

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
March 14, 2013**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS None

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

1. Police Report
2. Code Enforcement
3. Planning Board Minutes

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

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

ACTION ITEMS:

1. CPG Grant Application – Cleanup Day
2. IT Service Contract
3. Ordinance 1159-12 Steep Slopes (2nd reading)

DISCUSSION: Time Permitting

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session: None

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



Sheriff John Lovick

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

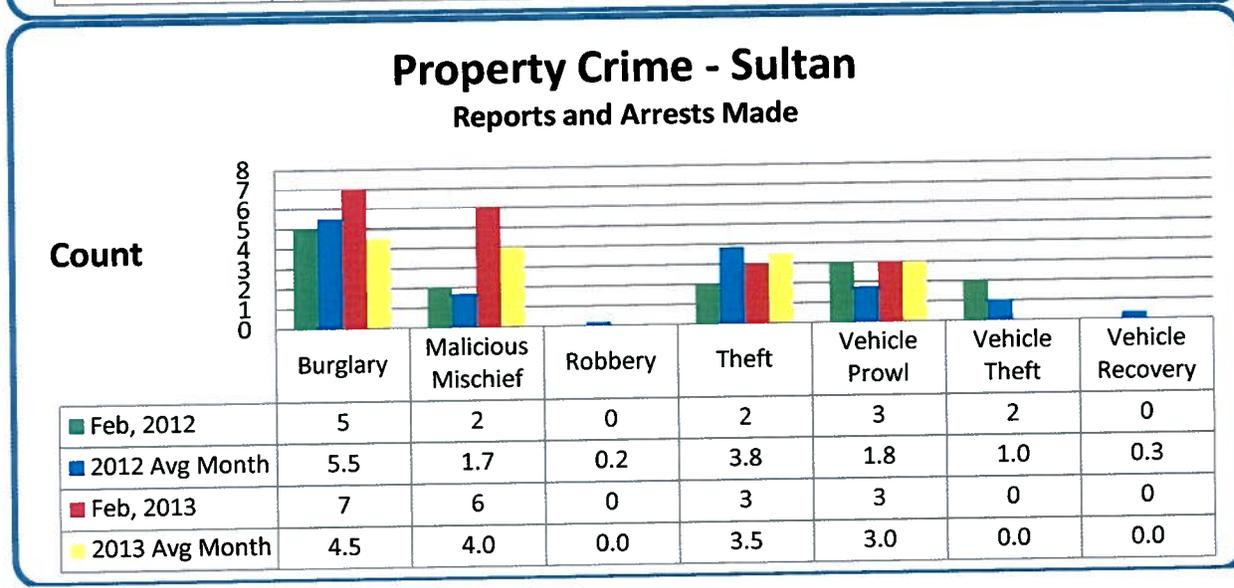
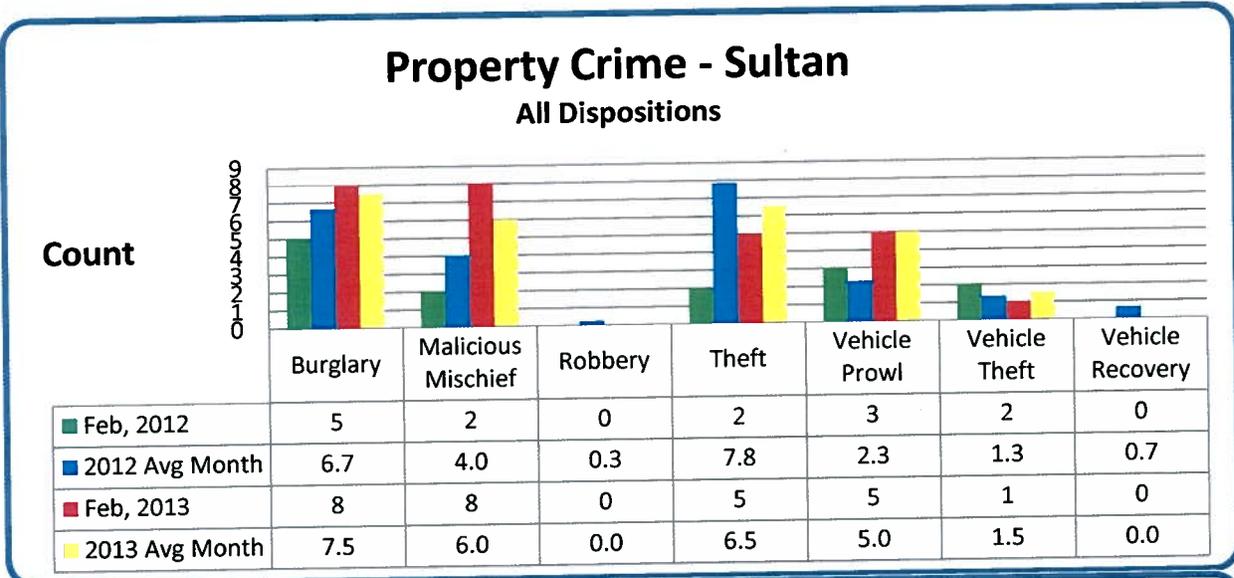


Mayor Carolyn Eslick

Notable Events of February 2013

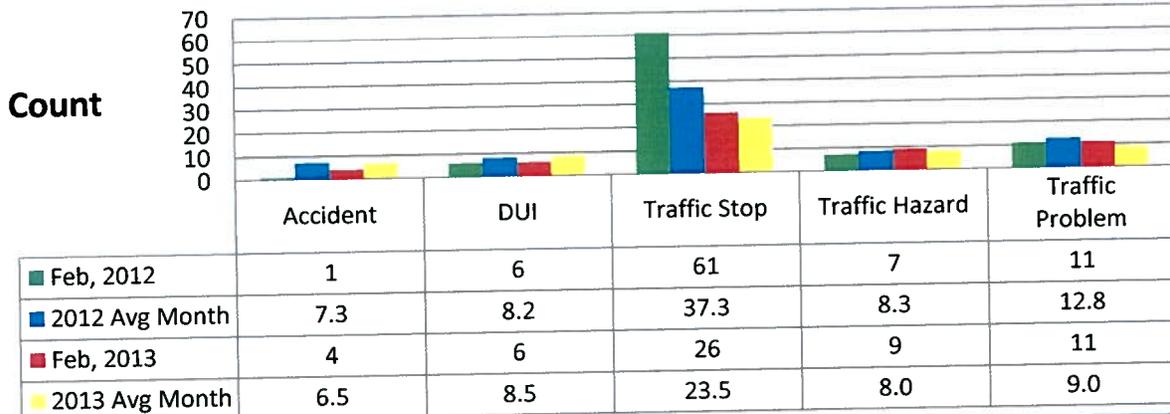
1. Two Sheriffs Office/Sultan Officers have given their notice. One is retiring and the other is moving to Montana. The testing process is under way to replace them.
2. The Post Office was the victim of a burglary.
3. Multiple business were vandalized in the downtown area by having outside lines and wires cut.
4. Verbal threats to two middle school students. Suspect arrested.

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



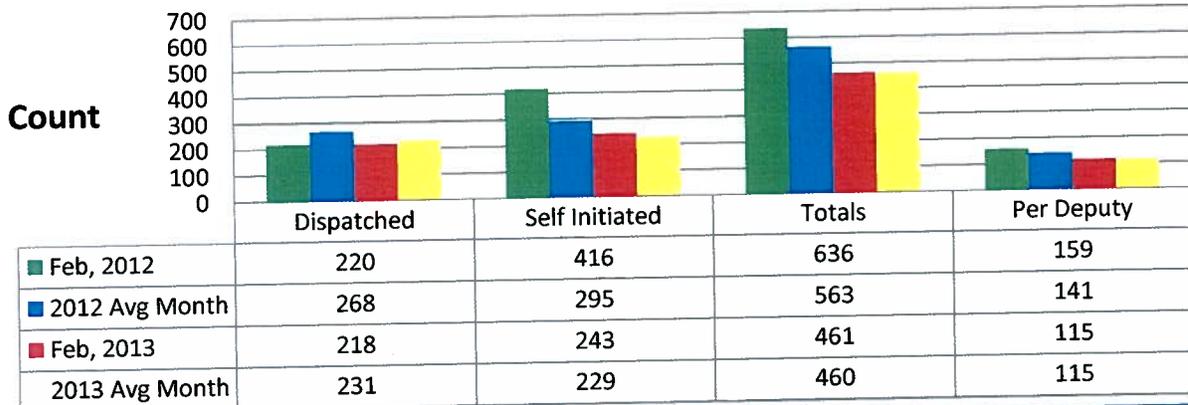
Traffic Calls - Sultan

All Dispositions



Calls By Source - Sultan

All Dispositions



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

Event Code	Feb, 2012	2012 Total	2012 Avg Month	Feb, 2013	2013 Total	2013 Avg Month
911	20	228	19.0	17	47	23.5
ABAND	4	44	3.7	2	4	2.0
AC	11	92	7.7	2	8	4.0
ACC	0	74	6.2	4	13	6.5
ACCP	1	13	1.1	0	0	0.0
ADMINU	0	7	0.6	0	2	1.0
AF	3	50	4.2	4	9	4.5
AL	10	97	8.1	5	10	5.0
ALARM	7	97	8.1	7	12	6.0
ALARMH	0	3	0.3	0	0	0.0
ALARM P	1	5	0.4	0	1	0.5

AREA	2	22	1.8	3	4	2.0
ASLT	0	39	3.3	0	1	0.5
ASLTP	0	33	2.8	0	3	1.5
ASLTW	0	9	0.8	0	0	0.0
ATL	0	0	0.0	2	2	1.0
BANG	0	28	2.3	0	1	0.5
BARCK	7	31	2.6	0	0	0.0
BURG	4	70	5.8	7	12	6.0
BURGP	1	10	0.8	1	3	1.5
CAMP	0	1	0.1	0	0	0.0
CHILD	5	31	2.6	0	0	0.0
CHILDP	0	4	0.3	0	0	0.0
CIVIL	18	98	8.2	7	15	7.5
CPS	1	10	0.8	1	2	1.0
DEATH	1	4	0.3	0	0	0.0
DETAIL	0	1	0.1	0	0	0.0
DISTP	9	192	16.0	10	19	9.5
DISTV	0	6	0.5	1	1	0.5
DUI	6	98	8.2	6	17	8.5
DVP	6	39	3.3	0	3	1.5
DVW	0	3	0.3	0	0	0.0
ESCORT	0	2	0.2	0	0	0.0
FAMILY	1	31	2.6	4	5	2.5
FLUP	88	791	65.9	51	106	53.0
FOOT	1	22	1.8	1	1	0.5
FRAUD	1	20	1.7	4	8	4.0
HARASS	5	69	5.8	7	15	7.5
IMP	0	2	0.2	0	0	0.0
INFO	25	408	34.0	32	65	32.5
JUV	6	72	6.0	7	11	5.5
LEVEL2	0	7	0.6	0	0	0.0
MAILIN	1	6	0.5	0	0	0.0
MAL	2	39	3.3	6	9	4.5
MALP	0	9	0.8	2	3	1.5
MCINV	1	2	0.2	0	0	0.0
NL	3	17	1.4	0	0	0.0
NOISE	4	66	5.5	3	6	3.0
NOP	10	85	7.1	2	16	8.0
NUIS	2	40	3.3	5	8	4.0
PA	9	110	9.2	8	12	6.0
PANIC	1	5	0.4	0	0	0.0
PAPER	3	23	1.9	3	3	1.5
PARTY	1	13	1.1	0	0	0.0
PERS	0	34	2.8	2	2	1.0

