields, shall be prohibited within a geologically hazardous area and related buffers.

17.10.330 – Performance standards – Geologically Hazardous Area Buffers.

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

- A. A buffer shall be established from the top, toe, and edges of all slope or landslide hazard areas with 10 feet or more of vertical elevation change. The size of the buffer shall be sufficient to eliminate or minimize the risk of damage to persons or property resulting from landslide and erosion caused in whole or part by the activity, development, or use as determined by the director based upon the director's review of and concurrence with the geotechnical report prepared by a qualified professional and consistent with the following criteria:
 1. For landslide hazard areas with slopes from fifteen (15) to thirty nine (39) percent, the minimum buffer shall be equal to one-half the height of the slope or a minimum of twenty five (25) feet, whichever is greater. The buffer may be reduced by twenty five (25) percent or to a minimum of twenty five (25) feet, whichever is greater, when a qualified professional demonstrates to the director's satisfaction that the reduction will adequately protect the proposed development, adjacent areas, developments, uses, and the subject critical area;
 2. For slopes from fifteen (15) to thirty nine (39) percent that are not landslide hazard areas there is no specified minimum buffer. The buffer will be established by a qualified professional to the director's satisfaction.
 3. For slopes forty (40) percent or greater that are not landslide hazard areas, the minimum buffer shall be equal to the height of the slope or twenty five (25) feet, whichever is greater. The buffer may be reduced to a minimum of fifteen (15) feet when a qualified professional demonstrates to the director's satisfaction that the reduction will adequately protect the proposed development, adjacent areas and uses, and the subject critical area.
 4. For landslide hazard areas with slopes forty (40) percent or greater, the minimum buffer shall be equal to the height of the slope or twenty five (25) feet, whichever is greater. The buffer may be reduced by fifty (50) percent or to a minimum of twenty five (25) feet, whichever is greater, when a qualified professional demonstrates to the director's satisfaction that the reduction will adequately protect the proposed development, adjacent areas and uses, and the subject critical area.
 5. For slopes with a vertical elevation of twenty five (25) feet or less, the minimum buffer shall be equal to one-half the height of the slope, regardless

of the slope percent; provided that there are no other factors that pose a slope stability risk.

- B. Development must maximize retention of existing vegetation in Geologically Hazardous areas and their buffer areas. Where removal of vegetation cannot be avoided in order to accommodate a permitted development or to stabilize a slope, an acceptable plan to fully revegetate and restabilize affected areas must be provided as part of the development application, and approved as a condition of any permit issued.
- C. To improve the functional attributes of buffer areas, the director may require that the buffer be enhanced through planting of natural vegetation, in the form of ground cover, shrubs or trees to assist in stabilizing the ground surface.
- D. The buffer shall be maintained and preserved through a protective easement or other appropriate permanent protective covenant recorded with the County in a form approved by the city and providing for any necessary ongoing monitoring and maintenance.
- E. Structures shall be set back such that construction activities and outdoor living areas do not infringe upon the required buffer edge.

17.10.335 – Minimum required application submittals.

- A. The applicant shall submit a complete plan set submittal and permit application and specifications for the proposed development consisting of the following:
 - 1. Site plan with topography and planned building locations:
 - a. Map scale, north arrow, legal description, tax account parcel numbers, easements, and lot property lines.
 - b. Building plans with cross sections sufficient to show foundation design.
 - c. Existing grade contour lines, at two-foot intervals.
 - d. All distances between existing structures on the site and approximate distances of existing habitable structures on adjacent sites within 25 feet of property lines (all adjacent sites which could affect or be affected by the proposed development shall be shown).
 - e. Lowest footing or basement slab elevation of existing and proposed structures on the property and on adjacent properties to the extent that such information is reasonably available, and proposed finish floor elevations. A cross section of the planned conditions is required.

- f. The location of existing sanitary sewers, stormwater drainage facilities, wells, piezometers, subsurface drains, and other sewer/drainage facility components on, and adjacent to, the site.
 - g. The location of all existing underground utilities on, and adjacent to, the site including, but not limited to, telephone, cable television, gas, electric and water utilities, vaults, fire hydrants and other cables, wires, meters and drainage pipes.
 - h. A separate topographical drawing shall be submitted showing proposed grade contours at two-foot intervals. This drawing shall include the bottom of proposed footing elevations including all stepped footing elevations.
2. Geotechnical Report including general and specific soils and geotechnical information developed pursuant to Section 1802 of the International Building, as that section now exists or may hereafter be amended by the State Building Code Council and/or the City of Sultan. (See subsection B. below for Geotechnical Report standards.)
 3. Architectural and structural plans with design calculations, stamped and signed by licensed design professionals of the State of Washington.
 4. Owner and professional declarations.
 5. Acknowledgment that the approval and issuance of permit may require obtaining bonds, covenants and contractor general liability insurance in accordance with the detailed requirements stated below.
- B. The Geotechnical Report required in item 17.10.335(A)(2). above shall include the following:
1. An analysis of material gathered through appropriate explorations and an analysis of soil characteristics conducted by or under the supervision of the engineer in accordance with the standards adopted by the American Society of Testing and Materials (ASTM) or other applicable standards utilizing best available science.
 2. The report must provide subsurface data to support the engineer's conclusions regarding slope stability. The minimum factor of safety for the static and seismic conditions shall be at least 1.5 and 1.15, respectively. The geotechnical engineer shall provide documentation of how the horizontal acceleration value was obtained and derivation of the safety factors.
 3. The geotechnical engineer shall confirm that the planned improvements will adequately stabilize the site grades shown on the topography map, and shall verify the grades shown on the topography map based upon the geotechnical engineer's own site observations.

4. The geotechnical report may be specifically written for an individual lot or it may be written for a group of contiguous lots within the same landform.
- C. If any item in subsection "B" above is inapplicable to a particular project, a letter or a report shall be provided to the director stamped by the appropriate licensed design professional, with sufficient information or data to demonstrate why the item is inapplicable. The director may utilize appropriate licensed consultants to determine if generally accepted engineering practice requires submission of an item otherwise not required in subsection B. above. When consultants are used to determine if generally accepted engineering practice requires submission of any otherwise required item, the cost of review shall be paid by the applicant.
- D. The applicant shall submit, consistent with the findings of the geotechnical report, detailed structural plans with corresponding calculations prepared and stamped by the structural engineer of record. When architectural plans incorporate such structural details, said plans shall be stamped and signed by the structural engineer of record. All other architectural plans may be prepared by an architect, designer, builder or lay person.
- E. The City may require submittal of bonds, frozen funds, or other instruments of credit as a surety for improvements required as a condition of a permit for development in a Geologically Hazardous Areas or their buffers (see Section 17.10.380A).
- F. Prior to final issuance of a permit for a project subject to surety provisions of this code, the applicant shall submit documentation of required bonds, frozen funds or other instrument of credit in a form satisfactory to the City Attorney and sufficient to guarantee construction of the improvements proposed to stabilize the site. The applicant shall submit a copy of the contractor's general liability insurance.

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

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

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

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

17.10.345 Critical area report requirements for geologically hazardous areas

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

1. It shall address the area of the proposed activity and all geologically hazardous areas within 200 feet of the project area or that have potential to affect or be affected by the proposal;
2. It shall contain an assessment of geological hazards including at a minimum all of the following information:
 - a. A description of the surface and subsurface geology, hydrology, soils, and vegetation found in the project area and in all hazard areas addressed in the report; an assessment of the geologic characteristics and engineering properties of the soils, sediments, and/or rock of the project area and potentially affected adjacent properties; a review of the site history regarding landslides, erosion, and prior grading; and an evaluation of the vulnerability of the site to seismic and other geologic events. Soils analysis shall be performed in accordance with accepted classification systems in use in the region.
 - b. A recommendation for the minimum buffer and minimum building setback from all geologic hazards based upon the geotechnical analysis. The minimum buffer should not be less than those in Section 17.10.330.
 - c. When hazard mitigation is required, the report shall specifically address how the activity maintains or reduces the preexisting level of risk to the site and adjacent properties on a long-term basis (equal to or exceeding the projected lifespan of the activity or occupation). Proposed mitigation techniques shall be considered to provide long-term hazard reduction only if they do not require regular maintenance or other actions to maintain

their function. Mitigation may also be required to avoid any increase in risk above the preexisting conditions following abandonment of the activity.

- B. Where a valid geotechnical report has been prepared within the last five years for a specific site, and where the proposed land use activity and surrounding site conditions are unchanged, said report may be incorporated into the required critical area report. Further updated analysis may be required if site-specific conditions so warrant in the director's discretion. The applicant shall submit a geotechnical assessment detailing any changed environmental conditions associated with the site.
- C. Geotechnical studies for properties containing more than one type of hazard area shall meet the report requirements for each relevant type.
- D. **Monitoring Surface Waters.** If the director determines that there is a significant risk of damage to downstream receiving waters due to potential erosion from the site, based on the size of the project, the proximity to the receiving waters, or the sensitivity of the receiving waters, the critical area report shall include a plan to monitor the surface water discharge from the site. The monitoring plan shall include a recommended schedule for submitting monitoring reports to the director.

17.10.350 – Issuance and denial of permits.

- A. **Permit Issuance.** In addition to the permit processes required for a particular project in any other applicable provision of the Sultan Municipal Code, all of the following requirements must be satisfied before any building, grading, fill or excavation permit will be issued in a geologically hazardous area under the provisions of this Chapter:
 - 1. A geotechnical report has been submitted and approved;
 - 2. Plans and specifications have been submitted incorporating the recommendations of the geotechnical report and said plans have been approved;
 - 3. Any required declarations, disclosures, covenants and waivers have been submitted and approved;
 - 4. Proof of any required bonds, cash deposits and general liability insurance have been submitted and approved by the city;

5. When peer review has been required, all submittals have been determined to have been prepared in accordance with generally accepted engineering practice;
 6. Peer review concurrence for permit issuance has been received by the building official; and
 7. All other applicable provisions of the Sultan Municipal Code, including but not limited to the other chapters of the Critical Areas Code, the Zoning Code, the Land Division Code, and the Stormwater Management Manual for Western Washington have been reviewed and approved by the appropriate city official.
- B. Permit Denial. The reasons for permit denial shall be set forth in writing to the owner/applicant. In making a determination of permit denial, the director shall consider not only the land which is the subject of the application, but in addition, the surrounding area which may be adversely affected if the permit were granted. The following criteria shall result in the denial of issuance of any building, grading, fill or excavation permit:
1. The land on which any building, grading, filling, or excavation is proposed is in the determination of the director unsuitable for improvement due to excessively steep slopes, unsatisfactory foundation support, instability or unsuitable topography, that the applicant is unable to mitigate per the requirements in section 17.10.325; or
 2. The resulting development would increase the potential of soil movement resulting in an unacceptable risk of damage to adjacent properties or an unreasonable risk of damage to the proposed development; or
 3. Existing or increased conditions of unacceptable/excessive flooding, seepage, high water table, or inadequate drainage; or
 4. Presence or increase of other hazardous conditions posing an unreasonable risk to public health, safety, or welfare; or
 5. The noted site dangers or geologic hazards are not minimized to the extent possible by the use of best available science and generally accepted engineering and architectural practice.
- C. Appeal. The director's decision on any permit issued under this chapter constitutes the City's final decision, and may be appealed only to Snohomish County Superior Court in accordance with the Land Use Petition Act, Chapter 36.70C RCW.

17.10.355 – Designation of “Modified Slope Standard Developments.”

- A. The remaining sections of this Chapter (Sections 17.10.355 through 17.10.385) provide for additional development requirements on steep slopes in subdivisions and short subdivisions granted final approval between October 26, 2006, and January 23, 2014. Such developments shall be referred to as “Modified Slope Standard Developments.”
- B. Development on slopes exceeding 40% in Modified Slope Standard Developments may be proposed, reviewed, and permitted under the provisions of Sections 17.10.355 through 17.10.385. These sections do not apply to any property outside of the boundaries of specifically approved Subdivisions and Short Subdivisions approved during this specific period of time.
- C. All other properties in the City, whether an individually owned lot of record, or a lot inside of a Subdivision or a Short Plat approved prior to October 26, 2006, or a Subdivision or a Short Plat approved after the effective date of this code are not “Modified Slope Standard Developments” and shall not apply for any development as Modified Slope Standard Developments.

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

- A. Alteration of Landslide areas on slopes between 15% and 40% in Modified Slope Standard Developments shall be proposed and reviewed, under the provisions of Section 17.10.325.
- B. Alteration of slopes for the purpose of construction of residential structures, or the infrastructure needed to support residential structures, on slopes exceeding 40% in Modified Slope Standard Developments shall be proposed and reviewed under provisions of Section 17.10.355 through 17.10.385.
- C. Applications for alteration of slopes in Modified Slope Standard Developments and/or construction for purposes other than residential development or the infrastructure needed to support residential development in Modified Slope Standard Developments shall not be accepted for review.

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

- A. The geotechnical report for Modified Slope Standard Developments shall reference laboratory testing that will include ASTM Standard Tests sufficient to confirm the material properties used in design and the slope stability analyses. The report must provide subsurface data to support the engineer’s conclusions regarding slope stability.
- B. The geotechnical engineer shall confirm that the engineering design of the planned improvements will adequately stabilize the site grades shown on the

topography map, and shall verify the grades shown on the topography map based upon the geotechnical engineer's own site observations. The geotechnical report may be specifically written for each individual lot or it may be written for a combination of multiple lots.

- C. The applicant shall submit, consistent with the findings of the geotechnical report, detailed structural plans providing for stabilization and mitigation of identified slope hazards. This shall include corresponding calculations prepared and stamped by the structural engineer of record. When architectural plans incorporate such structural details, said plans shall be stamped and signed by the structural engineer of record. All other architectural plans may be prepared by an architect, designer, builder or lay person.
- D. The plan set submittal shall include a statement from the geotechnical engineer who prepared the geotechnical report, stating that in his or her judgment the plans and specifications submitted for the project conform to the recommendations in the geotechnical report, and that the risk of damage to the proposed development, or to adjacent properties, from soil instability will be minimized subject to any conditions set forth in the report, and the proposed development will not increase the potential for soil movement.
- E. For sites where the hazards are not mitigated or where the risks from deep-seated or large-scale earth movement cannot be practically reduced by individual lot owners, the geotechnical engineer shall prepare a statement identifying what design measures will be taken to mitigate the risk to structures, adjacent properties, and inhabitants in the event of deep-seated or large-scale movement. The statement shall specify any risks from earth movement that are not fully mitigated by design measures and include an opinion as to whether the site will be stable within the meaning of this chapter following installation of all proposed improvements.

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

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

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

- C. The final recommendation of the peer review, regarding whether a submittal complies with generally accepted practice, is based on best available science, and/or requires revisions to comply with the same, shall be binding upon the applicant and building official.
- D. As provided in 17.10.335(E), the applicant shall submit documentation of required bonds, frozen funds or other instrument of credit in a form satisfactory to the City Attorney and sufficient to guarantee construction of the improvements proposed to address all identified hazards. The applicant shall also submit a copy of the contractor's general liability insurance.

17.10.375 – Declarations, disclosures, covenants and waivers.

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

- A. A written declaration with the permit application that includes the statement that the accuracy of all information is warranted by the owner/applicant in a form satisfactory to the City Attorney and which releases and holds the city and its staff harmless from any liability associated with reliance on such submittals.

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

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

- B. Further recommendations signed and sealed by the geotechnical engineer shall be provided should there be additions or exceptions to the original recommendations based on the plans, site conditions or other supporting data. If the geotechnical engineer who reviews the plans and specifications is not the same engineer who prepared the geotechnical report, the new engineer shall, in

a letter to the director accompanying the plans and specifications, express agreement or disagreement with the recommendations in the geotechnical report and state that the revised plans and specifications conform to the new recommendations.

- C. A disclosure letter or notation on the design drawings by the structural engineer of record stating that he has reviewed the geotechnical report(s), that he understands its recommendations, has explained or has had explained to the owner/applicant the risk of loss due to slides on the site, and that he has incorporated into the design the recommendations of the report and established measures to reduce the potential risk of injury or damage that might be caused by any risk of earth movement referenced in the report. The statement shall note any risks, hazards, and potential problems from earth movement that are not fully mitigated by design measures.
- D. The owner shall execute a covenant (in a form provided by the city and satisfactory to the City Attorney) to be submitted with the application (with necessary fee as provided in the City of Sultan Annual Fee Schedule) to be recorded with the Snohomish County auditor. The director shall cause such completed covenant to be so recorded. A copy of the recorded covenant shall be forwarded to the owner. This covenant shall be a covenant running with the land and bind the owner/applicant and his/her successors and assigns, and shall at a minimum include:
1. A legal description of the property;
 2. A statement explaining that the site is in a potential earth subsidence and landslide hazard area; that the risk associated with the development of the site is set forth in permit file No. _____ with the city of Sultan building department; that conditions or prohibitions on development may have been imposed by the city in the course of permit issuance; and referencing any features in the design which will require maintenance or modification to address anticipated soil changes. The covenant shall incorporate by reference the statements and conditions to be observed in the form proposed by the owner/applicant's geotechnical engineer, architect and/or structural engineer;
 3. A statement waiving and releasing any and all claims by the owner/applicant, and promising to indemnify and hold harmless the city of Sultan, its officers, employees and City's contractors and consultants from any claims by the owner/applicant and/or any other person or entity may have for any loss or damage to people or property either on or off the site resulting from soil movement and arising from or out of the issuances of any permit(s) authorizing development on the site, as well as due to any act or failure to act by the indemnitor and/or its agents or successors in interest under or following issuance of the permit; and

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

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

A. Site Bonding Requirements.

1. A surety bond, executed by a surety company authorized to do business in the state of Washington, as provided in Section 17.10.335 E., shall be posted by the owner/applicant or general contractor in the amount of 150% of the cost of required improvements as determined by the Applicant's landscape architect or engineer, and as accepted by the City Engineer. This amount shall be sufficient to assure the restoration of any areas on the site, or in the surrounding area, disturbed or damaged by slides during construction, and to ensure completion of the work authorized by the permit, or, if the work is not completed, to assure that the site and surrounding area will be restored to a safe and stable condition at least equal to the safety and stability prior to commencement of work under the permit. The director will evaluate the characteristics of the site to determine if a surety bond is required and the amount of the bond. The bond will be exonerated upon occupancy approval of the building permit by the building official.
2. Structures, facilities, and activities subject to surety include, but are not limited to the following:
 - a. Slope stabilization structures and landscaping/planting projects;
 - b. Stormwater management and drainage features;
 - c. Slope stability monitoring equipment and processes;
 - d. Road and utility fixtures; and
 - e. Similar features required for safe ongoing operation of the development and delivery of emergency services.
3. In lieu of the surety bond, the owner/applicant or general contractor may propose to file a cash deposit or an instrument of credit in a form satisfactory to the director in an amount equal to that which would be required in the surety bond, and similarly conditioned.

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

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

A. Site Clearing and Grading.

1. The owner/applicant or contractor for any type of development, including residential construction, shall secure the director's approval before entering a geologically hazardous site with excavating or other grading and clearing equipment to clear, remove trees or grade for any purpose, including the creation of access to the site.
2. The director may condition such access approval if warranted by site conditions and/or when discretionary approval permits are required. As part of the approval process the director may impose conditions that address site work issues; such measures could include but are not limited to limiting all excavation and drainage installation to the drier season between May and the end of September, or sequencing activities such as the installation of drainage systems well in advance of construction.
3. Requests for early site access in advance of building permit approval or in the time period between October 1st and April 30th for any purpose shall be submitted to the director accompanied by written concurrence of the owner/applicant's geotechnical engineer of record. The geotechnical engineer shall stipulate any additional precautions necessary to maintain site stability and control erosion.
4. The director may utilize peer review consultants to determine whether the request is based on generally accepted engineering practice and is reasonable with regard to time-frame to complete the work, types of equipment proposed to perform the work, length of exposure of slopes, and adequacy of site monitoring and temporary erosion control measures. When such peer review is utilized, the cost of such review shall be paid in full by the owner/applicant within 30 days of billing by the city.

B. Reporting Authority.

1. The owner/applicant shall retain a geotechnical engineer to monitor the site during construction. The owner/applicant shall preferably retain the geotechnical engineer who prepared the final geotechnical report in the plan set submittal and who has reviewed the approved plans and specifications.
2. If a different geotechnical engineering consultant is retained by the owner/applicant, the new geotechnical engineer shall submit a letter to the director stating that he or she has read all reports and recommendations and reviews to date, and state whether or not he or she agrees with the opinions

and recommendations of the original geotechnical report and peer review comments.

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

C. Construction Monitoring, Special Inspections.

1. During construction, the geotechnical engineer shall monitor compliance with the recommendations in the geotechnical report including: site excavation, shoring, temporary erosion control, soil support for foundation, piles, subdrainage installation, soil compaction and other geotechnical aspects of the construction.
2. The specific recommendations contained in the geotechnical report shall be implemented by the owner/applicant unless the director approves a modification that substantially complies with the recommendations in the geotechnical report.
3. The geotechnical engineer shall document any omission or deviation from the approved geotechnical report and plans in a separate report submitted to the director.
4. All reports shall be submitted directly to the city on a weekly basis for review. Failure to submit required reports shall be grounds for issuance of a stop work order.

D. Final Construction Report.

1. The geotechnical engineer of record shall prepare and submit to the director a final written report stating that, based upon his or her professional opinion, site observations and final site grading, the completed development substantially complies with the requirements of the geotechnical report and with all geotechnical-related permit requirements as shown on the approved plans. (For purposes of this subsection, "Substantially complies" means that the completed development provides at least the level of stability and safety, on- and off-site, that is called for in the geotechnical requirements and reports required under Sections 17.10.365 and 17.10.370). Recommendations to the owner/applicant shall be included in the report for future monitoring and maintenance of the property including drainage, tightlines, catch basins, berms, retaining wall drainage, hazard mitigation improvements, slopes, vegetation, and permanent erosion control that affect slope stability over time.
2. Occupancy of a residence shall not be granted until the required report(s) has been reviewed and accepted by the director.

17.10.390 – Reasonable Use.

- A. If the application of this chapter would deny all reasonable use of the subject property, the property owner may apply for an exception pursuant to this section.
- B. Exception Request and Review Process. An application for a reasonable use exception shall be made to the city and shall include all applicable analyses, reports, and plans required by this chapter in addition to the information required in this subsection.
- C. The director shall determine whether an exception request shall be granted based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria set forth below. The director shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with all of the following reasonable use exception review criteria:
 - 1. The application of this chapter would deny all economically viable use of the property;
 - 2. No other reasonable use of the property has less impact on the critical area;
 - 3. The proposed impact to the critical area is the minimum necessary to allow for reasonable economic use of the property;
 - 4. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this chapter or its predecessor;
 - 5. The proposal meets the review criteria set forth in this chapter;
 - 6. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site; and
 - 7. The proposal includes measures designed to mitigate critical area impacts to the extent reasonably feasible.
- D. Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

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

Section 3. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of this code amendment.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

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

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

APPROVED:

Carolyn Eslick, Mayor

APPROVED AS TO FORM:

Danielle Evans, City Attorney

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Introduction:

Final Action:

Posted:

Published: