

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
March 13, 2014**

6:00 PM Joint Meeting with Planning Board

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

- 1) Code Enforcement
- 2) 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 February 27, 2014 Council Meeting Minutes
- 2) Approval of Vouchers

ACTION ITEMS:

- 1) RH2 Contract Addendum
- 2) WH Pacific Contract Addendum

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

**JOINT PLANNING BOARD/SULTAN CITY COUNCIL MEETING
AGENDA COVER SHEET**

DATE: March 13, 2014

SUBJECT: Code Revision Topics:
Marijuana Businesses (I-502)
Title 18, Draft Zoning Code Chapters

CONTACT PERSON: Robert Martin, Community Development Director
Ken Walker, City Administrator

ISSUE:

Planning Board would like to discuss the items listed below at the Joint Planning Board/City Council Meeting at 6:00 pm March 13th. Please have a map showing the locations of the available properties where the Marijuana Productions and Processing Business can be located.

DISCUSSION TOPICS:

Marijuana:
I-502 Code – Marijuana Production and Processing

New Zoning Code Sections:

18.114 - Recreation Impact Fees and the Sections from the old Code so the Council can see both.

18.118 - Animal Code Section and the Sections from the old Code so the Council can see both.

Attachments:

- Attachment A: SMC Draft Chapter 16.58, Marijuana Processing Code
- Attachment B: Sultan Zoning Map
- Attachment C: Draft Code: 118.114 Recreation Impact Fees
- Attachment D: Current SMC 16.112.030 Recreation Impact Fees
- Attachment E: Draft Code: 18.118 Animal Code Chapter

ATTACHMENT A - Planning Board Draft
Chapter 16.58
MARIJUANA BUSINESSES

16.58.010 Purpose and intent.

The purpose of this chapter is to establish zoning regulations that provide for marijuana businesses allowed under a voter-approved statewide initiative (Initiative 502), now codified in RCW Title 69, and subject to requirements of Chapter 314-55 WAC.

16.58.020 Definitions.

The following definitions apply to this chapter. Additional definitions related to marijuana businesses are contained in WAC 314-55-010 and RCW 69.50.101.

- A. "Business name" or "trade name" means the name of a licensed business as used by the licensee on signs and advertising.
- B. "Child care center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than 24 hours and is licensed by the Washington State Department of Early Learning under Chapter 170-295 WAC.
- C. "Game arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted.
- D. "Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.
- E. "Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- F. "Marijuana business" means any business that handles marijuana and is subject to Chapter 314-55 WAC.
- G. "Marijuana processing business" means any business that is licensed by the State Liquor Control Board to process, package, and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana retailers.
- H. "Marijuana production business" means any business that is licensed by the State Liquor Control Board to produce marijuana for sale at wholesale to marijuana processor licensees and to other marijuana producer licensees.
- I. "Marijuana retail business" means an establishment engaged in selling marijuana, marijuana-infused products, and marijuana paraphernalia to people for their personal or household use. It does not include businesses that produce or process marijuana and do not sell it directly for personal or household use.
- J. "Medical marijuana collective garden" means a group of qualifying patients that share responsibility for acquiring and supplying the resources required to produce and process

marijuana for medical use. Examples of collective garden resources would include, without limitation, the following: property used for a collective garden; or equipment, supplies, and labor necessary to plant, grow and harvest marijuana; marijuana plants, seeds, and cuttings; and equipment, supplies, and labor necessary for proper construction, plumbing, wiring, and ventilation of a garden of marijuana plants. A medical marijuana collective garden shall satisfy the above definition regardless of its formation, ownership, management, or operation as a business, agency, organization, cooperative, network, consultation operation, group, or person. One (1) individual person who is the designated provider for only one qualified patient during any 15 day period and who complies with Chapter 69.51A RCW, or an individual person who is a qualified patient and who complies with 69.51A RCW, shall not be deemed a medical marijuana collective garden for the purposes of this ordinance.

- K. "Medical marijuana dispensary" means any business, agency, organization, cooperative, network, consultation operation, or other group, or person, no matter how described or defined, including its associated premises and equipment, which has for its purpose or which is used to grow, select, measure, package, label, deliver, sell, or otherwise transfer (for consideration or otherwise) marijuana for medical use. One (1) individual person who is the designated provider for only one (1) qualified patient during any 15 day period and who complies with Chapter 69.51A RCW, shall not be deemed a medical marijuana dispensary for the purposes of this ordinance.
- L. "Playground" means a public outdoor recreation area for children, usually equipped with swings, slides, or other playground equipment, owned and/or managed by a city, county, state, or federal government.
- M. "Public park" means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district and does not include parcels that are primarily comprised of a trail or trails.
- N. "Public transit center" means a facility located outside of the public right-of-way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge.
- O. "Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under 21 years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.
- P. "Residence" means a building, dwelling unit or property where one or more persons may live or maintain an abode.
- Q. "School, Elementary" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington State Superintendent of Public Instruction.
- R. "School, Secondary" means a high school and/or middle school, i.e., a school that is recognized by the Washington State Superintendent of Public Instruction for the education of students, typically children, in grades seven to twelve who have completed their primary education.

16.58.30 Medical Marijuana Dispensaries Prohibited

Medical Marijuana Dispensaries, as defined in 16.58.020, are prohibited. Medical Marijuana Dispensaries shall not be located in any zone or on any property in the City of Sultan.

16.58.035 Collective Gardens Prohibited

Medical Marijuana Collective Gardens, as defined in 16.58.020, are prohibited. Medical Marijuana Collective Gardens shall not be located in any zone or on any property in the City of Sultan.

16.58.040 Marijuana Retail Business Prohibited

Marijuana Retail Businesses, as defined in 16.58.020, are prohibited. Marijuana Retail Businesses shall not be located in any zone or on any property in the City of Sultan.

16.58.050 Locations.

- A. A marijuana *production and/or processing* business shall not be located within 1,000 feet of the perimeter of the grounds of any of the following entities as defined in SMC 16.58.020:
 - 1. Elementary or secondary school;
 - 2. Playground;
 - 3. Recreation center or facility;
 - 4. Child care center;
 - 5. Park;
 - 6. Transit center;
 - 7. Library; or
 - 8. Game arcade where admission is not restricted to persons age 21 and older.
- B. For purposes of subsection A of this section, the distance shall be measured as the shortest straight line distance from the property line of each entity identified in subsection A of this section to the property line of the marijuana business.
- C. Marijuana production businesses and marijuana processing businesses are allowed only in the Economic Development Zone (SMC 16.12.060) subject to the location limitations of Subsections A and B above
- D. Marijuana businesses are not permitted as a home occupation under SMC 16.48 and shall not operate at a residence as defined in this chapter.

16.58.060 Specific regulations.

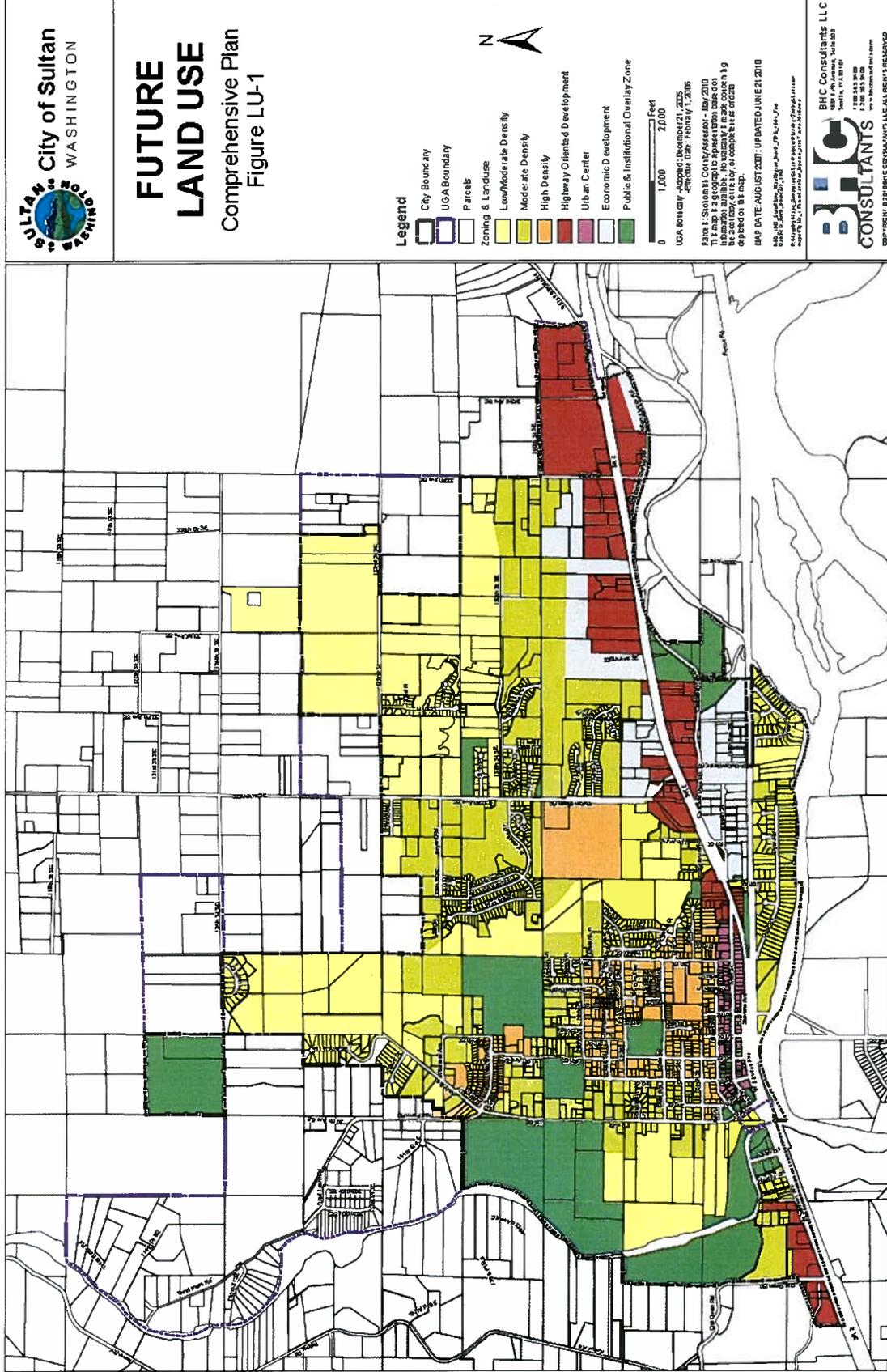
- A. To operate within the City, each marijuana business is required to have a current business license issued by Washington State under the provisions of Chapter 314-55 WAC and a current business license issued by the City under the provisions of Chapter 5.04 SMC.
- B. Marijuana businesses are subject to the signage requirements of WAC 314-55-155 and Chapter 22.06 SMC, whichever is more restrictive. No off-premises signage is allowed.
- C. A marijuana business must take place within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors.
- D. Marijuana plants, products, and paraphernalia shall not be visible from outside the building in which the marijuana business is located.
- E. Marijuana businesses are subject to all applicable requirements of the Sultan Municipal Code including but not limited to the Building Codes (Chapter 15.01, 15.06) the Fire Code (Chapter 15.01 SMC), and Environmental Regulations (Title 17) as now exist or may be amended.

- F. Marijuana businesses are subject to all applicable requirements of RCW Title 69 and Chapter 314-55 WAC and other state statutes, as they now exist or may be amended.
- G. Nothing in this code is intended or should be considered as a limitation on the City from protesting the granting of a permit or the renewal of a permit.

16.58.070 Enforcement of violations.

Violations of this chapter shall be subject to enforcement action as provided in Chapter 16.32 SMC, and SMC 8.04, or, as applicable, the Uniform Controlled Substances Act, RCW Title 69. In addition, violations of this chapter are deemed to be a public nuisance and may be abated under the procedures set forth in state law for the abatement of public nuisances.

ATTACHMENT B - Sultan Zoning Map



**ATTACHMENT C - Staff Draft
Chapter 18.114
RECREATION IMPACT FEES**

Sections:

18.114.010 Applicability.

18.114.010 Applicability.

All types of residential subdivisions shall be required to pay park impact fees as provided by the Annual Fee Schedule as adopted and in effect at the time of application.

Recreation Impact Fees shall be in lieu of land set-aside and park development within each development, except for the requirement for trails within developments as provided in Title 19, Chapter 19.40.110.

Fees shall be established as follows:

- A. Developments of one lot to four lots shall pay the base fee lot.
- B. Developments of five lots or greater shall pay the base fee plus \$1,000 per lot.

Note: Current Park Impact Fee is \$3,175.00

- If Council desires, some portion of the value of the land set-aside required in existing Chapter 16.112 below, could be made up for by either or both of the following:
 - Increase the base fee

Leave the base fee at current level, and increase the proposed \$1,000.00 additional fee for developments larger than short plats.

ATTACHMENT D
CHAPTER 3.05 - PARK IMPACT FEES
CHAPTER 16.112.030 .060, .070, .080, .090, .100, .110, .120, .130
RECREATION IMPACT FEE SECTION(S)

Sections:

- 3.05.010 Establishment and purpose.
- 3.05.020 Funding sources.
- 3.05.030 Use of funds.
- 3.05.040 Reporting.

3.05.010 Establishment and purpose.

There is hereby created and established a special purpose park and recreation facilities impact fee fund ("the park impact fee fund") to receive park impact fees. (Ord. 969-07 § 1)

3.05.020 Funding sources.

All park impact fees shall be deposited into the park impact fee fund. Procedures for administration of the funds shall be established by the finance department. Investment interest income generated by these fees may be allocated in accordance with state law. (Ord. 969-07 § 1)

3.05.030 Use of funds.

A. Park impact fees shall be used for development of parks, open space, passive recreation parks, linear trail parks, and recreation facilities to serve new growth and development in Sultan; provided, that such impact fees may only be spent on system improvements.

B. Impact fees may be spent on the following items to the extent that they relate to a particular system improvement: facility planning, land acquisition, site improvements, necessary off-site improvements, facility construction, facility engineering and design work, facility permitting fees, facility financing, grant matching funds, applicable mitigation costs, capital equipment pertaining to public facilities, and any other expenses which can be capitalized and are consistent with the capital facilities plan.

C. Impact fees may also be used to recoup park facility improvement costs previously incurred to the extent that new growth and development will be served by the previously acquired or constructed improvements or incurred costs.

D. In the event that bonds or similar debt instruments are or have been issued for the construction of public facility or system improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this chapter and are used to serve new development. (Ord. 969-07 § 1)

3.05.040 Reporting.

Annually, the city shall prepare a report on the impact fee account showing the source and amount of all moneys collected, interest earned, and capital or system improvements that were financed in whole or in part by these impact fees. (Ord. 969-07 § 1)

SMC 16.112.030, .060, .070, .080, .090, .100, .110, .120, .130

16.112.030 Recreation facility impact fee formula.

A. Findings and Authority. The demand for parks and recreation facilities is proportionate to the size of the user population. The larger a population grows, the greater the demand for city parks and recreation facilities. In order to offset the impacts of new residential development on the city's park system, the city has determined to adjust the current park impact fee consistent with city standards as new development occurs. Impact fees are authorized under the State Environmental Policy Act (SEPA) and the Growth Management Act (GMA) to help offset the cost of capital facilities brought about by new growth and development. Impact fees imposed will be used to acquire and/or develop parks, open space and recreation facilities that are consistent with the capital facilities and park and recreation elements of the Sultan comprehensive plan.

B. The impact fee component for recreation facilities shall be calculated using the following formula:

$$\text{Fee} = (T/P \times U) - A$$

1. "Fee" means the recreation impact fee.
2. "T" means the total development cost of new facilities. Such costs shall be adjusted periodically, but not more than once every year.
3. "P" means the new population to be served.
4. "U" means the average number of occupants per dwelling unit.
5. "A" means an adjustment for the portion of anticipated additional tax revenues resulting from a development that is pro-ratable to facility improvements contained in the capital facilities plan. (Ord. 993-08 § 9; Ord. 929-06 §§ 1, 2, 3; Ord. 630 § 2[16.13.030], 1995)

16.112.060 Collection of impact fees.

The impact and administrative fees imposed under this code and identified in the city of Sultan's current fee schedule shall be due and payable at the time of issuance of a building permit for the development or issuance of an installation permit for a manufactured home or building. (Ord. 820-03 § 1; Ord. 630 § 2[16.13.060], 1995)

16.112.070 Impact fee exemptions.

A. The replacement of a residential structure on a site within 12 months of the demolition or removal of the prior residence.

B. The impact fee for an exempt development shall be calculated as provided for herein and paid with public funds by including such amount(s) in the public share of recreational facility improvements undertaken within the city of Sultan. (Ord. 820-03 § 2; Ord. 630 § 2[16.13.070], 1995)

16.112.080 Impact fee credits for other than traffic impact fees.

The developer shall be entitled to a credit against the applicable impact fee component for the present value of any dedication of land for improvement to or new construction of any system improvements provided by the developer (or the developer's predecessor in interest), to system facilities that are/were identified in the capital facilities plan and are required by the city as a condition of approval for the immediate development proposal.

The amount of credit shall be determined at the time of building permit issuance (or site plan approval where no building permit is required). A credit against the applicable impact fee shall be limited to the total amount of the applicable impact fee for the particular development. (Ord. 993-08 § 12; Ord. 630 § 2[16.13.080], 1995)

16.112.090 Appeals.

A developer may appeal the impact fee determination to the designated city official within 20 days of the issuance of the determination of the impact fee. The following is the process:

A. The developer shall submit a letter explaining the reason for the appeal. Any cited documents in the letter shall be included.

B. The designated city official shall review and respond to the developer within 30 calendar days of the submittal of the appeal letter. The city representative can approve, request additional information, or deny.

1. An approval will include an impact fee determination adjustment.

2. Requested additional information must be provided by the developer to the city within 20 calendar days or in a time frame as agreed upon by the designated city official.

3. Denial of an appeal will provide an explanation of why this decision was made.

C. If a developer is not satisfied with the designated city official's determination, the developer may request a determination by the city's hearing examiner pursuant to SMC 16.120.100.

D. Impact fees must be paid at time of permit issuance. If the developer has or will be appealing the impact fees, the developer shall submit a letter of protest at the time the impact fee payment is made.

E. When impact fees have been paid and a determination of a fee reduction is made in the appeal process, a refund or credit for future site fees will be made. No refund will be allowed to exceed the amount of the total impact fees paid for a particular development. (Ord. 993-08 § 14; Ord. 630 § 2[16.13.090], 1995)

16.112.100 Impact fee fund.

Impact fee funds will be created and established under SMC Title 3. The finance department will establish separate accounts and maintain records for each type of impact fee. (Ord. 977-07 § 1; Ord. 630 § 2[16.13.100], 1995)

16.112.110 Expenditures.

Impact fees for system improvements shall be expended only in conformance with the capital facilities plan. Impact fees shall be expended or encumbered for a permissible use within 10 years of receipt, unless there exists an extraordinary and compelling reason for fees to be held longer than six years. Such extraordinary and compelling reasons shall be identified in written findings by the city planning commission. (Ord. 1130-12 § 1)

16.112.120 Refunds.

A. The current owner of property on which an impact fee has been paid may receive a refund of such fee if the city fails to expend or encumber the impact fees within 10 years of collection, or such greater time as may be established in written findings by the city planning commission documenting extraordinary or compelling reasons for extension beyond six years. In determining whether there has been an encumbrance, impact fees shall be considered encumbered on a first-in, first-out basis. The current owner likewise may receive a proportionate refund when the public funding of applicable service area projects by the end of such six-year period has been insufficient to satisfy the ratio of public to private funding. The city shall notify potential claimants by certified mail (return receipt requested) deposited with the United States Postal Service at the last known address of each claimant.

B. The request for a refund must be submitted to the city council in writing within one year of the date the right to claim a refund arises or within one year of the date notice is given, whichever is later. Any impact fees that are not expended within these time limitations, and for which no application for refund has been made as herein provided, shall be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection shall include any interest earned on the impact fees.

C. A developer may request and shall receive a refund, including any interest earned on the impact fees, when the developer does not proceed with the development activity and no impact has resulted. (Ord. 1130-12 § 2; Ord. 630 § 2[16.13.120], 1995)

16.112.130 Impact fee as additional and supplemental requirement.

The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits; provided, that any other such city development regulation which would require the developer to undertake dedication or construction of a facility contained within the city capital facility plan shall be imposed only if the developer is given a credit against impact fees as provided for herein. (Ord. 630 § 2[16.13.130], 1995)

**ATTACHMENT E - DRAFT
Chapter 18.118
ANIMALS**

Sections:

- 18.118.010 Purpose
- 18.118.020 Reference to Title 6, Animals
- 18.118.030 Minimum standards
- 18.118.040 Keeping of offspring
- 18.118.050 Community animal shelter
- 18.118.060 Fencing of animals
- 18.118.070 Commercial horse and pony boarding, riding stables, and schools
- 18.118.080 Kennels
- 18.118.090 Beekeeping
- 18.118.100 Animal outbuildings

18.118.010 Purpose.

It is the purpose of this Chapter to regulate the type, location, and number of animals within the community so as to allow their enjoyment without causing nuisance conditions or health hazards. Land use aspects of animal management related to numbers of animals, required areas per animal, etc. are addressed in this Chapter.

18.118.020 Reference to Title 6, Animals.

Animal ownership, animal behavior, licensing, animal control, and enforcement of animal management standards is provided in Title 6 of this Code. Refer to that title for those and other aspects of animal management other than the land use aspects covered in this Chapter.

18.118.030 Minimum standards.

Possession of animals for individual domestic purposes not including commercial operations shall conform to the minimum standards below. When minimum land area requirements are designated, they are considered exclusive, to be met independent of minimum land area requirements for other permitted uses, such as residences.

Type of Animal	Minimum Requirements
A. Bees	Section 18.118.090 herein.
B. Cows	A minimum of 10,000 square feet of open fenced area per cow is required.
C. Dogs and Cats	No more than five dogs and cats, or any combination thereof four months of age or older, shall be permitted per dwelling unit.
D. Fowls and Rabbits	No more than 50 each are permitted per family, provided the animals are housed in a coop or other shelter which is further enclosed by a fence.

E. Horses, Mules, Donkeys, Burros	A minimum of 10,000 square feet of open fenced area per horse, mule, donkey, or burro is required.
F. Miniature Horses, Sheep and Goats	A minimum of 5,000 square feet of open fenced area is required per animal.
G. Swine	Not permitted except miniature pigs.
H. Miniature Pigs	One animal per household, not to exceed 150 lbs.
I. Other Animal Standards	See Title 6, Sultan Municipal Code

18.118.040 Keeping of offspring.

Offspring of animals legally permitted under the provisions of this Chapter may be kept for a period not exceeding four (4) months. Beyond this period, offspring must meet the per animal area and use limitations of this Chapter.

18.118.050 Community animal shelter.

A Community Animal Shelter is a place where dogs, cats or other stray or homeless animals are sheltered as part of a community animal control and protection program. Activities and services may include kenneling, animal clinic, pet counseling and sales, as well as animal disposal. The following criteria shall be considered when a Conditional Use application (Level III) is being reviewed for a Community Animal Shelter in a Highway Commercial or Airport Development zoning district:

- A. Noise;
- B. Proximity to and compatibility with nearby residences or residential districts;
- C. Lot size and isolation;
- D. Location of kennel facilities;
- E. Screening and buffering;
- F. Number of animal accommodations;
- G. Sanitation and health conditions;
- H. Odor.

18.118.060 Fencing of animals.

Fencing, when installed, shall be of a nonpenetrable type, so as to reduce nuisance impact on adjacent land uses. Electric fences and barbed wire fences shall comply with Chapter 18.88 of this Code.

18.118.070 Commercial horse and pony boarding, riding stables, and schools.

Commercial horse and pony boarding, riding stables, and schools where permitted, shall provide a minimum of one (1) acre for each horse or pony with a minimum of five (5) acres regardless of the number of animals. The animals shall be sheltered in suitable, clean structures.

18.118.080 Kennels.

Animal kennels where permitted shall shelter all overnight boarders in suitable structures which provide a clean and uncrowded environment. All structures and runs associated with the kennel shall be no closer than one hundred (100) feet from any property line. In addition to complying with the above requirements, the following criteria shall be considered when a Conditional Use Permit application (Level III) is being reviewed for an animal kennel:

- A. Noise;
- B. Proximity to and compatibility with nearby residences or residential districts;
- C. Lot size and isolation;
- D. Location of kennel facilities;
- E. Screening and buffering;
- F. Number of animal accommodations;
- G. Sanitation and health conditions;
- H. Odor.

18.118.090 Beekeeping.

Beekeeping is permitted in all zoning districts subject to the following requirements:

- A. The minimum lot size shall be one-half (1/2) acre;
- B. The area around the hives shall be fenced to control access to the hives and to discourage trespass and vandalism if the lot is less than one (1) acre in size;
- C. State statutes and regulations regarding apiaries must be met.

18.118.100 Animal outbuildings.

Structures designed for sheltering dogs shall be no closer than three (3) feet from any property line. All buildings or structures designed for the sheltering of all other animals legally permitted by the provisions of this Chapter shall be located no closer than fifty (50) feet from any property line.

Chapter 6.08 HORSES

Sections:

- 6.08.010 Purpose.
- 6.08.020 Minimum ground area – Required.
- 6.08.030 Minimum ground area – Designated for each animal.
- 6.08.040 Fence requirements – Running at large prohibited.
- 6.08.050 Keeping in barn or under direct control of attending person.
- 6.08.060 Stallions.
- 6.08.070 Breeding of mares.
- 6.08.080 Equine breed defined.
- 6.08.090 Violation – Penalty.

6.08.010 Purpose.

It is declared by the city council of the city of Sultan, that to protect the health, safety and welfare of the residents of the city of Sultan, it is necessary to establish and enforce rules and regulations to govern the keeping, housing, grazing and tethering of horses within said city; such that a danger to the health, safety and welfare of the residents of said city has been created and caused an emergency to exist. (Ord. 319 § 1, 1971)

6.08.020 Minimum ground area – Required.

No horse, mare, colt or filly shall be kept, housed or allowed to graze within the city of Sultan unless such horse, mare, colt or filly is kept, housed or allowed to graze upon an area of ground which equals one-half acre (a ground area of 21,760 square feet). (Ord. 319 § 2, 1971)

6.08.030 Minimum ground area – Designated for each animal.

If two or more horses, mares, colts or fillies are housed, kept or allowed to graze within the city of Sultan, such horses, mares, colts or fillies must be kept, housed or allowed to graze on a ground area of sufficient size to provide at least one-half acre of grazing land for each horse, mare, colt or filly kept on said land. (Ord. 319 § 3, 1971)

6.08.040 Fence requirements – Running at large prohibited.

Any area of ground whereon a horse or horses, mare, colt or filly are kept, shall be surrounded by a sturdily built and secure fence which shall be regularly maintained to provide for the safety of the residents of the city of Sultan; provided further, that it is unlawful, under any condition, to allow any horse, mare, colt or filly to run at large in the city of Sultan. (Ord. 319 § 4, 1971)

6.08.050 Keeping in barn or under direct control of attending person.

A horse, mare, colt or filly may be otherwise kept in the city of Sultan, only if it is kept constantly within the walls of a structure with a complete roof used as a barn; provided further, that

whenever any horse, mare, colt or filly so kept is taken from such barn, it must at all times be kept under the direct control of the person attending it. (Ord. 319 § 5, 1971)

6.08.060 Stallions.

No stallion kept within the city of Sultan shall be left unattended unless securely kept within the fenced-in area described above in SMC 6.08.040, or in a barn. (Ord. 319 § 6, 1971)

6.08.070 Breeding of mares.

It is unlawful for any person to cause or allow a mare to be bred within the city of Sultan within 150 feet of any street, walk or thoroughfare within said city, unless such act occurs within the confines of a walled-in structure with complete roof (barn). (Ord. 319 § 7, 1971)

6.08.080 Equine breed defined.

All members of the equine breed not specifically mentioned in this chapter, are deemed to have been included within the terms, horse, mare, colt or filly. (Ord. 319 § 8, 1971)

6.08.090 Violation – Penalty.

Failure to perform any act required or the performance of any act prohibited by this article is designated as an infraction for the first and second offense and as a criminal offense for each violation thereafter. The penalties for said violations are as follows:

A. First offense, \$25.00;

B. Second offense, \$50.00;

C. Third offense and each additional offense, \$100.00 per offense and/or imprisonment for a period not to exceed three days;

D. Criminal offense bail, \$100.00 per offense. (Ord. 471, 1985; Ord. 319 § 9, 1971)

Chapter 6.12 ANIMALS RUNNING AT LARGE

Sections:

- 6.12.010 Prohibited upon unenclosed lands or upon streets.
- 6.12.020 Dangerous animals prohibited at large.
- 6.12.030 Public pound – Established.
- 6.12.040 Officers to receive and care for animals found.
- 6.12.050 Impoundment – Notice requirements.
- 6.12.060 Impoundment – Claiming by owner.
- 6.12.070 Impoundment – Sale at auction.
- 6.12.080 Impoundment – Owner to receive proceeds if claimed within one year.
- 6.12.090 Impoundment – Poundmaster's duties – City marshal's duties.
- 6.12.100 Impoundment – Fees.
- 6.12.120 Hindering impoundment unlawful – Penalty.
- 6.12.130 Violation – Penalty.

6.12.010 Prohibited upon unenclosed lands or upon streets.

No horse, sheep, goat, ass, mule, jenny, colt, filly or swine, and no cattle of any kind shall be allowed to run at large or be herded any hour of the day or night, upon any unenclosed lands, public or private, within the limits of the city of Sultan, or upon any public street, avenue, alley or other public place in said city, and if two or more of said animals are housed, kept, or allowed to graze within the city of Sultan, said animals must be housed, kept or allowed to graze on a ground area of sufficient size to provide at least one-half acre of grazing land for each of said animals. (Ord. 439, 1983; Ord. 38 § 1, 1910; Ord. 27 § 1, 1908)

6.12.020 Dangerous animals prohibited at large.

No stallion, bull, boar or any vicious animal shall be permitted to run at large or be herded, or be driven or led when such animal is not safely secured upon any unenclosed lands, public or private, or upon any public street, avenue, alley or other public place of said city. (Ord. 27 § 2, 1908)

6.12.030 Public pound – Established.

The enclosure and shed to be hereafter designated by the council heretofore provided as a public pound, is established as the public pound of said city. (Ord. 27 § 4, 1908)

6.12.040 Officers to receive and care for animals found.

A. Any animal, described in this chapter, found running at large within the limits of said city in violation of the provisions of this chapter may be taken up by any person and delivered to the marshal, poundmaster or to any police officer of said city and it shall be the duty of any of said officers to receive any animal so delivered and to take up any and all animals described in this

chapter found violating the provisions of this chapter within the limits of said city and to impound the same.

B. Such animals so taken up and impounded shall be provided with proper care, food and water while so confined. (Ord. 27 § 5, 1908)

6.12.050 Impoundment – Notice requirements.

A. The marshal, poundmaster or police officer, impounding any animal, shall give written notice thereof within 24 hours of said impounding, containing a description of the animal or animals so impounded, to the owner, if known, or if not known then by posting a notice in a conspicuous place at the entrance of the pound and posting a similar notice at the front entrance of the City Hall, and also at two other public places in said city, which notice shall state that the animal or animals described therein have been taken up and impounded and will be sold at public auction to the highest bidder for cash at a time therein named, which time shall not be less than three days from the time of service or posting of said notice, to pay the legal fees and costs and expenses of the taking up, keeping and selling the same.

B. Such sale shall take place between the hours of 9:00 a.m. and 4:00 p.m. of said day.

C. The notice required by this section will be effectual, if given as provided in this chapter, either by the city marshal or poundmaster. (Ord. 27 § 6, 1908)

6.12.060 Impoundment – Claiming by owner.

If at any time before such sale the owner of any animal or animals so taken up or impounded shall claim the same, he shall be entitled to the possession thereof upon presentation to the city marshal, poundmaster, or other person in charge of said pound, the receipt of the city clerk/treasurer for all legal fees, charges and expenses incident to such taking up, keeping and impounding. (Ord. 27 § 7, 1908)

6.12.070 Impoundment – Sale at auction.

At the time named in such notice, if such animal or animals are not prior thereto claimed and redeemed as prescribed in SMC 6.12.060, the city marshal or poundmaster shall sell such animal or animals at public auction to the highest bidder for cash and shall immediately pay the proceeds of such sale to the city clerk/treasurer and give a receipt thereto to the purchaser. (Ord. 27 § 8, 1908)

6.12.080 Impoundment – Owner to receive proceeds if claimed within one year.

If the owner or owners of any such animal or animals sold under the provisions of this chapter make satisfactory proof of ownership any time within one year from the date of such sale, he or they will be entitled to receive the net proceeds of such sale so paid into the city treasury, after deducting all legal charges, costs and expenses. (Ord. 27 § 9, 1908)

6.12.090 Impoundment – Poundmaster’s duties – City marshal’s duties.

A. It shall be the duty of the poundmaster or other person in charge of said pound, to securely keep said pound and properly care for all animals that may be delivered into his custody until the same shall be released or sold as provided in SMC 6.12.070.

B. Upon receipt of any animal he shall forthwith report to the city marshal the name of the person delivering the same to him the day and hour of its receipt and a description to a reasonable certainty of the animal or animals and the name of the owner or owners if known; he shall also report to the city marshal the release of all animals coming under his charge, showing the name of the owner to whom delivered, together with the amount realized with such release.

C. The city marshal shall keep a correct record of all matters above described in this section and the same shall be preserved as one of the records of his office and be open to public inspection. (Ord. 27 § 10, 1908)

6.12.100 Impoundment – Fees.

The fee to be charged for the taking up and impounding of any animal and for the care and keeping of such of each animal and the manner and time of payment thereof shall be established by resolution of the city council from time to time as such council deems proper. (Ord. 441, 1983; Ord. 27 § 11, 1908)

6.12.120 Hindering impoundment unlawful – Penalty.

If any person willfully prevents or hinders, or attempts to prevent or hinder, the impounding of any animal running at large in said city, or otherwise violating the provisions of this chapter, or by force removes or attempts to remove any animal from the public pound without the authority of the poundmaster, or other person in charge of said pound, or aids in any attempt to remove any animal or animals from said pound, such persons shall be in violation of this chapter, which shall constitute an infraction or criminal offense. The penalties for said violations are set forth in SMC 6.12.130. (Ord. 471, 1985; Ord. 27 § 13, 1908)

6.12.130 Violation – Penalty.

Failure to perform any act required or the performance of any act prohibited by this article is designated as an infraction for the first and second offense and as a criminal offense for each violation thereafter. The penalties for said violations are as follows:

A. First offense, \$25.00;

B. Second offense, \$50.00;

C. Third offense and each additional offense, \$100.00 per offense and/or imprisonment for a period not to exceed three days;

D. Criminal offense bail, \$100.00 per offense. (Ord. 471, 1985; Ord. 294 § 14, 1968)

Chapter 6.16 FOWL RUNNING AT LARGE

Sections:

- 6.16.010 Prohibited.
- 6.16.020 Impoundment – Requirements.
- 6.16.030 Impoundment – Fee.
- 6.16.040 Impoundment – Sale and notice procedure.
- 6.16.050 Violation – Penalty.

6.16.010 Prohibited.

No chicken, duck, goose or other domestic fowl, except pigeons, shall be allowed to run at large, or be herded, upon any unenclosed lands, public or private, within the limits of said city, or upon any street, avenue, alley or other public place in said city. (Ord. 77 § 1, 1915)

6.16.020 Impoundment – Requirements.

Any fowl described in this chapter found running at large in violation of its provisions may be taken up by any person and delivered to the city marshal, poundmaster or any police officer; and it shall be the duty of such officers to receive any fowl so taken up, and to take up any such fowl found in violation of this chapter and to impound the same. (Ord. 77 § 2, 1915)

6.16.030 Impoundment – Fee.

A. The fee to be charged to taking up and impounding any domestic fowl shall be as set forth in SMC 6.16.050.

B. In addition to such fee there shall be charged \$4.50 per day for the care and feeding of each fowl impounded, to be paid as aforesaid. (Ord. 471, 1985; Ord. 77 § 3, 1915)

6.16.040 Impoundment – Sale and notice procedure.

All procedure relative to notice and selling of impounded fowls shall be as provided in Chapter 6.12 SMC for notice and sale of impounded animals unless otherwise specially provided in this chapter. (Ord. 77 § 4, 1915)

6.16.050 Violation – Penalty.

Failure to perform any act required or the performance of any act prohibited by this article is designated as an infraction for the first and second offense and as a criminal offense for each violation thereafter. The penalties for said violations are as follows:

- A. First offense, \$25.00;
- B. Second offense, \$50.00;
- C. Third offense and each additional offense, \$100.00 per offense and/or imprisonment for a period not to exceed three days;
- D. Criminal offense bail, \$100.00 per offense. (Ord. 471, 1985; Ord. 77 § 5, 1915)

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1

DATE: March 13, 2014

SUBJECT: Worklist for Community Service Officer

CONTACT PERSON: Victoria Forte, Community Service Officer
Robert Martin, Community Development Director

ISSUE:
Transmitting Monthly Report.

STAFF RECOMMENDATION:
Receive Report, no action required.

BACKGROUND:
Current Worklist for the Community Service Officer.

ATTACHMENT

Attachment A: Code Enforcement Worklist

Project lead	Start Date	Case #	Property Address	Owner Name	Diapedered building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds on Property/Street	Over-Grown Trees and Shrubs	Vehicle Obstruction(s) ROW	Accumulation of Rubbish / Trash	No permits/Business License	Illegal building structure	ADU's/ Inhabited trailer coaches	most recent			Final
														1st	2nd	3rd	
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	
	4.16.2013	13-321	Cemetery Road	Swezey										5.7.2013	5.14.2013		
	8.6.2013	13-360	Steen Park	Green										8.6.2013	9.6.2013	10.15.2013	
	8.12.2013	13-361	311 4th street	pending repo	X									8.20.2013			see 13-408
	6.20.2013	13-364	208 Skywall Drive	Beuhler										9.10.2013			1.7.2014
	9.3.2013	13-366	913 Fir Ave	Fed National Mortgage										9.30.2013	10.21.2013	1.7.2014	
	9.30.2013	13-363	Ixtapa building	AGM inc										10.4.2013	11.12.2013	11.20.2013	
	9.30.2013	13-364	33818 SR2	Estate Motors Inc										9.27.2013	10.21.2013	1.7.2014	
	9.30.2013	13-365	Marcus Street duplex	Jessup										11.19.2013			
	11.19.2013	13-403	912 1st Street	Rogers/pending repo										11.19.2013			1.7.2014
	12.16.2013	13-404	516 Stevens Ave	Turner										12.17.2013			
	12.16.2013	13-407	716 Main Street	Moats													
	12.16.2013	13-408	311 4th Street	foreclosure	X									12.31.2013			1.6.2013
	1.1.2014	14-400	107 Birch	Forrest										1.7.2014			1.13.2014
	1.7.2014	14-401	401 8th Street	rental mngmt co.										1.7.2014			
	1.7.2014	14-402	106 6th Street	Jerden										1.7.2014			
	1.13.2014	14-403	719 Junction Lane	PennyMac Corp										2.18.2014			
	1.27.2014	14-404	207 Date Ave	Wiediger										2.25.2014			
	1.27.2014	14-405	208 Date Ave	Wiediger										2.25.2014			
mngmt	1.27.2014	14-406	Skywall Dir/ROMAC	Residents										1.26.2014			
mngmt	1.27.2014	14-407	Barmon Lumber/ROMAC	Barmon										1.26.2014			

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-2
DATE: March 13, 2014
SUBJECT: Planning Board Minutes
CONTACT PERSON: Robert Martin, Community Development Director

ISSUE:
Transmitting Planning Board Minutes from February 4, 2014 meeting.

STAFF RECOMMENDATION:
Receive Report, no action required.

ATTACHMENT A: Planning Board Minutes of February 4, 2014

SULTAN PLANNING BOARD MINUTES
February 4, 2014

PLANNING BOARD MEMBERS PRESENT:

Lucy Hitchcock
Gloria Reedy
Geoffrey Evans
Sean Gossett

Janet Peterson Absent

STAFF PRESENT:

Ken Walker, City Administrator
Robert Martin, Director

CALL TO ORDER:

Call to Order at 7:04 p.m.

CHANGES TO THE AGENDA:

PUBLIC COMMENTS:

Mr. Frank Linth spoke to the Board about the passing of Mr. Bob Knuckey, recently a member of the Board. Mr. Linth passed along some comments that Mr. Knuckey shared with him while in the hospital. He said that Mr. Knuckey spoke with fondness concerning his time on the Board and appreciated his relationships with Board members and city staff. It was clear to Mr. Linth that Mr. Knuckey's time on the Board was very meaningful to him and Mr. Knuckey wanted his appreciation passed on to the Board.

Mr. Walker thanked Mr. Linth for his comments. He also called the Board's attention to a public involvement opportunity. The City is organizing a public meeting for businesses to provide input on the Sign Code (SMC Title 22) regulations concerning "A-Board" signs in downtown and on US-2. It will be held at the Visitor's Center. Individual invitations to the meeting will be delivered to all downtown businesses.

PLANNING BOARD MEMBER COMMENTS:

Ms. Hitchcock: Expressed concern over the Recreation Impact Fee Chapter of the Draft Zoning Code (Chapter 18.114) addressed at the January 14 meeting. She feels that payment of fees alone will not meet the need for parks throughout the community, particularly in the upper basin area. She is still in favor of requiring land exactions as well as impact fee payments.

APPROVAL OF MINUTES:

Ms. Reedy moved adoption of the January 14, 2014 minutes.
Ms. Hitchcock moved second.
Ms. Reedy and Ms. Hitchcock aye.
Mr. Evans and Mr. Gossett abstain due to absence.

PUBLIC HEARING AND ACTION ITEMS:

A-1: Set Public Hearing: Production / Processing of Marijuana, Ordinance Implementing State Statutes

Planning Board Comments:

Mr. Evans doesn't agree with excluding medical marijuana dispensaries from the proposed code.

Mr. Walker explained that the State is combining medical and recreational marijuana into a single process to avoid as much confusion and overlap as possible. Medical patients will be acquiring their scripted supplies through the recreational "502" outlets. Sultan is not one of the cities that is designated or eligible for the retail outlet component of the law. Sultan can only permit production and processing of marijuana products according to the current implementation of State law. The proposed code is implementing all that is authorized by law for Sultan.

The Board asked additional detail questions that were answered by Mr. Walker and Mr. Martin.

Mr. Gossett moved to set the public hearing for the regular meeting of March 4, 2012.

Mr. Evans seconded.

All Ayes.

Additional Action:

Ms. Hitchcock raised the concern that review of the draft Zoning Code will take longer than one meeting, and proposed that a second meeting, possibly a dedicated workshop meeting would be needed to stay on schedule.

The Board and staff agreed and set February 25th at 7:00 pm. for a workshop meeting.

(Note: Due to other schedule items, this workshop meeting has subsequently been moved to Tuesday, February 18th at 7:00 pm.)

DISCUSSION AND STUDY ITEMS:

D-1: Zoning Code Development: Review the Planning Board Draft of the new Title 18, Zoning Code

The Board began review of the draft code page-by-page. Staff noted many detail level edits that will be incorporated into the public hearing draft.

Mr. Evans noted a question at 18.12.030 B. 1. concerning the size of exempt accessory structures. The stated 20 square-foot exemption was changed to 50 square-foot exemption as previously determined by the Board during review of Chapter 18.12.

Review was completed through Chapter 18.138. The Board will start review at Chapter 18.140 at the workshop meeting.

There was some difficulty with copying of Chapter 18.140 through 18.154. Staff will reproduce and distribute this section of the draft code.

PLANNING BOARD MEMBER COMMENTS:

The Board appreciated Mr. Gossett's attendance and wished him well, encouraging his membership on the Board.

ADJOURNMENT:

Mr. Evans moved to adjourn

Ms. Reedy seconded

All Ayes.

Adjourned at 9:40

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: March 13, 2014
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director *jk*

SUMMARY:

Attached are the minutes of the February 27, 2014 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted

CITY OF SULTAN COUNCIL MEETING – February 27, 2014

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

CHANGES/ADDITIONS TO THE AGENDA:

Action: Remove Item 4 - RH2 Contract Amendment

PRESENTATIONS:**John Lovick, County Executive – State of the County Address**

John Lovick, Snohomish County Executive was sworn into office on June 3, 2013, by a unanimous vote of the Snohomish County Council. John Lovick presented the "State of The County Address" to the City Councilmembers and members of the public.

He is very proud to have partnered with City on the Law Enforcement contract during his tenure as Sheriff. Snohomish County is the best county in the world (he has lived here for 40 years) and has had some great leaders – especially the elected officials.

He has met with community leaders and County employees to celebrate the successes and map the future of the county. The employees have helped make a difference. His message speaks to the hopes of the community. There was a large downturn in the economy and the recovery has been slow.

The focus will be on safe schools, safe roads and jobs. The County just finished a fight to save thousands of jobs within the aerospace industry. Boeing has committed to build the 777 wing in Everett, which will create many jobs. The County needs to look beyond aerospace jobs and he has hired a Director of Economic Development to work with the communities to define other opportunities and expand job opportunities. Grow Washington is the type of business the County needs to help grow. They are starting a farmers market in Everett on Grand avenue, working on an adequate transportation network and working with the youth and seniors in the County. They are working with elementary schools to build sidewalks for the kids - \$500,000 per year for the program. Mental illness also needs to be dealt with, as the mentally ill should not be in jail. They need help and want to show the County cares.

They can make a difference together and he is looking forward to working with the communities and he is honored and humbled to be Snohomish County Executive.

Council: Thanks for attending the meeting. It is the first time a County Executive has come out to address the city. As the County leader, he needs to work with the city and address the needs for all.

Business Spotlight – Sultan Pharmacy

The issue before the Council is to recognize Sultan Pharmacy as the City of Sultan's Business Spotlight for February 2014. Sultan Pharmacy is located at 505 West Stevens Avenue, Sultan, WA and Greg Hovander is the owner and sole proprietor.

Greg moved his business from Monroe, called Monroe Valley View Clinical Pharmacists to Sultan in 1995 when the Medical Clinic opened and occupied space at the clinic. When the Medical Clinic expanded its business in 1998, the building across the parking lot at 505 West Stevens Avenue became available and Greg moved Sultan Pharmacy to its current location.

Besides being a licensed pharmacist, Greg is educated in naturopathy and compounding (the custom mixing of medication for various routes of administration of unique health objectives). He also prepared and taught Pharmacognosy for naturopathic physicians at Bastyr University in Seattle and provides experiential training for Doctor of Pharmacy Students from the University of Washington School of Pharmacy. As a Natural Counselor, Greg educates his customers on the most helpful, effective and safe use of supplements in conjunction with prescription and non-prescription medicine. He helps his customers obtain the most effective products at the most affordable price. Sultan Pharmacy carries a full line of the highest quality natural supplements.

CITY OF SULTAN COUNCIL MEETING – February 27, 2014

Sultan Pharmacy: Greg lives with his wife Barbara just outside Sultan along the Sultan River on the Reiner Road. His passion is the study and love of wild foods, especially wild mushrooms. He is an honorary member of the Snohomish County Mycological Society. Greg is active in local churches, a member of the Fern Bluff Grange, past president and board member of the East County Senior Center. He believes in shopping locally and supports many of the local businesses in Sultan.

Mayor Eslick presented a certificate to Sultan Pharmacy.

Greg: Thanks for spotlighting the business and him. He works with each individual to determine their health needs and does health consultations with patients.

Volunteer Spotlight – Senior Center

To recognize the many community volunteers who created and now diligently run the Sky Valley Senior Citizens Center. The Sultan Senior Citizen Center is located at 617 1st Street in the Big A Frame on the Volunteers of America's property.

In 2009, a small group of people began meeting in each other's homes and began plans to open a Senior Citizen Center in Sultan. Bonita Aadland was one of the founding members along with Carolyn Eslick, Doreen Hrabovsky and Dave Wood. The Sultan Sky Valley Senior Center began meeting at the Volunteers of America's Resource Center 2 days per week. They grew quickly and were invited to expand into the Big A Frame on the same Volunteers of America's campus. Marlene Carlson worked closely with Bonita to keep the center up and running. After 1 ½ years of operation they were able to expand the program to 4 days per week.

The Sky Valley Senior Citizen Center has a lot to offer to the seniors in Sultan and the Sky Valley. They serve lunch with a full salad bar, play bingo, cards and board games. They offer card making classes and seasonal activities, and they have a Pancake Breakfast the first Saturday of every month. "People really like to come in to socialize for a while", commented Bonita Aadland. The Fire Department visits the center twice each month to check blood sugar, blood pressure, etc. There are approximately 100 members with between 25 – 60 people coming daily. Mayor Eslick presented a certificate to the Senior Center.

COMMENTS FROM THE PUBLIC:

Debbie Copple: The Chamber is accepting nominations for the Shindig grand marshal and logging marshal. Lip Sync is set for May 16th, Chamber auction is April 19th, and Volunteer appreciation dinner is April 17th. They are building a Sky Valley parade float and are looking for ideas and help. The Sky Valley Royalty will be riding on the float. They are looking for someone to chair the kids parade and to work on the car show committee.

Kay George: The bridge grant is necessary. Originally, the City got grant for engineering and it was to pay all the costs but was short and the utility funds are paying the balance. The utility portion is not charged by the hour but by the pound. If the City does not get the bridge build, the utility will have paid for engineering again on a non-completed project. The Auditor says the funds must benefit and there is no benefit without the bridge being built.

Judy Heydrick: Submitted written comments about law enforcement and growth.

COUNCILMEMBER COMMENTS

Beeler: The Public Works report showed 50 meters installed and should be done this year – nice to see project being completed as it will be good for the city as the new meters are more accurate. He was here when the sewer plant plan was put on the shelf after the City spent one million dollars. He wants to see the bridge project done.

CITY OF SULTAN COUNCIL MEETING – February 27, 2014

Davenport-Smith: According to Kirk Pearson's aide, no local projects will be funded by the state this year but the City still needs to keep trying for funds anyway.

Seehuus: Thanks for coming. He went to Olympia this week to meet with representatives and heard funding would not be available but they will continue to try for funds.

McCarty: Has attended the meeting with State representatives and there are other groups lobbying for schools and roads. City officials need to meet to put together a strategy for Sultan.

Ken Walker: On March 4th the Planning Board will hold a public hearing on I-502. The City will continue to meet with State representatives to let them know about our problems. The Sultan bridge project is used as an example in Olympia and they are hoping to get funding. The Statute committee is working on moving Sultan John as part of the bridge project. They are looking for public input on the location and restoration of the statute.

Mayor Eslick: Arlene Gibson with Healing Horses is moving the cabins from the VOA site. Briefly discussed the break ins at her home. She did everything wrong and it started by not locking her car. At the Block Watch meeting of the 38 people that attended, 13 had been burglarized. She talked with John Lovick on how to protect the community.

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

- 1) Police Report
- 2) Public Works Report
- 3) Animal Control
- 4) Grants – Annual Report (Verbal)

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

- 1) Approval of the February 13, 2014 Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$154,110.23 and payroll through February 14, 2014 in the amount of \$90,043.76 to be drawn and paid on the proper accounts.
- 3) Adoption of Resolution 14-02 - Participation in State Investment Pool

ACTION ITEMS:**6th Street Waterline – Final Project Acceptance**

The issue before the City Council is final acceptance of the 6th Street water line project completed by Ponderosa Pacific, Inc.

The council awarded the base bid and authorized the Mayor to sign a contract with Ponderosa Pacific for an amount not to exceed \$76,000.00 (which included a ten percent contingency) to construct the 6th Street water line project on August 22, 2013. Ponderosa's contract was for \$68,966.43. Council subsequently authorized the Mayor to sign Contract Addendum No. 1 to increase the contract amount to an amount not to exceed \$69,742.55 on February 13, 2014 to reflect the actual length of water pipe installed.

The total cost of the project is the sum of the bid advertising (\$667.76), professional services provided by The Blueline Group for design (\$16,200.00), and the water line project provided by Ponderosa Pacific, Inc (\$69,742.55). The total cost expenditure is \$86,610.31.

The City received a Community Development Block Grant in the amount of \$80,617.00 to fund this project. The Council authorized the budget shortfall to be paid out of the Water Capital Fund at the August 22, 2013 council meeting.

On a motion by Councilmember Walker, seconded by Councilmember Davenport-Smith, the City accepted the 6th Street water line project as completed by Ponderosa Pacific Inc. All ayes.

CITY OF SULTAN COUNCIL MEETING – February 27, 2014**Pedestrian Bridge Grant Application to WSDOT**

The issue before the Council is to authorize the Mayor to sign the necessary documents to submit a grant application requesting approximately \$3,530,080 to fund construction of the US 2 Pedestrian/Bicycle Bridge crossing the Sultan River.

The City of Sultan has secured \$100,000 from the Washington State Legislature to partially fund the planning and design phase of the Pedestrian/Bicycle Bridge crossing the Sultan River. The City submitted a grant application to Snohomish County Infrastructure Coordinating Committee (ICC) for a Surface Transportation Program (STP) Grant requesting \$417,229 to go towards funding the final phase of Planning and Design of the Pedestrian/Bicycle Bridge. That grant was funded. In 2013, The City of Sultan approved funding \$138,329 needed for design of the sanitary sewer and water transmission lines that will be hung beneath the bridge. With that design element, the planning and design for the bridge is fully funded.

The WSDOT Pedestrian and Bicycle Grant Application is due on May 9, 2014. City staff recommends submitting the grant application to the WSDOT Pedestrian and Bicycle Program to fund construction of the bridge in the amount of \$3,530,080.

On a motion by Councilmember Seehuus, seconded by Councilmember Beeler, staff was directed to apply for a WSDOT Pedestrian and Bicycle Grant Program in the amount of \$3,530,080 to fund construction of the US 2 Pedestrian/Bicycle Bridge and authorize the Mayor to sign all necessary documents.

Resolution 14-03 – 2014 Fee Schedule Amendment (Impact Fees)

The issue before the Council is the adoption of Resolution 14-03 amending the 2014 City of Sultan Fee Schedule that sets fees charged by the City for the various services provided to citizens and community. The amendment would decrease the amount charged for traffic impact fees from \$5,272 to \$4,350 per vehicle trip hour and set the administrative fee at \$35.

The City of Sultan 2014 Fee Schedule lists the amount assessed for Traffic Impact Fees a \$5,272.00 per peak hour trip. This amount is within the range set out in the 2011 Comprehensive Plan, Transportation Element. The administrative is listed at \$35 or 1% of fee whichever is greater. There is no additional cost to track impact fees collected from a single residential unit or large commercial project. Staff recommends a fee of \$35 per unit.

At the February 13, 2014, the Council recommended lowering the traffic impact fee to \$4,350. The decision was based on the request to revise the City of Sultan Urban Growth boundaries which will eliminate proposed transportation projects. The Transportation Element of the Comprehensive Plan will be reviewed as part of the 2015 update.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Beeler, the Resolution 14-03 amending the 2014 City of Sultan Fee Schedule was adopted. All ayes.

PUBLIC COMMENTS

Kay George: The dollar amount in Resolution 13-03 needs to be corrected.

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

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: March 13, 2014
SUBJECT: Voucher Approval - 2014
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$47,657.44 and payroll through February 28, 2014 in the amount of \$70,645.14 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$118,302.58

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
March 13, 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 #29056-57	\$ 3,533.38
Direct Deposit #5	\$ 26,122.87
Benefits Check #29059-61,63-64	\$ 29,128.48
Tax Deposit #PR 5	\$ 11,860.41
Accounts Payable Checks #29062,65-94	\$ 38,101.58
ACH Transactions - DOR	\$ \$9,555.86
 TOTAL	 \$ 118,302.58

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: 3/5/2014 - 3:55 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
29062	03/13/2014	agsupply	AG Supply Co	651.84	0
29065	03/13/2014	AllWaste	Allied Waste Services	11,920.61	0
29066	03/13/2014	APP	Associated Petroleum Products Inc	760.89	0
29067	03/13/2014	awcben	AWC Employee Benefit Trust	513.24	0
29068	03/13/2014	bony	Bank of New York	469.18	0
29069	03/13/2014	DOH	Department of Health	748.37	0
29070	03/13/2014	DORBL	Department of Revenue	46.14	0
29071	03/13/2014	elite	Elite Lock & Safe	47.83	0
29072	03/13/2014	eylander	Eylanders Sales & Service Inc	1,056.90	0
29073	03/13/2014	Frontier	Frontier	300.79	0
29074	03/13/2014	galls	Galls	150.98	0
29075	03/13/2014	JHarris	John Harris	250.00	0
29076	03/13/2014	howe2	Howe Two Productions LLC	950.00	0
29077	03/13/2014	napa	Monroe Parts House	233.87	0
29078	03/13/2014	NWCas	Northwest Cascade Inc	298.95	0
29079	03/13/2014	OfcDepot	Office Depot	1,114.06	0
29080	03/13/2014	Pest	Pesticide Education	85.00	0
29081	03/13/2014	PitneyCr	Pitney Bowes Inc	196.79	0
29082	03/13/2014	PUD 1	PUD	2,647.74	0
29083	03/13/2014	PUD 1	PUD	806.75	0
29084	03/13/2014	RH2	RH2 Engineering, Inc.	4,807.92	0
29085	03/13/2014	SnoPlan	Snohomish County Planning and Deve	1,260.00	0
29086	03/13/2014	shrm	Society for Human Resource Mgmt	170.00	0
29087	03/13/2014	soundT	Sound Tractor Co	312.17	0
29088	03/13/2014	atrua	Aimee Lou Trua	1,700.00	0
29089	03/13/2014	BluBook	USA Blue Book	2,051.13	0
29090	03/13/2014	VerizonW	Verizon Wireless	514.26	0
29091	03/13/2014	wagley	Wagley Creek Automotive, Inc	280.40	0
29092	03/13/2014	WFOA	Washington Finance Officers Associat	150.00	0
29093	03/13/2014	wlj	White Lightning Janitorial	660.00	0
29094	03/13/2014	wyatt	Wyatt Electric Inc.	2,945.77	0

Check Total: 38,101.58

ACH Check Register

User: 'julie.addington'
 Printed: 03/04/2014 - 2:10PM
 Batch: 1-3-2014
 Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
03/07/2014	0	001	Laura Koenig	1,925.96
03/07/2014	0	004	Donna Murphy	1,341.83
03/07/2014	0	005	Robert Martin	1,707.29
03/07/2014	0	007	Julie Addington	1,422.25
03/07/2014	0	010	Cindy Donk	1,523.20
03/07/2014	0	011	Janice Mann	1,127.02
03/07/2014	0	013	Rosemary Murphy	1,200.74
03/07/2014	0	015	Kenneth Walker	2,154.67
03/07/2014	0	019	Michael Matheson	2,695.56
03/07/2014	0	020	Connie Dunn	1,935.19
03/07/2014	0	025	John Harris	1,983.35
03/07/2014	0	028	Todd Strom	1,650.22
03/07/2014	0	049	Victoria Forte	602.08
03/07/2014	0	072	Carolyn Eslick	461.75
03/07/2014	0	120	Matthew Wood	1,370.97
03/07/2014	0	121	Jason Strauss	1,788.73
03/07/2014	0	122	Steven Martin	1,232.06
Total Employees:			17	Total: 26,122.87

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 3/5/2014 - 10:41 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
29059	03/05/2014	Retire	Department of Retirement	2,600.00	0
29060	03/05/2014	Retire	Department of Retirement	6,006.41	0
29061	03/05/2014	WATeam Fr	Washington Teamsters Welfare Trust	1,744.80	0
29063	03/05/2014	AWCben	AWC Employee Benefit Trust	24.00	0
29064	03/05/2014	AWCben	AWC Employee Benefit Trust	18,753.27	0
Check Total:				29,128.48	

Check No	Check Date	Employee Information	Amount
29056	03/07/2014	029 James Barns	1,375.78
29057	03/07/2014	024 Michael Williams	2,157.60
Total Number of Employees: 2			Total for Payroll Check Run: 3,533.38

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
29058	03/05/2014	UTILITY WATER FUND	Communication	USPS	225.48
29058	03/05/2014	UTILITY SEWER FUND	Communication	USPS	225.49
29058	03/05/2014	UTILITY GARBAGE FUND	Communication	USPS	225.48
29058	03/05/2014	STORMWATER UTILITY FUND	Communication	USPS	75.16
29059	03/05/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.50
29059	03/05/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	7.50
29059	03/05/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	58.25
29059	03/05/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	44.00
29059	03/05/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	19.49
29059	03/05/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	21.26
29059	03/05/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	1,044.50
29059	03/05/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	97.51
29059	03/05/2014	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	4.01
29059	03/05/2014	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	26.50
29059	03/05/2014	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	354.49
29059	03/05/2014	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	547.00
29059	03/05/2014	GENERAL FUND	Deferred Comp Payable	Department of Retirement	121.49
29059	03/05/2014	STREET FUND	Deferred Comp Payable	Department of Retirement	26.51
29059	03/05/2014	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	120.74
29059	03/05/2014	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	105.25
29060	03/05/2014	GENERAL FUND	PERS Payable	Department of Retirement	71.21
29060	03/05/2014	GENERAL FUND	PERS Payable	Department of Retirement	38.66
29060	03/05/2014	GENERAL FUND	PERS Payable	Department of Retirement	438.00
29060	03/05/2014	GENERAL FUND	PERS Payable	Department of Retirement	121.84
29060	03/05/2014	STREET FUND	PERS Payable	Department of Retirement	19.30
29060	03/05/2014	CEMETERY FUND	PERS Payable	Department of Retirement	24.53
29060	03/05/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	556.87
29060	03/05/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	472.93
29060	03/05/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	278.36
29060	03/05/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	141.32
29060	03/05/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	819.99
29060	03/05/2014	GENERAL FUND	PERS Payable	Department of Retirement	228.01
29060	03/05/2014	STREET FUND	PERS Payable	Department of Retirement	36.16
29060	03/05/2014	CEMETERY FUND	PERS Payable	Department of Retirement	45.93
29060	03/05/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	1,042.40
29060	03/05/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	885.28
29060	03/05/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	521.13
29060	03/05/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	264.49
29060	03/05/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	

29061	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	36.35
29061	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	36.35
29061	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	221.76
29061	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	72.66
29061	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	23.97
29061	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	7.27
29061	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	475.46
29061	03/05/2014	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	399.83
29061	03/05/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	357.72
29061	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	113.43
29062	03/13/2014	STREET FUND	Office/Operating Supplies	AG Supply Co	50.99
29062	03/13/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	96.60
29062	03/13/2014	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	11.04
29062	03/13/2014	STREET FUND	Office/Operating Supplies	AG Supply Co	14.09
29062	03/13/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	82.03
29062	03/13/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	83.58
29062	03/13/2014	STREET FUND	Office/Operating Supplies	AG Supply Co	135.48
29062	03/13/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	40.17
29062	03/13/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	137.86
29063	03/05/2014	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
29063	03/05/2014	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.88
29063	03/05/2014	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.04
29063	03/05/2014	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.64
29063	03/05/2014	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.64
29063	03/05/2014	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
29063	03/05/2014	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.88
29063	03/05/2014	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.04
29063	03/05/2014	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.64
29063	03/05/2014	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.64
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	55.77
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.65
29064	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.88
29064	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.25
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	31.22
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	25.74
29064	03/05/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.13
29064	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.34
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	29.56
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	11.43
29064	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.78
29064	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.82
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	189.16

29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	104.06
29064	03/05/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	69.38
29064	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	39.13
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	50.32
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.07
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.07
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	1.07
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	55.78
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.67
29064	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.87
29064	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.23
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	31.22
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	25.73
29064	03/05/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.13
29064	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.35
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	29.60
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	11.41
29064	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.76
29064	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.83
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	189.16
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	104.05
29064	03/05/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	69.35
29064	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	39.16
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	850.26
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	366.29
29064	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	137.15
29064	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	31.61
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4,248.56
29064	03/05/2014	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2,682.02
29064	03/05/2014	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	2,015.85
29064	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	916.41
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	50.32
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.07
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.07
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	1.07
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,584.22
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	447.71
29064	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	27.46
29064	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	118.11
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,015.24
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	802.36
29064	03/05/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	389.11

29064	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	407.26
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,261.46
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	26.85
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	26.85
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	26.83
29064	03/05/2014	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.32
29064	03/05/2014	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.11
29064	03/05/2014	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.56
29064	03/05/2014	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.61
29064	03/05/2014	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.30
29064	03/05/2014	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	10.93
29064	03/05/2014	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	8.56
29064	03/05/2014	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.61
29065	03/13/2014	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Allied Waste Services	11,920.61
29066	03/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	455.01
29066	03/13/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	55.55
29066	03/13/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	209.24
29066	03/13/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	13.70
29066	03/13/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	13.69
29066	03/13/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	13.70
29067	03/13/2014	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	513.24
29068	03/13/2014	WATER REVENUE BOND FUND	Professional Services	Bank of New York	299.18
29068	03/13/2014	LID GUARANTY AND BOND FUND	Professional Services	Bank of New York	170.00
29069	03/13/2014	UTILITY WATER FUND	Miscellaneous	Department of Health	748.37
29070	03/13/2014	GENERAL FUND	Bank Fees	Department of Revenue	46.14
29071	03/13/2014	BUILDING MAINTENANCE FUND	Operating Supply	Elite Lock & Safe	-47.83
29072	03/13/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	-401.82
29072	03/13/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	655.08
29073	03/13/2014	GENERAL FUND	Communication	Frontier	10.73
29073	03/13/2014	STREET FUND	Communication	Frontier	10.72
29073	03/13/2014	UTILITY WATER FUND	Communication	Frontier	10.73
29073	03/13/2014	UTILITY SEWER FUND	Communication	Frontier	10.72
29073	03/13/2014	UTILITY GARBAGE FUND	Communication	Frontier	10.73
29073	03/13/2014	GENERAL FUND	Communication	Frontier	15.19
29073	03/13/2014	STREET FUND	Communication	Frontier	15.19
29073	03/13/2014	UTILITY WATER FUND	Communication	Frontier	15.20
29073	03/13/2014	UTILITY SEWER FUND	Communication	Frontier	15.19
29073	03/13/2014	UTILITY GARBAGE FUND	Communication	Frontier	15.19
29073	03/13/2014	GENERAL FUND	Communication	Frontier	12.88
29073	03/13/2014	STREET FUND	Communication	Frontier	12.88
29073	03/13/2014	UTILITY WATER FUND	Communication	Frontier	12.89
29073	03/13/2014	UTILITY SEWER FUND	Communication	Frontier	12.88

29073	03/13/2014	UTILITY GARBAGE FUND	Communication	Frontier	12.88
29073	03/13/2014	UTILITY WATER FUND	Communication	Frontier	106.79
29074	03/13/2014	STREET FUND	Uniforms	Galls	30.20
29074	03/13/2014	UTILITY WATER FUND	Uniforms	Galls	30.20
29074	03/13/2014	UTILITY SEWER FUND	Uniforms	Galls	30.20
29074	03/13/2014	UTILITY GARBAGE FUND	Uniforms	Galls	30.20
29074	03/13/2014	STORMWATER UTILITY FUND	Uniforms	Galls	30.18
29075	03/13/2014	UTILITY SEWER FUND	Uniforms	John Harris	250.00
29076	03/13/2014	BUILDING MAINTENANCE FUND	Capital - Buildings	Howe Two Productions LLC	950.00
29077	03/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	0.55
29077	03/13/2014	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	20.00
29077	03/13/2014	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	33.75
29077	03/13/2014	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	115.91
29077	03/13/2014	UTILITY WATER FUND	Operating Supply	Monroe Parts House	9.46
29077	03/13/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	5.57
29077	03/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	5.57
29077	03/13/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	5.58
29077	03/13/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	37.48
29078	03/13/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	185.50
29078	03/13/2014	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	113.45
29079	03/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	0.65
29079	03/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	0.65
29079	03/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	0.65
29079	03/13/2014	STREET FUND	Office Supplies	Office Depot	0.65
29079	03/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	2.60
29079	03/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	125.93
29079	03/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	125.93
29079	03/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	125.93
29079	03/13/2014	STREET FUND	Office Supplies	Office Depot	125.93
29079	03/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	503.71
29079	03/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	3.69
29079	03/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	3.69
29079	03/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	3.69
29079	03/13/2014	STREET FUND	Office Supplies	Office Depot	3.70
29079	03/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	14.76
29079	03/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	5.43
29079	03/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	5.43
29079	03/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	5.43
29079	03/13/2014	STREET FUND	Office Supplies	Office Depot	5.43
29079	03/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	21.71
29079	03/13/2014	UTILITY WATER FUND	Office Supplies	Office Depot	3.56
29079	03/13/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	3.56

29079	03/13/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	3.56
29079	03/13/2014	STREET FUND	Office Supplies	Office Depot	3.56
29079	03/13/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	14.23
29080	03/13/2014	GENERAL FUND	Travel and Seminars	Pesticide Education	42.50
29080	03/13/2014	STREET FUND	Travel and Seminars	Pesticide Education	42.50
29081	03/13/2014	GENERAL FUND	Communication	Pitney Bowes Inc	47.23
29081	03/13/2014	STREET FUND	Communication	Pitney Bowes Inc	24.60
29081	03/13/2014	UTILITY WATER FUND	Communication	Pitney Bowes Inc	33.45
29081	03/13/2014	UTILITY SEWER FUND	Communication	Pitney Bowes Inc	33.46
29081	03/13/2014	UTILITY GARBAGE FUND	Communication	Pitney Bowes Inc	33.45
29081	03/13/2014	GENERAL FUND	Communication	Pitney Bowes Inc	24.60
29082	03/13/2014	STREET FUND	Utilities	PUD	2,647.74
29083	03/13/2014	INSURANCE CLAIMS FUND	Capital Outlay	PUD	806.75
29084	03/13/2014	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	4,807.92
29085	03/13/2014	GENERAL FUND	SnoCity Plan/Building Service	Snohomish Cty Planning/Development Services	1,260.00
29086	03/13/2014	GENERAL FUND	Organization Dues	Society for Human Resource Mgmt	170.00
29087	03/13/2014	GENERAL FUND	Vehicle Repair	Sound Tractor Co	156.00
29087	03/13/2014	STREET FUND	Vehicle Repair	Sound Tractor Co	156.17
29088	03/13/2014	GENERAL FUND	Professional Services - Prosec	Aimee Lou Trua	1,700.00
29089	03/13/2014	UTILITY WATER FUND	Operating Supply	USA Blue Book	51.50
29089	03/13/2014	UTILITY WATER FUND	Operating Supply	USA Blue Book	1,999.63
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	36.97
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	54.93
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	36.97
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	54.93
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	36.97
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	36.97
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	10.99

29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	4.49
29090	03/13/2014	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	54.93
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	10.98
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	10.99
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	7.39
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	7.40
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.39
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	7.40
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	7.39
29090	03/13/2014	UTILITY WATER FUND	Communication	Verizon Wireless	-20.00
29090	03/13/2014	UTILITY SEWER FUND	Communication	Verizon Wireless	-20.00
29090	03/13/2014	UTILITY GARBAGE FUND	Communication	Verizon Wireless	-20.00
29090	03/13/2014	STREET FUND	Communication	Verizon Wireless	-20.00
29090	03/13/2014	GENERAL FUND	Communication	Verizon Wireless	-20.00
29091	03/13/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Verizon Wireless	280.40
29092	03/13/2014	GENERAL FUND	Travel and Seminars	Verizon Wireless	50.00
29092	03/13/2014	GENERAL FUND	Travel and Seminars	Verizon Wireless	100.00
29093	03/13/2014	GENERAL FUND	Professional Services	Verizon Wireless	540.00
29093	03/13/2014	UTILITY SEWER FUND	Repair and Maintenance	Verizon Wireless	120.00
29094	03/13/2014	INSURANCE CLAIMS FUND	Professional Services	Verizon Wireless	2,945.77

67,981.67

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-1
DATE: March 13, 2014
SUBJECT: RH2 Engineering Services Contract Amendment
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director 

ISSUE:

Authorize the Mayor to sign Contract Addendum No. 4 (Attachment A) with RH2 Engineering, Inc., (RH2) to:

- Extend the duration of the engineering services agreement from May 1, 2014 to May 1, 2015.
- Increase the contract amount from \$50,000 to an amount not to exceed \$60,000

ALTERNATIVES:

1. Authorize the Mayor to sign Addendum No. 4 with RH2 to extend the duration of the on-call engineering service agreement from May 1, 2014 to May 1, 2015, and increase the contract amount from \$50,000 to an amount not to exceed \$60,000.
2. Do not authorize the mayor to sign Addendum No. 4 with RH2 for on-call engineering services. Direct staff to areas of concern.

A decision not to authorize the mayor to sign Addendum No. 4 will have an immediate effect on the City's ability to meet customer needs.

STAFF RECOMMENDATION:

Authorize the Mayor to sign Addendum No. 4 with RH2 to extend the duration of the on-call engineering service agreement from May 1, 2014 to May 1, 2015, and increase the contract amount from \$50,000 to an amount not to exceed \$60,000.

SUMMARY:

RH2 was retained by the City in December 2009 to prepare the 2010 Water System Plan and 2010 General Sewer Plan. This work has been completed. As part of this work effort, RH2 created a software model of the city's water and sewer systems.

The city council subsequently approved a separate engineering services contract with RH2 on April 28, 2011 (Attachment B) to provide water and sewer analysis on an on-call basis for an amount not to exceed \$10,000. RH2 was determined by staff to be the most highly qualified firm to assist the City in determining concurrency for development projects and to handle other water and sewer engineering services as the need arose.

The city council subsequently authorized the Mayor to sign Addendum No. 1 on July 28, 2011 to increase the budget for the one-year on call services contract with RH2 not to exceed \$20,000 (primarily to cover the Arndt Family Trust determination of concurrency).

The city council then authorized the Mayor to sign Addendum No. 2 on April 12, 2012 to extend the duration of the engineering services agreement from May 1, 2012 to May 1, 2014, and increase the contract amount from \$20,000 to \$30,000. The primary reason for the budget increase was to perform work necessary to confirm the revised setpoints for Pressure Reducing Valve (PRV) #3 to increase the available fire flow in the area south of US 2.

Council next authorized the Mayor to sign Addendum No. 3 for a specific study. During field flow and pressure tests that were performed on July 17, 2012, as part of the PRV#3 improvements, discrepancies between the flow measure at fire hydrants and the rated flow rate of the pumps in the 632 Zone Booster Pumps Station (BPS) were discovered. Addendum No. 3 increased the budget from \$30,000 to \$50,000 to complete this study. This work has been completed.

The existing contract with RH2 expires on May 1, 2014, and the authorized budget has been exhausted. Staff is proposing to increase the budget by \$10,000, and extend the contract duration an additional year to continue to have some flexibility to achieve the city's on-call service for water and sewer system modeling needs in a timely manner, especially as development activity is increasing.

FISCAL IMPACT:

The majority of projects completed as a result of this contract addendum will have no fiscal impact to the City as they are associated with new development and are developer funded. City related water and sewer projects completed using this contract addendum will generally either be urgent, or of limited scope.

RECOMMENDED ACTION:

Authorize the Mayor to sign Addendum No. 4 with RH2 to extend the duration of the engineering service agreement from May, 2014 to May 1, 2015, and increase the contract amount from \$50,000 to an amount not to exceed \$60,000.

ATTACHMENTS:

- A – Addendum No. 4 to the On-Call Services contract with RH2
- B – Addendum No. 3 to the On-Call Services contract with RH2
- C – Addendum No. 2 to the On-Call Services contract with RH2
- D – Addendum No. 1 to the On-Call Services contract with RH2
- E – RH2 On-Call Engineering Services Contract dated May 1, 2011

**ADDENDUM NO. 4
BY AND BETWEEN THE CITY OF SULTAN AND RH2**

THIS FOURTH ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and RH2 (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, the City authorized the Mayor to sign a one year on-call contract with RH2 not to exceed \$10,000 at the April 28, 2011 council meeting for on-call services for water and sewer analysis; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 1 with RH2 to increase the contract amount not to exceed \$20,000 for water and sewer analysis at the July 28, 2011 council meeting; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 2 with RH2 to increase the contract amount not to exceed \$30,000, and to extend the duration of the agreement from May 1, 2012 to May 1, 2014 at the April 12, 2012 council meeting; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 3 with RH2 to increase the contract amount not to exceed \$50,000, at the February 14, 2013 council meeting; and

WHEREAS, the contract maximum needs to be raised to not exceed \$60,000 and the duration of the agreement needs to be extended to May 1, 2015 to allow for future work, and,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2A of the Agreement. Section 2A of the Agreement is hereby revised to provide in its entirety as follows:

The City shall pay Service Provider at the hourly rate set forth in Attachment A but not more than a total of sixty thousand dollars (\$60,000) for the services described in the Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Effect of Addendum. This Fourth Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Fourth Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Fourth Addendum did not exist. Except as otherwise provided

herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

ATTACHMENT B

ADDENDUM NO. 3 BY AND BETWEEN THE CITY OF SULTAN AND RH2

THIS THIRD ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and RH2 (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, the City authorized the Mayor to sign a one year on-call contract with RH2 not to exceed \$10,000 at the April 28, 2011 council meeting for on-call services for water and sewer analysis; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 1 with RH2 to increase the contract amount not to exceed \$20,000 for water and sewer analysis at the July 28, 2011 council meeting; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 2 with RH2 to increase the contract amount not to exceed \$30,000, and to extend the duration of the agreement from May 1, 2012 to May 1, 2014 at the April 12, 2012 council meeting; and

WHEREAS, the contract maximum needs to be raised to not exceed \$40,000 and the duration of the agreement needs to be extended to May 1, 2015 to allow for future work, and,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2A of the Agreement. Section 2A of the Agreement is hereby revised to provide in its entirety as follows:

The City shall pay Service Provider at the hourly rate set forth in Attachment B but not more than a total of forty thousand dollars (\$40,000) for the services described in the Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Effect of Addendum. This Third Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Third Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Third Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

**ADDENDUM NO. 2
BY AND BETWEEN
THE CITY OF SULTAN AND RH2**

THIS SECOND ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and RH2 (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, the City authorized the Mayor to sign a one year on-call contract with RH2 not to exceed \$10,000 for water and sewer analysis at the April 28, 2011 council meeting for on-call services for water and sewer analysis; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 1 with RH2 to raise the contract amount not to exceed \$20,000 for water and sewer analysis at the July 28, 2011 council meeting; and

WHEREAS, the City has determined that RH2 is the most highly qualified firm to provide water and sewer analysis to the City on an on-call basis; and

WHEREAS, the contract maximum needs to be raised to not exceed \$30,000 to allow for future work; **NOW THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2A of the Agreement. Section 2A of the Agreement is hereby revised to provide in its entirety as follows:

The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of thirty thousand dollars (\$30,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Amendment of Section 5 of the Agreement. Section 5 of the Agreement is hereby revised to provide in its entirety as follows:

Service Provider shall complete the work described in Attachment A on or before May 1, 2014.

Section 3. Effect of Addendum. This Second Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Second Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Second Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

APPROVED AS TO FORM:

By: _____
City Attorney

**ADDENDUM NO. 1
BY AND BETWEEN
THE CITY OF SULTAN AND RH2**

THIS FIRST ADDENDUM is made by and between the City of Sultan (hereinafter referred to as “City”), a Washington Municipal corporation, and RH2 (hereinafter referred to as “Service Provider”) collectively the “Parties”.

WHEREAS, on May 1, 2011, the Parties entered into that certain Agreement for on-call services for water and sewer analysis (“Agreement”).

WHEREAS, the City authorized the Mayor to sign a one year on-call contract with RH2 not to exceed \$10,000 for water and sewer analysis at the April 28, 2011 council meeting.

WHEREAS, the City desires to have RH2 available for additional work as needed; and

WHEREAS, the contract maximum needs to be raised to not exceed \$20,000 to allow for future work; **NOW THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2A of the Agreement. Section 2A of the Agreement is hereby revised to provide in its entirety as follows:

The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of twenty thousand dollars (\$20,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Effect of Addendum. This First Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this First Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this First Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND

THIS AGREEMENT, is made this first day of May, 2011, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and RH2 (hereinafter referred to as "Service Provider"), doing business at 12110 NE 195th Street, Suite 100, Bothell WA 98011.

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

WHEREAS, the City desires to contract with Service Provider for the provision of on-call services for water and sewer analysis and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of ten thousand dollars (\$10,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. **Project Name.** On-call services for water and sewer analysis
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before May 1, 2012.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability,

discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
- F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

CITY OF SULTAN

By: Carolyn Eslick
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: Tom V. Parsi
Title: Vice President
Taxpayer ID #: 91-1108443

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Karla Kasick
12100 NE 195th Street, Suite 100
Bethel, WA 98011
Phone: 425 951-5458
Fax: 425-

ATTEST/AUTHENTICATED

By: [Signature]
City Clerk

APPROVED AS TO FORM

By: [Signature]
Office of the City Attorney

Exhibit A
Scope of Work
City of Sultan
Developer Extension Reviews

RH2 Engineering, Inc., (RH2) agrees to provide engineering services as necessary to support the City of Sultan's (City) reviews of proposed private developer extensions to the City's water and sewer systems. Such work shall include water and sewer hydraulic analyses and other services not expressly identified here but directly related to the work. The period of this agreement is from April 30, 2011, through May 1, 2012.

Task 1 – Water System Modeling

Objective: Perform water system hydraulic modeling to determine fire flow availability.

Approach:

1. Review proposed developer provided water system improvement plans, required fire flow requirements and related information provided by the City.
2. Update the City's water system hydraulic model to reflect proposed improvements.
3. Perform steady state hydraulic modeling to determine fire flow availability, pressures and velocities within the City's water system under peak hour and peak day demands.
4. If proposed improvements and existing system are determined to be inadequate to provide required fire flow, develop alternatives illustrating improvement that would provide adequate flow.
5. Verify ERU capacity of the system and update ERU tracking.
6. Prepare a letter, sealed and signed by a professional engineer, providing the results of the analysis and any development requirements.
7. If proposed development and related water system improvements are constructed, update the water system base map to include the proposed development.

Provided by the City:

1. Scope and details regarding the proposed development from the applicant. Information is to include but is not limited to: system connection points, configurations, diameters and materials of proposed mains, locations of valves and fire hydrants, and plan showing the number of lots and land uses.

RH2 Deliverables:

1. Professional engineer stamped letter regarding analysis results.

Task 2 – Sewer System Modeling

Objective: Perform sewer system hydraulic modeling to determine sewer capacity available.

Approach:

1. Review proposed developer-provided sewer system improvement plans provided by the City.
2. Update the City's sewer system hydraulic model to reflect proposed improvements.
3. Perform steady state hydraulic modeling to determine sewer capacity within the City's sewer system under peak hour and peak day conditions.
4. If proposed improvements and existing system are determined inadequate, develop alternatives illustrating improvement that would be adequate.
5. Verify ERU capacity of the system and update ERU tracking.
6. Prepare a letter, sealed and signed by a professional engineer, providing the results of the analysis and any development requirements.
7. If the proposed development and related sewer system improvements are constructed, update the sewer system base map to include the proposed development.

Provided by the City:

1. Scope and details regarding the proposed development from the applicant. Information is to include but is not limited to: system connection points, configurations, diameters and materials of proposed mains, locations of manholes, plan showing the number of lots and land uses.

RH2 Deliverables:

1. Professional engineer stamped letter regarding analysis results.

Task 3 – Miscellaneous Tasks

Objective: Perform other tasks, as requested by the City, directly related to the nature of the work described above.

RH2 Deliverables:

1. As requested.

EXHIBIT B
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

**2011 HOURLY
RATES**

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Professional	IX \$194.00	Technician	IV \$124.00
Professional	VIII \$194.00	Technician	III \$116.00
Professional	VII \$186.00	Technician	II \$86.00
		Technician	I \$81.00
Professional	VI \$173.00	Administrative	V \$115.00
Professional	V \$164.00	Administrative	IV \$96.00
Professional	IV \$154.00	Administrative	III \$82.00
Professional	III \$144.00	Administrative	II \$66.00
Professional	II \$134.00	Administrative	I \$56.00
Professional	I \$122.00		

EXHIBIT B
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge		2.5% of Direct Labor
			Mileage		Current IRS Rate

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2
DATE: March 13, 2014
SUBJECT: WHPacific On-Call Engineering Services Contract Amendment
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director 
ISSUE:

Authorize the Mayor to sign Contract Addendum No. 7 (Attachment H) with WHPacific to:

- Increase the contract amount from \$240,845 to an amount not to exceed \$250,845.

ALTERNATIVES:

1. Authorize the Mayor to sign Addendum No. 7 with WHPacific (WHP) to increase the contract amount from \$240,285 to an amount not to exceed \$250,285.
2. Do not authorize the Mayor to sign Addendum No. 7 with WHP for on-call engineering services. Direct staff to areas of concern.

STAFF RECOMMENDATION:

Authorize the Mayor to sign Addendum No. 7 with WHPacific (WHP) to increase the contract amount from \$240,845 to an amount not to exceed \$250,845.

The purpose of the contract amendment is to ensure adequate expenditure authority to provide survey support for the installation of a fourth emergency siren north of the City limits on Trout Farm Road, and continued on-call engineering and survey support on an as-needed basis until June 1, 2014 when the current contract expires.

SUMMARY:

The city council originally approved an on-call engineering services contract with WHP on May 27, 2010 (Attachment A). The city council subsequently authorized the Mayor to sign Addendum No. 1 to extend the contract duration to expire June 1, 2012 at the June 30, 2011 council meeting, but not to increase the contract amount (Attachment B).

The original contract amount was set not to exceed \$50,000.00. The amount expended by WHP and their subconsultants through December 2011 was \$40,425.00. A summary of projects and funds expended during this timeframe are outlined below:

2010-2011 Projects	Cost
Evacuation Trail Repair	\$18,778
Wisteria Culvert Repair	\$4,405
Lake 16 Dam Investigation	\$5,887
Marcus Street Right-of-Way Survey	\$8,286
Denali Inspection Services	\$994
North Park Survey	\$1,056
Swanson Property Drainage Easement Legal Description	\$1,020
Sub-Total	\$40,425

Council authorized the Mayor to sign Contract Addendum No. 2 (Attachment C) with WHPacific at the December 8, 2011 council meeting to extend the duration of the on-call engineering services agreement from June 1, 2012 to June 1, 2013, and to increase the contract amount from \$50,000 to an amount not to exceed \$150,125.

The purpose of Contract Addendum No. 2 was to ensure adequate expenditure authority and time to continue the Timber Ridge analysis and to complete the Wagley Creek at Dyer Road Culvert Replacement design.

Council subsequently authorized the Mayor to sign Contract Amendment No. 3 (Attachment D) to increase the contract amount from \$150,125 to an amount not to exceed \$223,765 on June 28, 2012 to provide additional funds for Timber Ridge.

Council authorized the Mayor to sign Contract Amendment No. 4 allowing WHP to retain the services of ARC Architects as a subconsultant to complete a report regarding the Sultan Museum consisting of both a code analysis and interpretations to the existing conditions as well as a structural investigation to the attic space. The cost of this report was not to exceed \$3,540.00.

On November 8, 2012, Council authorized the Mayor to sign Contract Amendment No. 5 for WHP to design a traffic control plan required by the Washington State Department of Transportation for the installation of the monuments to be located at the roundabout at Rice Road. The cost of this plan was not to exceed \$3,910.

Council authorized the Mayor to sign Contract Amendment No. 6 to assist the City with the development of a geologically hazardous areas draft code to allow continued development in Timber Ridge. The draft code is now under review by Kenyon Disend, and will be forwarded to the corporation that has purchased all of the lots in the development that aren't currently occupied by a home, for their review. Contract Amendment No. 6 was not to exceed \$9,630.

Amendment No. 7 is necessary to ensure adequate expenditure authority to provide survey support for the installation of a fourth emergency siren north of the City limits on Trout Farm Road (not to exceed \$1,990), and continued on-call engineering and survey support on an as-needed basis until June 1, 2014 when the current contract expires.

FISCAL IMPACT:

Addendum No 7 increases the contract amount from \$240,845 to an amount not to exceed \$250,845.00. The survey support for the installation of a fourth siren north of the City limits on Trout Farm Road will not exceed \$1,990. This work effort will be funded out of the Community Improvement Fund. This fund received a \$250,000 payment from the Snohomish County Public Utility District as part of their Federal Energy Regulatory Commission (FERC) relicensing effort to mitigate hazards created by the construction of Culmback Dam.

Any dollars spent above the \$1,990 for the siren survey support will be paid by the fund receiving the benefit (e.g. a stormwater project would be funded through the Stormwater Utility).

RECOMMENDED ACTION:

Authorize the Mayor to sign Addendum No. 7 with WHPacific (WHP) to increase the contract amount from \$240,845.00 to an amount not to exceed \$250,845.

ATTACHMENTS:

- A – WHP On-Call Engineering Services Contract May 27, 2010
- B – Addendum No. 1 with WHP
- C – Addendum No. 2 with WHP
- D – Addendum No. 3 with WHP
- E – Addendum No. 4 with WHP
- F – Addendum No. 5 with WHP
- G – Addendum No. 6 with WHP
- H – Addendum No. 7 with WHP

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
WHPacific, Inc.**

THIS AGREEMENT, is made this 27th day of May, 2010, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and WHPacific, Inc., (hereinafter referred to as "Service Provider"), doing business at 12100 NE 195th, Suite 300, Bothell, WA 98011

WHEREAS, Service Provider is in the business of providing certain services specified herein; and included in the City of Sultan Capital Improvement Plan.

WHEREAS, the City desires to contract with Service Provider for the provision of such services for water, sewer, and street projects, and the Service Provider agrees to contract with the City for same;

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

TERMS

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

2. **Payment.**

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of Fifty Thousand dollars (\$50,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.
- B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
- C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

2. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees,

representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

Services provided by the WHPacific under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions

4. **Project Name.** On Call engineering Services
5. **Duration of Work** May 27, 2010 to June 1, 2011
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
 - D. Service Provider may terminate this Agreement upon giving City seven business days prior written notice for any of the following reasons:
 1. Breach by City of any material term of this Agreement, including but not limited to the payment terms;
 2. Changes in the material conditions under which the Agreement was entered into coupled with a failure of the parties to negotiate an accord regarding the fees, changes, schedules relating to those changes.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** To the fullest extent permitted by law, The Service Provider shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from damages and losses including reasonable attorney fees, to the extent arising out of the negligent performance of this Agreement to the extent that the Service Provider is responsible for such

damages and losses on a comparative basis of fault with the City. The Service Provider is not obligated to indemnify City for City's own negligence or intentionally wrongful conduct.

Notwithstanding anything herein to the contrary, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Service Provider or City, their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of profits and loss of use."

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

9. **Insurance.** The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.
 - A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
- F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations in effect during the duration of this Agreement that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service

Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. Ownership of Products and Premises Security.

- A. The City acknowledges that the documents created by the Service Provider are expressions of the Service Provider's intellectual property and, therefore, instruments of service. Nevertheless, the final documents shall become property of the City upon completion of the Work and payment in full of all undisputed monies due and owing to the Service Provider. Authorship shall remain with the Service Provider.
- B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

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

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

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

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

18. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY PROJECT MANAGER

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

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

2010 Standard Fee Schedule

A. Personnel Services -- hourly rates

Principal-In-Charge	\$200
Sr. Project Manager.....	\$190
Sr. Specialist.....	\$170
Project Manager	\$160
Professional IV	\$135
Professional III.....	\$120
Professional II.....	\$105
Professional I.....	\$95
Construction Inspector	\$110
Designer II.....	\$115
Designer I	\$100
Drafter III.....	\$88

Drafter II.....	\$80
Drafter I.....	\$70
Party Chief II (T5).....	\$115
Party Chief I (T4).....	\$103
Survey Technician II (T3).....	\$81
Survey Technician I (T2).....	\$69
Project Coordinator II	\$80
Project Coordinator I.....	\$65
Three-Person Survey Crew	\$215
Two-Person Survey Crew	\$155
One-Person Survey Crew.....	\$100

NOTE: Overtime will be billed at 1.50 times.

B. Other Direct Costs

Subconsultants.....	Cost plus 10% handling fee
Outside Materials, Supplies, Reprographics, etc.	Cost plus 5% handling fee
Travel and Subsistence.....	Cost
Mileage (standard vehicle).....	\$0.50 per mile
Survey vehicle mileage	\$0.50 per mile
GPS equipment.....	\$100 per day per receiver
In-house color copies.....	\$1.50 per copy
In-house plotting costs.....	\$3.00 per plot

**ADDENDUM No 1
BY AND BETWEEN THE CITY OF SULTAN AND
WHPACIFIC**

THIS FIRST ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and WHPacific, Inc., (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on May 27, 2010, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of on-call engineering services; and

WHEREAS, the Service Provider has satisfactorily performed on-call engineering services at the city's request; and

WHEREAS, the City desires to extend the duration of the contract from June 1, 2011 to June 1, 2012; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 5 of the Agreement. Section 5 of the Agreement is hereby revised to provide in its entirety as follows:

5. Duration of Work June 1, 2011 to June 1, 2012

Section 2. Effect of Addendum. This First Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this First Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this First Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20____.

CITY OF SULTAN:

By: _____
City Manager

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

**ADDENDUM No 2
BY AND BETWEEN THE CITY OF SULTAN AND
WHPACIFIC**

THIS SECOND ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and WHPacific, Inc., (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on May 27, 2010, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of on-call engineering services; and

WHEREAS, the Service Provider has satisfactorily performed on-call engineering services at the city's request; and

WHEREAS, the City desires to increase the contract amount from \$50,000 to an amount not to exceed \$150,125; and

WHEREAS, the City desires to extend the duration of the contract from June 1, 2012 to June 1, 2013; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Sections 2 and 5 of the Agreement. Sections 2 and 5 of the Agreement are hereby revised to provide in its entirety as follows:

2. Payment.

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of One Hundred Fifty Thousand and One Hundred Twenty Five dollars (\$150,125) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

5. Duration of Work June 1, 2011 to June 1, 2013

Section 2. Effect of Addendum. This Second Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Second Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Second Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed
this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
City Manager

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

**ADDENDUM No 3
BY AND BETWEEN THE CITY OF SULTAN AND
WHPACIFIC**

THIS THIRD ADDENDUM is made by and between the City of Sultan (hereinafter referred to as “City”), a Washington Municipal corporation, and WHPacific, Inc., (hereinafter referred to as “Service Provider”) collectively the “Parties”.

WHEREAS, on May 27, 2010, the Parties entered into that certain Agreement for Services (“Agreement”) for the provision of on-call engineering services; and

WHEREAS, the Service Provider has satisfactorily performed on-call engineering services at the city’s request; and

WHEREAS, the City desires to increase the contract amount from \$150,125 to an amount not to exceed \$223,765; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment.

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of Two Hundred Twenty Three thousand seven hundred sixty five dollars (\$223,765) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Effect of Addendum. This Third Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Third Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Third Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed
this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
City Manager

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

**ADDENDUM No 4
BY AND BETWEEN THE CITY OF SULTAN AND
WHPACIFIC**

THIS FOURTH ADDENDUM is made by and between the City of Sultan (hereinafter referred to as “City”), a Washington Municipal corporation, and WHPacific, Inc., (hereinafter referred to as “Service Provider”) collectively the “Parties”.

WHEREAS, on May 27, 2010, the Parties entered into that certain Agreement for Services (“Agreement”) for the provision of on-call engineering services; and

WHEREAS, the Service Provider has satisfactorily performed on-call engineering services at the city’s request; and

WHEREAS, the City desires to increase the contract amount from \$223,765 to an amount not to exceed \$227,305; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment.

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of Two Hundred Twenty Seven thousand three hundred five dollars (\$227,305) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Effect of Addendum. This Fourth Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Third Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Fourth Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed
this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
City Manager

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

**ADDENDUM No 5
BY AND BETWEEN THE CITY OF SULTAN AND
WHPACIFIC**

THIS FIFTH ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and WHPacific, Inc., (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on May 27, 2010, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of on-call engineering services; and

WHEREAS, the Service Provider has satisfactorily performed on-call engineering services at the city's request; and

WHEREAS, the City desires to increase the contract amount from \$227,305 to an amount not to exceed \$231,215; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment.

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of Two Hundred Thirty One thousand two hundred fifteen dollars (\$231,215) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

Section 2. Effect of Addendum. This Fifth Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Third Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Fifth Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed
this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
City Manager

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

**ADDENDUM No 6
BY AND BETWEEN THE CITY OF SULTAN AND
WHPACIFIC**

THIS SIXTH ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and WHPacific, Inc., (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on May 27, 2010, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of on-call engineering services; and

WHEREAS, the Service Provider has satisfactorily performed on-call engineering services at the city's request; and

WHEREAS, the City desires to increase the contract amount from \$231,215 to an amount not to exceed \$240,845; and

WHEREAS, the City desires to extend the duration of the contract from June 1, 2013 to June 1, 2014; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Sections 2 and 5 of the Agreement. Sections 2 and 5 of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment.

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of Two Hundred Forty thousand eight hundred forty five dollars (\$240,845) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

5. Duration of Work May 27, 2010 to June 1, 2014.

Section 2. Effect of Addendum. This Sixth Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Sixth Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Sixth Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed
this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
City Manager

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

**ADDENDUM No 7
BY AND BETWEEN THE CITY OF SULTAN AND
WHPACIFIC**

THIS SEVENTH ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and WHPacific, Inc., (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on May 27, 2010, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of on-call engineering services; and

WHEREAS, the Service Provider has satisfactorily performed on-call engineering services at the city's request; and

WHEREAS, the City desires to increase the contract amount from \$240,845 to an amount not to exceed \$250,845; and

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Sections 2 and 5 of the Agreement. Sections 2 and 5 of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment.

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of Two Hundred Fifty thousand eight hundred forty five dollars (\$250,845) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

5. Duration of Work May 27, 2010 to June 1, 2014.

Section 2. Effect of Addendum. This Seventh Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Seventh Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Seventh Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed
this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
City Manager

ATTEST/AUTHENTICATED:

By: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

APPROVED AS TO FORM:

By: _____
Office of the City Attorney