PERSP	0	2	0.2	0	0	0.0
PMISC	2	9	0.8	0	0	0.0
PROP	4	48	4.0	1	4	2.0
RADAR	21	60	5.0	6	7	3.5
ROBB	0	1	0.1	0	0	0.0
ROBP	0	2	0.2	0	0	0.0
RSO	1	50	4.2	8	8	4.0
SCHOOL	0	0	0.0	2	2	1.0
SECCK	110	995	82.9	44	98	49.0
SHOTS	3	15	1.3	0	0	0.0
SHOTSP	0	0	0.0	0	1	0.5
SPOP	0	1	0.1	1	1	0.5
SRO	31	301	25.1	40	75	37.5
SS	11	122	10.2	11	18	9.0
STAKE	3	24	2.0	1	1	0.5
SUBS	6	118	9.8	8	10	5.0
SUIC	2	12	1.0	2	5	2.5
SUICP	1	5	0.4	0	0	0.0
SUICW	0	4	0.3	0	0	0.0
SUSP	33	481	40.1	33	62	31.0
SUSPP	13	112	9.3	8	17	8.5
SWARR	0	1	0.1	0	0	0.0
T	61	447	37.3	26	47	23.5
TC	0	2	0.2	0	0	0.0
THAZ	7	100	8.3	9	16	8.0
THEFT	2	81	6.8	5	13	6.5
THEFTP	0	13	1.1	0	0	0.0
TRAIN	8	34	2.8	4	9	4.5
TRES	2	20	1.7	0	0	0.0
TRESP	0	19	1.6	2	3	1.5
TRF	11	153	12.8	11	18	9.0
VEHR	0	8	0.7	0	0	0.0
VEHT	2	14	1.2	1	3	1.5
VEHTP	0	2	0.2	0	0	0.0
VIOL	0	10	0.8	2	3	1.5
VIOLP	3	9	0.8	0	2	1.0
VPROWL	3	27	2.3	5	10	5.0
WARR	11	107	8.9	12	21	10.5
WELC	4	38	3.2	3	6	3.0
Totals	636	6759	563	461	919	460

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

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-2
DATE: March 14, 2013
SUBJECT: Code Enforcement Report
CONTACT PERSON: Victoria Forte', Community Service Officer
Robert Martin, Community Development Director

ISSUE:
Transmitting report from Victoria Forte, Community Services Officer.

STAFF RECOMMENDATION:
Receive Report, no action required.

BACKGROUND:
Code Enforcement Report

ATTACHMENT

ATTACHMENT A: Code Enforcement Report

Project Lead	Start Date	Case #	Property Address	Owner Name	Diaped building/fence	Parked cars/trailers on Property/Street	Over-Grown Weeds	Sight Obscuration by Over-Grown Trees and Shrubs	Vehicle Obstruction(s)	Accumulation of rubbish / Trash	ADU's/Inhabited trailer coaches	Other	1st	2nd	most recent	Final
Council	11.22.2011	011-CV-36	32821 Cascade View	Pearson									11.22.2011	11.28.2011		
Mayor	2.8.2012	12-407	Bakery "A" Frame Sign	Smith									2.14.2012			
Bob	3.26.2012	12-423	14006 339th St SE	Wolter									4.3.2012	10.16.2012	1.3.2013	
Bob	5.22.2012	12-448	Vacant lot Salomon Run	Nelson									5.30.2012	7.24.2012		
	7.18.2012	12-488	1200 Blk SR2 @ SBIR	Coastal									9.19.2012	11.20.2012		
	10.22.2012	12-508	808 Main Street	Gordon									5.2.2012	10.23.2012	12.18.2012	1.28.2013
Bob	10.15.2012	12-508	934 Stevens Ave	Fulcher									10.17.2012	12.5.2012		
	11.8.2012	12-515	813 Dyer Rd	Koehler									11.13.2012	11.18.2012	1.8.2013	2.15.2013
	11.13.2012	12-517	100 10th Street	Clark									11.14.2012	1.22.2013	2.4.2013	
	12.18.2012	12-522	408 Main Street	Bucio-Alvor									12.19.2012			1.3.2013
	1.15.2013	13-300	402 5th Place	Sunquist									1.22.2013			
	2.5.2013	13-301	404 11th Street	Fed National Mortgage									2.5.2013			
Bob	2.5.2013	13-302	312 Main Street	Walburn									2.25.2013			
	2.5.2013	13-302	805 Stevens	New Concepts Prop Mngmt									2.26.2013			
	2.5.2013	13-303	931 Stevens Ave	Boucher									2.12.2013			
	2.5.2013	13-304	13917 310th Ave	Miller									2.5.2013			
	2.5.2013	13-305	707 Alder Ave	Jordan									2.12.2013			
	2.25.2013	13-306	404 3rd Street	Flagstar Bank FSB									2.25.2013			
	2.25.2013	13-307	402 3rd Street	Johnston									2.25.2013			
	2.25.2013	13-308	203 Main Street	Martin									2.25.2013			
	2.26.2013	13-309	102 2nd Street	Houvenier									2.26.2013			
	2.26.2013	13-310	202 Alder Ave	Boylan									2.26.2013			
	2.26.2013	13-311	914 SR2	Lindsey's Lattes									2.26.2013			
	2.25.2013	13-312	812 Dyer Road	Giese									2.25.2013	2.26.2013		

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-3
DATE: March 14, 2013
SUBJECT: Planning Board Minutes
CONTACT PERSON: Robert Martin, Community Development Director

ISSUE:
Transmitting Planning Board Minutes from February 5, 2013 meeting.

STAFF RECOMMENDATION:
Receive Report, no action required.

ATTACHMENT A: Planning Board Minutes from February 5, 2013

ATTACHMENT A

SULTAN PLANNING BOARD MINUTES February 5, 2013

PLANNING BOARD MEMBERS PRESENT:

Frank Linth
Janet Peterson
Lucy Hitchcock
Bob Knuckey

STAFF PRESENT:

Robert Martin, Director

BOARD MEMBERS ABSENT:

Geoffrey Evans

CALL TO ORDER:

Call to Order at 7:06p.m.

CHANGES TO THE AGENDA:

Mr. Martin called attention to the Winter 2013 edition of "*The Commissioner*" that had just arrived and was delivered to the members desks.

PLANNING BOARD MEMBER COMMENTS:

Mr. Knuckey: Happy to be back after some time off for health reasons.

Ms. Hitchcock: Happy to have Mr. Knuckey back.

Mr. Linth: Wants to add item D-5, Planning Board Work Schedule, to the agenda

PUBLIC COMMENTS:

No public in attendance.

APPROVAL OF MINUTES:

Ms. Peterson corrected a sentence in the minutes of PH-1, Paragraph 2, Sentence 1, to read: "the moratorium under consideration (in) this agenda item..."

Ms. Hitchcock moved to approve minutes as amended.

Ms. Peterson seconded.

Ayes: Hitchcock, Peterson, Linth.

Abstain: Knuckey due to absence

PUBLIC HEARING AND ACTION ITEMS:

DISCUSSION AND STUDY ITEMS:

D-1: Zoning Code Revision Process; 18.02 General Provisions

Mr. Martin introduced the topic: General Provisions chapter contains various basic legal language that establishes the Title, Purpose, and other aspects of the code. This chapter varies between jurisdictions depending on how they construct their code.

The Board discussed and asked questions about the concept of the General Provisions chapter. Several editorial corrections were called to attention and noted for inclusion in the second draft of the chapter.

Discussion on legal concepts continued in relation to 18.02.095B, 18.02.100, 18.02.110, and 18.02.150. Mr. Martin indicated that these provisions will be specifically noted for review by the legal department as the review process continues.

Mr. Martin distributed disks containing the Comprehensive Plan for reference during Zoning Code development.

Mr. Linth Suggested adding a referral to the Appeals Chapter as Section 18.02.170. Mr. Martin will add this item.

This Chapter will be added to the Planning Board Draft of the code as modified.

D-2: Zoning Code Development: Chapter 18.116; Environmental Performance Standards

Mr. Martin introduced the topic. This chapter does not adopt or modify any codes or standards. It is added to the new code only for the purpose of making clear that the environmental standards such as Shoreline, Critical Areas, Stormwater Management, etc. need to be addressed as appropriate when doing development in the Zoning Code.

Mr. Knuckey commented that this is a good assist to developers. They may be first-time developers or may have previously done development before many of the current environmental standards were in place. It helps them to have a reference to these regulations.

The Board agreed and had no modifications to propose.

This Chapter will be added to the Planning Board Draft of the code.

D-3: Zoning Code Development: Chapter 18.118; Animals

Mr. Martin introduced the topic. One of the purposes of this chapter is a reference to the Animal Control standards elsewhere in the code. These standards will remain in the Animal Control chapters as they relate to vicious dogs, animals-at-large, and other non-land use issues.

The rest of the chapter addresses animal issues that are based in land use standards such as how many animals can be kept on a particular sized parcel. Staff provided a draft that is "middle-of-the-road" when compared to other city codes. Staff also provided samples of more and less restrictive ordinances for comparison.

The Board discussed the challenge of trying to understand what animal standards best represent the Sultan community's relationship to keeping of animals. The recent issue regarding peacocks exemplifies the problem. Some people will love certain animals and not others. It is a big task to understand what should be Sultan's code.

Mr. Knuckey discussed his perception of disparity between codes and the enforcement of the codes.

Mr. Linth discussed the difficulty of keeping large animals on small properties in the northwest due particularly to the wet conditions.

Ms. Peterson discussed the nature of the small farms that front the west side of First St. Many of these people have large animals and there has been little if any problem in the past.

Ms. Hitchcock said that she understood both sides of the issue. Keeping livestock, particularly small animals is a meaningful activity in many ways, but large animals can become a problem. A dog park would be good in the community. Can Community Services Officer Forte provide some guidance?

Mr. Knuckey expressed concern that the new code should not be less restrictive than the existing code. It would be helpful to get copies of the current animal provisions for comparison. That idea was affirmed by Mr. Linth.

The Board was interested in revisiting the animal provisions again at the next meeting with the opportunity to study ahead as much as possible. Looking around the community for animal issues and talking to residents were suggested for "homework" prior to the next meeting.

Staff suggested that the animal provisions of the current code could be distributed right away so that the Board need not wait until the next meeting packet is prepared. The Board affirmed that as a good course of action. Staff will distribute the materials within the week of the meeting.

D-4: Planning Short Course

Mr. Linth introduced the coming Planning Short Course. He has made contact with officials in other jurisdictions in the area and encouraged Board Members to do the same.

The Board affirmed publication of the notice for a special meeting to attend the short course as a quorum of the membership.

ED-1: Board Mission Statement

Mr. Linth introduced the topic which is to explore development of a purpose statement (mission statement) for the Board. He asked about Mr. Walker's offer to provide feedback based on the County Planning Commission's Purpose Statement. Mr. Martin indicated that Mr. Walker was taken ill earlier in the day and was not able to attend to present his comments.

Mr. Knuckey suggested that the purpose of the Board is expressed in the first sentence of the Phoenix AZ statement on Attachment A.

Mr. Linth felt that this was too brief. It needs to include a reference to the function of a bridge between the staff and the community.

The Board agreed to carry the topic over to the next meeting to review Mr. Walker's suggestions.

FUTURE ACTIONS & NEXT MEETING:

- Mr. Martin will distribute animal provisions from existing code by the end of the week.
- Animal chapter 18.118 will be brought back for discussion and action. The Board will study the issue and look around the community in the interim until the next meeting.
- Staff will include zoning code chapter work list for the first quarter of the year at the next meeting. This will allow the board to study ahead on upcoming topics.
- The mission statement topic will be brought back to the next meeting with Mr. Walker's input.

PLANNING BOARD MEMBER COMMENTS:

Ms. Hitchcock: Indicated her pleasure that the community has not experienced a flood recently.

ADJOURNMENT:

Ms. Hitchcock moved to adjourn.

Ms. Peterson seconded.

All Ayes.

Adjourned at 9:25

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: March 14, 2013
SUBJECT: Council Meeting Minutes

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

SUMMARY:

Attached are the minutes of the February 28, 2013 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted

CITY OF SULTAN COUNCIL MEETING – February 28, 2013

Mayor Pro-Tem Slawson called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: Marshall, Slawson, George, Neigel, Davenport-Smith, Blair and Beeler.

PRESENTATIONS:**Introduction of New City Staff**

Mick Matheson, Public Works Director introduced the new recently hired public works staff.

Matt Wood – Water Treatment Plant Operator

Jason Strauss – Utility Worker

Steve Martin – Utility Worker

Council welcomed the new employees to the city.

Planning Association of Washington – Recognition of Comprehensive Plan

The Planning Association of Washington (PAW) has accepted a proposal for presentation of the Sultan Comprehensive Plan at the PAW's statewide annual conference in Chelan. The PAW is holding its 50th anniversary Annual Conference in Chelan in April in Chelan. The major topic of the conference is the upcoming 2015 comprehensive plan update schedule from the State Department of Commerce.

As jurisdictions are now preparing to engage their plan updates for the new 2015 schedule, many cities are facing that schedule with no recent experience in plan update process. Sultan is one of two jurisdictions in the Puget Sound Region to have completed its Comprehensive Plan update on the original 2011 plan update schedule and is receiving considerable notice.

Sultan's 2011 Comprehensive Plan received certification from the Puget Sound Regional Council without any conditions. Because of this recent experience, Sultan is becoming important as a source for information on what is currently required in comprehensive plans, how to go through the process at the local level, and how to engage with Dept. of Commerce and other state and regional agencies to avoid appeals and remands.

Council commented on how other cities in the County are using the Sultan Comp Plan as a guide; long hours and hard work by Council and staff to complete the plan; value of the plan in reducing the population allocation; recognition of the citizens that helped with the reduction in the population allocation.

Multi Casualty Incident Drill

Staff provided an update on a planned Multi-Casualty Incident (MCI) Drill to test emergency services preparedness for large scale disasters.

Staff have practiced emergency evacuations from Sultan schools yearly and have practiced scenarios but have questions about how all of the disciplines would respond to and handle an emergency response to a major incident in Sultan. In February 2011, staff from the Sultan Community Services Committee (SCSC) conducted a "Table Top Exercise" for an MCI and learned many valuable lessons to improve the response to an MCI.

The SCSC has decided it is time to conduct a full scale MCI to practice our preparedness. A subcommittee was formed, within the SCSC and they have been planning a staged school bus crash near 1st and Alder on April 9, 2013.

CITY OF SULTAN COUNCIL MEETING – February 28, 2013

MCID: The scenario objectives include practicing and evaluating how emergency responders respond to, set up, establish unified command, set up triage, evaluate and transport victims and deal with family, friends and media during the event. While all of the involved agencies have received training in these areas and discussed “what if”, we have never practiced together for such an event, to answer the questioned posed in the objectives above.

The MCI Subcommittee proposes the area of Main Street between 3rd & 1st and 1st between Main and Birch be closed early the morning of April 9th so a school bus can be moved into place and rolled on its side. Actors will be put into the bus and will display a variety of injuries.

There will be representatives from DEM to evaluate the actions of all the emergency components. Representatives from the media will be on hand, as well as CERT and Volunteers to serve as family member actors. We have also been told other emergency service agencies and staff from the State School Superintendent’s Office has asked to observe the drill. At the conclusion of the drill, involved staff will debrief to review the pros and cons of the drill and agency responses to it.

Council commented on the weekday drill and the need to perform a drill on a weekend in the future to allow more people to observe the process; city payment for overtime for the County Deputies when multi-agency drill; student participation in the drill. Chief Beidler advised he has requested overtime cost be split between the city and county.

COMMENTS FROM THE PUBLIC:

Ray George: In regards to the lift station pumps costs, there are compensating errors on the cost estimate as the sales tax is not calculated corrected for construction and the engineering fee administrative fee is not correct. The cost is overstated by \$1,700.

COUNCILMEMBER COMMENTS

Beeler: Attended the school play with his daughter and they had a great time. US Coalition meeting the state transportation packet was discussed. The Supreme Court struck down 2/3’s majority requirement for new taxes passed by the voters. This may not good as you don’t always want a simple majority to increase taxes. Waiting to see state elected responses to the ruling.

Blair: Constructions contracts do not have typically have sales tax built into the contingency. Encourage everyone to contact the federal representatives and request them move forward with resolving the federal budget crisis.

Neigel: The survey data will be coming out soon from the state on alcohol and drug use by youth. Marijuana is still the major drug dependency issue for youth.

Davenport-Smith: Thanks for comments from Mr. George. The Sky Valley Community Coalition’s mission is to reduce the negative effects of drug and alcohol especially with the youth. They are applying for a grant and looking for community support and assistance. Would like to start work on the Civil/social host ordinance. Attended the school play with daughter and they had a great time.

George: Has heard from citizens regarding the proposal to change the population. Staff letter notes there was no opposition to the comp plan and there was a lot of opposition. Is concerned about staff promoting the plan to others. Need to consider the benefit to the public and stop blowing our horn. Glad to see the Chief is looking into cost sharing. In regards to a Street enterprise fund, no one is ready for another enterprise fund and she would like to see the city

CITY OF SULTAN COUNCIL MEETING – February 28, 2013

George: save money instead of going to citizens pockets. Spoke to Wendall Smith and he hired an attorney to show the stormwater fund was not needed and he still believes that today. We need to base what we say and do on facts. A lot of people don't think the city is great and needs to improve its reputation.

Marshall: It was stated the city is respected and looked up to by other and is a contradiction to say we don't need to show off our comp plan. If others can benefit from our struggles, why not help them? Don't want to pay more taxes but this a business and we need to move forward and if we stop projects the town will downhill in a hurry. Complaints will occur because maintenance is not done. Citizens need to realize it cost money to run a city. There are no problems with enterprise funds.

Mikayla McNaughton: Is looking forward to the MCI drill. Thanks to everyone for attending the play and supporting the school. The schools need the community support and it is appreciated.

Slawson: Snohomish County Tomorrow made a motion to pass the buildable land report to the County Council with the revised population proposal 8,190 for Sultan. Public comment is needed on Senate Bill 5805 regarding coal trains. Requested the staff look into MAP 21 which is federal funding for roads and bridges.

CITY ADMINISTATOR COMMENTS

The Sky Valley Recreation group went to Olympia to meet with the Governor's office at their request to present a revised funding proposal for the Reiter Foothills project; they requested \$650,000 for the project.

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

1. Animal Control
2. Public Works
3. Public Works Field Supervisor
4. Museum Update

CONSENT AGENDA: The items are incorporated into the consent agenda and approved by a single motion of the Council. On a motion by Councilmember Marshall, seconded by Councilmember Davenport-Smith the consent agenda was approved as presented. Marshall – aye; Slawson – aye; George – aye, nay on the vouchers; Davenport-Smith – aye, Neigel – aye; Blair – aye; Beeler - aye.

- 1) Approval of the February 14, 2013 regular Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$94,891.40 and payroll through February 15, 2013 in the amount of \$66615.12, to be drawn and paid on the proper accounts.

ACTION ITEMS:**Roundabout Monument Contract Award**

The issue before the council is to authorize the Mayor to sign a contract with Quiring Monuments, Inc. to furnish and install two monument signs in the roundabout at US 2 and Rice Road.

The City received a Tourism Grant from Snohomish County Tourism for \$10,000.00, which requires a 25% (\$2,500.00) match. The City has already fulfilled the match requirement. WHPacific prepared a traffic control plan for \$2,045. City staff and volunteers have contributed over \$2,000.00 in in-kind time so far. Additionally, City staff will provide flagging for the monument installation and the Snohomish County Deputy will provide patrol cars for safety.

CITY OF SULTAN COUNCIL MEETING – February 28, 2013

Roundabout: The City requested bids for one granite monument and one sandstone monument. After receiving and reviewing the bids, it was determined that costs needed to be reduced to afford the project. City staff, the advisory committee, and the Mayor recommended rebidding the project with two sandstone monuments.

Brief discussion on the sandstone versus granite monument and the price difference.

On a motion by Councilmember Beeler, seconded by Councilmember Neigel, the Mayor was authorized to sign a contract with Quiring Monuments, Inc. to furnish and install two sandstone monument signs in the US 2/Rice Road Roundabout with for a total not to exceed \$10,175.00 plus sales tax without written authorization by the City Council. All ayes.

Engineering Contract for Lift Station Upgrade

The issue before the council is to authorize the Mayor to sign a contract with RH2 Engineering, Inc. (RH2) to provide professional engineering services to prepare bid ready design plans and specifications for upgrades for the Main Pump Station, assist the city with bidding and construction contract award, and to provide technical support during construction.

The City Council authorized the Mayor to sign a contract with RH2 on July 12, 2012 to prepare an evaluation of the City's Main Pump Station. The 2011 General Sewer Plan and the City's 2012 adopted budget identified this work effort to improve pump station capacity and to provide recommendations for improvement.

RH2 has since prepared this study titled "City of Sultan Main Pump Station Alternatives Report" dated January 2013. RH2 worked with City staff and Sultan citizen Mr. Ray George (a licensed professional mechanical engineer) to come up with recommendations to increase pump station capacity and improve the existing structure and its components.

RH2 came up with four alternatives to upgrade the Main Pump Station as well as anticipated costs. It is important to note that the existing sewer force main that conveys sewage from the Main Pump Station to the west side of the Sultan River does not have enough capacity for the projected peak flows. Therefore, any long-term improvement will require additional force main capacity. The city is currently under contract with WHPacific to design a pedestrian/bicycle bridge with a larger force main to accommodate this constraint. A new force main is not part of the proposed RH2 contract.

Brief discussion held regarding the existing pumps; electrical upgrades to accommodate future upgrades; enclosing the lift station; eliminate roof to save costs now but consider at later date; use of a portable generate for power outages; performance of new pumps and increase of flow capacity; improvements to the system by eliminating infiltration and inflow from the storm system into the sewer system.

On a motion by Councilmember Blair, seconded by Councilmember George, the Mayor was authorized to sign a contract with RH2 to provide professional engineering services to provide bid ready design plans and specifications for upgrades to the Main Pump Station, assist the city with bidding and construction contract award, and to provide technical support during construction. The contract amount is not to exceed \$69,000 without prior written authorization by the City Council. This includes a ten percent contingency. All ayes.

CITY OF SULTAN COUNCIL MEETING – February 28, 2013

PUBLIC COMMENTS

Ray George: Wincos are turban pumps. The idea is to have material flowing down the pipes as long as possible and without VFD's the flow will be too fast.

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT

Council members thanked Mr. George for his comments.

Adjournment:

On a motion by Councilmember Marshall, seconded by Councilmember Davenport-Smith, the meeting adjourned at 8:25 PM. All ayes.

Steve Slawson, Mayor Pro-tem

Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 2
DATE: March 14, 2013
SUBJECT: Voucher Approval
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

SUMMARY:

Attached are the vouchers for approval in the amount of \$104,300.46 and payroll through March 1, 2013 in the amount of \$68,521.47 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$172,821.93

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
March 14 , 2013**

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 #27771-72	\$	3,418.18
Direct Deposit #5	\$	26,066.60
Benefits Check #27774-80	\$	27,515.90
Tax Deposit #PR 4	\$	11,520.79
Accounts Payable Checks #27773,81-825	\$	104,300.46
ACH Transactions - DOR	\$	0
TOTAL	\$	172,821.93

Kenneth Marshall, Councilmember

Steve Slawson, Councilmember

Kay George, Councilmember

Sarah Davenport-Smith, Councilmember

Joseph Neigel, Councilmember

Kristina Blair, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only



User: laura.koenig
 Printed: 3/6/2013 - 4:29 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
27781	03/14/2013	Ace	Ace Industrial Supply, Inc.	266.52	0
27782	03/14/2013	Aramark	Aramark Uniform Services - AUS Eve	332.32	0
27783	03/14/2013	SCCT	Association of Snohomish County Citi	150.00	0
27784	03/14/2013	awc	AWC	135.00	0
27785	03/14/2013	boa	Bank of America	1,041.04	0
27786	03/14/2013	TCarlson	Thomas G Carlson	100.00	0
27787	03/14/2013	cintas	Cintas Document Management	78.95	0
27788	03/14/2013	comcast	Comcast	752.96	0
27789	03/14/2013	dsquare	D-Square Energy Systems Inc	1,121.30	0
27790	03/14/2013	DORBL	Department of Revenue	63.24	0
27791	03/14/2013	DOT-S	Department of Transportation NW Re	69.91	0
27792	03/14/2013	CEslick	Carolyn Eslick	27.12	0
27793	03/14/2013	Frontier	Frontier	290.87	0
27794	03/14/2013	groco	Groco, Inc	2,250.88	0
27795	03/14/2013	hach	Hach Company	1,878.84	0
27796	03/14/2013	Lakeside	Lakeside Industries	706.81	0
27797	03/14/2013	BMartin	Bob Martin	64.41	0
27798	03/14/2013	MMath	Mick Matheson	17.60	0
27799	03/14/2013	napa	Monroe Parts House	310.07	0
27800	03/14/2013	NorthSaf	Northern Safety Co Inc.	160.26	0
27801	03/14/2013	NorthSta	Northstar Chemical, Inc.	500.37	0
27802	03/14/2013	NWCas	Northwest Cascade Inc	113.45	0
27803	03/14/2013	nwi	Northwest Instruments	103.17	0
27804	03/14/2013	OfcDepot	Office Depot	511.75	0
27805	03/14/2013	PitneyCr	Pitney Bowes Inc	196.79	0
27806	03/14/2013	PUD 1	PUD	2,558.78	0
27807	03/14/2013	PSE	Puget Sound Energy	524.10	0
27808	03/14/2013	qcl	QCL, Inc.	178.75	0
27809	03/14/2013	Republic	Republic Parking Northwest	14.50	0
27810	03/14/2013	Rotary	Rotary Club of Monroe	175.50	0
27811	03/14/2013	Sedgwick	Sedgwick CMS	261.36	0
27812	03/14/2013	SkyCC	Sky Valley Chamber of Commerce	93.13	0
27813	03/14/2013	SCcorrec	Snohomish County Corrections	59.10	0
27814	03/14/2013	SnoPlan	Snohomish County Planning and Deve	885.75	0
27815	03/14/2013	SnoPlan	Snohomish County Planning and Deve	831.00	0
27816	03/14/2013	SRDTF	Snohomish County Sheriff	76,016.17	0
27817	03/14/2013	Snopac	Snopac	4,935.47	0
27818	03/14/2013	TSI	Technical Systems, Inc.	238.92	0
27819	03/14/2013	Traffic	Traffic Logix	3,605.53	0
27820	03/14/2013	atrua	Aimee Lou Trua	1,700.00	0
27821	03/14/2013	usbank	US Bank	26.00	0
27822	03/14/2013	kwalker	Kenneth Walker	32.21	0
27823	03/14/2013	WACE	Washington Association of Code Enfo	25.00	0
27824	03/14/2013	WFOA	Washington Finance Officers Associat	125.00	0
27825	03/14/2013	WSAPT	Amy Donlan Washington State Associ	60.00	0
Check Total:				103,589.90	

Accounts Payable

Computer Check Register

User: janice.leonardi
 Printed: 03/05/2013 - 9:00AM
 Batch: 00001.03.2013
 Bank Account: TREAS



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27773	usps	USPS	3/5/2013		213.17
					213.17
					213.16
					71.06
					<hr/>
				Check 27773 Total:	710.56
					<hr/>
				Report Total:	710.56
					<hr/>
					<hr/>

03/08/2012	0	001	Laura Koenig	1,965.56
03/08/2012	0	004	Donna Murphy	1,418.18
03/08/2012	0	005	Robert Martin	2,488.95
03/08/2012	0	007	Julie Addington	1,390.33
03/08/2012	0	010	Cindy Donk	1,461.64
03/08/2012	0	011	Janice Mann	1,099.75
03/08/2012	0	013	Rosemary Murphy	1,061.25
03/08/2012	0	015	Kenneth Walker	2,688.27
03/08/2012	0	019	Michael Matheson	2,663.67
03/08/2012	0	020	Connie Dunn	1,959.72
03/08/2012	0	025	John Harris	1,829.68
03/08/2012	0	028	Todd Strom	1,652.32
03/08/2012	0	049	Victoria Forte	459.04
03/08/2012	0	072	Carolyn Eslick	461.75
03/08/2012	0	120	Matthew Wood	1,143.58
03/08/2012	0	121	Jason Strauss	1,231.15
03/08/2012	0	122	Steven Martin	1,091.76

Total Employees:

17

Total:

26,066.60

Payroll

Computer Check Register

User: julie.addington

Printed: 03/05/2013 - 3:07PM

Batch: 00001-03-2013 Computer

PR05



Check No	Check Date	Employee Information	Amount
27771	03/08/2013	024 Michael Williams	2,070.74
27772	03/08/2013	029 James Barns	1,347.44
Total Number of Employees: 2		Total for Payroll Check Run:	3,418.18

Accounts Payable

Check Register Totals Only

User: laura.koenig

Printed: 3/6/2013 - 2:58 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
27774	03/06/2013	Retire	Department of Retirement	600.00	0
27775	03/06/2013	Retire	Department of Retirement	4,948.09	0
27776	03/06/2013	AFLAC	AFLAC	111.90	0
27777	03/06/2013	AWCben	AWC Employee Benefit Trust	19,191.03	0
27778	03/06/2013	AWCben	AWC Employee Benefit Trust	24.00	0
27779	03/06/2013	UNION	Teamsters Local Union #763	896.08	0
27780	03/06/2013	WATeamTr	Washington Teamsters Welfare Trust	1,744.80	0
Check Total:				27,515.90	

Accounts Payable

Checks for Approval

User: laura.koenig
 Printed: 3/6/2013 - 4:35 PM



Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27781	03/14/2013	GENERAL FUND	Office/Operating Supplies	Ace Industrial Supply, Inc.		88.84
27781	03/14/2013	STREET FUND	Office/Operating Supplies	Ace Industrial Supply, Inc.		88.84
27781	03/14/2013	UTILITY GARBAGE FUND	Operating Supplies	Ace Industrial Supply, Inc.		88.84
27782	03/14/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27782	03/14/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27782	03/14/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27782	03/14/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.22
27782	03/14/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27782	03/14/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27782	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		18.42
27782	03/14/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		18.42
27782	03/14/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		18.41
27782	03/14/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		18.42
27782	03/14/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		18.42
27782	03/14/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27782	03/14/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27782	03/14/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27782	03/14/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.22
27782	03/14/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27782	03/14/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27782	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		10.16
27782	03/14/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.17
27782	03/14/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.16
27782	03/14/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.17
27782	03/14/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.16
27782	03/14/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		1.70
27782	03/14/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		7.95
27782	03/14/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		7.94
27782	03/14/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		7.38
27782	03/14/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		1.70
27782	03/14/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		1.70
27782	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		9.90
27782	03/14/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.91
27782	03/14/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27782	03/14/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.91
27782	03/14/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.90
27782	03/14/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		2.14
27782	03/14/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		9.98
27782	03/14/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		9.98
27782	03/14/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		9.27
27782	03/14/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		2.14
27782	03/14/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		2.14
27782	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		10.23
27782	03/14/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.23
27782	03/14/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.23
27782	03/14/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.23
27782	03/14/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.23
27783	03/14/2013	GENERAL FUND	Travel and Seminars	Aramark Uniform Services - AUS Everett Lockbox		25.00
27783	03/14/2013	GENERAL FUND	Travel and Seminars	Association of Snohomish County Cities & Towns		25.00
27783	03/14/2013	STREET FUND	Travel and Seminars	Association of Snohomish County Cities & Towns		25.00
27783	03/14/2013	GENERAL FUND	Travel and Seminars	Association of Snohomish County Cities & Towns		75.00
27784	03/14/2013	GENERAL FUND	Travel and Seminars	AWC		135.00
27785	03/14/2013	STREET IMPROVEMENT FUND	Street Construction - Basin Rd	Bank of America		1,041.04
27786	03/14/2013	GENERAL FUND	Audit Costs	Thomas G Carlson		100.00
27787	03/14/2013	GENERAL FUND	Office/Operating Supplies	Cintas Document Management		78.95
27788	03/14/2013	STREET FUND	Communication	Comcast		33.99
27788	03/14/2013	UTILITY WATER FUND	Communication	Comcast		33.99
27788	03/14/2013	UTILITY SEWER FUND	Communication	Comcast		33.99
27788	03/14/2013	UTILITY GARBAGE FUND	Communication	Comcast		33.99
27788	03/14/2013	STORMWATER UTILITY FUND	Communication	Comcast		33.99
27788	03/14/2013	GENERAL FUND	Communication	Comcast		233.20
27788	03/14/2013	UTILITY WATER FUND	Communication	Comcast		116.61
27788	03/14/2013	UTILITY SEWER FUND	Communication	Comcast		116.60
27788	03/14/2013	UTILITY GARBAGE FUND	Communication	Comcast		116.60
27789	03/14/2013	UTILITY SEWER FUND	Repair and Maintenance	D-Square Energy Systems Inc		621.74
27789	03/14/2013	UTILITY SEWER FUND	Repair and Maintenance	D-Square Energy Systems Inc		499.56
27790	03/14/2013	GENERAL FUND	Bank Fees	Department of Revenue		63.24
27791	03/14/2013	STREET IMPROVEMENT FUND	Sultan River Bridge Project	Department of Transportation NW Region		69.91
27792	03/14/2013	GENERAL FUND	Travel and Seminars	Carolyn Eslick		27.12
27793	03/14/2013	GENERAL FUND	Communication	Frontier		10.45
27793	03/14/2013	STREET FUND	Communication	Frontier		10.45
27793	03/14/2013	UTILITY WATER FUND	Communication	Frontier		10.45
27793	03/14/2013	UTILITY SEWER FUND	Communication	Frontier		10.45
27793	03/14/2013	UTILITY GARBAGE FUND	Communication	Frontier		10.45
27793	03/14/2013	UTILITY WATER FUND	Communication	Frontier		100.09
27793	03/14/2013	GENERAL FUND	Communication	Frontier		15.45
27793	03/14/2013	STREET FUND	Communication	Frontier		15.44
27793	03/14/2013	UTILITY WATER FUND	Communication	Frontier		15.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27793	03/14/2013	UTILITY SEWER FUND	Communication	Frontier		15.44
27793	03/14/2013	UTILITY GARBAGE FUND	Communication	Frontier		15.45
27793	03/14/2013	GENERAL FUND	Communication	Frontier		12.26
27793	03/14/2013	STREET FUND	Communication	Frontier		12.26
27793	03/14/2013	UTILITY WATER FUND	Communication	Frontier		12.26
27793	03/14/2013	UTILITY SEWER FUND	Communication	Frontier		12.26
27793	03/14/2013	UTILITY GARBAGE FUND	Communication	Frontier		12.26
27794	03/14/2013	UTILITY SEWER FUND	Services - Sludge Hauling	Groco, Inc		2,250.88
27795	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Hach Company		1,878.84
27796	03/14/2013	STREET FUND	Office/Operating Supplies	Lakeside Industries		706.81
27797	03/14/2013	GENERAL FUND	PB Travel and Seminars	Bob Martin		64.41
27798	03/14/2013	STREET FUND	Travel and Seminars	Mick Matheson		17.60
27799	03/14/2013	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House		6.86
27799	03/14/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House		6.86
27799	03/14/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House		6.86
27799	03/14/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House		6.88
27799	03/14/2013	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Monroe Parts House		6.88
27799	03/14/2013	GENERAL FUND	Vehicle Repair	Monroe Parts House		6.86
27799	03/14/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House		183.24
27799	03/14/2013	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Monroe Parts House		30.77
27799	03/14/2013	GENERAL FUND	Vehicle Repair	Monroe Parts House		27.43
27799	03/14/2013	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House		27.43
27800	03/14/2013	UTILITY WATER FUND	Uniforms	Northern Safety Co Inc.		40.07
27800	03/14/2013	UTILITY SEWER FUND	Uniforms	Northern Safety Co Inc.		40.07
27800	03/14/2013	UTILITY GARBAGE FUND	Uniforms	Northern Safety Co Inc.		40.06
27800	03/14/2013	STORMWATER UTILITY FUND	Uniforms	Northern Safety Co Inc.		40.06
27801	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Northern Safety Co Inc.		500.37
27802	03/14/2013	GENERAL FUND	Rentals	Northstar Chemical, Inc.		113.45
27803	03/14/2013	UTILITY SEWER FUND	Repair and Maintenance	Northwest Cascade Inc		103.17
27804	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Office Depot		24.42
27804	03/14/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		40.17
27804	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Office Depot		3.78
27804	03/14/2013	UTILITY SEWER FUND	Operating Supplies	Office Depot		3.78
27804	03/14/2013	UTILITY GARBAGE FUND	Operating Supplies	Office Depot		3.78
27804	03/14/2013	STREET FUND	Office/Operating Supplies	Office Depot		3.78
27804	03/14/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		3.78
27804	03/14/2013	UTILITY WATER FUND	Operating Supply - New Connect	Office Depot		54.13
27804	03/14/2013	UTILITY SEWER FUND	Operating Supplies	Office Depot		54.12
27804	03/14/2013	UTILITY GARBAGE FUND	Operating Supplies	Office Depot		54.13
27804	03/14/2013	STREET FUND	Office/Operating Supplies	Office Depot		54.12
27804	03/14/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		54.13
27804	03/14/2013	UTILITY WATER FUND	Office Supplies	Office Depot		15.09
27804	03/14/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		15.09
27804	03/14/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		15.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27804	03/14/2013	STREET FUND	Office Supplies	Office Depot		15.09
27804	03/14/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		60.35
27804	03/14/2013	UTILITY WATER FUND	Office Supplies	Office Depot		1.49
27804	03/14/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		1.49
27804	03/14/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		1.49
27804	03/14/2013	STREET FUND	Office Supplies	Office Depot		1.49
27804	03/14/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		5.96
27804	03/14/2013	UTILITY WATER FUND	Office Supplies	Office Depot		3.13
27804	03/14/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		3.12
27804	03/14/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		3.13
27804	03/14/2013	STREET FUND	Office Supplies	Office Depot		3.13
27804	03/14/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		12.50
27805	03/14/2013	GENERAL FUND	Communication	Office Depot		47.23
27805	03/14/2013	STREET FUND	Communication	Pitney Bowes Inc		24.60
27805	03/14/2013	UTILITY WATER FUND	Communication	Pitney Bowes Inc		33.45
27805	03/14/2013	UTILITY SEWER FUND	Communication	Pitney Bowes Inc		33.46
27805	03/14/2013	UTILITY GARBAGE FUND	Communication	Pitney Bowes Inc		33.45
27805	03/14/2013	GENERAL FUND	Communication	Pitney Bowes Inc		33.45
27806	03/14/2013	STREET FUND	Utilities	PUD		24.60
27806	03/14/2013	GENERAL FUND	Utilities	PUD		2,410.06
27807	03/14/2013	STREET FUND	Utilities	Puget Sound Energy		148.72
27807	03/14/2013	UTILITY WATER FUND	Utilities	Puget Sound Energy		262.05
27807	03/14/2013	UTILITY SEWER FUND	Water Service - Everett	Puget Sound Energy		52.41
27807	03/14/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy		52.41
27807	03/14/2013	GENERAL FUND	Utilities	Puget Sound Energy		52.41
27807	03/14/2013	GENERAL FUND	Utilities	Puget Sound Energy		52.41
27808	03/14/2013	UTILITY GARBAGE FUND	Miscellaneous	Puget Sound Energy		52.41
27809	03/14/2013	UTILITY WATER FUND	Miscellaneous	QCL, Inc.		178.75
27809	03/14/2013	UTILITY SEWER FUND	Miscellaneous	Republic Parking Northwest		4.83
27809	03/14/2013	UTILITY GARBAGE FUND	Miscellaneous	Republic Parking Northwest		4.83
27810	03/14/2013	GENERAL FUND	Miscellaneous	Republic Parking Northwest		4.84
27811	03/14/2013	STREET FUND	Professional Services	Rotary Club of Monroe		175.50
27811	03/14/2013	UTILITY WATER FUND	Professional Services	Sedgwick CMS		52.27
27811	03/14/2013	UTILITY SEWER FUND	Professional Service - General	Sedgwick CMS		52.27
27811	03/14/2013	UTILITY GARBAGE FUND	Services - Sludge Hauling	Sedgwick CMS		52.27
27811	03/14/2013	GENERAL FUND	Professional - Legal	Sedgwick CMS		52.27
27812	03/14/2013	GENERAL FUND	Office/Operating - Mayor	Sedgwick CMS		52.27
27813	03/14/2013	GENERAL FUND	Miscellaneous - Jail Fees	Sky Valley Chamber of Commerce		93.13
27814	03/14/2013	GENERAL FUND		Snohomish County Corrections		59.10
27814	03/14/2013	GENERAL FUND	SnoCity Plan/Building Service	Snohomish County Planning and Development Servi		258.00
27815	03/14/2013	GENERAL FUND	Organization Dues	Snohomish County Planning and Development Servi		627.75
27816	03/14/2013	GENERAL FUND	Intergovernmental - 800 MHZ	Snohomish County Planning and Development Servi		831.00
27817	03/14/2013	GENERAL FUND	Intergovernmental - SNO PAC	Snohomish County Sheriff		76,016.17
27818	03/14/2013	UTILITY SEWER FUND	Repair and Maintenance	Snopac		4,935.47
				Technical Systems, Inc.		238.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27819	03/14/2013	STREET IMPROVEMENT FUND	Street Construction - Basin Rd	Traffic Logix		3,605.53
27820	03/14/2013	GENERAL FUND	Professional Services - Prosec	Aimee Lou Trua		1,700.00
27821	03/14/2013	GENERAL FUND	Bank Fees	US Bank		26.00
27822	03/14/2013	GENERAL FUND	Office/Operating - Mayor	Kenneth Walker		32.21
27823	03/14/2013	GENERAL FUND	Travel and Seminars	Washington Association of Code Enforcement		25.00
27824	03/14/2013	GENERAL FUND	Travel and Seminars	Washington Finance Officers Association		125.00
27825	03/14/2013	GENERAL FUND	Travel and Seminars	Amy Donlan Washington State Association of Permit		60.00
Report Total:						103,589.90

CITY OF SULTAN
COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-1
DATE: March 14, 2013
SUBJECT: Application for the Consolidated Prevention Grant (CPG)
CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

Donna Murphy
kw

ISSUE:

The issue before the City Council is to authorize the Mayor to sign the necessary documents to apply for the Consolidated Prevention Grant (CPG) to offset the recycling costs of Sultan's Annual Cleanup Day.

SUMMARY:

For the past several years, the City of Sultan has applied for and received CPG grants to fund a portion of the recycling costs of Sultan's Annual Cleanup Day.

The amount the City can apply for is a predetermined amount based on the City's 2012 population. See Attachment A for detailed information on how the allocation is determined. The City of Sultan's allocated amount for this 2 year grant cycle is \$6,385.13. See Attachment B.

For the past several years, the City of Sultan has applied for and received CPG grants to fund a portion of the collection and disposal of the recyclable materials collected at the City's Annual Cleanup Day.

FISCAL IMPACTS:

The CPG Grant requires a 25% in-kind match that is achieved by providing salaried staff and volunteers to work the event.

RECOMMENDED ACTION:

I move to authorize Mayor Eslick to sign the necessary documents to apply for a CPG Grant to fund the recycling elements of the 2014 and 2015 Cleanup Day Events in Sultan.

ATTACHMENTS

- A – 2014 – 2015 CPG Coordination and Allocations (24 month period) Narrative.
- B – Grant Allocation for all Cities in Snohomish County

2013-2015 CPG Coordination and Allocations (24 month period) Narrative

PLEASE NOTE: The allocations provided by Ecology for planning and submittal purposes are DRAFT and may be adjusted based any changes to funds allocated to Ecology by the Legislature. These changes may not be known until June.

Allocations to Cities, County and Health District

Following the formula used in the previous cycle:

- Cities have available to them $\frac{1}{2}$ of the per capita amount allocated by the state for their own proposals, based on each city's population. Each city's potential allocation is shown in the allocation chart. The amount available per city is determined by taking the city's 2012 population and multiply by $\frac{1}{2}$ the per capita amount (per capita = $\$2.7404 / 2 = \$ 1.3702$). So the per capita share to a city with the population of 30,000 = 30,000 population x $\$1.3702 = \$41,106$. This is the "state share" of the grant which is 75% and must be matched by the city with 25% matching funds. To determine the total (100%) the state share is divided by .75. For this example, $\$41,106/.75 = \$54,808$. The city's 25% match amount would be $\$13,702$.
- Snohomish County will retain the other half of the per capita for the incorporated population, to support our MRW facility and recycling programs that serve all communities in the county.
- Snohomish County will retain the entire per capita for the unincorporated population, as we are entirely responsible for services to that community.
- Any funds not claimed by the cities from their per capita allocation will be retained by the County.
- As the planning authority, Snohomish County will retain the $\$100,000$ base amount provided to each planning authority.
- The Snohomish Health District implementation funds will be subtracted from the County's portion of the funds.

Cities that do not meet the Ecology floor of \$30,000 state fund share.

Ecology does not plan to accept individual city applications from Snohomish County cities if they do not exceed $\$30,000$ in state fund share. This is a continued "rule" from the previous grant cycle.

- Cities can pool their funds and coordinate tasks to exceed the $\$30,000$ state fund share floor and thereby apply directly to Ecology for funding, following Ecology's rules. A single application and administrating jurisdiction is required.
- To keep existing city programs intact that were funded through CPG in the previous cycles, but for which those cities do not now meet the $\$30,000$ state fund share floor, Snohomish County Solid Waste will work with those cities to submit their activities through the Division's application process.
 - This applies to Arlington and Sultan.

- A subrecipient agreement must be in place (a contract) between the city and county
- The administrative cost to the Division to do this is significant.
- These cities were “grandfathered in” and the Division does not plan to offer this for additional cities that are under the threshold.

Bothell grant proposal

Bothell’s population is divided between King and Snohomish Counties.

Ecology allows Bothell to submit an application that combines its Snohomish and King County populations so that it exceeds the \$30,000 state fund share threshold.

Snohomish Health District

(pending)

Snohomish County Implementation Total		State Fund Share (75%)	\$	1,741,921.00
Solid Waste Enforcement Allocation			\$	132,822.00
Total Implementation and Enforcement			\$	1,874,743.00

SWD base allocations
 Cities administered by SWD
 Cities directly contracting with Ecology

	per capita		2.7404	
	1/2 per capita		1.3702	
Snohomish total population	722,900			
Unincorporated	308,445	2.7404	\$	845,262.68
Incorporated per cap to County	414,455	1.3702	\$	567,886.24
Incorporated per cap to Cities	414,455	1.3702	\$	567,886.24
Arlington	17,970	1.3702	\$	24,622.49
Bothell part	16,720	1.3702	\$	22,909.74
Brier	6,155	1.3702	\$	8,433.58
Darrington	1,345	1.3702	\$	1,842.92
Edmonds	39,800	1.3702	\$	54,533.96
Everett	103,300	1.3702	\$	141,541.66
Gold Bar	2,060	1.3702	\$	2,822.61
Granite Falls	3,380	1.3702	\$	4,631.28
Index	180	1.3702	\$	246.64
Lake Stevens	28,510	1.3702	\$	39,064.40
Lynnwood	35,900	1.3702	\$	49,190.18
Marysville	61,360	1.3702	\$	84,075.47
Mill Creek	18,450	1.3702	\$	25,280.19
Monroe	17,390	1.3702	\$	23,827.78
Mountlake Terrace	20,090	1.3702	\$	27,527.32
Mukilteo	20,360	1.3702	\$	27,897.27
Snohomish	9,215	1.3702	\$	12,626.39
Stanwood	6,300	1.3702	\$	8,632.26
Sultan	4,660	1.3702	\$	6,385.13
Woodway	1,310	1.3702	\$	1,794.96

City projects - Ecology Adm		\$	352,251.02
City projects - SWD Adm		\$	31,007.63
Unclaimed City funds to SWD		\$	184,627.60
Total		\$	567,886.24

SHD implementation	stand in number	\$	144,732.73
SHD enforcement		\$	132,822.00

Base for Planning Authority		\$	100,000.00
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SWD allocation			
full per capita for unincorporated		\$	845,262.68
1/2 per capita for incorporated		\$	567,886.24
Base for Planning Authority		\$	100,000.00
Unclaimed City Funds		\$	184,627.60
Total		\$	1,697,776.52
SHD Implementation Allocation	stand in number	\$	144,732.73
Total		\$	1,553,043.79

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2

DATE: March 14, 2013

SUBJECT: Professional Services Contract for IT services with Gold Bar Geek

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue is to authorize the Mayor to sign a contract with Gold Bar Geek to provide Computer, Information Technology, Email, Web and Camera services.

STAFF RECOMMENDATION:

Authorize the Mayor to sign the contract with Gold Bar Geek for IT services.

SUMMARY:

On October 1, 2012 the City's IT service provider ceased providing computer services to the city, resulting in the loss of email and web functions. Previously the council authorized the Mayor and City Administrator to acquire temporary services to restore the city's computer operations including but not limited to Email, Web, and Camera services. At this time the city needs to contract for normal operating technology services for the 2013 year. The contract has been drafted and reviewed by the city attorney.

Proposals were requested from all computer service-repair companies listed in the 2012 Monroe Action Pages Directory. Staff received the following proposals to provide Information Technology Services for the 2013 year.

Gold Bar Geek: \$50 per hour, \$100.00 per month Retainer/Web/Email hosting
Geek Pros.Net: \$60 per hour,
Tech Mob: \$95 per hour

ALTERNATIVES:

1. Allow the Mayor to sign the contract with Gold Bar Geek for computer services for the city.
2. Do not allow the Mayor to sign the contract with Gold Bar Geek and direct staff to address specific concerns about computer services.

FISCAL IMPACT:

The services are included in the 2013 budget for IT Services.

ATTACHMENTS: A. Contract between the City and Gold Bar Geek

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
GOLD BAR GEEK, LLC**

THIS AGREEMENT, is made this **4th** day of **OCTOBER, 2012**, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and **GOLD BAR GEEK, LLC** (hereinafter referred to as "Service Provider"), doing business at: **211 NUGGET ROAD, GOLD BAR, WA 98294**.

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 **INFORMATION TECHNOLOGY SERVICES AND THE RESTORATION OF EMAIL, WEB, AND CAMERA MANAGEMENT SERVICES**, 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 in the form of a negotiated and executed supplemental agreement.
- 2. Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in **Attachment B** for the services described in this Agreement. The maximum amount to be paid under this Agreement is Twenty Thousand Dollars (\$20,000.00) annually and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental 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.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within fourteen (14) 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.

D. In the event the parties are unable to settle any disputed charges, the parties agree to submit the dispute to Snohomish County Dispute Resolution Center for binding arbitration at the request of either party.

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.

4. Project Name. *Information Technology Support Services for City of Sultan*

5. Duration of Work. Service Provider shall perform the work described in **Attachment A** until December 31, 201132. This agreement terminates per section 6 below.

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 upon the Service Providers Option. *The Service Provider shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the City.*

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 Administrator shall make the final determination about what services have been satisfactorily performed.

D. Dispute Resolution. In the event the parties are unable to settle any disputed charges, the parties agree to submit the dispute to Snohomish County Dispute Resolution Center for binding arbitration at the request of either party.

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. The service provider shall not be responsible for consequential damages sustained by the City or its officers, officials, employees and volunteers.

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.
 - C. Any computer programs or code developed by the service provider in performance with this agreement shall remain the property of the service provider. In the event of termination of this agreement, the City shall be granted a license at no cost to use any computer programs or code developed by the service provider in the scope of performance of this agreement.
- 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 Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and any lawsuit regarding this Agreement must be brought in Snohomish County 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 CONTACT

Ken Walker, City Administrator

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

Scope of Work

Gold Bar Geek

Information Technology Services Contract

Gold Bar Geek, LLC will be on call to provide technical assistance and system administration to the city to restore email services, web site administration and camera administration and provide general professional services on an as-needed basis primarily during normal business hours: Monday to Friday 8:00am to 5:00pm. Iron Goat Networks, LLC, will guarantee a 2-hour response time for emergency situations at all hours, as defined at the sole discretion of the city. Gold Bar Geek will work closely with the City Clerk.

Specific responsibilities include, but are not limited to, the following:

1. Assessment – At the city's request, compile/update an inventory of all information technology related assets, assess system architecture and current processes, and make recommendations for improved city-wide information technology performance. The written assessment may include the number of hours deliverable for recommended phases of improvements and upgrades. A written assessment report with recommendations. Requested inventories and recommendations should be delivered within 14 days of the city's request unless otherwise negotiated by the parties.
2. Desktop application support – Perform basic support functions including ordering and installing personal computers, laptops, PDA's, printers, peripherals, and office automation software, diagnose and correct desktop application problems, configure computers for standard applications and identify and correct end user hardware and software problems, and perform advanced troubleshooting. Assist designated city personnel with software and hardware purchases. Assist in the development of software/hardware policies and procedures.
3. Server and workstation administration services – Manage computer systems and networks including complex applications, database, e-mail, web and other servers and associated hardware, software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the city's systems. Establish the amount of deliverable hours to ensure scheduled preventative maintenance for equipment is properly and promptly performed and maintain the maintenance records on the equipment. Manage changes, upgrades and patches. Manage user logins and security. Coordinate repair and maintenance work with contracted repair vendors if needed and ensure repairs are conducted in a timely fashion.

Support Springbrook financial software and other specialized software products of the City of Sultan.

4. Network Administration services – Maintain all city network equipment including switches, firewalls, routers, and other security devices. Perform installation and maintenance of printers, network copiers/scanners, etc. Ensure maintenance of network including regular analysis, routine configuration, and installation of patches and upgrades. Perform minor cabling as needed. Establish the amount of deliverable hours for these services.
5. Security – Maintain virus detection programs on city servers, e-mail and all other city computers and laptops. Perform security audits as requested and notify city personnel immediately of suspected breaches of security or intrusion detection. Configure city systems to enable remote access in a secure environment and provide remote access administration as requested or designated by city personnel. The ability to allow this access should commence within 60 days of all parties having signed the contract.
6. Data backups – Ensure all city data is backed up and available for restoration when needed. Maintain offsite backups of all system data in a secure environment. The ability to establish Data backups should commence within 60 days of all parties signing the contract and an established amount of deliverable hours to complete and maintain backup requirements.
7. Strategic planning – Engineering, planning and design for major system enhancements, including installations and upgrades of new or existing systems. Provide technical leadership for server technology issues. Make recommendations for future purchases and technology needs.

Hourly Rates

Special Projects exceeding five (5) hours may be negotiated per project for special pricing.

Services are billed in 15 minute increments

Monthly Retainer to Include Web and Email Hosting:	\$100.00
Normal Support and Maintenance	\$50.00 per hour
Scheduled After Hours	\$50.00 per hour
Emergency After Hours	\$65.00 per hour

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: A-3

DATE: March 14, 2013

SUBJECT: Ordinance 1159-12, Second Reading
Sultan Municipal Code Amendment, Chapter 17.10: Adding
Section 17.10.210; Hillside Development and Geologically
Hazardous Area Performance Standards.

CONTACT PERSON: Robert Martin, Community Development Director

ISSUE:

Have second reading and adoption of Ordinance 1159-12 (**Attachment A**).

PLANNING BOARD RECOMMENDATION:

The Board recommends that the Council adopt Ordinance 1159-12, an Ordinance re-adopting the substantive provisions of the Hillside and Geologically Hazardous Performance Standards which were adopted in 1995, and repealed in 2006.

STAFF RECOMMENDATION:

Staff recommends that the Council adopt Ordinance 1159-12.

BACKGROUND:

On April 5, 2012, the Council Subcommittee reviewed a staff report concerning code issues related to steep slope development and grade and fill permit process. The Subcommittee forwarded the issue to the Council with a recommendation that these topics be added to the Planning Board's work plan for code amendments.

On May 24, 2012, the Council received the Subcommittee's recommendation and forwarded the proposed work items to the Planning Board for consideration and action as determined appropriate by the Board.

On July 24, 2012, the Board set a public hearing on this proposal for the regularly scheduled meeting of August 7, 2012. The hearing was properly advertized for public input.

On August 7, 2012, the Board held a public hearing on the proposal. No public testimony was presented. The Board voted unanimously to recommend that the Council adopt the proposed Ordinance.

On August 23, 2012, the Council conducted first reading of Ordinance 1159-12. The Council directed that, prior to final reading and adoption, staff was to engage Hearing Examiner John Galt for comments on the proposed code.

March, 2013: After staff diverting to other priorities, and after an extended sabbatical and subsequent review time by Mr. Galt, the Hearing Examiner has provided his comments. Staff returns for second reading of this proposed ordinance.

DISCUSSION:

Mr. Galt's Comments:

Mr. Galt indicated that he does not review the code as regards policy direction, but verifies and corrects as appropriate to ensure that it can be properly administered and implemented by the Hearing Examiner. He had no substantive comments regarding the concept of the code.

He provided minor grammatical and organizational comments that have been addressed and corrected in the draft of the ordinance included as **Attachment A**.

Why this Code is Proposed for Re-adoption:

This staff report describes the issue concerning the lack of current code standards for steep slope development and provides a draft of language that is recommended for inclusion in Title 17, Environment, to address that issue. The language proposed to be adopted by Ordinance 1159-12 is taken directly from the substantive provisions of SMC Chapter 16.68 which was adopted in 1995 and repealed in 2006.

In 1995 the City adopted SMC Chapter 16.68, "Hillside Development and Geologically Hazardous Area Performance Standards". This Chapter was placed in the Performance Standards Division of the Unified Development Code. It provided specific standards for what types of hillsides could be developed and how that development was to be studied, planned, and constructed.

In 2006, the City adopted new Critical Areas Regulations (CAR), SMC Chapter 16.80, which is in effect today (re-adopted as Chapter 17.10). As required by state standards, these regulations address wetlands, streams, erosion hazards, and landslide hazards.

Chapter 16.68 "Hillside Development and Geologically Hazardous Area Performance Standards" mentioned above, was repealed by this adoption, and was "*replaced*" by the CAR "Erosion Hazard Areas" provisions, SMC 16.80.190, and "Landslide Hazard Areas" provisions, SMC 16.80.200.

Policy Issues:

The word "replaced" is in quotation marks above because the action was not a replacement in the sense that the substantive provisions of the repealed Chapter 16.68 were carried over from SMC 16.68 to SMC 16.80. The "Erosion Hazard Areas" provisions, SMC 16.80.190, and "Landslide Hazard Areas" provisions, SMC 16.80.200 of the current CAR do not address the same issues as the prior Chapter 16.68 "Hillside Development and Geologically Hazardous Area Performance Standards".

On one hand, it is important to address the specific issues of Erosion and Landslide as provided in SMC 16.80, Critical Areas Regulation. Erosion and Landslide were not addressed in the steep slope standards of 16.68. Erosion and Landslide issues can be present on very subtle slopes that may not be the subject of a steep slope code. Erosion and landslide hazards need to be addressed as specific issues, and the current CAR SMC 16.80, addresses those issues.

On the other hand, it is not appropriate to eliminate the steep slope provisions which were in 16.68 but are not in 17.10 as currently adopted. Steep slopes are a specific development challenge whether or not they have exhibited specific issues with erosion or landslide. The action of development on steep slopes, as shown by the Timber Ridge situation, can generate erosion and/or landslide issues where it did not exist before. Steep slope provisions such as the repealed Chapter 16.68 are components of most municipal codes in the region.

Proposed Amendment:

While Chapter 16.68 is not a fully current standard code for hillside development, it is workable and will be beneficial to the community if a steep slope development is proposed in the near future. Refinements to this code are intended by staff in the relatively near future once the Zoning Code is completed.

The language proposed for re-adoption (**Attachment A**) is not identical to the language of the repealed Chapter 16.68. This is due to the following:

Permit Process:

- Chapter 16.68 was a “Stand Alone” code with its own application and permit process.
- The most appropriate location for re-adoption of the “Hillside Development and Geologically Hazardous Area Performance Standards” is the Critical Areas Regulations, Chapter 17.10.
- The Critical Areas Regulation, Chapter 17.10, contains its own application and permit process.
- There is no need to duplicate or to potentially contradict application and permit process already residing in Chapter 17.10. The permit process in this chapter will work for the review of applications for “Hillside Development and Geologically Hazardous Area Performance Standards”.
- The proposed language (**Attachment A,**) therefore eliminates the application and permit process so that there is a single permit process for all components of the Critical Areas Regulations.

Separate Zone-based Standards:

- There are two curious and unnecessary provisions in the original Chapter 16.68.
- These two provisions call for the slope development standards to be implemented differently based on which land use zone the site is located in. The code calls for sites in the LMD zone to have a somewhat different set of standards than properties located in the MD, HD, UC, HOD, and ED zones.
- There is no basis for different slope hazard provisions to be different based on the land use zone. Slope hazards are a feature of the landscape, not the land use zone that applies to the site.
- The proposed language therefore eliminates the zone-based differences and treats all land use zones the same as regards implementation of the steep slope provisions.

This proposed language will fill the gap left when the steep slope provisions were replaced by erosion and landslide provisions.

ATTACHMENTS:

Attachment A: Proposed Ordinance 1159-12, adopting Section 17.10.210, Hillside Development and Geologically Hazardous Performance Standards.

ATTACHMENT A

DRAFT

ORDINANCE NO. 1159-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, AMENDING SULTAN MUNICIPAL CODE CHAPTER 17.10, CRITICAL AREAS REQUIREMENTS, BY ADDING SECTION 17.10.210, HILLSIDE DEVELOPMENT AND GEOLOGICALLY HAZARDOUS PERFORMANCE STANDARDS, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Sultan Municipal Code (SMC) Chapter 17.10 "Critical Area Requirements" provides environmental management for several environmentally sensitive development issues including "Erosion Hazard Areas" and "Landslide Hazard Areas"; and

WHEREAS, neither the "Erosion Hazard Areas" nor the "Landslide Hazard Areas"; addresses the general issues involved with development on sloped landscapes that are not experiencing active erosion or landslide issues; and

WHEREAS, the City adopted SMC Chapter 16.68, "Hillside Development and Geologically Hazardous Area Performance Standards" in 1995 and subsequently repealed those provisions in 2006; and

WHEREAS, the community has experienced inappropriate hillside development since the repeal of the "Hillside Development and Geologically Hazardous Area Performance Standards" in 2006, said development having caused significant cost and disruption to the community; and

WHEREAS, the Planning Board has held a public hearing on the re-adoption of the substantive provisions of the "Hillside Development and Geologically Hazardous Area Performance Standards" as adopted in 1995, and forwarded a recommendation to the City Council that these provisions be adopted into Chapter 17.10; and

WHEREAS, the City Council affirms the Planning Board's recommendation and finds that adoption and proper implementation of the proposed Section 17.10.210 will promote the health, safety, and general welfare of the community;

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

Section 1. Adoption of SMC Chapter 17.10.210 "Hillside Development and Geologically Hazardous Area Performance Standards". Sultan Municipal Code Chapter 17.10 is hereby amended to include Section 17.10.210, "Hillside Development and Geologically Hazardous Area Performance Standards" as follows:

17.10.210 Hillside development and geologically hazardous area performance standards

A. Application of hillside development performance standards.

Hillside development performance standards shall be applied to property having slopes with gradient in excess of 20 Percent (20 feet of vertical distance for each 100 feet of horizontal distance). If it is determined that land located adjacent to the slope, either above or below, must be included in the review of the plans for development to promote the purpose and intent of these standards, such rim or bottom land may be included in the review; provided, that such area is within 300 feet of the nearest point of the slope to which these performance standards are to be applied. The overall average slope will be used for property with varying slope gradients when determining the application of these standards.

B. Grade/Fill Permit Required.

1. Within areas of properties that have slopes that exceed 20 percent, no building, improvement or portion thereof shall be erected, constructed, converted, established, altered, enlarged, used or demolished, nor shall any lot or premises be excavated or graded until a Fill/Grading Permit is obtained in accordance with the provisions of this Section and SMC Chapter 16.120.
2. A Fill/Grading Permit will not be required in those cases where said building, improvement, or portion thereof does not in any way alter the ground coverage of an existing building or structure. The granting of a permit does not relieve the applicant for such permit of the responsibility for obtaining other applicable permits from the city.

C. Criteria for review of Steep Slope Grade/Fill Application.

The applicant for a Steep Slope Grade/Fill permit shall provide information documenting each of the following criteria. This information may be required to be provided by a landscape architect, geotechnical engineer, or other qualified professional.

1. The site is physically suitable for the design and siting of the proposed development in terms of area, contours, slope, and drainage patterns.
2. The proposed development will result in minimum disturbance of sensitive areas listed in item A above.
3. The grading and excavation proposed in connection with the development will not result in soil erosion, silting of lower slopes, slide damage, flooding, severe scarring or any other geological instability that would affect health, safety and general welfare.
4. The proposed development retains the visual quality of the site, the aesthetic qualities of the area and the neighborhood characteristics by utilizing proper structural scale and character, varied architectural treatments and appropriate plant material.
5. Disturbed slopes are to be planted with native and self sufficient vegetation

D. Application Review/Decision/Conditions.

1. In approving an application, the community development director, as advised by the development review team, may impose such conditions as may be deemed necessary to protect the public health, safety and general welfare in respect to the facts listed in subsection C of this section.
2. If the community development director, as advised by the development review team, is unable to develop findings of fact in support of the criteria set forth in subsection C of this section, the application shall be denied.

E. Development standards.

The proposed grading, excavation, and structural development will not result in soil erosion, silting of lower slopes, slide damage, flooding, severe scarring or any other geological instability or fire hazard that would affect health, safety and general welfare. Disturbed slopes are planted with native or self-sufficient vegetation.

1. Design structures to fit into the hillside rather than altering the hillside to fit the structure.
 - a. Use retaining structures as an alternative to banks of cut and fill and design and site such structures to avoid adverse visual impact.
 - b. Consider "unconventional structures" that fit into the hillside, including:
 - i. Stilt houses;
 - ii. Reduced footprint design;
 - iii. Multiple "step-up" or "step-down" structures; or
 - iv. Structures with open foundations, if landscaping screens the underside area of the building.
 - c. Foundation types that are compatible with existing hillside conditions shall be used.
 - d. Standard prepared pads resulting in grading outside of the building footprint and driveway area shall not be permitted.
2. Development shall be sited on the least sensitive portion of the site to preserve the natural land forms, geological features and vegetation.
 - a. Design and locate structures so they fit into the contour of the hillside and relate to the form of the terrain.
 - b. Locate development to minimize disturbance of the sensitive area.
 - c. Minimize building coverage by using multi-level structures.
 - d. Cluster development away from natural drainage ways.
 - e. Avoid disturbance of major rock out-croppings, major trees, ridge lines, natural plant formations and known archaeological sites.
 - f. Development shall not overwhelm hillside vegetation to the extent that the natural character of the hillside is destroyed.
 - g. When appropriate, place structure as close to the street as possible to preserve the natural terrain. In some cases, this would require development on the steep portions to preserve the drainage ways or development on the flat portions to preserve the hillsides.
 - h. Avoid development encroachment into slope areas of 25 percent or more.
3. Design and site impervious surfaces to support the natural system of drainage and limit the amount of runoff.
 - a. Design drainage systems away from neighboring properties and into the existing water flow pattern.
 - b. Reduce width of street improvements, reduce sidewalk requirements, use common driveways and cluster units, if open space will thereby be preserved.
4. The site should be replanted with self-sufficient trees, shrubs and groundcover that are compatible with existing surrounding vegetation.
 - a. All manufactured slopes shall be planted with erosion control and self-sufficient plantings.
 - b. Transitional slopes shall be planted to enhance the blending between manufactured and natural slopes (See Item H.2.b. below for Transitional slopes).
 - c. Landscaping plans shall not require excessive irrigation.
5. In cases where cut and fill grading are required, the slopes shall avoid straight and unnatural slope faces.
 - a. All manufactured slopes shall be planted with erosion control and self-sufficient plantings.

- b. Transitional slopes shall be planted to enhance the blending between manufactured and natural slopes.
- F. The proposed development shall retain the visual quality of the site, aesthetic qualities of the area and the neighborhood characteristics by utilizing proper structural scale and character, varied architectural treatments and appropriate plant material.
1. Employ a variation in architectural design.
 - a. Design all required off-street parking spaces to be either under or over the structure, depending on whether the lot is uphill or downhill from the street.
 - b. Use deck areas, either on the roof of the parking area or the house, or extending from the house to reduce the amount of grading.
 - c. Employ zero-lot line developments if visual or open space qualities can be gained.
 - d. Vary the treatment of rooftops to avoid the monotony of materials, forms and colors. Rooftop utilities shall be avoided, except for solar-type improvements; any such improvements, however, shall be an integral part of roof design.
 2. Consider existing vegetation when landscaping the site.
 - a. Protect existing resources from being trampled or destroyed.
 - b. Keep new landscaping compatible with existing vegetation and the scenic character of the area.
 - c. Preserve the natural landscaped vegetation on slopes adjacent to natural drainage ways.
 3. Match scale and character of buildings with scale and character of terrain.
 - a. Keep the scale (height and bulk) of the structure compatible with the site and the neighborhood.
 - b. Irregular architectural edges shall be used to interlock structures with hillside contours and vegetation.
 - c. Discourage development patterns that form visually protruding horizontal bands or vertical bulk. A mixture of shapes subordinate and compatible with the site and area shall be achieved.
 - d. Avoid visible construction cuts and permanent scarring.
- G. The proposed development will result in minimum disturbance of sensitive areas.
1. Roadways shall not be parallel to one another to avoid a "shelving" effect. Roadways shall follow the natural contours to avoid excessive cut and fill and emphasize the existing hillside topography, existing significant trees, major rock outcroppings and other significant physical constraints.
 - a. Roadways shall follow the natural contours.
 - b. Reduce roadway width to minimize cut and fill.
 - c. When feasible, sidewalks should be on one side of the street only.
 - d. Encourage cul-de-sacs, loop streets and common driveways.
 - e. Route streets around trees and major rock outcroppings.
 2. Parking shall be unobtrusive and not cause additional grading.
 3. All utilities shall be placed underground.
 4. The development shall be designed to adapt to the natural hillside topography, terrain and vistas.
 - a. Keep development close to the street to minimize the need for long driveways.
 - b. When feasible, orient lots toward views and vistas at right angles to contour lines.

- c. Allow for different lot shapes and sizes with the prime determinant being the natural terrain. Encourage split pads in large development projects.
 - d. Allow for flag lots in areas where the available building area is limited by topography. Flag lots should be used if the end result is the preservation of topography by minimizing grading. Fifteen percent grade driveways or greater shall not be permitted.
 - e. The project design shall strive to preserve significant hillsides. Isolated pockets of 20 percent slopes or greater would not be necessarily classified as significant.
 - f. Encourage development on areas of the site and lot with less than a 20 percent natural grade.
5. Cluster development to emphasize and preserve the existing topography and conserve existing resources.
- a. Minimize coverage by using multi-story structures.
 - b. Identify all designated open space areas for preservation.
- H. Slopes shall be modified to the minimum extent, and in ways that reduce disruption of the natural grade.
1. Identify on the grading plan which slopes shall be landform graded and which shall be conventionally graded.
 - a. "Landform grading" shall mean a contour grading method that creates artificial slopes with curves and varying slope ratios on the horizontal plane designed to simulate the appearance of surrounding natural terrain. The concept of landform grading incorporates creating ravine and ridge shapes with protective drainage control systems and integrated landscaping design.
 - b. Slopes shall be landform graded, including slopes adjacent to scenic corridors, slopes subject to public view, slopes adjacent to open space areas and slopes internal to the project that may be significant to public view.
 2. On slopes where landform grading has been deemed appropriate, the required grading plans shall be designed to accomplish the following:
 - a. Curved Slopes. Linear slopes are to be avoided. Instead, cut and fill slopes shall have curved configurations that reflect as closely as possible the forms and shapes of surrounding topography. The toe and the top of the slope shall be curved in a concave and convex manner, respectively.
 - b. Transition with Natural Slopes. At the intersections of manufactured and natural slopes, abrupt angular intersections shall be avoided and contours shall be curved to blend with the natural slope.
 3. Use retaining structures when they significantly reduce grading or can eliminate long sliver cuts or refills.
 4. Design project to maximize public access to overlooks or open space areas.
 - a. Provide an easement between lots or near the end of streets or cul-de-sacs.
 - b. Designate public pathways to scenic vistas.

Section 2. – Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

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

Section 4. – Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS ____ DAY OF _____, 2012 and SIGNED INTO AUTHENTICATION THIS ____ DAY OF _____, 2012.

APPROVED:

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Margaret King, City Attorney

Laura Koenig, City Clerk

Introduction:

Final Action:

Posted:

Published: