

**CITY OF SULTAN  
COUNCIL MEETING – COMMUNITY CENTER  
May 23, 2013**

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

**CHANGES/ADDITIONS TO THE AGENDA**

**PRESENTATIONS**

1. Sheriff's Department – Recognition of John Cummings
2. State of Library Presentation – Jackie Personeus
3. Port to Pass – IPZ Update

**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. Animal Control
2. Planning Board Minutes
3. Public Works
4. Public Works Field Supervisor
5. Economic Development
6. Clean-up Day

**HEARINGS:**

1. Medical Marijuana/Collective Gardens – Continued moratorium

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

- 1) Approval of the May 9, 2013 Council Meeting Minutes
- 2) Approval of Vouchers

**ACTION ITEMS:**

1. 6<sup>th</sup> Street Waterline Engineering Contract with Blueline
2. Online Utility Tracking Software
3. Ordinance 1171-13 - Medical Marijuana/Collective Gardens
4. Round-about Sign – Quiring Monument Contract Revision

**DISCUSSION: Time Permitting**

1. Reese Park – Variance for Camping

**PUBLIC COMMENT ON AGENDA ITEMS ONLY**

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

**Executive Session:**

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

**ADA NOTICE:** City of Sultan Community Center is accessible. Accommodations for persons with disabilities will be provided upon request. Please make arrangements prior to the meeting by calling City Hall at 360-793-2231.

For additional information please contact the City at [cityhall@ci.sultan.wa.us](mailto:cityhall@ci.sultan.wa.us) or visit our web site at [www.ci.sultan.wa.us](http://www.ci.sultan.wa.us)

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** P 1

**DATE:** May 23, 2013

**SUBJECT:** Recognition of John Cummings  
Traffic Safety Commission Award

**CONTACT PERSON:** Rob Beidler, Police Chief

**ISSUE:**

The issue before the council is to present the Traffic Safety Commission Award to John Cummings.

**SUMMARY:**

Retired Deputy John Cummings is a City of Sultan resident. He worked for the Sheriff's Office for over 20 years and recently retired. He dedicated most of his professional life to traffic safety and the Commission has sent a letter and small token of their appreciation. We are formally recognizing him on May 23, 2013 in front of council.

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** P 2  
**DATE:** May 23, 2013  
**SUBJECT:** Annual Library Report  
**CONTACT PERSON:** Jackie Personeus, Sultan Library Branch Manager

**SUMMARY:**

Attached is the Sultan Library Annual Report.

**ATTACHMENTS:**

Sultan Library Annual Report

**SULTAN LIBRARY**

**ANNUAL REPORT**

**Council Meeting, MAY 2012**

Sultan Library is one of 21 libraries in the Sno-Isle Library District throughout Snohomish County and Island County. Sno-Isle also has a Library on Wheels Bookmobile that includes visits to Gold Bar and Index twice a month.

One of the major benefits of being a part of the Sno-Isle District comes when our customers know they may use any of our 21 libraries and may request any item to come here for them. In 2012 alone, Sno-Isle customers requested 2.5 million items!

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Sno-Isle continued to be a vital resource for customers in 2012...

For instance:

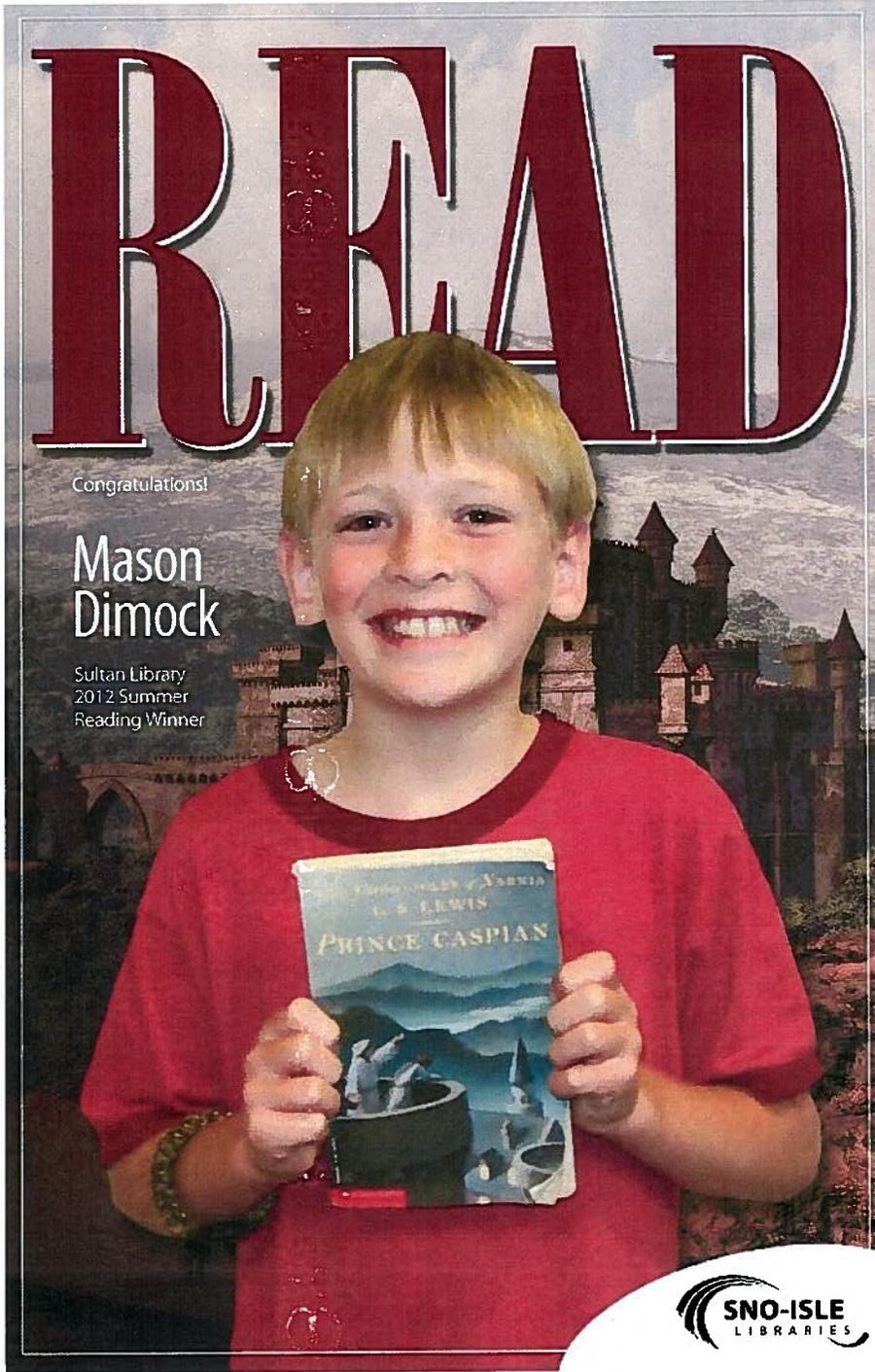
- 45 million clicks on our Sno-Isle homepage, catalog, databases, and other resources!
- 9.5 million items checked out
- 1.5 million customer searches done in Sno-Isle Licensed Databases

In 2012, Sultan customers checked out over 133,000 items. This was an increase of 11% from just 5 years ago. And the Sultan Library registered 500 new customers for library cards.

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A treasured tradition of the library is our summer reading program. Research proves that children who read over the summer retain vital skills, while children who don't read fall behind and start school having to regain their former reading level.

In 2012, we had 136 kids participate and set a reading goal. Our Grand Prize Winner won a cookie the size of his head and is featured on a poster in the library.



This year, the generous support from the Masonic Lodges throughout Snohomish and Island Counties will enable Sno-Isle to award two new bicycles in each of our 21 libraries! The Sultan Monroe Masonic Lodge was recently honored by the Monroe Chamber of Commerce with the Community Caring Award.



In 2012, Sultan Library **offered 15% more classes and events** and we **saw a 28% increase in attendance over 2011.**

**Some of those 2012 events were:**

- How to Download free library eBooks & eAudiobooks
- Hercules and the Golden Apple, performed by Last Leaf Theater Company 11 and Nov 8,
- Gingerbread House Sugar Creations and Holiday Card drop-in craft day
- Teen Day with Duct Tape Wallets, Win-It-In-A-Minute, and Bead Bracelets
- Self-Defense Skills for Teens
- Hands-On Henna
- Computers for Beginners: Setting Up a Free Email Account
- Librarians as Information Guides: Be an Informed Consumer
- A Snapshot in Time Photo Contest

How many visitors do you think all of these great classes and services brought through the doors in 2012? **Over 92,000!** This was a 10% increase from the previous year!

And **each** of those 92,000 customers has his or her own story of what the library means in their lives.

These customers find a wealth of resources and services at Sultan Library:

- 11 public computers, cardholders may print up to 70 pages of free printing every week
- A Notebook computer dedicated to use by Job Seekers
- An Early Learning iPad for Preschoolers to learn through play



- Free Wi-Fi with our new remote printing capability
- Free Downloadable eBooks, eAudiobooks, eMusic, eVideo, and eMagazines
- A self-serve FAX machine and copying machine,

- Homework and Reference assistance available in many ways:
  - in person,
  - on our toll-free phone line,
  - via email,
  - real-time live chat with a librarian,
  - free one-on-one online tutoring for students,
  - skills building tutorials,
  - free online writing critiques,
  - practice tests,
  - foreign language help
- And of course our books, magazines, cd's and dvds to bring home!

All of these services are enhanced by the work of the Friends of the Sultan Library:

The Friends of the Library generously support the programs and classes offered at the Library. A Book Sale & Bake Sale will be held this fall on September 21! The Friends do three large book sales a year---each time we see a huge turnout of members to do all the work so that community members have treasures to buy and enjoy. The Friends greatly appreciated the support of Safety Fair volunteers who promoted the recent May 11 Book & Bake Sale. A big thank you to Donna Murphy for her efforts to coordinate the partnership!

Last fall, with funds from the Friends of the Library, we purchased all new whimsical, colorful tables, seating, and carpets which transformed our children's area. They also support purchase of program supplies, such as those used in our monthly Lego Club afternoons:



The Sno-Isle Library District was formed in 1962, and Sultan Library joined Sno-Isle Library District on October 1, 1973. Sno-Isle celebrated our 50<sup>th</sup> birthday in 2012!

Last fall Mayor Eslick helped us usher in year 51 and our 10 year Time Capsule was sealed by the summer reading grand prize winner.

The Sultan Library has had a rich history in our community~and the library has been enriched by the citizens who have served as Library Board members, who we view truly as our "Community Ambassadors."

Current Sultan Library Board members are:

Margaret Biggs, Sharon Blais, Ole Carlson, Lucy Hitchcock, newly appointed Student Representative Kym Kenagy; and Glenrose Williams, who represents the Gold Bar Library Board.

We appreciate our the city/library connection through the work of City Council Liaison to the Library Board, Sarah Davenport-Smith, and her great support of library services.

We sincerely appreciate the continued enthusiastic support and usage from our community and the ongoing fruitful partnerships with community groups, the City of Sultan staff, the City Council, and our Mayor.

## SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

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ITEM NO: P 3  
DATE: May 23, 2013  
SUBJECT: Port-to-Pass IPZ Update  
CONTACT PERSON: Ken Walker, City Administrator *KW*

**ISSUE:**

The issue before the Council is to review the first Port-to-Pass Innovative Partnership Zone stakeholder's meeting of May 04, 2013.

**SUMMARY:**

The objective of the first stakeholder's meeting was the following:

- To develop a vision statement.
- To develop a mission statement.
- To develop values.

These three elements will provide the basis for the application.

Innovative Partnership Zone

Innovative Partnership Zone or IPZ is a designation by the commerce director to – “encourage and support research institutions, workforce training organizations, and globally competitive companies to work cooperatively in close geographic proximity to create commercially viable products and jobs.” RCW 43.330.270

The Recreation IPZ and Tourism feasibility study began roughly in November of 2011 when the City received a Department of Commerce notice for IPZ grants. Upon a initial review of the IPZ framework, consideration was given to have the Department of Commerce come and do a fact finding review of a recreation based IPZ. As an outcome of the Commerce meeting, city staff were encouraged to begin the process to form an IPZ. Following there were a couple of IPZ introduction meetings with US2 Chambers, Everett Community College, WorkSorce, Snohomish County and Community Leaders.

In June of 2012, the City of Sultan accepted Ted Jackson to work with staff as a volunteer/intern. Mr. Jackson's role was to facilitate a regional collabrative approach to structure a recreation based economic development project that clusters both manufacturing and tourism as a cohesive economic cycle. The concept is to take an “idea” from research and development to a product that is bought and used by destination recreationists. The basis of Port-to-Pass IPZ is to coordinate economic development from the Port of Everett to Stevens Pass.

### Port-to-Pass

This Port-to-Pass Eco-Dev project has become known and branded as the “Port-to-Pass” Innovation Zone. The name evolved from Sky Valley Recreation IPZ, to Port-2-Peak, “Port-to-Pass” Recreation & Adventure Development Zone, and finally the Port to Pass Innovation Zone. Initially a “Governance Group” was meeting roughly once a month. The Governance Group has evolved into the Stakeholders Group comprised of the cities of Snohomish, Monroe, Sultan, Gold Bar, and Sno-Co Economic Development and Tourism Bureau, Everett Community College, the Sky Valley Chamber, Monroe Chamber, Snohomish Chamber and numerous businesses.

### Governance Group

The original Governance Group introduced the recreation manufacturing and adventure tourism economic project to the business community on April 28, 2012 at the “Spring Recreation & Sportsman Expo”. The Recreation & Sportsman Business Expo was an opportunity for the Governance Group to market the Sky Valley to encourage businesses and manufacturing companies to consider the US2 corridor as a place to “centralize” their recreation industry. The Expo informed businesses of the infrastructure available both in recreation attractions, commercial buildings, the support of college, worksorce training and city services.

### Stakeholders Group

The cities of Monroe, Snohomish, and Sultan budgeted funds in 2013 to allow the Stakeholder Group to move forward with the IPZ application process. Representatives from Monroe, Snohomish, Sultan and Sno-Co Economic Development and Tourism Bureau reviewed Requests for Qualifications and selected former Senator Jim Kastama to develop the IPZ program and application in April 2013. The City of Monroe is providing \$10,000 to fund this action.

The initial Stakeholder’s meeting was held May 04, 2013 at Everett Community College. The results are outlined in the attached power point presentation. The next meeting to appoint the Steering Committee, create an executive level balanced scorecard, develop initiatives and begin drafting the application is scheduled for June 04, 2013 from 2:00 - 4:45 at Monroe City Hall.

## ATTACHMENTS

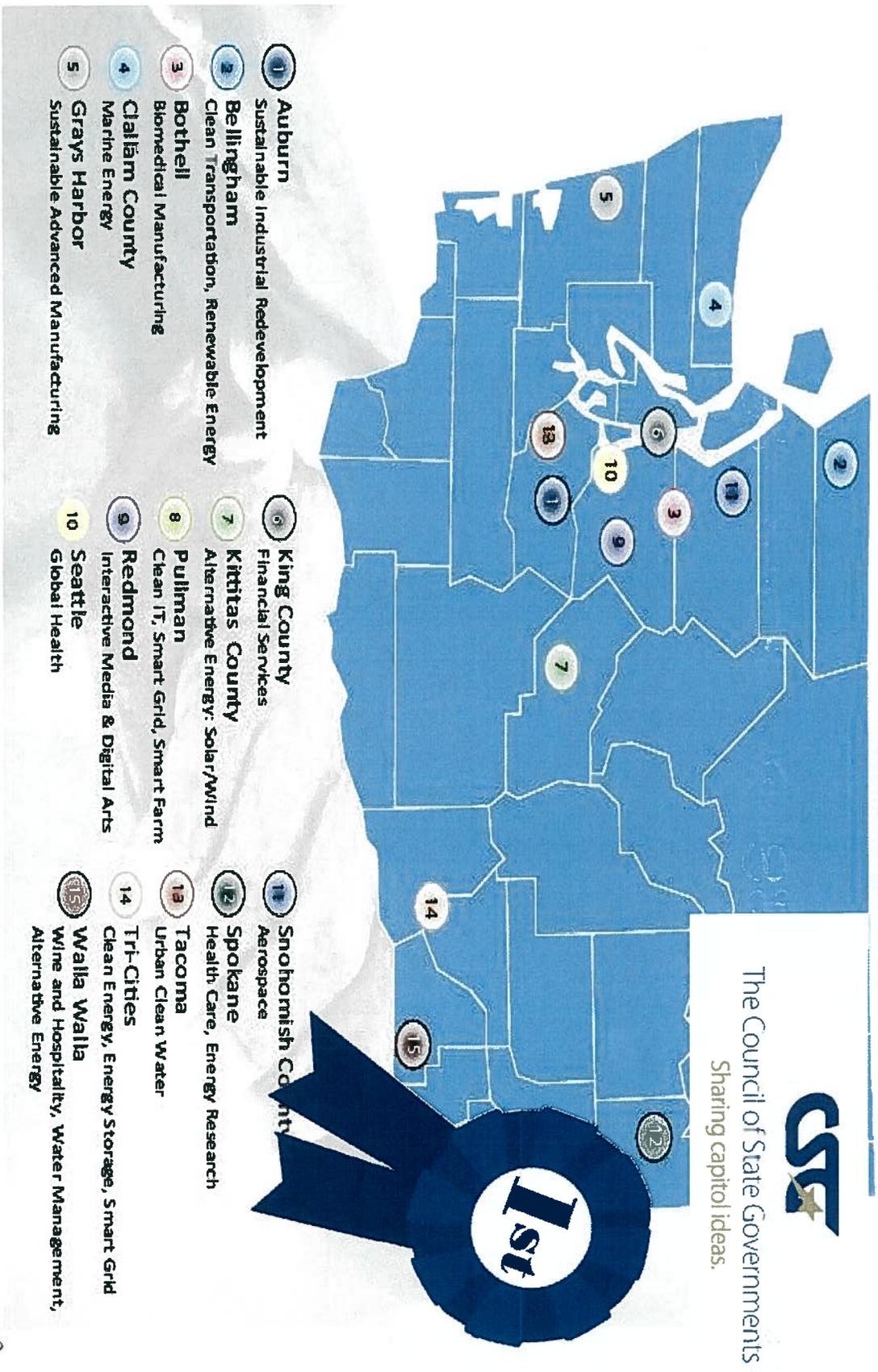
Power Point Stakeholder Meeting May 4, 2013

**Port-to-Pass Recreation  
Innovation Partnership Zone  
Stakeholder Meeting**

**May 4th, 2013**

**Monroe, Washington**

# 15 Innovation Partnership Zones

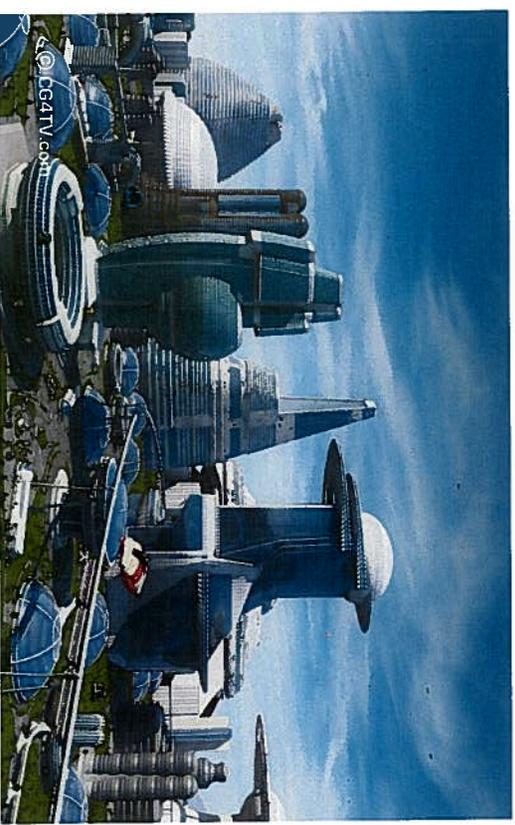


# Vision

Describes our future desired state, inspiring and compelling

How we will look in the future to

- Our citizens and customers
- Our staff
- Our stakeholders



# **Our Vision DRAFTS**

## **1. The root of innovation - the heart of global outdoor recreation**

**2. World class quality recreational product innovation.**

**3. Leading the outdoor recreation industry, connecting diverse partners for economic and environmental sustainability.**

**4. Harnessing collaborative partnerships to become the recognized hub of the outdoor recreation world.**

**5. The Heart of Recreation Innovation, Rooted in the Beautiful Northwest.**

# What is Mission Statement

**WHO:** Is who you are.

**WHAT:** Is the service you provide.

**WHY:** Is what you measure for success.

**FOR WHOM:** Is your customer.

# Mission Statement

The Mission of Port-to-Pass Innovation Zone is to leverage outdoor recreational assets, workforce, education, capital resources and the creation of technology, for sustainable development, testing, commercialization and marketing of products for the economic vitality of the partners.

# The Difference Between Vision, Mission and Values:

**Vision:** Future state of organization.

**Mission:** The WHO, WHAT, WHY, FOR WHOM.

**Values:** Describes HOW you will do your work.

# Vision

The Root of Innovation - the Heart of Global Outdoor Recreation

# Mission

The Mission of Port-to-Pass Innovation Zone is to leverage outdoor recreational assets, workforce, education, capital resources and the creation of technology, for sustainable development, testing, commercialization and marketing of products for the economic vitality of the partners.

# Values

Creativity & Innovation  
Teamwork  
Commitment  
Quality  
Recognition  
Courage  
Knowledge  
Integrity  
Effectiveness and Accountability

# Next Steps

- **Appoint Steering Committee.**
- **Create executive level Balanced Scorecard.**
- **Develop initiatives.**
- **Begin drafting application.**

**SULTAN CITY COUNCIL  
AGENDA COVER SHEET**

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**ITEM NO:** SR1

**DATE:** May 23, 2013

**SUBJECT:** Community Service Officer

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

KW

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

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

**BACKGROUND:**  
Current Update On Animal Control Program

**ATTACHMENT**

**Attachment A:** Community Service Officer Work log

	Sent to rescue	Euthanized	Dog at Large/ leash law violation calls	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA) Domestic and Wildlife	Animals Abandoned/ tied out	Aggressive Animal Complaints	Bite Dogs/Cats	Cruelty/Neglect Investigation Complaints	Cat Complaints and/or Calls	Other
January	0	0	10	4	0	0	0	0	0	1	0
February	0	0	9	1	0	0	0	0	0	5	1
March	0	0	9	4	0	4	0	0	0	0	4
April	0	0	9	8	0	6	1	1	1	3	2
May (13th)	1	0	8	0	1	3	0	2	0	0	0
June											
July											
August											
September											
October											
November											
December											
<b>Yearly Totals</b>											

Morning and Afternoon School and Park Patrols are performed every day the CSO is assigned to work.

**SULTAN CITY COUNCIL  
AGENDA COVER SHEET**

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**ITEM NO:** SR-2  
**DATE:** May 23, 2013  
**SUBJECT:** Planning Board Minutes  
**CONTACT PERSON:** Robert Martin, Community Development Director

*KW*

**ISSUE:**  
Transmitting Planning Board Minutes from April 2, 2013 meetings.

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

**ATTACHMENT A:** Planning Board Minutes of April 2, 2013

**ATTACHMENT A**  
**SULTAN PLANNING BOARD MINUTES**  
**April 2, 2013**

PLANNING BOARD MEMBERS PRESENT:

Frank Linth  
Janet Peterson  
Lucy Hitchcock  
Geoffrey Evans

STAFF PRESENT:

Robert Martin, Director

CALL TO ORDER:

Call to Order at 7:02p.m.

CHANGES TO THE AGENDA:

PLANNING BOARD MEMBER COMMENTS:

Ms. Peterson: None

Ms. Hitchcock: Had been concerned about resignations from the Board. Hopes that members will feel free to share ways to increase communication and improve meetings if they have any ideas. It is good to bring up issues and discuss them.

Mr. Evans: None

Mr. Linth: Mr. Knuckey resigned for personal reasons. He is doing well.

PUBLIC COMMENTS:

No public in attendance.

APPROVAL OF MINUTES:

Ms. Peterson moved to approve minutes as presented.

Mr. Evans second

All Ayes,

PUBLIC HEARING AND ACTION ITEMS:

DISCUSSION AND STUDY ITEMS:

D-1: Zoning Code Revision Process; 18.31 Development Review Team

Mr. Martin introduced the topic: Development Review Team is assumed in current code, but not codified. System currently operates as it is described in the proposed draft code Chapter 18.31.

Board had a brief discussion of the authorization and scope of activities of the Review Team.

It was suggested that the term "Substantive Change" as used in the draft language be addressed in the definitions chapter.

Mr. Martin said that this would be noted and included as requested.

The Board made a consensus determination to include the chapter in the Planning Board Draft of Title 18.

## D-2: Zoning Code Development: Chapter 18.32, Determination of Completeness

Mr. Martin introduced the topic. Determination of Completeness is a statutory provision requiring local jurisdictions to process discretionary applications in "reasonable" time lines. The first contact needs to be within 28 days of submittal of an application.

This draft chapter is written to implement the statutory requirements which protect both the applicant and the city by providing specific time lines for review, notification, response, and expiration of dormant applications.

Ms. Peterson asked about delivery of written responses from the city. Mr. Martin indicated that written response still generally means standard mail delivery, but it can be "in-hand" delivery as well.

The Board made a consensus determination to include the chapter in the Planning Board Draft of Title 18.

## D-3: Zoning Code Development: 18.138, Wireless Communication Facilities

Mr. Martin introduced the topic. This chapter provides development standards for a wide range of "wireless communication facilities" which is an industry term for cell towers, satellite dish receivers, radio broadcast towers, and other related facilities and equipment.

This code language is responsive to the Federal Telecommunications Act of 1996 which provides authorities and limitations for companies proposing to provide communication facilities.

The Board discussed the concept of nonconforming uses as related to telecom facilities, ie. if a signal is blocked by a new land use application, who is "in the right?" Should/can the code address that issue? Mr. Martin indicated that he would seek legal guidance on that issue. It is likely that there is case law on this question.

Mr. Evans asked about co-location rather than placing new towers. Mr. Martin indicated that this draft code is strongly in favor of co-location.

Ms. Hitchcock asked if receiver dishes are allowed in residential areas. Mr. Martin indicated that the standard 15+ home receiver dish is exempt from restrictions as indicated in 18.138.030 C. 2.

Mr. Linth indicated that the draft proposal is comprehensive and would have answered some issues when the Board was addressing the Public/Institutional Zone.

The Board agreed to move the draft chapter 18.138 to the Planning Board Draft of Title 18.

### FUTURE ACTIONS & NEXT MEETING:

- Mr. Linth discussed the upcoming Planning Short Course being hosted by the Sultan Planning Board. He has contacted other jurisdictions and has several positive returns on attendance. Mr. Martin asked if the board prefers taking the presenters to a restaurant or having pizza or sandwiches brought to City Hall. The Board preferred having a more interactive time with the presenters at City Hall prior to the program.
- Mr. Linth asked that the Table of Contents of the draft Title 18 be included in the next agenda packet so that the Board can look at completed and yet-to-be-completed work.

PLANNING BOARD MEMBER COMMENTS:

Ms. Hitchcock indicated that she had talked to the Mayor and City Administrator, and had developed an understanding that the Planning Board is focused on land use issues only. She said that she had argued against including "land use" in the Board's Mission Statement at the last meeting. She suggests that the term be included.

Mr. Martin said that it could be inserted as follows:

"The City of Sultan Planning Board's mission is to translate its knowledge of the community into recommendations on land use plans and codes..."

The Board concurred with this modification.

ADJOURNMENT:

Ms. Peterson moved to adjourn.

Mr. Evans seconded

All Ayes.

Adjourned at 8:35

## SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

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ITEM NO: SR – 3  
DATE: May 23, 2013  
SUBJECT: Public Works Monthly Report  
CONTACT PERSON: Mick Matheson, P.E., Public Works Director



**ISSUE:**

Provide monthly reports to Council regarding:

- City of Sultan Water Plant Production and Operation
- Everett Meter Readings
- 2013 Fire Hydrant Exercising Program
- 2013 Water Meter Replacement Program
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report

**SUMMARY:**

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

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

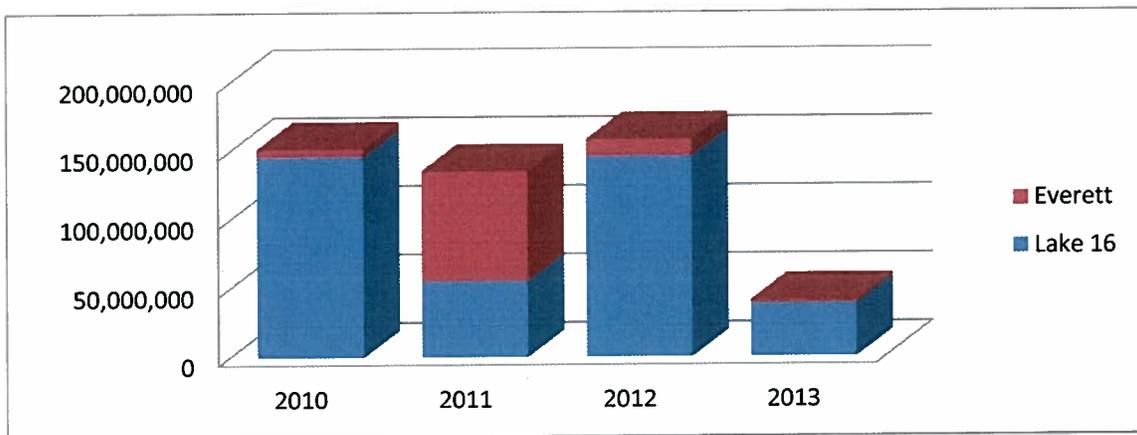
**ATTACHMENTS:**

Attachment A-1	Lake 16 vs. City of Everett Water Supply Comparison
Attachment A-2	Lake 16 Production for 2013
Attachment A-3	City of Sultan Water Plant Production Past 6 Years
Attachment A-4	Yearly Totals for Lake 16 Production
Attachment A-5	2013 Fire Hydrant Exercising Program
Attachment A-6	2013 Water Meter Replacement Schedule
Attachment A-7	Everett Meter Readings for 2013
Attachment A-8	City of Sultan Wastewater Treatment Plant Operational Report
Attachment A-9	Garbage Report
Attachment A-10	Recycling Report
Attachment A-11	Cemetery Report

# Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2010	2011	2012	2013
Lake 16	146,834,350	55,707,050	146,762,070	39,121,650
Everett	5,542,680	80,360,632	11,943,316	2,126,564
Total Gallons	152,377,030	136,067,682	158,705,386	41,248,214
% Everett	4%	59%	8%	5%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS
Jan-13	285.7	12,695,000	855,000	1,200,500	368,000	10,271,500	122	1.4	1,392	1,341	93.0
Feb-13	240.0	10,821,000	540,000	939,900	562,500	8,778,600	98	1.2	1,207	1,095	70.0
Mar-13	277.0	12,453,000	621,000	1,131,200	405,000	10,295,800	113.3	1.4	1,394	1,334	73.0
Apr-13	274.0	12,330,000	612,000	1,571,000	371,250	9,775,750	113	1.5	1,492	1,023	85.0
May-13						0					
Jun-13						0					
Jul-13						0					
Aug-13						0					
Sep-13						0					
Oct-13						0					
Nov-13						0					
Dec-13						0					
<b>TOTALS</b>	<b>1,076.7</b>	<b>48,299,000</b>	<b>2,628,000</b>	<b>4,842,600</b>	<b>1,706,750</b>	<b>39,121,650</b>	<b>446</b>	<b>5.5</b>	<b>5,485</b>	<b>4,793</b>	<b>321.0</b>
<b>AVERAGE</b>	<b>269.2</b>	<b>12,074,750</b>	<b>657,000</b>	<b>1,210,650</b>	<b>426,688</b>		<b>112</b>	<b>1.4</b>	<b>1,371</b>	<b>1,198</b>	<b>80.3</b>

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

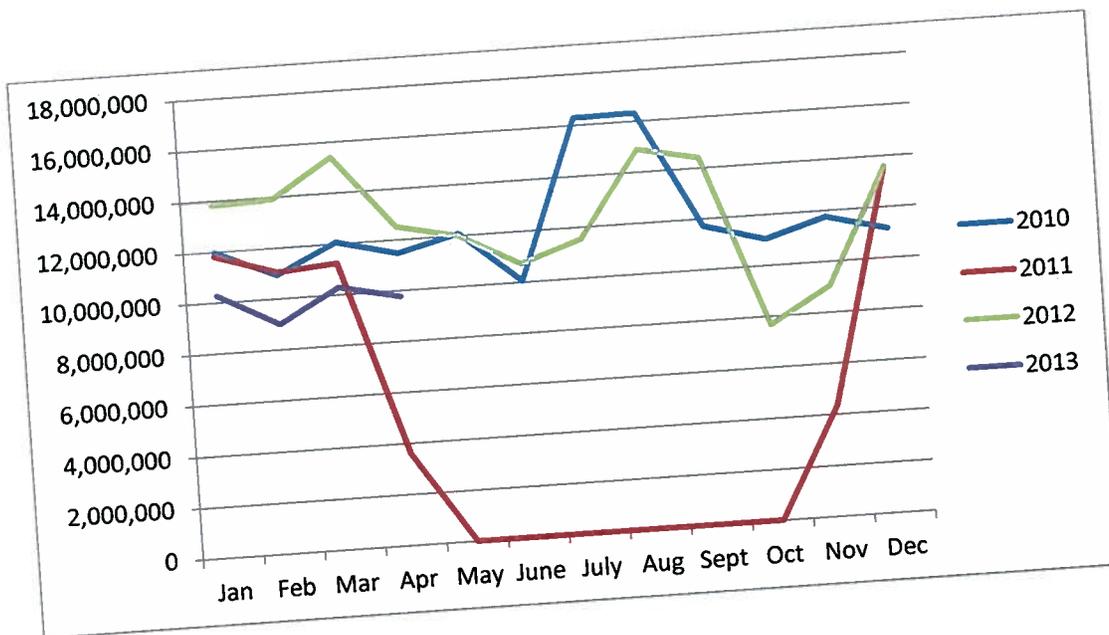
**CITY OF SULTAN**  
**Water Plant Production Past 6 years**

	<b>2008</b>	<b>2,009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
<b>JAN</b>	13,292,000	13,042,000	11,986,600	11,816,800	13,837,500	12,695,000
<b>FEB</b>	14,018,500	11,726,500	10,940,800	11,059,100	13,917,500	10,821,000
<b>MARCH</b>	14,354,500	11,707,750	12,070,300	11,246,150	15,413,700	12,453,000
<b>APRIL</b>	15,059,750	10,509,450	11,473,900	3,636,500	12,509,700	12,330,000
<b>MAY</b>	15,989,000	12,026,850	12,080,100	0	11,994,500	
<b>JUNE</b>	15,090,000	14,787,200	10,055,300	0	10,721,850	
<b>JUL</b>	18,865,000	19,943,900	16,291,400	0	11,536,100	
<b>AUG</b>	17,473,250	16,797,000	16,332,850	0	14,897,550	
<b>SEPT</b>	14,130,000	13,457,500	11,716,200	0	14,403,400	
<b>OCT</b>	12,511,300	10,360,700	11,049,000	0	7,669,000	
<b>NOV</b>	10,049,300	10,534,300	11,755,700	4,359,500	9,048,000	
<b>DEC</b>	14,314,000	12,921,100	11,397,000	13,589,000	10,813,600	
<b>AVG</b>	14,595,550	13,151,188	12,262,429	4,642,254	12,230,200	12,074,750
<b>TOTAL</b>	<b>175,146,600</b>	<b>157,814,250</b>	<b>147,149,150</b>	<b>55,707,050</b>	<b>146,762,400</b>	<b>48,299,000</b>

## YEARLY TOTALS FOR LAKE 16 PRODUCTION

	2010	2011	2012	2013
Jan	11,986,600	11,816,800	13,837,500	10,271,500
Feb	10,940,800	11,059,100	13,917,500	8,992,250
Mar	12,070,300	11,246,150	15,413,700	10,295,800
Apr	11,473,900	3,636,500	12,509,700	9,775,750
May	12,080,100	0	11,994,500	
June	10,055,300	0	10,721,850	
July	16,291,400	0	11,536,100	
Aug	16,332,850	0	14,897,550	
Sept	11,716,200	0	14,403,400	
Oct	11,049,000	0	7,669,000	
Nov	11,755,700	4,359,500	9,048,000	
Dec	11,159,200	13,589,000	13,589,000	
<b>TOTAL</b>	<b>146,911,350</b>	<b>55,707,050</b>	<b>149,537,800</b>	<b>39,335,300</b>
<b>AVG</b>	<b>12,242,613</b>	<b>4,642,254</b>	<b>12,461,483</b>	<b>9,833,825</b>

ALL NUMBERS ARE IN GALLONS



## 2013 FIRE HYDRANT EXERCISING SCHEDULE

Month-Year	Actual # of FH's Exercised	Program Goal	Remaining FH's at Month End
			233
Mar-13	42	24	191
Apr-13	32	40	159
May-13		40	
Jun-13		40	
Jul-13		40	
Aug-13		40	
Sep-13		9	
Oct-13		0	
Nov-13		0	
Dec-13		0	
TOTAL		233	

## 2013 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Jan-13	0		613
Feb-13	68	56	545
Mar-13	51	56	494
Apr-13	32	56	462
May-13		56	
Jun-13		56	
Jul-13		56	
Aug-13		56	
Sep-13		56	
Oct-13		55	
Nov-13		55	
Dec-13		55	
<b>TOTAL</b>		<b>613</b>	



**CITY OF SULTAN**  
Wastewater Treatment Plant  
Operational Report  
2012 - 2013

MONTH	Influent Flow (Max High allowed 0.72 MGD)				Total Rainfall Inches	Effluent PH (Range allowed 6.0 - 9.0)		Biological Oxygen Demand (Range allowed 85% to 100%)	Avg Suspended Solids (Range allowed 85% to 100%)	Sludge Wasted Gallons	Hauled Wet Tons
	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)		PH Low	PH High				
Jan-12	10,965	0.353	0.650	0.262	5.28	6.5	6.9	97.2	96.0	96,723	24.72
Feb-12	11,468	0.395	1.511	0.249	6.22	6.3	6.8	97.2	95.2	122,915	48.16
Mar-12	11,161	0.36	0.586	0.251	7.12	6.5	6.8	96.5	95.2	119,228	35.87
Apr-12	9,143	0.305	0.413	0.238	4.58	6.2	6.7	97.5	96.4	104,348	21.98
May-12	10,191	0.329	0.510	0.275	5.03	6.5	6.5	98.3	97.6	106,900	33.02
Jun-12	9,818	0.327	0.393	0.281	4.7	6.3	6.8	98.2	97.4	87,077	22.48
Jul-12	8,118	0.262	0.326	0.22	1.54	6.3	6.8	98.7	98.0	107,479	28.47
Aug-12	6,615	0.213	0.233	0.189	0	6.3	6.8	98.5	96.6	80,222	18.68
Sep-12	6,235	0.208	0.235	0.168	0.40	6.2	6.9	98.8	97.6	62,517	20.98
Oct-12	8,461	0.273	0.497	0.203	7.82	6.4	6.8	98.3	97.3	68,736	20.88
Nov-12	11,936	0.398	0.861	0.297	6.96	6.3	6.5	98.4	97.2	105,762	23.18
Dec-12	13,499	0.435	0.778	0.290	7.74	6.1	6.4	96.1	91.5	67,761	23.03

Jan-13	12,675	0.409	1.093	0.237	10.3	6.1	6.6	95.0	92.4	83,787	34.82
Feb-13	8,804	0.314	0.395	0.260	5.25	6.3	6.7	96.0	93.1	72,960	35.17
Mar-13	10,701	0.345	0.485	0.27	7.09	6.2	6.5	96.6	95.5	64,315	23.23
Apr-13	11,602	0.387	0.628	0.217	11.28	6.3	6.4	97.6	97.7	58,980	23.98
May-13											
Jun-13											
Jul-13											
Aug-13											
Sep-13											
Oct-13											
Nov-13											
Dec-13											

## 2013 GARBAGE REPORT

	2012 TONS	2012 COST	2013 TONS	2013 COST
January	130.73	\$13,732.00	141.21	\$14,830.00
February	132.41	\$13,911.00	130.45	\$13,702.00
March	160.53	\$16,861.00	140.42	\$14,750.00
April	146.87	\$15,431.00	148.68	\$15,613.00
May	144.69	\$15,202.00		
June	146.97	\$15,441.00		
July	144.48	\$15,181.00		
August	150.09	\$15,770.00		
September	167.22	\$17,567.00		
October	146.92	\$15,429.00		
November	174.61	\$18,337.00		
December	145.76	\$15,308.00		
<b>TOTALS</b>	<b>1,791.28</b>	<b>\$188,170.00</b>	<b>560.76</b>	<b>58,895.00</b>



**City of Sultan  
Tonnage**

<u>Sector</u>	<u>Commodity</u>	<u>Jan-13</u>	<u>Feb-13</u>	<u>Mar-13</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13</u>	<u>Jul-13</u>	<u>Aug-13</u>	<u>Sep-13</u>	<u>Oct-13</u>	<u>Nov-13</u>	<u>Dec-13</u>	<u>Total</u>
Commercial	Recycle	2.69	2.89	2.55	3.26	-	-	-	-	-	-	-	-	11.39
Multifamily	Recycle	2.68	2.30	2.56	3.26	-	-	-	-	-	-	-	-	10.80
Residential	Recycle	35.50	32.27	34.51	43.15	-	-	-	-	-	-	-	-	145.43
	<b>Total Recycle</b>	<b>40.87</b>	<b>37.46</b>	<b>39.62</b>	<b>49.67</b>	-	-	-	-	-	-	-	-	<b>167.62</b>
Commercial	Yardwaste	0.12	0.21	0.47	0.50	-	-	-	-	-	-	-	-	1.30
Multifamily	Yardwaste	1.74	3.01	6.82	5.95	-	-	-	-	-	-	-	-	17.52
Residential	Yardwaste	8.88	15.36	34.76	37.91	-	-	-	-	-	-	-	-	96.91
	<b>Total Yardwaste</b>	<b>10.74</b>	<b>18.58</b>	<b>42.05</b>	<b>44.36</b>	-	-	-	-	-	-	-	-	<b>115.73</b>

CEMETERY REPORT  
BURIALS

**103 Cemetery Operating Fund**

Description	2013 BUDGET	2013 ACTUAL
<b>Revenue</b>		
Beginning Balance	0	11,703
Cemetery Fees	25,000	3,368
Investment Interest	0	0
Total Resources	25,000	15,071
<b>Expenditures</b>		
Total Expenditures	738	10,251
Ending Fund Balance	266	4,820

Burials	YTD 2013
Ash	2
Full	4

**SULTAN CITY COUNCIL**  
**AGENDA ITEM COVER SHEET**

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**ITEM NO:** Staff Report – 4  
**DATE:** May 23, 2013  
**SUBJECT:** Public Works Projects-Update  
**CONTACT PERSON:** Connie Dunn, Public Works Field Supervisor Kw

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**ISSUE:**  
The Public Works projects list and status report from the Field Supervisor.

**SUMMARY:**

Wastewater Treatment Plant:

A new mixer was installed in the Oxidation Ditch. This replaced one of the original mixers that was failing. The WWTP Operators will be replacing the other mixer in 2014.

Parks:

On May 4, 2013, the city hosted a cleanup day for Sultan River Park and the surrounding area. This event is in preparation for the May events in the area of First Street and Main Street. Utility Worker Jason Strauss did an outstanding job of planning and managing the project.

Water Treatment Plant (WTP):

The public works staff is continuing to install electronic water meters and flush fire hydrants.

Mike Williams has completed the cross-connection back flow device testing for the city facilities.

The soda ash equipment installation is near completion with state approval pending.

Staff:

The mowing season has started. The one part-time seasonal worker, Denny Johannsen started work on May 13, 2013.

Garbage:

The annual Sultan Cleanup Day at the High School, hosted by the City of Sultan Garbage Fund was successful. Julie Addington is to be commended for her hard work and successful organization of the event.

SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET

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DATE: May 23, 2013

AGENDA ITEM: SR-5

SUBJECT: Economic Development Staff Report

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

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**ISSUE:**

The issue before the city council is to review the Economic Development Department staff report (Attachment A) for First Quarter, 2013.

**STAFF RECOMMENDATION:**

Review the City of Sultan Economic Development Department staff report.

**SUMMARY STATEMENT:**

Attached is the Staff Report from the City of Sultan Economic Development Department that identifies the activities for the First Quarter, 2013.

- Attachment A: Economic Development Staff Report
- Attachment B: Business Development Class Schedule
- Attachment C: Business License List as of May 1, 2013

*Donna Murphy*  
KW

# Economic Development Staff Report

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## Economic Development – First Quarter, 2013

### **BUSINESS EDUCATION**

- New Business Orientation – January 17, 2013
- Department of Revenue Tax Class for Businesses – February 7, 2013
- Seeds for Success – Part 1 – February 21, 2013
- Worksource – Interview Techniques – March 5, 2013
- Worksource Presentation to Council – State of the Economy in Snohomish County – March 28, 2013
- Business 101 – May 17, 2013



### **2013 BUSINESS SPOTLIGHTS:**

May 9, 2013          Divers Street Rods/NotchHead

### **ECONOMIC DEVELOPMENT PARTNERSHIPS AND EVENTS**

- Legislative Lobbying – January 21, 2013
- Working closely with the following businesses to provide assistance at their Grand Openings:
  - JD Slick Bar and Eatery
  - GROW Washington
  - Divers Hotrods NotchHead (Sultan Location)
  - Vick's Burgers
- Partnership with the Sky Valley Chamber of Commerce - Ongoing
- CITYWIDE PRIDE Volunteer Program – Ongoing
- Working with an Eagle Scout to repair Kiosk for placement Downtown Sultan
- Working with a local artist to provide a “Stop, Shop and Recharge” sign at the Electric Car Charging Station.
- Formation of an Innovative Partnership Zone (IPZ) from Port to Peak - Ongoing
- Sky Valley Recreation Tourism Partnership Projects:
  - Reiter Foothills Off Road Vehicle enthusiasts
  - Snohomish County's New “Steelhead Park”
  - Shooting Range Reconveyance
- Reiter Foothills SEPA – DNS Support
- Main Street Cleanup, preparing for Downtown Events – May 4, 2013
- Safety Fair At Sultan – May 11, 2013
- Northwest Grind Skateboard and Scooter Competition – May 18, 2013
- Boom Town – Working with the Chamber and recruiting community members to participate in this very specific method of Economic Development for small communities. \*Working with Snohomish County to open Steelhead Park for camping.
- Sultan Shootout – Working with a committee planning a 3 on 3 Basketball Tournament Downtown Sultan on September 7, 2013
- Celebrating Return of the Salmon – Working with a committee planning a festival in Osprey Park on September 28, 2013

**Business Licenses**

City Council reduced the license fee for a first time business to \$25 for the first year.

There are 167 business licenses in Sultan and 127 operating outside of Sultan for a total of 294 business licenses.



**Mayor Carolyn Eslick and  
Sky Valley Chamber of Commerce President, Brian Coppel  
2013 Business Development Schedule**

January 17th	New Business 101 Orientation	Chamber/Visitors Center	6:30PM—8:00PM
February 7	Dept of Revenue Tax Class	City Council Chambers	1:00PM—4:00PM
February 7	Seeds for Success—Part 1	Chamber/Visitors Center	6:30PM—8:30 AM
February 21	Seeds for Success—Part II	Chamber/Visitors Center	6:30PM—8:30 AM
March 5	Worksource— Interview Techniques	Chamber/Visitors Center	10:00AM— 12:00PM
March 28	Worksource—State of the Economy Presentation	City Council Meeting	7:00 PM
May 17	Business 101	<b>Grow</b> Washington-Sultan	8:00 AM –10:00 AM
May 31	Seeds for Success Part 1	<b>Grow</b> Washington-Sultan	8:00 AM—10:00 AM
June 7	Seeds for Success Part 2	<b>Grow</b> Washington-Sultan	8:00 AM—10:00 AM
June 12	PTAC—Jean Hale	Chamber/Visitors Center	9:00AM-11:30AM

319 Main Street  
PO Box 1199  
Sultan, WA 98294



Mayor Eslick:  
Phone: 425.327.2093  
Email: Carolyneslick1@msn.com

5/1/13

LE-Name	Firm-Name	Mail-Addr2	Mail-City	Mail-State	Mail-Zip	Phys-Addr1	Phys-Addr2	Phys-Addr3	Phys-City	Phys-State	Phys-Zip
DANETTE LUANN MAKI	A CUT ABOVE		SULTAN	WA	98294	519 MAIN ST			SULTAN	WA	98294
CHRISTOPHER JAMES	NIA.N.P. PRODUCTS		SULTAN	WA	98294	807 5TH DR			SULTAN	WA	98294
ABLE PROPERTY SERVICE	ABLE PROPERTY SERVICES, LLC		SULTAN	WA	98294	935 STEVENS AVE # 2			SULTAN	WA	98294
AMANDA RAE WALKER	ACCURATE BACKFLOW TESTING	COM SULTAN	SULTAN	WA	98294	35019 SULTAN STARTUP RD			SULTAN	WA	98294
ACES ELECTRICAL, LLC	ACES ELECTRICAL		SULTAN	WA	98294	404 BELL ST			SULTAN	WA	98294
ACTION JACKSON DRAIN	ACTION JACKSON DRAIN CLEANING	A EDMONDS WA	EDMONDS	WA	98026	23814 84TH AVE W			EDMONDS	WA	98026
ADT LLC	ADT LLC	PO BOX 811175	BOCA RATON	FL	33481	11824 N CREEK PKWY N STE 105			BOTHELL	WA	98011
TYCO INTEGRATED SECL	ADT SECUR	PO BOX 3042	BOCA RATON	FL	33431	11824 N CREEK PKWY N STE 105			BOTHELL	WA	98011
ADVANCED FIRE PROTEC	ADVANCED FIRE PROTECTION, INC.		WOODINVI	WA	98072	19738 144TH AVE NE			WOODINVI	WA	98072
ADVANCED INSTALLATI	ADVANCED INSTALLATIONS, INC.		LYNNWOOD	WA	98037	16504 HIGHWAY 99 STE 101			LYNNWOOD	WA	98037
PACIFIC COMMERCIAL	E AERO CONSTRUCTION		SNOHOMIE	WA	98291	3827 BICKFORD AVE			SNOHOMIE	WA	98290
DONNAKAY SHANNON	AFFORDABLE ASBESTOS AND MOLD	A SULTAN WA	SULTAN	WA	98294	609 9TH PL			SULTAN	WA	98294
JEFFREY P WIEDIGER	JR AFFORDABLE AUTO DETAILING		SULTAN	WA	98294	207 DATE AVE			SULTAN	WA	98294
AIDEN TATTOO	AIDEN TATTOO		SULTAN	WA	98294	616 HWY 2			SULTAN	WA	98294
ALDER STREET TOWNHC	ALDER STREET TOWNHOMES CONDO		SULTAN	WA	98294	1304 SKYWALL DR			SULTAN	WA	98294
ALEXANDER'S METALS,	ALEXANDER'S METALS, INC.		SULTAN	WA	98294	1127 E MAIN ST			SULTAN	WA	98294
HORECO, INC.	ALL POINTS	4332 CHENNAULT BEACH	MUKILTEO	WA	98275	4332 CHENNAULT BEACH RD			MUKILTEO	WA	98275
ALPEN LLC	ALPEN DRIVE-IN		SULTAN	WA	98294	36023 STATE ROUTE 2			SULTAN	WA	98294
ALPHA PEST CONTROL,	ALPHA ECOLOGICAL		VANCOUVE	WA	98684	1200 NE 112TH AVE			VANCOUVE	WA	98684
AMERICAN ADVISORS	G AMERICAN ADVISORS GROUP INC.		ORANGE	CA	92868	3800 W CHAPMAN AVE FL 3			ORANGE	CA	92868
AMIE PARR	AMIE PARR		SULTAN	WA	98294	1125 DYER RD			SULTAN	WA	98294
CORK ALLIANCE INC	ANTIGAL WINERY & ESTATES		DORAL	FL	33122	8356 NW 30TH TER			DORAL	FL	33122
APPLIED PROFESSIONAL	APPLIED PROFESSIONAL SERVICES, INI	NORTH BEI WA	NORTH BEI	WA	98045	43530 SE NORTH BEND WAY			NORTH BEI	WA	98045
AQUA REC, INC.	AQUA RECES SWIMMIN HOLE & FIRE	TACOMA WA	TACOMA	WA	98421	1407 PUYALLUP AVE			TACOMA	WA	98421
AQUA REC'S FIRESIDE	HIAQUA REC'S FIRESIDE HEARTH AND H	TACOMA WA	TACOMA	WA	98421	1407 PUYALLUP AVE			TACOMA	WA	98421
ARBORMETRICS SOLUTI	ARBORMETRICS SOLUTIONS, INC.	WILLOW G PA	WILLOW G	PA	19090	708 BLAIR MILL RD			WILLOW G	PA	19090
ARM SECURITY, INC.	ARM SECURITY, INC.		OREM	UT	84058	491 S 1325 W UNIT 3-4			OREM	UT	84058
AMERICAN OFFICE PRO	ASSOCIATED BUSINESS SYSTEMS		PORTLAND	OR	97224	7440 SW BONITA RD			PORTLAND	OR	97224
AVAYA INC.	AVAYA COI	PO BOX 616	BASKING R	NJ	07920	211 MOUNT AIRY RD			BASKING R	NJ	07920
HAD IRVING AVERY	AVERY AUTOMOTIVE		SULTAN	WA	98294	32615 CASCADE VIEW DR BLDG B			SULTAN	WA	98294
BARGREEN-ELLINGSON,	BARGREEN-ELLINGSON, INC.		FIFE	WA	98424	2925 70TH AVE E			FIFE	WA	98424
BARMON LUMBER, INC.	BARMON LUMBER, INC.		SULTAN	WA	98294	33109 SR #2			SULTAN	WA	98294
BBS FIREARMS & AMML	BBS FIREARMS & AMMUNITION LLC	LAKE STEVI WA	LAKE STEVI	WA	98258	403 W STEVENS AVE TRLR 7			SULTAN	WA	98294

GARY J BEACH	BEACH FAMILY RACING	SULTAN	WA	98294	1312 SKYWALL DR	SULTAN	WA	98294
BIG WEST EQUIPMENT, BIG WEST EQUIPMENT, INC.		SULTAN	WA	98294	32613 SR 2	SULTAN	WA	98294
WILLIAM (BILLY) LEE DE BILLY'S TOWING		SEATTLE	WA	98133	14029 INTERLAKE AVE N	SEATTLE	WA	98133
BILSTAD & COOPER LLC BILSTAD & COOPER LLC		SULTAN	WA	98294	32755 142ND ST SE	SULTAN	WA	98294
JOHN HOWARD BLACK BLACK KNIGHT TOWING		SULTAN	WA	98294	10608 333RD AVE SE	SULTAN	WA	98294
BMC WEST CORPORATI(BMC SELECT		BOISE	ID	83707	5210 E LAKE SAMMAMISH PKWY	ISSAQUAH	WA	98029
PAPE' MATERIAL HANDL BOBCAT W PO BOX 987		EUGENE	OR	97440	9892 40TH AVE S	SEATTLE	WA	98118
BOB'S HEATING & AIR C BOB'S HEATING & AIR CONDITIONING		KIRKLAND	WA	98034	13633 NE 126TH PL STE 350	KIRKLAND	WA	98034
ALIX NICOLE VORKAPIC(BOREALIS LEADS		SULTAN	WA	98294	1100 HIATT CT	SULTAN	WA	98294
BRYAN GLENN ROBERTS BRYAN'S YARD MAINTENANCE		SULTAN	WA	98294	704 SALMON RUN ST	SULTAN	WA	98294
BUBBA'S BAR & GRILL IN BUBBAS BAR & GRILL		GOLD BAR	WA	98251	924 STATE RT 2	SULTAN	WA	98294
BUDDOGG DISTRIBUTIN BUDDOGG DISTRIBUTING,LLC		SULTAN	WA	98294	1308 9TH ST	SULTAN	WA	98294
CASCADE FENCE, INC. CASCADE FENCE, INC.		SNOHOMIS	WA	98291	1209 FERGUSON PARK RD	SNOHOMIS	WA	98290
CHAS. H. BERESFORD CC CHAS. H. BERESFORD CO., INC.		SEATTLE	WA	98119	1829 10TH AVE W	SEATTLE	WA	98119
CHELSEA ANNE BLOOMICHelsea BLOOMBERG PIANO STUDIO		SULTAN	WA	98294	924 FIR AVE	SULTAN	WA	98294
CHERRY HILL ESTATES H CHERRY HILL ESTATES HKN, LLC		SULTAN	WA	98294	212 OLD OWEN RD	SULTAN	WA	98294
GB ENTERPRISES OF WA CLASSIC CLEAN UP & PEST CONTROL		MOUNT VEWA	WA	98273	1404 RIVERSIDE DR STE C	MOUNT VEWA	WA	98273
COASTAL COMMUNITY COASTAL COMMUNITY BANK		EVERETT	WA	98206	425 MAIN ST	SULTAN	WA	98294
BCI COCA-COLA BOTTLIN COCA COLA BOTTLING		BRANDON	FL	33510	1150 124TH AVE NE	BELLEVUE	WA	98005
COMCAST IP PHONE II, I COMCAST IP PHONE II, LLC		PHILADELPA	PA	19103	170 JOHN J KENNEDY BLVD	PHILADELPA	PA	
SULTAN LIQUOR AND C CONTRACT LIQUOR STORE #594/SULT		SULTAN	WA	98294	303 STEVENS AVE	SULTAN	WA	98294
DIONNE ELIZABETH MIL CONVERGENCE MASSAGE		SULTAN	WA	98294	1212 KESSLER DR	SULTAN	WA	98294
LINDA KAREN GLIDEWEI COZY CRACKER HOME DAYCARE		SULTAN	WA	98294	810 PINE ST	SULTAN	WA	98294
ROCHELLE WALELA BLA(CREEKSIDE FAMILY KARATE		SULTAN	WA	98294	1103 GOHR RD	SULTAN	WA	98294
CROSSWATER COMMUN(CROSSWATER COMMUNITY CHURCH		SULTAN	WA	98294	307 MAIN ST	SULTAN	WA	98294
DS WATERS OF AMERIC.CRYSTAL SF		500 ATLANTA	GA	30328	1313 PACIFIC DR	BURLINGT	WA	98233
CHRIS GENE SCHLEGEL CSR		SULTAN	WA	98294	16219 358TH AVE SE	SULTAN	WA	98294
CATHRYN C PERRY CUB FLYING SERVICES		SULTAN	WA	98294	14310 330TH AVE SE	SULTAN	WA	98294
DARLING INTERNATIONAL DARLING INTERNATIONAL, INC.		TACOMA	WA	98401	2041 MARC ST	TACOMA	WA	98421
DAVE'S ELECTRIC LLC DAVE'S ELECTIC		MONROE	WA	98272	606 MAY CREEK RD	GOLD BAR	WA	98251
HEIDI LYNN DAWSON DAWSON MORTGAGE SERVICES		SULTAN	WA	98294	1022 E KESSLER DR	SULTAN	WA	98294
DAY & NITE PLUMBING DAY & NITE PLUMBING & HEATING, IF		LYNNWOOD	WA	98037	16614 13TH AVE W	LYNNWOOD	WA	98037
DEVCON SECURITY SERV DEVCON SECURITY SERVICES CORP.		HOLLYWOOD	FL	33020	1508 O ST SW STE 101	AUBURN	WA	98001
GREGORY WAYNE LINDS DIMENSIONS CONSULTING		SULTAN	WA	98294	13865 BEECH CT	SULTAN	WA	98294

ROBERT KEENE DIXON	DIXON HOME IMPROVEMENT	SULTAN	WA	98294	205 BOWDEN LANE	SULTAN	WA	98294
DOCUFEEED TECHNOLOG	DOCUFEEED TECHNOLOGIES, INC	SULTAN	WA	98294	32533 CASCADE VIEW DR	SULTAN	WA	98294
DSL NORTHWEST INC.	DSL NORTHWEST INC.	KENT	WA	98032	21513 84TH AVE S	KENT	WA	98032
DSR FASTENERS, INC.	DSR FASTENERS, INC.	SULTAN	WA	98294	509 W STEVENS AVE	SULTAN	WA	98294
ELAVON, INC.	ELAVON IN 2 CONCOURSE PKWY NE S	ATLANTA	GA	30328	1 CONCOURSE PKWY NE STE 300	ATLANTA	GA	30328
ELITE PRINT AND MAIL	ELITE PRINT AND MAIL	WOODIN/VA	WA	98072	33103 138TH AVE NE	SULTAN	WA	98294
ELK LEASING INC.	ELK LEASING INC.	STARTUP	WA	98293	33675 SR 2	SULTAN	WA	98294
ELMER MAIDO RODRIG	ELMER'S EXPRESS DELIVERY	SULTAN	WA	98294	516 DATE AVE # A	SULTAN	WA	98294
SUSAN C SPONG	ELUSIVE IMAGE GALHRY	GOLD BAR	WA	98251	432 MAIN ST	SULTAN	WA	98294
EMERALD SERVICES, INC	EMERALD SERVICES, INC.	SEATTLE	WA	98108	7343 E MARGINAL WAY S	SEATTLE	WA	98108
ENCORE OILS, LLC	ENCORE OILS, LLC	SALEM	OR	97317	4034 W MARGINAL WAY SW	SEATTLE	WA	98106
ENRICHED DESIGNS, INC	ENRICHED DESIGNS, INC.	NEWCASTL	WA	98056	12920 SE 95TH WAY	NEWCASTL	WA	98056
ERIK WAYNE JOHNSON	EVERYTHING ART STUDIO	SULTAN	WA	98294	403 W STEVENS AVE # 2	SULTAN	WA	98294
FWH ACQUISITION COM	FAST WATER HEATER	KIRKLAND	WA	98034	12601 132ND AVE NE	KIRKLAND	WA	98034
JOSE GONZALEZ	FINISH LINE AUTOBODY PAINT & CUS	SULTAN	WA	98294	1124 E MAIN ST	SULTAN	WA	98294
FIRE SYSTEMS WEST, INI	FIRE SYSTEMS WEST	PACIFIC	WA	98047	206 FRONTAGE RD N STE C	PACIFIC	WA	98047
FIREARM ENGINEERING	FIREARM ENGINEERING DESIGN & UT	SULTAN	WA	98294	403 W STEVENS AVE # A-5	SULTAN	WA	98294
SCOTT ALAN HEINS	FIRST CALL ELECTRIC	EVERETT	WA	98201	1426 OAKS AVE	EVERETT	WA	98201
FIRST COMMUNICATION	FIRST COM 4301 W WILLIAM CANNON	AUSTIN	TX	78749	3340 W MARKET ST	FAIRLAWN	OH	44333
FLAT IRON GALLERY, INC	FLAT IRON GALLERY, INC.	SULTAN	WA	98295	405 MAIN ST	SULTAN	WA	98294
FOOLS GOLD PRODUCTI	FOOLS GOLD PRODUCTIONS	SULTAN	WA	98294	32522 132ND ST SE	SULTAN	WA	98294
SKY VALLEY AERIE #414	FRATERNAL ORDER OF EAGLES, SKY V	SULTAN	WA	98294	1112 E MAIN ST	SULTAN	WA	98294
G & S HEATING, COOLING & S	HEATING, COOLING & ELECTRIC	MONROE	WA	98272	500 E MAIN ST	MONROE	WA	98272
G-3 INC	G-3 INC	SULTAN	WA	98294	32522 132ND SE	SULTAN	WA	98294
KATHRYNE MARIE PAZ	GALAXY CHOCOLATES	SULTAN	WA	98294	501 MAIN ST	SULTAN	WA	98294
GATEWAY FUNDING DIV	GATEWAY FUNDING DIVERSIFIED MO	HORSHAM	PA	19044	300 WELSH RD BLDG 5	HORSHAM	PA	19044
GAYLORD INDUSTRIES, I	GAYLORD INDUSTRIES, INC.	KENT	WA	98032	18000 72ND AVE S STE 120	KENT	WA	98032
GLOBAL DEVELOPMENT	GDS GARAGE DOOR SERVICE CO.	SAN DIEGO	CA	92196	1621 CENTRAL AVE S STE 40	KENT	WA	98032
GIRANDOLA LLC	GIRANDOL 14419 GREENWOOD AVE	SEATTLE	WA	98133	11717 SHORELINE PARK DR NW	SEATTLE	WA	98177
GLO TAN LLC	GLO TAN	SULTAN	WA	98294	SULTAN PL 507 W STEVENS AVE S	SULTAN	WA	98294
GLORIA J REEDY	GLORIA JEANS'S BOOKKEEPING & TAX	SULTAN	WA	98294	803 5TH DR	SULTAN	WA	98294
GPK CONSTRUCTION, LL	GPK CONSTRUCTION LLC	LAKE STEVI	WA	98258	16410 84TH ST NE # D-188	LAKE STEVI	WA	98258
PATRICIA A FOUNTAIN	GRANDMA'S PLACE	STARTUP	WA	98293	14218 367TH AVE SE	STARTUP	WA	98293
GROW WASHINGTON	GROW WASHINGTON	SULTAN	WA	98294	320 MAIN ST	SULTAN	WA	98294

GUARDIAN SECURITY SY GUARDIAN SECURITY SYSTEMS, INC.	SEATTLE	WA	98134	1743 1ST AVE S	SEATTLE	WA	98134
H & R MECHANICAL SYS H & R MECHANICAL SYSTEMS, INC.	EVERETT	WA	98206	2407 38TH ST	EVERETT	WA	98201
HARBOR POINT EXCAVA HARBOR POINT EXCAVATING, LLC	GIG HARBC WA		98335	616 33RD AVENUE CT NW	GIG HARBC WA		98335
HAR-BRO OF WASHINGT HAR-BRO OF WASHINGTON, INC.	RENTON	WA	98057	1000 SW 3. 103	RENTON	WA	98057
HARMOSEN & ASSOCIATE HARMOSEN & ASSOCIATES, INC.	MONROE	WA	98272	16778 146TH ST SE STE 104	MONROE	WA	98272
HAY DUDES, LLC HAY DUDES	SULTAN	WA	98294	1113 KESSLER DR	SULTAN	WA	98294
SAMUAL WYNN OSTLER HEALTH AND LIVING ORIENTED	SULTAN	WA	98294	808 FIR AVE	SULTAN	WA	98294
HOME SAFETY RESEARC HOME SAFETY RESEARCH	AUBURN	WA	98002	1241 E MAIN ST	AUBURN	WA	98002
JEFF W WIKEL HOME TOWN CONTRACTORS	SULTAN	WA	98294	807 HIGH AVE	SULTAN	WA	98294
TORRI LYNN HOWARD IMAGES BY TORRI HOWARD	SULTAN	WA	98294	928 BRYANT RD	SULTAN	WA	98294
INDUSTRIAL FABRICATIC INDUSTRIAL FABRICATION CO.	SULTAN	WA	98294	14124 339TH AVE SE	SULTAN	WA	98294
INFRASOURCE CONSTR INFRASOURCE CONSTRUCTION, LLC	SEATTLE	WA	98133	13330 STONE AVE N	SEATTLE	WA	98133
JAMES DAVID SCHMITT INNOVATIVE CABINETWORKS	SULTAN	WA	98294	32615 CASCADE VIEW DR STE A3	SULTAN	WA	98294
INOV8 REAL ESTATE, INC INOV8 REAL ESTATE, INC.	SULTAN	WA	98294	1304 SKYWALL DR	SULTAN	WA	98294
EAST TEAK FINE HARDW INQA TEAK TRADING GROUP, INC.	DONALDS	SC	29638	33525 SR 2	SULTAN	WA	98294
JENNIFER DAWN WILLS INSPIRED INK TATTOO AND GALLERY	GOLD BAR	WA	98251	616 HIGHWAY 2	SULTAN	WA	98294
JAMES ANTHONY GROE INTEGRAL INSPECTIONS	SNOHOMIS WA		98296	8811 196TH ST SE	SNOHOMIS WA		98296
IRON GOAT NETWORKS IRON GOAT NETWORKS, LLC	SULTAN	WA	98294	307 W STEVENS AVE	SULTAN	WA	98294
IXTAPA SULTAN, INC. IXTAPA SULTAN	SULTAN	WA	98294	507 STATE RT 2	SULTAN	WA	98294
JACK ALLEN BRIDENSTIN J.B. GUNSMITHING	SULTAN	WA	98294	1209 KESSLER DR	SULTAN	WA	98294
JACQUELYN E'LOISE MIN JACQUEIE MINER WATERCOLORS	GOLD BAR	WA	98251	700 LINDA AVE	GOLD BAR	WA	98251
JANSEN INC. JANSEN INC	FERNDAL	WA	98248	2110 BUCHANAN LOOP STE 1	FERNDAL	WA	98248
JAZCO, INC JASCO STALLZ & A4ORDABLE BOOKKE ARLINGTOI WA	ARLINGTON WA		98223	32717 SULTAN BASIN RD	SULTAN	WA	98294
CRUSHER WELD SERVICIJD SLICKS	SULTAN	WA	98294	931 STEVENS AVE HWY 2	SULTAN	WA	98294
JEANNE FAY MACDICKEL JEANNE'S HAIR CHAIR	SULTAN	WA	98294	509 MAIN ST	SULTAN	WA	98294
CLYDE A JELINEK JELINEK MONUMENTS	SULTAN	WA	98294	111 6TH BOX 505	SULTAN	WA	98294
IANICE LYNN EVANS JENFT MOBILE HOME PARK	ARLINGTON WA		98223	940 STEVENS AVE	SULTAN	WA	98294
IIM FLOWER LLC JIM FLOWER LLC	SULTAN	WA	98294	14110 339TH AVE SE	SULTAN	WA	98294
IOANNA LOUISE MONGI JOANNA MONGER PHOTOGRAPHY	SULTAN	WA	98294	12202 TROUT FARM RD	SULTAN	WA	98294
OE HALL CONSTRUCTIC JOE HALL CONSTRUCTION, INC.	FIFE	WA	98424	1317 54TH AVE E	FIFE	WA	98424
OHANSEN MECHANICA JOHANSEN MECHANICAL	WOODINVI WA		98072	20109 144TH AVE NE	WOODINVI WA		98072
PB ESTATES LLC JPB ESTATES LLC	SNOHOMIS WA		98296	15928 357TH AVE SE	SULTAN	WA	98294
ERRY JOHN BRUERS JR'S EXCAVATING	SNOHOMIS WA		98296	9631 WOODS PL	SNOHOMIS WA		98296
K&R TOWING LLC K&R TOWING	SNOHOMIS WA		98290	32633 149TH ST SE	SULTAN	WA	98294

KATRINA MARIE MURPHY	SULTAN WA	98294	311 U.S. HWY 2	SULTAN WA	98294
KELLI ANN MOODY DETIKELLI'S NAILS	SULTAN WA	98294	403 W STEVENS UNIT # 4	SULTAN WA	98294
KEYHOLE SECURITY, INC KEYHOLE SECURITY, INC.	WENATCHI WA	98801	238 S WENATCHEE AVE	WENATCHI WA	98801
JENI MAY ZAFFRAM KIDDIE DEPOT	SULTAN WA	98294	878 SALMON RUN N	SULTAN WA	98294
LAKESIDE / TRI-STATE JC LAKESIDE / TRI-STATE JOINT VENTURE	ISSAQUAH WA	98027	6505 226TH PL SE STE 200	ISSAQUAH WA	98027
URIAN LEWIS ROBINSON LEWIS WOODWORKS	SULTAN WA	98294	925 4TH ST	SULTAN WA	98294
LIBERTY LANDSCAPING, LIBERTY LANDSCAPING, LLC	MONROE WA	98272	27407 FERN BLUFF RD	MONROE WA	98272
LIFEFORCE NATURAL HE LIFEFORCE NATURAL HEALING ALTERI	GOLD BAR WA	98251	519 1ST AVE W	GOLD BAR WA	98251
AMERIVISION COMMUN LIFELINE CC	2028 LONGWOOD FL	32750	999 WATERSIDE DR STE 1910	NORFOLK VA	23510
LOIS DAYLE CHRISTIANS LIL' BUG DAYCARE	SULTAN WA	98294	309 N PARK DR	SULTAN WA	98294
LINDSEY BETH COHEN LINDSEY'S LATTES	GOLD BAR WA	98251	914 STEVENS AVE	SULTAN WA	98294
LINEDRIVE STRIPING LLC LINEDRIVE STRIPING LLC	SULTAN WA	98294	802 PINE ST	SULTAN WA	98294
LEE MALCOLM NOBLE LMN CONSTRUCTION	REDMOND WA	98053	26021 NE 25TH ST	REDMOND WA	98053
LOGGER'S INN, INC. LOGGER'S INN	SULTAN WA	98294	215 MAIN ST	SULTAN WA	98294
LOPEZ BROTHERS CONS' LOPEZ BROTHERS CONSTRUCTION LLC	STARTUP WA	98293	33307 138TH ST SE	SULTAN WA	98294
M. A. CROWLEY & ASSO M. A. CROWLEY & ASSOCIATES, LLC	SULTAN WA	98294	717 GARDEN LN	SULTAN WA	98294
STAN L JIRAK MAJESTIC FIREWORKS	MONROE WA	98272	802 MAIN ST	SULTAN WA	98294
MAPLE VALLEY PLUMBII MAPLE VALLEY PLUMBING & PIPEWO	RAVENSDA WA	98051	31833 SE 291ST ST	RAVENSDA WA	98051
GAREY LEE MARKLEY MARKLEY ELECTRIC	SULTAN WA	98294	400 3RD ST	SULTAN WA	98294
MARSHALL ENTERPRISE: MARSHALL ENTERPRISES LLC	SULTAN WA	98294	406 BELL ST	SULTAN WA	98294
MASHELLE P NELSON MASHELLE'S NAIL SALON	SULTAN WA	98294	913 ELM ST	SULTAN WA	98294
DEN-TRI, CO. MCDONALI 16212 BOUTHELL-EVERET	MILL CREE WA	98012	33901 STATE RT 2	SULTAN WA	98294
MCLANE COMPANY, INC MCLANE NORTHWEST	LAKEWOOD WA	98496	9611 45TH AVE SW BLDG 4	LAKEWOOD WA	98499
MERIT MECHANICAL, IN MERIT MECHANICAL	REDMOND WA	98052	9630 153RD AVE NE	REDMOND WA	98052
MICHELLE LYNN SENTM MICHELLE'S HELPING HAND	SULTAN WA	98294	721 GARDEN LN	SULTAN WA	98294
MINI PHARMACY ENTER MINI PHARMACY	LOS ANGEL CA	90025	2425 PORTER ST	LOS ANGEL CA	90021
JENNIFER LEE WIRT MONROE FLORAL EAST	MONROE WA	98272	523 W STEVENS AVE	SULTAN WA	98294
MOUNTAINSIDE GROUP MOUNTAINSIDE STORAGE	SULTAN WA	98294	33329 STATE ROUTE 2	SULTAN WA	98294
SID TOOL CO., INC. D/B/ MSC INDUSTRIAL SUPPLY	MELVILLE NY	11747	3415 S 116TH ST STE 125	TUKWILA WA	98168
MULTIFAB, INC. MULTIFAB INC.	SPOKANE WA	99216	3808 N SULLIVAN RD BLDG 6	SPOKANE WA	99216
N C MACHINERY CO N C MACHINERY CO	SEATTLE WA	98124	17025 W VALLEY HWY	TUKWILA WA	98188
VALL COMMUNICATION NCI	BUCKLEY WA	98321	777 MAIN ST	BUCKLEY WA	98321
NEW CONCEPTS PROPEI NEW CONCEPTS PROPERTY MANAGEI	SULTAN WA	98294	805 STEVENS AVE	SULTAN WA	98294
HUAN GUANG HUO LEE NEW PEKING GARDEN RESTAURANT	SULTAN WA	98294	305 MAIN ST	SULTAN WA	98294

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KNS TRANSPORT	NICK LABRIE TRUCKING	DICKINSONND	58601	32493 142ND ST SE	SULTAN	WA	98254
NORDSTROM HEATING	NORDSTROM HEATING & AIR, INC.	MARYSVILL WA	98270	4717 87TH AVE NE	MARYSVILL WA	WA	98270
JAKE SHARPE	NORTH CASCADES NURSERY	SULTAN WA	98294	38511 STATE ROUTE 2	SULTAN WA	WA	98294
NORTHWEST EMC, INC.	NORTHWEST EMC, INC.	HILLSBORCOR	97124	14128 339TH AVE SE	SULTAN WA	WA	98294
NORTHWEST GUN SHOW	NORTHWEST GUN SHOWS, LLC	SULTAN WA	98294	403 W STEVENS AVE TRLR 5	SULTAN WA	WA	98294
NORTHWEST PK SOLUTI	NORTHWEST PK SOLUTIONS	SULTAN WA	98294	36229 160TH ST SE	SULTAN WA	WA	98294
NRC ENVIRONMENTAL	NRC ENVIRONMENTAL SERVICES INC.	SEATTLE WA	98108	9520 10TH AVE S STE 150	SEATTLE WA	WA	98108
OASIS HOLDINGS, LLC	OASIS HOLDINGS, LLC	SULTAN WA	98294	900 DYER RD	SULTAN WA	WA	98294
OLD SCHOOL HONDA	LL OLD SCHOOL HONDA LLC	MONROE WA	98272	907 4TH ST	SULTAN WA	WA	98294
JEANNIE MARIE MAURE	OLIVE TREE BOTANICALS	SULTAN WA	98294	915 FIR AVE	SULTAN WA	WA	98294
ORBIT MEDICAL OF INDI	ORBIT MEDICAL OF INDIANA INC.	INDIANAPC IN	46250	9402 UPTOWN DR STE 800	INDIANAPC IN	IN	46256
MELINDA MICHELLE	WE OUT FOR A WALK	SULTAN WA	98294	1121 LOVES HILL DR	SULTAN WA	WA	98294
ERIC DEAN DOMINICK	P.E.C.K. PLUMBING & CONSTRUCTION	SULTAN WA	98294	32432 137TH PL SE	SULTAN WA	WA	98294
JOCELYN RAEANN STECI	P.S.C.U.	SULTAN WA	98294	30232 131ST PL SE	SULTAN WA	WA	98294
PACE ENGINEERS, INC.	PACE ENGINEERS, INC.	KIRKLAND WA	98033	11255 KIRKLAND WAY STE 300	KIRKLAND WA	WA	98033
SHEA EDWARDS FURNIT	PACIFIC BAY WOODDESIGN	SULTAN WA	98294	32615 CASCADE VIEW DR STE A-1	SULTAN WA	WA	98294
PACIFIC NORTHWEST CC	PACIFIC NORTHWEST CONSTRUCTION	SULTAN WA	98294	12822 307TH AVE SE	SULTAN WA	WA	98294
PACKSIZE LLC	PACKSIZE LLC	SALT LAKE UT	84121	6440 S WASATCH BLVD STE 305	SALT LAKE UT	UT	84121
PAMELA JEAN OLSON	PAM'S PLACE HAIR CARE STUDIO	STARTUP WA	98293	207 1/2 5TH ST	SULTAN WA	WA	98294
JORDAN C OTTOW	PANTHER BACKFLOW TESTING	MONROE WA	98272	17155 CAMBRIDGE ST SE	MONROE WA	WA	98272
GREGORY KEVIN PARHA	PARHAM BUSINESS GROUP	SULTAN WA	98294	13917 DOGWOOD CT	SULTAN WA	WA	98294
PENHALL COMPANY	PENHALL C 1801 W PENHALL WAY	ANAHEIM CA	92801	11001 E MARGINAL WAYS	TUKWILA WA	WA	98168
PERMA-BILT INDUSTRIE	PERMA-BILT INDUSTRIES, INC	LYNNWOOD WA	98037	16521 HIGHWAY 99 STE C	LYNNWOOD WA	WA	98037
JAMES ALLEN STILES	PHOTOGRAPHY BY JIM STILES	SULTAN WA	98294	205 SKYWALL DR	SULTAN WA	WA	98294
SAMUEL JAMES PINSON	PINSON LINGUISTIC SERVICES	SULTAN WA	98294	1013 KESSLER DR	SULTAN WA	WA	98294
PIONEER CABLE CONTR	PIONEER CABLE CONTRACTORS, INC.	EVERETT WA	98213	10819 AIRPORT RD	EVERETT WA	WA	98204
POTELCO, INC.	POTELCO, INC.	SUMNER WA	98390	14103 STEWART RD	SUMNER WA	WA	98390
POWERSCREEN OF WAS	POWERSCREEN OF WASHINGTON, INC	SEATTLE WA	98108	32613 SR 2	SULTAN WA	WA	98294
PSF MECHANICAL, INC.	PSF MECHANICAL, INC.	SEATTLE WA	98108	9322 14TH AVE S	SEATTLE WA	WA	98108
/12, INC	PURCLEAN DISASTER SERVICES	EVERETT WA	98201	3728 RUCKER AVE	EVERETT WA	WA	98201
QUALITY FENCE BUILDE	QUALITY FENCE BUILDERS, INC.	AUBURN WA	98071	214 21ST ST SE	AUBURN WA	WA	98002
RANDALL DALE MILLS	RANDALL MILLS DESIGN	SULTAN WA	98294	940 LOVES HILL DR	SULTAN WA	WA	98294
REID MIDDLETON, INC.	REID MIDDLETON INC	EVERETT WA	98204	728 134TH ST SW	EVERETT WA	WA	98204
RESTAURANT TECHNOL	RESTAURANT TECHNOLOGIES INC.	MENDOTA MN	55120	7326 26TH STE	FIFE WA	WA	98424

RICHARD LAWRENCE THRU CUSTOMS	STARTUP	WA	98293	12012 KELLOGG LAKE RD	SULTAN	WA	98294
JOHN H WILLIAMS	SULTAN	WA	98294	52826 INDEX GALENA RD	INDEX	WA	98251
RICHARD F RODE	MOUNT VE	WA	98274	18304 S WESTVIEW RD	MOUNT VE	WA	98274
RODEO ESPRESSO INC	BELLINGHA	WA	98226	725 W STEVENS AVE	SULTAN	WA	98294
ROMAC INDUSTRIES, IN ROMAC INDUSTRIES, INC.	BOTHELL	WA	98021	125 FOUNDRY DR	SULTAN	WA	98294
SULTAN SAHARA PIZZA SAHARA PIZZA	SULTAN	WA	98294	613 STEVENS AVE	SULTAN	WA	98294
LAURA LEE FLOHR-ESTE SALON LAURA	GOLD BAR	WA	98251	403 W STEVENS AVE	SULTAN	WA	98294
SDS MUNICIPAL CONSU SDS MUNICIPAL CONSULTING LLC	SULTAN	WA	98294	317 AMBERWOOD CIR	SULTAN	WA	98294
SEACOMM ERECTORS, II SEACOMM ERECTORS, INC.	SULTAN	WA	98294	32527 STATE ROUTE 2	SULTAN	WA	98294
SEAHURST ELECTRIC, IN SEAHURST ELECTRIC, INC.	EVERETT	WA	98201	2915 CHESTNUT ST	SULTAN	WA	98294
DOLAN NORTHWEST, LL SEATTLE LIGHTING FIXTURE COMPAN	PORTLAND	OR	97209	1919 NW 19TH AVE	EVERETT	WA	98201
SEATTLE TOOL & SUPPL SEATTLE TOOL & SUPPLY CO INC	SULTAN	WA	98294	716 MAIN ST	PORTLAND	OR	97209
SECURITY VAULT WORK SECURITY VAULT WORKS, INC.	SULTAN	WA	20707	122 LAFAYETTE AVE	SULTAN	WA	98294
SEFNCO COMMUNICATI SEFNCO COMMUNICATIONS, INC.	LAUREL	MD	98390	4610 TACOMA AVE	LAUREL	MD	20707
GEORGE A SCHMAUS JR SHANNON HEIGHTS HEATING	SUMNER	WA	98223	18933 59TH AVE NE SPC 107	SUMNER	WA	98390
SHOOPS LIQUID LAWN ( SHOOPS LIQUID LAWN CARE LLC	ARLINGTON	WA	98290	3726 87TH AVE SE	ARLINGTON	WA	98223
SIPS OF SULTAN LLC SIPS OF SULTAN	SNOHOMIS	WA	98294	33902 STATE ROUTE 2	SNOHOMIS	WA	98290
SURETY INSURANCE REF SIR CONSTI	SULTAN	WA	98294	12230 227TH AVE SE	SULTAN	WA	98294
SKY RIVER EQUESTRIAN SKY RIVER EQUESTRIAN CENTER, LLC	561 MONROE	WA	98272	15729 365TH AVE SE	MONROE	WA	98272
SKY RIVER NATUROPATHI SKY RIVER NATURAL HEALTH CENTER	SULTAN	WA	98294	33405 STEVENS AVE	SULTAN	WA	98294
IERDEN ENTERPRISES IN SKY VALLEY AUTOMOTIVE	SULTAN	WA	98294	609 MAIN	SULTAN	WA	98294
RITA MACDONALD SKY VALLEY CHILDCARE	SULTAN	WA	98294	603 7TH ST	SULTAN	WA	98294
ARINA BETH FULCHER SKY VALLEY ENTERPRISES	SULTAN	WA	98294	204 10TH ST	SULTAN	WA	98294
SKY VALLEY EXCAVATIO SKY VALLEY EXCAVATION & ROCKERIE	SULTAN	WA	98294	36518 146TH ST SE	SULTAN	WA	98294
SKY VALLEY FAMILY MEI SKY VALLEY FAMILY MEDICINE, P.S.	SULTAN	WA	98294	615 W STEVENS	STARTUP	WA	98293
KEVIN EDWARD JOHN SC SKY VALLEY INSURANCE	SULTAN	WA	98294	403 W STEVENS AVE # 3	SULTAN	WA	98294
SKY VALLEY OUTDOORS. SKY VALLEY OUTDOORS, LLC	GOLD BAR	WA	98251	17102 408TH AVE SE	SULTAN	WA	98294
SKY VALLEY SERVICES, LISKY VALLEY SERVICES, LLC	REDMOND	WA	98073	1120 E STEVENS UNIT # 11	GOLD BAR	WA	98251
DAVID LESTER TURNER SKY VALLEY TRASH REMOVAL	SULTAN	WA	98294	516 STEVENS AVE	SULTAN	WA	98294
SNOHOMISH ENERGY SE SNOHOMISH ENERGY SERVICES LLC	SULTAN	WA	98290	602 MAPLE AVE BLDG B-B	SULTAN	WA	98294
OLAVEI LLC SOLAVEI LLC	SNOHOMIS	WA	98290	10500 NE 8TH ST STE 1300	SNOHOMIS	WA	98290
OLUTIONZ INC. SOLUTIONZ, INC	BELLEVUE	WA	98004	1016 WILDWOOD ST	BELLEVUE	WA	98004
TEVEN R WOOD SOUND ENERGY SOLUTIONS	SULTAN	WA	98294	30802 SWEDE HEAVEN RD	SULTAN	WA	98294
PECIALTY FOUNDRY PR SPECIALTY FOUNDRY PRODUCTS, INC. BESSEMER AL	ARLINGTON	WA	98223	1130 RAIMUND MUSCODA RD	ARLINGTON	WA	98223
	BESSEMER	AL	35020		BESSEMER	AL	35020



PROPERTY OWNER	PROPERTY ADDRESS	CITY	STATE	ZIP	PROPERTY TYPE
SERENA R EVERTS	SRE PROPERTIES	SULTAN	WA	98294	207 DATE AVE
STANLEY ROOFING CO	STANLEY ROOFING COMPANY	WOODINVI	WA	98072	19710 144TH AVE NE
STATE ROOFING, INC.	STATE ROOFING, INC.	MONROE	WA	98272	431 N KELSEY ST
STOUDER GENERAL CON	STOUDER GENERAL CONSTRUCTION L	FERNDAL	WA	98248	3381 BROWN RD
STRIPE RITE, INC.	STRIPE RITE, INC.	SUMNER	WA	98390	1813 137TH AVE E
MR. MUFFINS LLC	SUB SHOP	MONROE	WA	98272	507 W STEVENS AVE # C
AG SUPPLY COMPANY C	SULTAN ACE HARDWARE	WENATCHI	WA	98807	207 STATE RT 2
P.B.K. WASHINGTON LL	SULTAN ARCO	KIRKLAND	WA	98033	34135 STATE RT 2
SULTAN BAKERY, INC.	SULTAN BAKERY, INC.	SULTAN	WA	98294	711 STEVENS AVE
MANN GROUP LLC	SULTAN CHEVRON	GOLD BAR	WA	98251	725 W STEVENS AVE
SULTAN CHIROPRACTIC	SULTAN CHIROPRACTIC CENTER PS	SULTAN	WA	98294	311 US HWY 2
GAYLE ANN CLAFFEY	SULTAN INSURANCE	SULTAN	WA	98294	801 MAIN ST
SULTAN LAUNDRY CENT	SULTAN LAUNDRY CENTER	SULTAN	WA	98294	515 W STEVENS HWY
NHSH, INC.	SULTAN M, 2340 130TH AVE NE # D2C	BELLEVEU	WA	98005	507 STEVENS AVE #G&H
ROBERT B GRAHAM	SULTAN MINI STORAGE	SULTAN	WA	98294	118 FOUNDRY DR
GREGORY A HOVANDER	SULTAN PHARMACY & NATURAL CAR	SULTAN	WA	98294	505 W STEVENS AVE
SULTAN RED APPLE, INC	SULTAN RED APPLE MARKET	SULTAN	WA	98294	807 STEVENS AVE W
SULTAN SPORTS ASSOCI	SULTAN SPORTSMEN'S CLUB	SULTAN	WA	98294	14424 SULTAN BASIN RD
SULTAN VETERINARY CL	SULTAN VETERINARY CLINIC, INC., P.S	SULTAN	WA	98294	207 SR 2 STE D
SUMMIT REHABILITATIC	SUMMIT RI 5962 LA PLACE CT # 170	CARLSBAD	CA	92008	507 SR 2 STE E
SUSAN J FRANZ	SUSAN FRANZ BOOKKEEPING SERVICE	SULTAN	WA	98294	311 DATE AVE
MICHAEL JAMES INMAN	SWEET BOBBINS	SULTAN	WA	98294	1013 WILLOW DR
ARRY DONALD HOBBS	TAIL-ART	SULTAN	WA	98294	208 WOODWIND PL
TDS PLUMBING LLC	TDS PLUMBING 13300 BOTHELL EVERETT I	MILL CREEK	WA	98012	12424 48TH DR SE
FINCH CALVIN ARAKAW	TEE SHIRTS OF NEVADA	SULTAN	WA	98294	209 N PARK DR
TETRA TECH CONSTRUC	TETRA TECH CONSTRUCTION, INC.	DENVER	CO	80239	24115 WOODINVILLE SNOHOMISH
THE BILLING RESOURCE	THE BILLING RESOURCE LLC	ROSWELL	GA	30076	302 ENZO DR STE 162
VAZ PARTNERS INC	THE PASTIME PUB	SULTAN	WA	98294	107 5TH STREET
DIANA LYNN LUCAS	THE PLAID TOAD	SULTAN	WA	98294	1317 SKYWALL DR
THE S. MORRIS CO.	THE S. MORRIS CO.	SEATTLE	WA	98139	32819 SR 2
JELLY RENE HOYT	THRIFTY 4 YOU	SULTAN	WA	98294	303 MAIN ST
TIENDA Y PANADERIA L	TIENDA Y PANADERIA LA ADELITA	SULTAN	WA	98294	409 MAIN STREET
TIMBERLINE VILLAGE, I	TIMBERLINE VILLAGE	SNOHOMIS	WA	98296	307 8TH ST
JANETTE LOUISE WHYB	TOOLS OF CREATION	SULTAN	WA	98294	308 2ND ST

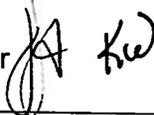
DANIEL PORRAS	TOPICAL-WAY	98294	SULTAN WA	1121 MEREALN	98294	SULTAN WA
TREEPLE PEOPLE LLC	TREEPLE PEOPLE	98294	SULTAN WA	35605 158TH ST SE	98294	SULTAN WA
TUBE ART DISPLAYS, INC	TUBE ART DISPLAYS, INC.	98005	BELLEVUE WA	11715 SE 5TH ST	98005	BELLEVUE WA
TWIN CITY PLUMBING & TWIN CITY		98292	201 STANWOOD WA	17623 MARINE DR	98292	STANWOOD WA
TWO & 1/2 MEN BBQ L TWO & 1/2 MEN BBQ LLC		98294	SULTAN WA	12913 311TH AVE SE	98294	SULTAN WA
UNIFIED GROCERS, INC.	UNIFIED GF 5200 SHEILA ST	90040	COMMERCIA	3301 S NORFOLK ST	98118	SEATTLE WA
UTILITY TECHNOLOGIES, UTILITY TECHNOLOGIES, INC.		98072	WOODINVI WA	18612 142ND AVE NE	98072	WOODINVI WA
VALUE-ADDED COMMU VALUE-ADDED COMMUNICATIONS	MOBILE AL	36607	MOBILE AL	16500 177TH AVE SE	98272	MONROE WA
VAN OVERBEKE CONSTF VAN OVERBEKE CONSTRUCTION, INC.	SNOHOMIS WA	98291	SNOHOMIS WA	6722 61ST PL NE	98270	MARYSVILL WA
VICK'S BURGER SHACK, VICK'S BURGER SHACK, LLC	GOLD BAR WA	98251	GOLD BAR WA	930 STEVENS AVE	98294	SULTAN WA
VIVINT, INC.	VIVINT, INC.	84604	PROVO UT	4931 N 300 W	84604	PROVO UT
WACO INDUSTRIAL COA WACO INC		98294	SULTAN WA	32518 149TH ST SE	98294	SULTAN WA
WALKING Y FENCING, IN WALKING Y FENCING, INC.		98251	GOLD BAR WA	15525 419TH AVE SE	98251	GOLD BAR WA
WASHINGTON ENERGY : WASHINGTON ENERGY SERVICES CON	LYNNWOOD WA	98036	LYNNWOOD WA	3909 196TH ST SW	98036	LYNNWOOD WA
WASHINGTON WATER F WASHINGTON WATER HEATERS, INC.	BELLEVUE WA	98005	BELLEVUE WA	1800 RICHARDS RD STE A	98005	BELLEVUE WA
WERNER PADDLES, INC. WERNER PADDLES, INC.	SULTAN WA	98294	SULTAN WA	33415 SR 2	98294	SULTAN WA
CARL MAXWELL ENTERF WEST MOBIE HOME PARK	SNOHOMIS WA	98291	SNOHOMIS WA	401 WEST STEVENS	98294	SULTAN WA
WESTERN DISPLAY FIRE WESTERN INTERNATIONAL FIREWORF	CANBY OR	97013	CANBY OR	10946 S NEW ERA RD	97013	CANBY OR
WHPACIFIC, INC.	WHPACIFIC, INC.	98011	BOTHELL WA	12100 NE 195TH ST STE 300	98011	BOTHELL WA
WILLIAMS MECHANICAL WILLIAMS MECHANICAL, INC.		98201	EVERETT WA	3903 SMITH AVE	98201	EVERETT WA
WM H REILLY & CO INC	WM H REILLY & COMPANY	97205	PORTLAND OR	910 SW 18TH AVE	97205	PORTLAND OR
COMCAST BROADBAND XFINITY HOME SECURITY		19103	PHILADELPA	1701 JOHN F KENNEDY BLVD FL 3	19103	PHILADELPA
ELLA R DELISLE	XTRME LAWN MAINTENANCE	98272	MONROE WA	209 SKYWALL DR	98294	SULTAN WA

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# SULTAN CITY COUNCIL

## AGENDA ITEM COVER SHEET

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**ITEM NO:** SR 6  
**DATE:** May 23, 2013  
**SUBJECT:** 2013 Sultan Clean Up Day  
Held on Saturday, April 20, 2013  
**CONTACT PERSON:** Julie Addington, Event Coordinator 

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### ISSUES:

The issue before the council is to report on the 2013 Sultan Clean Up Event.

### SUMMARY:

The City of Sultan hosted its annual clean up day event on Saturday, April 20, 2013 from 8:00 am to 3:00 pm.

This event is made possible by a two year cycle Coordinated Prevention Grant of \$5,116.

The preparation of this event starts in January and continues up to the event. There is coordination with Snohomish County Solid Waste, Snohomish County Hazardous Waste, Republic Services, Aramark, the Sultan School District, Sportsman's Club and city employees to put together the date and time of the event, what items will be accepted, mailing of the flyers and ordering food to feed all the employees and volunteers.

This year, the Sportsman's Club generously assisted the elderly and disabled get their items to the event, the Sultan School District donated their time recycling and clearing hard drives on computers, Aramark was hired to perform shredding services and the Sultan Senior mom's sold baked goods with the proceeds going to a safe and sober graduation night.

Republic Services had 28 employees at the event and 13 trucks. Snohomish County Hazardous Waste and the City of Sultan each had 4 employees. The Sultan School District had two employees and approximately 8 students who volunteered their time.

There were 478 cars that came through the event and the total weight dumped by Republic Services was 68.2 tons.

Thank you to everyone that makes this event successful! It is a group effort and I appreciate everyone that is a part of it.

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** PH-1

**DATE:** May 23, 2013

**SUBJECT:** Public Hearing – Ordinance 1171-13; Medical Cannabis Collective Gardens and Dispensaries: 6-Month Extension of Moratorium.

**CONTACT PERSON:** Robert Martin, Community Development Director

*RCM*  
*KW*

**ISSUE:**

The issue before the city council is to hold a public hearing, as required by RCW 35A.63.220 and RCW 36.70A.390, to take public testimony on Ordinance 1171-13, an ordinance extending, for an additional six months, a moratorium on medical cannabis collective gardens and dispensaries.

**STAFF RECOMMENDATION:**

Hold a public hearing as provided by RCW 35A.63.220 and RCW 36.70A.390 to extend the existing moratorium. Tonight's scheduled public hearing meets this requirement.

*(This Public Hearing Agenda Item requires no action. Action Item A-1 of this Agenda Packet is provided for the Council to take action on the public input from this hearing.)*

**SUMMARY:**

In 1998, Washington voters passed Washington State Initiative 692, the Medical Use of Marijuana Act, which allows qualifying patients suffering a terminal or debilitating illness to use medical cannabis (marijuana) if such use would benefit them. In 2011, the State Legislature passed ESSB 5073, in part, to address issues related to the proliferation of medical marijuana dispensaries in some communities. On April 29, 2011, Governor Chris Gregoire issued a partial veto of ESSB 5073.

The surviving portions of ESSB 5073 became law on July 22, 2011. Among them, is a provision allowing qualified patients to create and participate in a collective marijuana garden for the purpose of providing them with cannabis for medical use.

On July 28, 2011, the City Council adopted Ordinance No. 1108-11 establishing a six month moratorium on establishing collective gardens and dispensaries to allow time for the Legislature to address inconsistencies in the newly adopted state law during the 2012 legislative session, and to allow the City time to address zoning regulations to be adopted in response to the state law. The Legislature failed to address the issue in its recently concluded session.

The larger issue, related to the use of cannabis for medical or other purposes, is beyond the scope of this public hearing which is being held merely to consider the Moratorium Ordinance as an interim measure.

The Council adopted Ordinance No. 1108-11, an emergency moratorium on establishment of medical cannabis collective gardens and dispensaries in the City of Sultan. The moratorium

was affirmed after a public hearing, and became effective for six months. Based on the need for additional time to develop a workable set of local regulations to manage placement of collective gardens, the Council adopted Ordinances 1132-12, 1156-12, and 1166-13, extending the moratorium for additional six month increments.

Due to expiration date of the current moratorium, this moratorium is drafted as an emergency moratorium, providing that it will take effect immediately upon passage. There is no need for an additional public hearing beyond the hearing being conducted under this agenda item.

**BACKGROUND:**

**On July 28, 2011**, the Council passed **Ordinance No. 1108-11** declaring an emergency and adopting a moratorium in Sultan on the establishment of medical cannabis collective gardens or dispensaries.

**On August 11, 2011**, the Council held a public hearing, as required by RCW 35A.63.220 and RCW 36.70A.390, to gather public input on the emergency moratorium, and to be legally authorized to make the moratorium effective for six months. Subsequent to the public hearing, the moratorium became effective for six months from the date of adoption (July 28, 2011).

**On December 6, 2011**, the Planning Board held a public hearing on extension of the current moratorium for an additional six months as required by RCW 35A.63.220 and RCW 36.70A.390. No public testimony on the matter was offered at the public hearing.

Upon close of the public hearing the Planning Board considered the information in the staff report and adopted a motion to forward a recommendation to the Council that the existing moratorium be continued for an additional six months from the original date of adoption. The purpose of this proposed extension is to allow the legislature to clarify contradictions in the law, address the Governor's partial veto, and allow the City time to construct appropriate land use codes in response to the revised state law.

**On January 12, 2012**, the Council adopted **Ordinance 1132-12**, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens.

**On July 26, 2012**, the Council adopted **Ordinance 1156-12**, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens.

**At its March 6, March 20, April 3, April 17, May 1, May 15, June 19, July 24, August 7, August 21, September 4, September 18, October 2, October 23, and November 20 meetings**, the Planning Board has addressed the issues and options related to collective gardens. The Board has:

- Studied the statutes
- Reviewed the range of actions taken by other jurisdictions
- Studied the most up-to-date legal analysis available from law firms
- Reviewed maps of the community indicating options for location based on various criteria
- Visited communities where collective garden regulations have been adopted
- Attended seminars on legislative and legal aspects
- The Board Chairman has also met with the Police Chief to provide a law enforcement perspective to the discussion

- Discussed alternatives and possibilities for locations and standards under which Sultan could appropriately allow and regulate collective gardens
- Developed a draft code
- Contacted individual business owners
- Advertised all meetings and public hearings
- Conducted a public hearing on the draft code
- Forwarded recommendations to the Council

**On December 4, 2012,** the Planning Board held a public hearing and voted unanimously to forward its recommendation to the City Council for further action.

**On December 13, 2012,** the Council received the Planning Board's recommendation and directed staff to return with an extension of the moratorium to allow time for the Council to consider and complete action on the Board's recommendation.

**On January 10, 2013,** the Council adopted **Ordinance 1166-13**, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens.

#### **DISCUSSION:**

Cities and counties across the state are still trying to understand the implications and potential responses to the Legislature's adoption of Chapter 69.51A RCW, legalizing cannabis collective gardens in Washington State. The legal landscape is confused at best, and there is no safe harbor for local jurisdictions caught in the middle of this conflict.

The Planning Board has, as indicated by the listing of meetings and activities above, diligently and honorably explored options and alternatives to comply with the State statute. This effort has honestly concluded that there is no clear and obvious answer to the issue of locating collective gardens that fairly addresses the interests of those in medical need with the general health, safety, and welfare of the community at large. The Board has provided a recommendation that is, in its opinion, the best available option.

The City Council has expressed its interest in considering regulations for collective gardens. Extension of the existing moratorium on establishing collective gardens and dispensaries is necessary to complete this work at the Council level. Without a moratorium, there is a risk that individuals may attempt to establish collective gardens and/or de facto dispensaries before any regulations go into effect, and then claim that they are entitled to protection as nonconforming uses from the new regulations.

RCW 36.70A.390 provides cities with the authority to continue moratoria for six month increments, provided that a public hearing is conducted and input is considered as part of the process to extend the moratorium.

When Ordinance No. 1108-11 was adopted, the staff report indicated that it was possible that an extension of the moratorium could be brought back to the Council. The Council has not concluded its consideration of the Planning Board's recommendation and is seeking additional legal guidance regarding options for proper handling of the issues related to medical cannabis collective gardens.

If the moratorium is not extended, the same potential legal contradictions will be present that were the basis for adoption of the original moratorium.

The majority of local jurisdictions in the state have adopted moratoria to allow time for the State Legislature to address the difficulties caused by the Governor's partial veto of several provisions of the ESSB 5073.

### **LEGISLATIVE HISTORY AND LEGAL ISSUES:**

#### **State Rules for Medical Cannabis Collective Gardens**

The new law allows qualifying patients to create collective gardens in order to provide them with cannabis for medical uses. A qualifying patient is a Washington resident who has been diagnosed as having a terminal or debilitating medical condition, who is a patient of a health care professional and who has been advised by that professional that they may benefit from the medical use of marijuana.

Qualifying patients must have a written statement, signed by the patient's health care professional, that the patient may benefit from the medical use of marijuana. The State defines health care professional as a physician, physician assistant, osteopathic physician, osteopathic physician assistant, naturopath or advance registered nurse practitioner licensed by the State. The state rules limit medical marijuana collective gardens by stating no more than:

- 10 qualifying patients may participate in a single garden;
- 15 plants per patient, up to a total of 45 plants maximum, may be located in a single garden; and
- 24 ounces of usable cannabis per patient, up to a total of 72 ounces, may be located at a single garden.

No useable cannabis from the collective garden may be delivered to anybody other than one of the participating qualifying patients. No fee may be exchanged or payment charged for the collective garden or useable cannabis.

Nothing in ESSB 5073 regulates the collective gardens from a land use perspective other than explicitly stating cities may impose regulations as they deem necessary. If Jurisdictions do not implement local standards, the State Statute prevails, and collective gardens are allowed under the State standards without local options.

Because collective gardens will be the only legal way for many qualified patients to obtain medical cannabis they have the potential to become very popular in the near future. Such uses, however, could likely have negative impacts, including an increase in burglaries associated with the marijuana and any cash maintained on the site, or an increase of other illegal activities, such as drug use, within the vicinity. Therefore, imposing some zoning regulations on them is advisable. Types of zoning regulation that staff may propose include:

- Limiting garden locations to certain zoning districts.
- Requiring gardens to be indoor gardens only.
- Requiring minimum spacing between gardens.
- Requiring minimum distances from schools, daycares and other similar uses.
- Requiring a permit for establishing the garden.

#### **State Rules for Medical Marijuana Dispensaries**

With the governor's veto, medical marijuana dispensaries remain illegal, because provisions purporting to authorize them were specifically vetoed, and because the sale of marijuana is illegal. Because establishment of a marijuana dispensary is illegal, a business license cannot be

issued for them. They cannot become "grandfathered" because only legally established uses can enjoy rights as a nonconforming use. Nevertheless, to ensure that individuals do not attempt to establish a "de facto" dispensary to exploit any perceived ambiguity in ESSB 5073, a moratorium on any such use is also advisable.

Given the above issues, Ordinance 1108-11 established a moratorium on medical cannabis collective gardens and dispensaries in Sultan for six months. The city must ensure the proposed locations of these operations, if any, are appropriate and that any potential secondary impacts arising from the operation of these uses or facilities are minimized and mitigated. Specifically, the city should evaluate the impacts of allowing these uses and facilities in residential neighborhoods and adjacent to other public uses such as schools, daycares, parks, and community facilities.

**FISCAL IMPACT:**

There is no fiscal impact for the specific act of extending the moratorium.

**ALTERNATIVES:**

1. Hold a public hearing to take testimony on extending the current six-month moratorium within the City of Sultan on the establishment of medical cannabis collective gardens or dispensaries.

Determine it is in the best interest of the city that the Council consider the Planning Board's recommendations and determine action regarding additional public hearings and adoption procedures, and extend the existing moratorium for an additional six months to allow time for completion of the Council action on the proposal.

2. Hold a public hearing to take testimony on establishing a six-month moratorium within the City of Sultan on the establishment of medical cannabis collective gardens or dispensaries. Repeal or amend Ordinance No. 1108-11.

Determine it is in the best interest of the city to allow the establishment of medical cannabis collective gardens or dispensaries within the city without limitation while the Council considers the Planning Board's recommendations.

**STAFF RECOMMENDATION:**

Hold a public hearing as provided by RCW 35A.63.220 and RCW 36.70A.390 to extend the existing moratorium. Tonight's scheduled public hearing meets this requirement.

*(This Public Hearing Agenda Item requires no action. Action Item A-1 of this Agenda Packet is provided for the Council to take action on the public input from this hearing.)*

**ATTACHMENTS:**

Attachment A: Draft Ordinance 1171-13

Attachment B: Ordinance No. 1108-11 (Excerpted Recitals)

## ATTACHMENT A

### DRAFT ORDINANCE NO. 1171-13

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, ADOPTING A SIX-MONTH EXTENSION OF THE MORATORIUM WITHIN THE CITY OF SULTAN ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE OR CONTINUATION OF MEDICAL CANNABIS COLLECTIVE GARDENS OR DISPENSARIES, ASSERTED TO BE AUTHORIZED OR ACTUALLY AUTHORIZED UNDER E2SSB 5073, CHAPTER 181, LAWS OF 2011, CHAPTER 69.51A REVISED CODE OF WASHINGTON, OR ANY OTHER LAWS OF THE STATE OF WASHINGTON; ESTABLISHING A WORK PLAN FOR THE CITY COUNCIL TO BRING CITY REGULATIONS INTO COMPLIANCE WITH STATE LAW; AND PROVIDING THAT THE EXTENSION OF THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE.**

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**WHEREAS**, Washington State Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as Chapter 69.51A RCW, created a limited defense to marijuana charges under state (not federal) law, if the person charged could demonstrate that he or she was a qualifying patient or designated provider as those terms are defined in Ch. 69.51A RCW; and

**WHEREAS**, in 2007, the state legislature amended the law, and again in 2011, the state legislature passed a third amendment to the law, E2SSB 5073, Chapter 181, Laws of 2011, which took effect on July 22, 2011; and

**WHEREAS**, because the Governor vetoed 36 of the 58 sections of E2SSB 5073, Chapter 181 of the Laws of 2011 amending Chapter 69.51A RCW, the law, in its final form, understandably has inconsistencies and ambiguities; for example, certain sections that were not vetoed make reference to other sections that were vetoed; and

**WHEREAS**, the City Council determined that it needed additional time to conduct appropriate research to understand the effect of the new law and to analyze impacts and potential liabilities under federal law; and

**WHEREAS**, on July 28, 2011, the City Council of the City of Sultan, Washington, adopted Ordinance 1108-11 enacting a six-month moratorium on the establishment, location, operation, licensing, maintenance or continuation of medical cannabis collective gardens and/or dispensaries; and

**WHEREAS**, the City Council held a public hearing on the moratorium on August 11, 2011 to justify the continuation of the moratorium; and

**WHEREAS**, on January 12, 2012 the Council adopted Ordinance 1132-12, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

**WHEREAS**, On July 26, 2012 the Council adopted Ordinance 1156-12, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

**WHEREAS**, On January 10, 2013 the Council adopted Ordinance 1166-13, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

**WHEREAS**, the City has developed a work program to analyze potential changes to city zoning regulations that may be necessary to address changes in State law, and bring any amendments to the Sultan Municipal Code before the City Council for its consideration; and

**WHEREAS**, the City Planning Board has completed work on a Draft Medical Marijuana Collective Garden Code, held public hearings and made recommendations to the City Council regarding adoption of said code at its regular meeting of December 4, 2012; and

**WHEREAS**, the City Council received the Planning Board's recommendations at the regular Council meeting of December 13, 2012, and directed staff to bring the recommended code amendments to the Council for further consideration and public process; and

**WHEREAS**, the City Council needs time to finish its work on the proposed Zoning Code amendments; and

**WHEREAS**, the existing moratorium expires on or about June 10, 2013; and

**WHEREAS**, the City Council finds that it is necessary to extend the moratorium to prevent uncontrolled placement of Medical Marijuana Collective Gardens during a period during which there is no moratorium and no finally adopted code standards regarding these facilities; and

**WHEREAS**, on May 23, 2013, the City Council held a public hearing to consider adoption of Ordinance 1171-13, to extend the moratorium on Medical Cannabis Collective Gardens for an additional 6-months, thus allowing the Council time to review and consider the Planning Board's recommendations for amendment of the Unified Development Code, Title 16 of the Sultan Municipal Code regarding Medical Marijuana Collective Gardens; and

**WHEREAS**, it is important to insure that the existing moratorium is continued without interruption due to publication problems or other unforeseen delays;

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

**Section 1. Preliminary Findings.** The recitals set forth above, as well as those set forth in Ordinance 1108-11, are hereby adopted as the City Council's findings in support of the moratorium extended by this ordinance. The City Council may, in its discretion,

adopt additional findings at the conclusion of the public hearing referenced in Section 5 below.

**Section 2. – Moratorium Imposed.** Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, the moratorium established by Ordinance 1108-11, and previously extended by Ordinance 1132-12, and 1156-12, and 1166-13, is hereby extended for an additional term of six (6) months, during which the following is prohibited within the City of Sultan: the establishment, location, operation, licensing, maintenance, or continuation of any medical cannabis collective garden or any medical marijuana dispensary, whether for profit or not for profit, asserted to be authorized or actually authorized under E2SSB 5073, Chapter 181, Laws of 2011, Chapter 69.51A RCW, or any other laws of the state of Washington. Further, no building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above, and no business license shall be granted or accepted while this moratorium is in effect. Any land use permits, business licenses or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force or effect. As used in this ordinance, the following terms have the meanings set forth below:

A. “Medical marijuana dispensary” or “medical cannabis dispensary” means any business, agency, organization, cooperative, network, consultation operation, or other group, or person, no matter how described or defined, including its associated premises and equipment, which has for its purpose or which is used to grow, select, measure, package, label, deliver, sell, or otherwise transfer (for consideration or otherwise) marijuana for medical use. One (1) individual person who is the designated provider for only one (1) qualified patient during any 15 day period and who complies with Chapter 69.51A RCW, shall not be deemed a medical marijuana dispensary for the purposes of this moratorium.

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

**Section 3. – No Nonconforming Uses.** No use that constitutes or purports to be a medical marijuana dispensary or medical marijuana collective garden as those terms are defined in this ordinance, that was engaged in that activity prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Sultan Municipal Code and that use shall not be entitled to claim legal nonconforming status.

**Section 4. – Effective Period for Extension of the Moratorium.** The extension of the moratorium set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire at the conclusion of that six-month period unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the city council.

**Section 5. – Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the city council held public hearing, at the city council's regular meeting, at 7:00 p.m. in Council Chambers, on May 23, 2013 in order to take public testimony and to consider adopting further findings.

**Section 6. – Referral to Staff.** The Community Development Director and/or his/her designee is hereby authorized and directed to develop appropriate land use regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code. The Deputy Finance Director and/or his/her designee is hereby authorized and directed to develop appropriate business licensing and other regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code.

**Section 7. – 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 8. – 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 9. – Effective Date.** The City Council hereby finds and declares that there is a potential that persons seeking to engage in marijuana collective garden or dispensary uses could claim vesting under E2SSB 5073 and/or that the presence of any marijuana collective gardens in the City of Sultan could have negative secondary effects if not first addressed by adequate and appropriate regulations, and that, therefore, an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS 23 day of May, 2013, AND SIGNED INTO AUTHENTICATION THIS \_\_\_ DAY OF May, 2013.

APPROVED:

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Carolyn Eslick, Mayor

## **ATTACHMENT B RECITALS FROM ORDINANCE 1108-11**

The recitals are excerpted from Ordinance 1108-11. They constitute the basis upon which the City Council adopted Ordinance 1108-11, implementing a moratorium on medical cannabis collective gardens and dispensaries.

The possession or distribution of medical cannabis (marijuana) has been and continues to be a violation of state law pursuant to Chapter 69.50 Revised Code of Washington (Washington's Uniform Controlled Substances Act), and federal law, through the Controlled Substances Act ("CSA").

Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as Chapter 69.51A RCW, created a limited defense to marijuana charges under state, not federal, law if the person charged could demonstrate that he or she was a qualifying patient or designated provider as those terms are defined in Ch. 69.51A RCW. In 2007, the state legislature amended the law, and again in 2011, the state legislature passed a third amendment to the law, ESSB 5073, Chapter 181, Laws of 2011, portions of which the Governor vetoed. The newly amended law took effect on July 22, 2011.

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1. Prior to issuing her partial veto, the Governor received a letter signed by Washington's two top U.S. Attorneys, Mike Ormsby and Jenny Durkin. In their letter, they wrote that marijuana is a Schedule I controlled substance under federal law, and as such, "growing, distributing and possessing marijuana in any capacity, other than as part of a federally authorized research program, is a violation of federal law regardless of state laws permitting such activities." These U.S. Attorneys also concluded, "state employees who conducted activities mandated by the Washington legislative proposals would not be immune from liability under the CSA."
2. Because the Governor vetoed 36 of the 58 sections of the legislature's bill amending Chapter 69.51A RCW, the law, in its final form, understandably has inconsistencies and ambiguities. For example, certain sections that were not vetoed make reference to other sections that were vetoed.
3. The recent amendments to Chapter 69.51A RCW change the scope and effect of the law. New sections affect the rights of qualifying patients and their designated providers. The law now allows "collective gardens" that provide for growing and cultivating up to 45 plants to serve no more than 10 qualifying patients. The law also provides other changes to the rights and responsibilities of medical marijuana patients and their designated providers.
4. The new law, however, clearly delegates to cities the authority to implement zoning requirements, business licensing requirements, health and safety requirements, and business taxes as those requirements and taxes relate to the production, processing, or dispensing of medical marijuana. In particular, local regulations could address ambiguities concerning the location and operation of collective gardens, and ensure that

provisions related to designated providers are not used to establish a de facto dispensary when the authority for such uses was vetoed.

5. The city council requires time to conduct appropriate research to understand the extent of the changes provided in the new law, to analyze impacts and potential liabilities under federal law, and to determine an appropriate regulatory framework for any new uses that are allowed under these laws.
6. The city must ensure that proposed locations for these operations are appropriate and that any potential secondary impacts arising from the operation of these uses or facilities are minimized and mitigated. These secondary impacts may include, but are not limited to, burglaries associated with the cash and marijuana maintained on the site, or an increase of other illegal activities, such as drug use, within the vicinity of these dispensaries.
7. In particular, and without limitation, staff should analyze the impacts of allowing these uses and facilities in residential zones as well as impacts arising from the proximity of these uses and facilities to schools, daycares, parks, religious and cultural facilities, jails and courthouses. Accordingly, the city council finds that a zoning, licensing, and permitting moratorium should be established, pending local review of appropriate locations and design requirements of these operations, and impacts of the newly amended law and its interaction with federal law; and
8. Although the city council determines that a moratorium is necessary for the reasons established above, the city council emphasizes that it understands the needs of persons suffering from debilitating or terminal conditions, as well as the benefits that approved medical use of marijuana may provide these persons. Nevertheless, given the complex legal and regulatory framework surrounding this issue, a moratorium remains necessary until the city council can adequately address the competing interests at play.
9. Prior to issuing her partial veto, the Governor received a letter signed by Washington's two top U.S. Attorneys, Mike Ormsby and Jenny Durkin. In their letter, they wrote that marijuana is a Schedule I controlled substance under federal law, and as such, "growing, distributing and possessing marijuana in any capacity, other than as part of a federally authorized research program, is a violation of federal law regardless of state laws permitting such activities." These U.S. Attorneys also concluded, "state employees who conducted activities mandated by the Washington legislative proposals would not be immune from liability under the CSA."
10. Because the Governor vetoed 36 of the 58 sections of the legislature's bill amending Chapter 69.51A RCW, the law, in its final form, understandably has inconsistencies and ambiguities. For example, certain sections that were not vetoed make reference to other sections that were vetoed.
11. The recent amendments to Chapter 69.51A RCW change the scope and effect of the law. New sections affect the rights of qualifying patients and their designated providers. The law now allows "collective gardens" that provide for growing and cultivating up to 45 plants to serve no more than 10 qualifying patients. The law also provides other changes to the rights and responsibilities of medical marijuana patients and their designated providers.

12. The new law, however, clearly delegates to cities the authority to implement zoning requirements, business licensing requirements, health and safety requirements, and business taxes as those requirements and taxes relate to the production, processing, or dispensing of medical marijuana. In particular, local regulations could address ambiguities concerning the location and operation of collective gardens, and ensure that provisions related to designated providers are not used to establish a de facto dispensary when the authority for such uses was vetoed.
13. The city council requires time to conduct appropriate research to understand the extent of the changes provided in the new law, to analyze impacts and potential liabilities under federal law, and to determine an appropriate regulatory framework for any new uses that are allowed under these laws.
14. The city must ensure that proposed locations for these operations are appropriate and that any potential secondary impacts arising from the operation of these uses or facilities are minimized and mitigated. These secondary impacts may include, but are not limited to, burglaries associated with the cash and marijuana maintained on the site, or an increase of other illegal activities, such as drug use, within the vicinity of these dispensaries.
15. In particular, and without limitation, staff should analyze the impacts of allowing these uses and facilities in residential zones as well as impacts arising from the proximity of these uses and facilities to schools, daycares, parks, religious and cultural facilities, jails and courthouses. Accordingly, the city council finds that a zoning, licensing, and permitting moratorium should be established, pending local review of appropriate locations and design requirements of these operations, and impacts of the newly amended law and its interaction with federal law; and
16. Although the city council determines that a moratorium is necessary for the reasons established above, the city council emphasizes that it understands the needs of persons suffering from debilitating or terminal conditions, as well as the benefits that approved medical use of marijuana may provide these persons. Nevertheless, given the complex legal and regulatory framework surrounding this issue, a moratorium remains necessary until the city council can adequately address the competing interests at play.

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: Consent C 1  
DATE: May 23, 2013  
SUBJECT: Council Meeting Minutes

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

**SUMMARY:**

Attached are the minutes of the May 9, 2013 regular Council meeting as on file in the office of the City Clerk.

**RECOMMENDED ACTION:**

Approve as submitted

**CITY OF SULTAN COUNCIL MEETING – May 9, 2013**

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: Marshall, Slawson, George, Neigel, Blair and Beeler (arrived at 7:35). Absent: Davenport-Smith.

**PRESENTATIONS:****Business Spotlight – Divers Street Rod Inc.**

The issue before the Council is to recognize Divers Street Rods, Inc. and NotchHead and DSR Fasteners, Inc. as the City of Sultan's Business Spotlight for May 2013. Divers Street Rods, Inc. is a full service rod shop providing the best maintenance and modifications throughout complete restorations and turn-key cars. Owners, Tim and Diny Divers founded and located Divers Street Rods, Inc. 20 years ago in Startup Washington. In 2012, they saw a need for a natural expansion of their existing Sky Valley business, manufacturing NotchHead Fasteners and located at 509 Stevens Avenue, Sultan. NotchHead anticipates full time employment of 8 – 12 people with wages ranging from \$15.00 to \$30.00 per hour. NotchHead Fasteners are strong, low profile and elegant fasteners designed for custom hot rods and motorcycles. The unique seven-notched design along with their custom engineered socket, almost eliminates the typical round-off that happens with traditional button head bolts.

Tim and Diny Divers' future plans for the Sultan location are to provide a point of destination stop for the street machine enthusiast. As security is developed, the showroom will display prominent vehicles for the public to review as well as provide a meeting location for local and regional car clubs. Currently scheduled are the Goodguys Hot Rod Shop Tour, July 23, 2013 where many of the members will be traveling through from Canada as well as the United States.

Tim Divers gave a brief history of the business and the fasteners they design. Mayor Eslick presented a Certificate of Recognition to the Divers.

**EMS Proclamation – Week of May 19-26**

The issue before the Council is to authorize the Mayor to sign the proposed Proclamation recognizing May 19-25, 2013 as Emergency Medical Services (EMS) Week in the City of Sultan.

Emergency medical services are a vital public service and the emergency medical service teams are ready to provide lifesaving care 24 hours a day, seven days a week. The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others. The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills.

It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week. The Mayor and City Council of the City of Sultan in recognition of this event do hereby proclaim the week of May 19-25, 2013, as Emergency Medical Services (EMS) Week.

On a motion by Councilmember Slawson, seconded by Councilmember Neigel, the Council approved and signed the Proclamation. All ayes.

**COMMENTS FROM THE PUBLIC:**

Gerry Gibson: Submitted written comments regarding the Comprehensive Plan annual docket.

**CITY OF SULTAN COUNCIL MEETING – May 9, 2013****COUNCILMEMBER COMMENTS**

George: Is hoping to be part of the Master Gardener tour and will be having people coming to her home to showcase Sultan's natural beauty. Advised she contact the Department of Revenue which the city has used for business license billing since 2006. Mr. Beeler stated he did not know he needed a license and this is because he received no notice from the DOR. Would like to see him get one soon. The city gets a list of delinquent accounts and clients of the Mayor were taken off the list. The Council agreed to obey the laws of the state and they should do so.

Councilmember Blair called a point of order noting a person's business is personal not a council issue. Councilmember Marshall stated the comments shows disrespect for the Mayor and Mr. Beeler. Mr. Beeler will get a license if needed but to turn this matter into pointing fingers is wrong and he will not tolerate it further.

Slawson: Community Transit discussed restoring Sunday service and the Board used an exercise to determine priorities and determined service will not be restored at this time but will be considered when funds are available. There was an impressive meeting on the gun range and goal is to have the gun range completed in 4 years. Funding is in place and the design work has been started.

Marshall: Safety Fair will be on Saturday, May 11, 2013.

Blair: Attended a meeting on the parks and they toured the gun range site with County parks and Dave Somers. There is a lot of interest in the project.

Mayor Eslick: She is accepting nominations for Mayor's Youth Achievement award. Library book sale is on May 11<sup>th</sup>. A Port to Pass meeting was held and they are putting an application together to submit to the State. The business environment is tough, however the Grow Washington clients have been instructed to get their business licenses as soon as possible.

Makayla McNaughton: The Marching Band went to Apple Blossom in Wenatchee and won the sweepstakes award. The Middle School went to Wenatchee the prior week. They will be going to parades in Canada and Portland. Senior presentations are Friday.

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

- 1) Police Report
- 2) Code Enforcement

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

- 1) Approval of the April 25, 2013 regular Council Meeting minutes as on file in the Office of the City Clerk.
- 2) Approval of Vouchers in the amount of \$223,543.94 and payroll through April 26, 2013 in the amount of \$110,408.45 to be drawn and paid on the proper accounts.
- 3) Authorization for the Mayor to sign the 2013/14 Drug Task Force Interlocal Agreement
- 4) EMS Week Proclamation

**CITY OF SULTAN COUNCIL MEETING – May 9, 2013****ACTION ITEMS:****2013 Comp Plan Docket**

The Annual Comprehensive Plan Docket process calls for the Docket items to be established by October 1 of each year and referred to the Planning Board for consideration. The Planning Board will make a recommendation to the Council By July 30, 2013.

Staff recommends that the work items listed in Groups 1 and 2 be forwarded to the Board as the 2013 Sultan Comprehensive Plan Amendment Docket. Staff further recommends that the Council direct the Planning Board not to pursue the proposal outlined in Group 3 based on the following findings:

- Re-adoption of these policies would inappropriately constrain and harm future development of the community.
- Re-adoption of these policies would require a full-scale revision of the 2011 Comprehensive Plan to effectively re-adopt the land use system called for in the 2004/2008 Comprehensive Plan.
- Re-adoption of these policies would constrain the community from developing within the existing City Limits and Urban Growth Boundary as provided for by the existing Comprehensive Plan, the Growth Management Act, and other State Statutes.

**Group 1: Annual Updating of Ancillary Capital Improvement Plans**

- 1-A: City Capital Improvement Plan
- 1-B: City Transportation Improvement Plan
- 1-C: School District Capital Improvement Plan

**Group 2: Amendments Called for by Policies in the 2011 Comprehensive Plan**

- 2-A: Mixed Use Development (Centers) Zone; Comprehensive Plan Map Amendment
- 2-B: Pre-Zone of Urban Growth Area; Comprehensive Plan Analysis of Population Density, Land Capacity, Comprehensive Plan Map Amendment
- 2-C: Analysis of Highway Oriented Development (HOD) and Economic Development (ED) Zone Patterns; Rezone US-2 Corridor to Provide for Organized Development Pattern of Commercial and Industrial Uses; Comprehensive Plan Map Amendment.
- 2-D: Rezone Floodplain Areas to lower density zones; Comprehensive Plan Map Amendment.
- 2-E: Realign Urban Growth Area in Trout Farm Road Area; Comprehensive Plan Policy Analysis and Plan Map Amendment
- 2-F: Analyze Potential Urban Growth Area Realignment in 124<sup>th</sup> St. and Sultan Basin Road Area; Comprehensive Plan Policy Analysis and Plan Map Amendment
- 2-G: Analyze Potential Urban Growth Area Realignment in Rice Road Area; Comprehensive Plan Policy Analysis and Plan Map Amendment
- 2-F: Provide Development Options for Urban Center (Downtown) Zone: Comprehensive Plan Map Amendment

**Group 3: Citizen Initiated Amendments**

- 3-1 Mr. Gerry Gibson; Proposed Re-adoption of the “Concentric Ring” concept of development removed from the Comprehensive Plan in the 2011 Plan Update.

Discussion: Citizen initiated amendments are subject to a filing fee of \$1,000 plus cost to cover the city expense to consider the proposal. The requested change would cost property owners and not allow development of large lots; comments in Gibson’s e-mail makes the point not to include his request in the docket.

On a motion by Councilmember Blair, seconded by Councilmember Slawson, the recommended Comp Plan docket was referred to the Planning Board for appropriate action. All ayes.

**CITY OF SULTAN COUNCIL MEETING – May 9, 2013**

**Ordinance 1169-13 Disorderly Conduct**

The purpose of this action is to adopt the City of Sultan Municipal Code 9.20 Disorderly Conduct to provide the Sultan Police Department the tools needed to maintain public order. Statutes governing Public Disturbances and Disorderly Conduct are important tools allowing law enforcement officers to control unwanted public behavior. This matter was brought to the City

Council meeting on April 25, 2013 for a public discussion. The proposed ordinance is reflective of that discussion. The current code does not provide law enforcement the tools they need. It is complicated and does not address disorderly conduct directly outside of City Parks. The City of Sultan needs a simple, direct, clearly understandable, and enforceable statute.

On a motion by Councilmember Slawson, seconded by Councilmember George, Ordinance 1169-13, Disorderly Conduct, was adopted. All ayes.

**Ordinance 1170-13 Stormwater Rates**

The issue before the Council is to introduce Ordinance 1170-13, Stormwater Utility Rates for a first reading. The City Council decided not to fund a Stormwater Rate Study in 2013. The City will need an analysis of the revenues and expenditures to determine if the rates structure meets the current needs of the utility. At the June Retreat, the Council will discuss if the analysis will be done by staff or if a formal rate study is necessary.

The City needs to update the current ordinance to set rates effective June 1, 2013. The proposed ordinance does not change the current rate of \$9.25 per month for residential units (other rates are based on ERU's). For future years, the ordinance has a 3% inflation factor built into each year.

Discussion was held regarding the description of residential units for 2, 3 and 4 units. Councilmember George stated the Utility Stakeholders proposed a \$5 fee and the improvements be slowed down. People don't want the fee and it is not required by law.

On a motion by Councilmember Slawson, seconded by Councilmember Neigel, Ordinance 1170-13, Stormwater Rates, was adopted. All ayes, except Councilmember George who voted nay.

**Aid Agreement with Snohomish County – Public Works Projects**

The issue before the city council is to authorize the Mayor to sign Amendment No. 1 to the Snohomish County Interlocal Aid Agreement for Minor Street Projects for Municipal Services.

The City of Sultan entered into an Aid Agreement for Minor Street Projects for Municipal Services with Snohomish County on June 11, 1997. The Aid Agreement outlines the terms by which Snohomish County may aid the City for single projects under \$10,000 involving construction, repair, or maintenance of the city streets and bridges including drainage facilities, storm sewers, sidewalks, curbing, street lighting, and traffic control devices.

Snohomish County has prepared Amendment No. 1 to the Interlocal Aid Agreement for Minor Street Projects for Municipal Services. The reasons for the amendment are:

- Eliminate dollar limits on maintenance services commensurate with RCW 36.75.207 and RCW 35.77.030 through .040.
- Further define "maintenance services" for purposes of complying with RCW 36.75.207 and RCW 35.77.020 through .040
- Include provisions by which to provide Snohomish County and the City of Sultan with notice as may be required under the Original Agreement and this First Amendment.

**CITY OF SULTAN COUNCIL MEETING – May 9, 2013**

Stormwater work has been done because of this contract under a grant program. County has saved the city money under this Interlocal agreement.

On a motion by Councilmember Slawson, seconded by Councilmember Marshall, the council authorize the Mayor to sign Amendment No. 1 to the Snohomish County Interlocal Aid Agreement for Minor Street Projects for Municipal Services. All ayes.

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**CITY OF SULTAN COUNCIL MEETING – May 9, 2013**

**US 2 Coalition – Payment of \$500 for 2012**

The issue before the council is to act on Councilman Beeler's request to honor the commitment to provide the US 2 Safety Coalition \$500.00 for lobbying efforts.

On January 12, 2012, the Safety Coalition request for a contribution of \$1,000.00 was presented to the City Council. The Council action was to amend the request and approved an amount of \$500.00. The funds were to be paid from the Economic Development Budget. No invoice or request for the funds was received from the US 2 Safety Coalition and therefore, payment was not made.

The fiscal impact would be a decrease of \$500 in the available Economic Development Budget for 2013 of \$2,500.00.

Discussion was held regarding the need for an invoice and documentation for the lobby efforts; benefit in return for the cost; goal and accomplishments of the US 2 Coalition; continued safety improvements.

On a motion by Councilmember Slawson, seconded by Councilmember Neigel, payment of \$500 to the US 2 Safety Coalition was approved. All ayes, except Councilmember George, who voted nay; Beeler - abstained.

**Adjournment:** On a motion by Councilmember Slawson, seconded by Councilmember Marshall, the meeting adjourned at 8:30 PM. All ayes.

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Carolyn Eslick, Mayor

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Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL**  
**AGENDA ITEM COVER SHEET**

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**ITEM #:** Consent 2  
**DATE:** May 23, 2013  
**SUBJECT:** Voucher Approval  
**CONTACT PERSON:** Laura Koenig, Clerk/Deputy Finance Director *kw*

**SUMMARY:**

Attached are the vouchers for approval in the amount of \$74,486.97 and payroll through April 30, 2013 in the amount of \$17,380.86 to be drawn and paid on the proper accounts.

**FISCAL IMPACT:** \$91,867.83

**RECOMMENDATION:**

Approve the payment of vouchers as submitted.

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**City Of Sultan  
Voucher Approval  
May 23, 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 #	\$	0
Direct Deposit #	\$	0
Benefits Check #28030-31	\$	5,538.68
Tax Deposit #PR 9	\$	11,842.18
Accounts Payable Checks #28032-74	\$	64,981.46
ACH Transactions - DOR	\$	9,505.51
<b>TOTAL</b>	<b>\$</b>	<b>91,867.83</b>

\_\_\_\_\_  
Kenneth Marshall, Councilmember

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Steve Slawson, Councilmember

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Kay George, Councilmember

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Sarah Davenport-Smith, Councilmember

\_\_\_\_\_  
Joseph Neigel, Councilmember

\_\_\_\_\_  
Kristina Blair, Councilmember

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

# Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
28029	05/03/2013	UTILITY WATER FUND	Communication	USPS	212.52
28029	05/03/2013	UTILITY SEWER FUND	Communication	USPS	212.51
28029	05/03/2013	UTILITY GARBAGE FUND	Communication	USPS	212.52
28029	05/03/2013	STORMWATER UTILITY FUND	Communication	USPS	70.84
28030	05/10/2013	GENERAL FUND	Deferred Comp Payable	Department of Retirement	87.75
28030	05/10/2013	STREET FUND	Deferred Comp Payable	Department of Retirement	41.01
28030	05/10/2013	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	3.75
28030	05/10/2013	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	9.00
28030	05/10/2013	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	156.00
28030	05/10/2013	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	245.50
28030	05/10/2013	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	25.73
28030	05/10/2013	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	31.26
28031	05/10/2013	CEMETERY FUND	PERS Payable	Department of Retirement	18.61
28031	05/10/2013	GENERAL FUND	PERS Payable	Department of Retirement	445.09
28031	05/10/2013	STREET FUND	PERS Payable	Department of Retirement	160.57
28031	05/10/2013	GENERAL FUND	PERS Payable	Department of Retirement	49.10
28031	05/10/2013	GENERAL FUND	PERS Payable	Department of Retirement	34.05
28031	05/10/2013	GENERAL FUND	PERS Payable	Department of Retirement	23.34
28031	05/10/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	461.81
28031	05/10/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement	428.04
28031	05/10/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement	224.27
28031	05/10/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	139.51
28031	05/10/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	691.62
28031	05/10/2013	GENERAL FUND	PERS Payable	Department of Retirement	249.50
28031	05/10/2013	STREET FUND	PERS Payable	Department of Retirement	28.91
28031	05/10/2013	CEMETERY FUND	PERS Payable	Department of Retirement	36.26
28031	05/10/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	717.60
28031	05/10/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement	665.12
28031	05/10/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement	348.45
28031	05/10/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	216.83
28031	05/10/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	120.00
28032	05/13/2013	UTILITY WATER FUND	Miscellaneous	AM Test	
28033	05/13/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett	1.72
28033	05/13/2013	UTILITY WATER FUND	Uniforms	Lockbox	
28033	05/13/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett	8.01
28033	05/13/2013	UTILITY GARBAGE FUND	Uniforms	Lockbox	
28033	05/13/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett	8.01
28033	05/13/2013	STREET FUND	Uniforms	Lockbox	
28033	05/13/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett	7.44
28033	05/13/2013	STREET FUND	Uniforms	Lockbox	
28033	05/13/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett	1.71

28033	05/13/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett	1.72
28033	05/13/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett	19.53
28033	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett	19.52
28033	05/13/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett	19.53
28033	05/13/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett	19.52
28033	05/13/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett	19.53
28033	05/13/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett	0.86
28033	05/13/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett	4.04
28033	05/13/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett	4.03
28033	05/13/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett	3.75
28033	05/13/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett	0.87
28033	05/13/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett	0.86
28033	05/13/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett	10.03
28033	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett	10.04
28033	05/13/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett	10.03
28033	05/13/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett	10.04
28033	05/13/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett	10.03
28033	05/13/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett	1.52
28033	05/13/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett	7.10
28033	05/13/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett	7.10
28033	05/13/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett	6.59
28033	05/13/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett	1.52
28033	05/13/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett	1.52
28033	05/13/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett	9.51
28033	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett	9.52
28033	05/13/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett	9.51

28033	05/13/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox	9.52
28033	05/13/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox	9.51
28033	05/13/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox	0.86
28033	05/13/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox	4.04
28033	05/13/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox	4.03
28033	05/13/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox	3.75
28033	05/13/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox	0.87
28033	05/13/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox	0.86
28033	05/13/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox	9.51
28033	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox	9.52
28033	05/13/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox	9.51
28033	05/13/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox	9.52
28033	05/13/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox	9.51
28034	05/13/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	612.97
28034	05/13/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	74.83
28034	05/13/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	281.88
28034	05/13/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	18.45
28034	05/13/2013	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	18.45
28034	05/13/2013	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	18.45
28034	05/13/2013	GENERAL FUND	Office/Operating Supplies	Associated Petroleum Products Inc	48.43
28034	05/13/2013	GENERAL FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	40.82
28035	05/13/2013	GENERAL FUND	Travel and Seminars	Association of Snohomish County Cities & Towns	105.00
28035	05/13/2013	GENERAL FUND	Travel and Seminars	Association of Snohomish County Cities & Towns	35.00
28036	05/13/2013	CEMETERY FUND	Professional Services	Automatic Wilbert Vault Co.	977.40
28037	05/13/2013	GENERAL FUND	Travel and Seminars	AWC	700.00
28038	05/13/2013	GENERAL FUND	Communication	Comcast	26.01
28038	05/13/2013	UTILITY WATER FUND	Communication	Comcast	17.35
28038	05/13/2013	UTILITY SEWER FUND	Communication	Comcast	17.34
28038	05/13/2013	UTILITY GARBAGE FUND	Communication	Comcast	17.34
28038	05/13/2013	STREET FUND	Communication	Comcast	8.67
28038	05/13/2013	STREET FUND	Communication	Comcast	39.62
28038	05/13/2013	UTILITY WATER FUND	Communication	Comcast	39.62
28038	05/13/2013	UTILITY SEWER FUND	Communication	Comcast	39.61
28038	05/13/2013	UTILITY GARBAGE FUND	Communication	Comcast	39.62

28038	05/13/2013	STORMWATER UTILITY FUND	Communication	Comcast	39.62
28038	05/13/2013	GENERAL FUND	Communication	Comcast	229.89
28038	05/13/2013	UTILITY WATER FUND	Communication	Comcast	114.94
28038	05/13/2013	UTILITY SEWER FUND	Communication	Comcast	114.95
28038	05/13/2013	UTILITY GARBAGE FUND	Communication	Comcast	114.94
28039	05/13/2013	GENERAL FUND	Office/Operating Supplies	Costco	42.18
28039	05/13/2013	UTILITY GARBAGE FUND	CPG Grant - Clean UP	Costco	121.20
28040	05/13/2013	GENERAL FUND	Advertising and Legal Notices	Daily Herald, The	187.48
28041	05/13/2013	GENERAL FUND	Bank Fees	Department of Revenue	60.68
28042	05/13/2013	BUILDING MAINTENANCE FUND	Repair and Maintenance	Elite Lock & Safe	135.75
28043	05/13/2013	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	206.62
28044	05/13/2013	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	364.90
28044	05/13/2013	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	312.77
28045	05/13/2013	UTILITY SEWER FUND	Communication	Frontier	216.54
28045	05/13/2013	UTILITY WATER FUND	Communication	Frontier	100.82
28045	05/13/2013	GENERAL FUND	Communication	Frontier	37.51
28045	05/13/2013	GENERAL FUND	Communication	Frontier	37.52
28045	05/13/2013	UTILITY WATER FUND	Communication	Frontier	37.51
28045	05/13/2013	UTILITY SEWER FUND	Communication	Frontier	37.52
28045	05/13/2013	UTILITY GARBAGE FUND	Communication	Frontier	37.51
28045	05/13/2013	UTILITY SEWER FUND	Communication	Frontier	37.52
28046	05/13/2013	UTILITY GARBAGE FUND	Services - Sludge Hauling	Groco, Inc	1,534.72
28047	05/13/2013	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	3,521.42
28048	05/13/2013	STREET FUND	Office/Operating Supplies	Kool Change Printing Inc.	205.69
28049	05/13/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	153.43
28049	05/13/2013	GENERAL FUND	Office/Operating Supplies	Monroe Parts House	26.80
28049	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	861.42
28049	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	8.15
28049	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	85.54
28049	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	36.10
28049	05/13/2013	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	-14.70
28049	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	119.72
28049	05/13/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	3,930.65
28050	05/13/2013	UTILITY GARBAGE FUND	Vehicle Repair	Motor Trucks Inc	7.27
28051	05/13/2013	UTILITY WATER FUND	Communication	Nextel Communications	7.28
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	7.27
28051	05/13/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	7.28
28051	05/13/2013	STREET FUND	Communication	Nextel Communications	7.27
28051	05/13/2013	GENERAL FUND	Communication	Nextel Communications	23.11
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	23.11
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	36.37
28051	05/13/2013	UTILITY WATER FUND	Communication	Nextel Communications	23.11
28051	05/13/2013	UTILITY WATER FUND	Communication	Nextel Communications	4.74
28051	05/13/2013	UTILITY WATER FUND	Communication	Nextel Communications	4.74
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.75
28051	05/13/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	4.74
28051	05/13/2013	GENERAL FUND	Communication	Nextel Communications	4.74

28051	05/13/2013	STREET FUND	Communication	Nextel Communications	4.74
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	4.63
28051	05/13/2013	GENERAL FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	STREET FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	UTILITY WATER FUND	Communication	Nextel Communications	7.27
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	7.28
28051	05/13/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	7.27
28051	05/13/2013	GENERAL FUND	Communication	Nextel Communications	7.28
28051	05/13/2013	STREET FUND	Communication	Nextel Communications	7.27
28051	05/13/2013	UTILITY WATER FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	4.63
28051	05/13/2013	GENERAL FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	STREET FUND	Communication	Nextel Communications	4.62
28051	05/13/2013	GENERAL FUND	Communication	Nextel Communications	37.20
28051	05/13/2013	GENERAL FUND	Office/Operating Supplies	Nextel Communications	23.11
28051	05/13/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications	4.90
28051	05/13/2013	UTILITY SEWER FUND	Communication	Nextel Communications	4.90
28051	05/13/2013	UTILITY WATER FUND	Communication	Nextel Communications	4.90
28051	05/13/2013	STREET FUND	Communication	Nextel Communications	4.90
28051	05/13/2013	GENERAL FUND	Communication	Nextel Communications	4.90
28051	05/13/2013	GENERAL FUND	Office/Operating Supplies	Nextel Communications	43.08
28052	05/13/2013	UTILITY SEWER FUND	Operating Supplies	Nexxpost	1,710.28
28053	05/13/2013	UTILITY WATER FUND	Operating Supply - New Connect	Northstar Chemical, Inc.	521.16
28053	05/13/2013	GENERAL FUND	Rentals	Northstar Chemical, Inc.	113.45
28054	05/13/2013	GENERAL FUND	Communication	Northwest Cascade Inc	201.48
28055	05/13/2013	GENERAL FUND	Communication	Pitney Bowes	86.36
28055	05/13/2013	GENERAL FUND	Communication	Pitney Bowes	71.95
28055	05/13/2013	STREET FUND	Communication	Pitney Bowes	71.96
28055	05/13/2013	UTILITY WATER FUND	Communication	Pitney Bowes	71.96
28055	05/13/2013	UTILITY SEWER FUND	Communication	Pitney Bowes	71.96
28055	05/13/2013	UTILITY GARBAGE FUND	Communication	Pitney Bowes	71.96
28056	05/13/2013	STREET FUND	Utilities	PUD	2,826.74
28057	05/13/2013	GENERAL FUND	Utilities	Puget Sound Energy	40.80
28057	05/13/2013	GENERAL FUND	Utilities	Puget Sound Energy	67.47
28057	05/13/2013	STREET FUND	Utilities	Puget Sound Energy	34.08
28057	05/13/2013	UTILITY WATER FUND	Water Service - Everett	Puget Sound Energy	34.08
28057	05/13/2013	UTILITY SEWER FUND	Utilities	Puget Sound Energy	34.08
28057	05/13/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	34.08
28057	05/13/2013	GENERAL FUND	Utilities	Puget Sound Energy	119.87
28057	05/13/2013	STREET FUND	Utilities	Puget Sound Energy	23.97
28057	05/13/2013	UTILITY WATER FUND	Water Service - Everett	Puget Sound Energy	23.98
28057	05/13/2013	UTILITY SEWER FUND	Utilities	Puget Sound Energy	23.97
28057	05/13/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	23.98

28057	05/13/2013	GENERAL FUND	Utilities	Puget Sound Energy	23.97
28058	05/13/2013	GENERAL FUND	Office/Operating Supplies	Quality Buisness Systems	16.46
28058	05/13/2013	STREET FUND	Office Supplies	Quality Buisness Systems	16.45
28058	05/13/2013	UTILITY WATER FUND	Office Supplies	Quality Buisness Systems	16.46
28058	05/13/2013	UTILITY SEWER FUND	Office Supplies	Quality Buisness Systems	16.45
28058	05/13/2013	UTILITY GARBAGE FUND	Office Supplies	Quality Buisness Systems	16.46
28059	05/13/2013	GENERAL FUND	Small Tools/Minor Equipment	Siskun Power Equipment	429.42
28060	05/13/2013	STREET IMPROVEMENT FUND	Street Construction - Basin Rd	Skillings Connolly	5,859.53
28061	05/13/2013	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	3,127.38
28062	05/13/2013	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Snohomish County Finance	15,613.00
28063	05/13/2013	GENERAL FUND	Intergovernmental	Snohomish County Human Services	209.47
28064	05/13/2013	GENERAL FUND	Snohomish County inspections	SnoCounty Planning/Development Services	688.50
28065	05/13/2013	GENERAL FUND	Crime Victim Services	Snohomish County Treasurer	82.21
28066	05/13/2013	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	126.28
28066	05/13/2013	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	4,935.47
28067	05/13/2013	GENERAL FUND	Vehicle Maintenance	Sound Tractor Co	256.05
28068	05/13/2013	UTILITY WATER FUND	Operating Supply - New Connect	Summit Research Labs	3,351.82
28069	05/13/2013	UTILITY WATER FUND	Capital - Equipment	Technical Systems, Inc.	2,019.96
28069	05/13/2013	UTILITY SEWER FUND	Repair and Maintenance	Technical Systems, Inc.	2,030.82
28070	05/13/2013	GENERAL FUND	Bank Fees	US Bank	26.00
28071	05/13/2013	UTILITY WATER FUND	Capital - Equipment	USA Blue Book	682.01
28071	05/13/2013	UTILITY WATER FUND	Capital - Equipment	USA Blue Book	1,843.49
28072	05/13/2013	UTILITY WATER FUND	Miscellaneous	Utilities Underground Location Center	1.51
28073	05/13/2013	GENERAL FUND	Professional Services	White Lightning Janitorial	291.00
28074	05/13/2013	GENERAL FUND	Office Supplies	WMCA	75.00

71,228.53

# Accounts Payable

## Check Register Totals Only



User: laura.koenig  
 Printed: 5/13/2013 - 4:40 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28032	05/13/2013	amtest	AM Test	120.00	0
28033	05/13/2013	Aramark	Aramark Uniform Services - AUS Eve	325.72	0
28034	05/13/2013	APP	Associated Petroleum Products Inc	1,114.28	0
28035	05/13/2013	SCCT	Association of Snohomish County Citi	140.00	0
28036	05/13/2013	Wilbert	Automatic Wilbert Vault Co.	977.40	0
28037	05/13/2013	awc	AWC	700.00	0
28038	05/13/2013	comcast	Comcast	859.52	0
28039	05/13/2013	Costco	Costco	163.38	0
28040	05/13/2013	Herald	Daily Herald, The	187.48	0
28041	05/13/2013	DORBL	Department of Revenue	60.68	0
28042	05/13/2013	Elite	Elite Lock & Safe	135.75	0
28043	05/13/2013	EvDC	Evergreen District Court	206.62	0
28044	05/13/2013	Eylander	Eylanders Sales & Service Inc	677.67	0
28045	05/13/2013	Frontier	Frontier	504.93	0
28046	05/13/2013	groco	Groco, Inc	1,534.72	0
28047	05/13/2013	Kenyon	Kenyon Disend PLLC	3,521.42	0
28048	05/13/2013	KOOL	Kool Change Printing Inc.	205.69	0
28049	05/13/2013	napa	Monroe Parts House	1,276.46	0
28050	05/13/2013	MotorTru	Motor Trucks Inc	3,930.65	0
28051	05/13/2013	nextel	Nextel Communications	333.18	0
28052	05/13/2013	nexxpost	Nexxpost	43.08	0
28053	05/13/2013	northsta	Northstar Chemical, Inc.	2,231.44	0
28054	05/13/2013	NWCas	Northwest Cascade Inc	113.45	0
28055	05/13/2013	Pitney	Pitney Bowes	575.67	0
28056	05/13/2013	PUD 1	PUD	2,826.74	0
28057	05/13/2013	PSE	Puget Sound Energy	484.33	0
28058	05/13/2013	QBS	Quality Buisness Systems	82.28	0
28059	05/13/2013	siskun	Siskun Power Equipment	429.42	0
28060	05/13/2013	skilling	Skillings Connolly	5,859.53	0
28061	05/13/2013	SCcorrec	Snohomish County Corrections	3,127.38	0
28062	05/13/2013	SCpubwor	Snohomish County Finance	15,613.00	0
28063	05/13/2013	SChumsvc	Snohomish County Human Services	209.47	0
28064	05/13/2013	SnoPlan	Snohomish County Planning and Deve	688.50	0
28065	05/13/2013	SCtreas	Snohomish County Treasurer	82.21	0
28066	05/13/2013	Snopac	Snopac	5,061.75	0
28067	05/13/2013	SoundT	Sound Tractor Co	256.05	0
28068	05/13/2013	Summit	Summit Research Labs	3,351.82	0
28069	05/13/2013	TSI	Technical Systems, Inc.	4,050.78	0
28070	05/13/2013	usbank	US Bank	26.00	0
28071	05/13/2013	BluBook	USA Blue Book	2,525.50	0
28072	05/13/2013	UULC	Utilities Underground Location Center	1.51	0
28073	05/13/2013	WLJ	White Lightning Janitorial	291.00	0
28074	05/13/2013	wmca	WMCA	75.00	0
Check Total:				64,981.46	

# Accounts Payable

## Check Register Totals Only

User: laura.koenig  
Printed: 5/10/2013 - 8:47 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28030	05/10/2013	Retire	Department of Retirement	600.00	0
28031	05/10/2013	Retire	Department of Retirement	4,938.68	0
				<hr/> <hr/>	
				Check Total:	
				5,538.68	
				<hr/> <hr/>	

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: A-1

DATE: May 23, 2013

SUBJECT: The Blueline Group, LLC Professional Services Contract – 6<sup>th</sup> Street Waterline Completion Project

CONTACT PERSON: Mick Matheson, P.E. Public Works Director 

**ISSUE:**

The issue before the city council is to authorize the mayor to sign a contract with The Blueline Group to assist the City in preparing construction drawings, plan specifications, and bid documents for the 6<sup>th</sup> Street Waterline Completion Project.

**STAFF RECOMMENDATION:**

Authorize the Mayor to sign a contract with The Blueline Group to provide professional engineering services in the amount not to exceed \$16,200 without prior written authorization by the City Council.

**SUMMARY:**

On May 9, 2012, the Snohomish County Council approved funding for the 2012 Snohomish County Community Development Block Grant (CDBG) Public Facilities and Infrastructure projects with Motion No. 12-168. The City of Sultan was awarded \$80,617 for the 6<sup>th</sup> Street Waterline Completion Project

The scope of work includes design of approximately 622 lineal feet of new 8-inch ductile iron water main from the intersection of Alder Avenue and 6<sup>th</sup> Street and then north to an existing dead end main located east of the Mountainview Christian Fellowship church building. Additionally the project includes replacement of water services in the corridor and a new fire hydrant.

A Request for Qualifications was posted in THE HERALD, a daily newspaper printed and published in the City of Everett on March 24, 2013 with a deadline for submission of 4:00 PM on April 12, 2013.

The City received Statements of Qualifications from six consulting engineering firms. The firms in alphabetical order were Blueline, Coldwater, Gray & Osborne, RH2 Engineering, Skillings Connolly, and WHPacific

City staff reviewed the Statements of Qualifications based on the timeline, consultant selection, and evaluation process advertised for the project. City staff selected The Blueline Group. Their references were checked and all responded with outstanding recommendations.

Blueline initially presented a proposal with a total estimated cost of \$22,800. After discussions with staff, Blueline provided the City with a revised proposal with a total estimated cost of \$16,200. The cost was lowered by reducing the scope of work for base mapping by utilizing existing survey data, eliminating the profile design, eliminating Blueline's attendance at a neighborhood open house, and significantly scaling back their role in providing construction support.

Blueline subsequently prepared Exhibit A dated May 14, 2013 that outlines the proposed scope of work and fees:

Task 001 – Base Mapping – \$1,000

Task 002 – Design – \$9,600

Task 003 – Bidding & Construction Assistance – \$3,700

Task 004 – Easement Preparation – \$700

Task 005 – Expenses – \$600

Task 006 – Unassigned Services Reserve –\$600

#### **ALTERNATIVES:**

1. Authorize the Mayor to sign a contract with The Blueline Group to provide professional engineering services in the amount not to exceed \$16,200 without prior written authorization by the City Council.
2. Do not authorize the Mayor to sign a contract with Blueline and direct staff to areas of concern.
3. Reject the proposal by Blueline and direct staff to negotiate with the next responsive consulting firm.

#### **FISCAL IMPACT:**

The consultant's fee is covered entirely by the \$80,617 Community Development Block Grant.

#### **RECOMMENDED ACTION:**

Authorize the Mayor to sign a contract with The Blueline Group to provide professional engineering services in the amount not to exceed \$16,200 without prior written authorization by the City Council.

#### **ATTACHMENTS:**

Attachment A – Agreement for Services

**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF SULTAN AND  
THE BLUELINE GROUP, LLC**

THIS AGREEMENT, is made this 24th day of May, 2013, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and The Blueline Group, LLC (hereinafter referred to as "Service Provider"), doing business at 25 Central Way, Suite 400, Kirkland, WA 98033.

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 such services for preparing engineering plans, specifications, bid documents and construction support for the 6<sup>th</sup> Street Water Main Completion Project, 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 Exhibit 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 express permission of the City.
2. **Payment.**
  - A. The City shall pay Service Provider at the rates set forth in Exhibit B, but not more than a total of sixteen thousand two hundred dollars (\$16,200) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.
  - B. It is expressly understood that the maximum allowable budget for consulting services is \$16,200.00. The Service Provider's total compensation to be paid by the City for services provided under terms of this Agreement is \$16,200.00, less any unused unassigned services reserve amounts, to be paid on the following basis:
    - 68% of total, less unused unassigned services reserve amount – Due upon acceptance of Base Mapping, and Design (Tasks 1 and 2)
    - 24% of total, less unused unassigned services reserve amount – Due upon completion of Bidding and Construction Assistance and Easement Preparation (Tasks 3 and 4)

- 8% of total, less unused unassigned services reserve amount – Due upon project completion (Task 5)

100% of Total Fee

Each invoice submitted for work performed shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

- C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor – client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. **Project Name.** 6th Street Water Main Completion Project.
5. **Duration of Work.** Service Provider shall complete the work described in Exhibit A on or before August 31, 2013.
6. **Termination.**
- A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
- B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Exhibit A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service

Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

- C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The Mayor or Mayor's designee shall make the final determination about what services have been satisfactorily performed.

7. **Equal Opportunity Provisions.**

- A. **Equal Employment Opportunity:** During the performance of this Agreement, the Service Provider agrees as follows:

1. The Service Provider will not discriminate against any employee or applicant for employment because of race, creed, sex, color, religion, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed and that during employment employees are treated without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by or at the direction of the government setting forth the provisions of this non-discrimination clause.
2. The Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, religion, or national origin.
3. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations and relevant orders of the Secretary of Labor.
5. The Service Provider will furnish all information and reports required by executive order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the government and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Service Provider's noncompliance with the non-compliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contract in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Service Provider will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the government may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the government, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

**B. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**C. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area

and contracts for work in connection with the project be awarded to low-income business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  3. The Service Provider will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the Service Providers commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  4. The Service Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provide it with a preliminary statement of ability to comply with the requirements of these regulations.
  5. Compliance with the provisions of Section 3. The regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
8. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

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

12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents, representatives, and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
  - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
  - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
19. **Access to Books/Records.** Representatives from the City, Snohomish County, or HUD may, at reasonable times, inspect the books and records of the Service Provider relating to performance of this contract.

- 20. **Compliance with Laws.** The Service Provider shall comply with all applicable federal, state and local laws in performing this contract.
- 21. **Subcontracting.** The Service Provider shall comply with part IV. "Subcontracting" of the Basic Terms and Conditions Agreement between Snohomish County and the City of Sultan -HSD-2013-151-248 (Exhibit C) in performing this contract.

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

**CITY OF SULTAN**

By: \_\_\_\_\_  
Carolyn Eslick, Mayor

**SERVICE PROVIDER**

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

**CITY PROJECT MANGER**

Mick Matheson, Public Works Director  
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

**Exhibit 'A' to the Contract Agreement for Professional Services  
between The City of Sultan and The Blueline Group, LLC  
for the 6<sup>th</sup> Street Water Main Completion Project – dated May 14, 2013**

**PROJECT DESCRIPTION**

The Blueline Group, LLC (“Blueline”) will provide engineering services for the City of Sultan’s 6<sup>th</sup> Street Water Main Completion Project (“Project”) generally consisting of the following:

- Water Main Design.
- Associated Survey, Bidding, and Construction Administration services.

The Project area generally includes the following area:

- Intersection of 6<sup>th</sup> Street and Alder Avenue and then north to an existing dead end main located east of the Mountainview Christian Fellowship church building.

As outlined herein, Blueline will provide topographic base mapping, design drawings, specifications, engineer’s estimates (PS&E), and provide bidding and construction administration services.

**PROJECT SCHEDULE**

Blueline shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the following Project Schedule. This schedule reflects the City’s desire to complete design as soon as possible and complete construction in 2013. Key dates include:

Notice to Proceed.....	Mid May 2013
Survey & Base Mapping .....	Late May 2013
75% Design Submittal .....	Early June 2013
Final Design Submittal.....	Late June 2013
Bidding & Award.....	July 2013
Construction Begins.....	August 2013
Construction Ends.....	September 2013
As-Builts & Project Close-out.....	October 2013

**SCOPE OF WORK**

Blueline’s scope of work for the Project is detailed below.

**Task 001 – BASE MAPPING .....Fixed Fee: \$1,000**

Blueline will prepare a base map for the project design based solely on a compilation of the following:

- Group4 AutoCAD survey file provided 4/29/13.
- Gray & Osborne AutoCAD survey file for Alder Avenue to be provided as soon as available.
- LIDAR Mapping provided by Axis Survey & Mapping.

***Assumptions:*** *Due to project budget constraints, this task has been reduced from a full topographic survey to a computer effort based on the available information referenced above. As such, the following assumptions are made. Additional work beyond what is described herein will require a scope/fee change:*

- *No field survey work will be completed.*
- *Rights-of-ways and property lines will be used based on above information provided by others and will not be verified by Blueline.*

**Exhibit 'A' to the Contract Agreement for Professional Services  
between The City of Sultan and The Blueline Group, LLC  
for the 6<sup>th</sup> Street Water Main Completion Project – dated May 14, 2013**

*(Independent verification of individual property lines is not included and will not be performed.)*

- *Utility information will be assumed from above information provided by others and will not be verified.*
- *Utility locates are not included and Blueline design documents will indicate this is the Contractor's responsibility to locate and avoid.*
- *Existing as-built information will be included if provided by the City of Sultan.*
- *Blueline will not be researching additional utility information from local agencies and purveyors other than as provided by the City of Sultan.*

**Task 002 – DESIGN .....Fixed Fee: \$9,600**

Using the base map prepared in Task 001. Blueline will provide the design, plans, and specifications for the Project. The services under this task will include:

- **Water Main Design:** Blueline will prepare a plan sheet for the design of 8-inch (approximately 622 lineal feet) ductile iron water main from the intersection of 6<sup>th</sup> Street and Alder Avenue and then north to an existing dead end main located east of the Mountainview Christian Fellowship church building. This will include:
  - Water main connections to existing at Alder Avenue and NE of the church.
  - Water services replacement (to the existing water meter) in the corridor if applicable.
  - Fittings and other associated appurtenances as necessary.
- **Water Main plans prepared as follows:**
  - Proposed alignments shown in plan view only (no profiles) per City standards.
  - City standard water details cross-referenced where applicable and specialized details developed as necessary.
  - 22"x34" sheets with roughly an 18"x28" drawing area.
  - 1"=20' horizontal scale.
- Technical specifications for Water Main design, including Proposal, Contract Forms, General Conditions, and Measurement and Payment in WSDOT format, using City-provided standard specifications when available.
- Engineer's Estimates of probable construction costs.
- 75% Design and Final Design stage submittals.
- Incorporation of City comments into the next submittal.
- Constructability review and QA/QC.
- Community Development Block Grant (CDBG) coordination with the Snohomish County Planning and Development Services' Office of Housing and Community Development.

**Deliverables:**      *75% Design Submittals: 2 sets of 22"x34" Plans, PDF of Plans, 2 sets of Specifications, and a Preliminary Engineer's Estimate.*

*Final Design Submittal: 3 sets of 22"x34" Plans, PDF of Plans, 3 sets of Specifications, and an Engineer's Estimate, plus all documents in digital format (Word, PDF, & AutoCAD) on a CD.*

*Submittal of Contract Documents to CDBG Authority as required.*

**Exhibit 'A' to the Contract Agreement for Professional Services  
between The City of Sultan and The Blueline Group, LLC  
for the 6<sup>th</sup> Street Water Main Completion Project – dated May 14, 2013**

**Task 003 – BIDDING & CONSTRUCTION ASSISTANCE.....Fixed Fee: \$3,700**

Blueline will provide limited consulting services during the bidding process and construction period. Services under this task are anticipated to include:

- Uploading Contract Documents to Builder's Exchange.
- Addressing questions from prospective bidders and generally assisting the City during the bidding process as needed.
- Attending and conducting the bid opening.
- Preparing the bid tabulation, reviewing apparent low bidder references, and preparing recommendation for contract award.
- Attending the pre-construction conference.
- Submittal review.
- General consultation and coordination on an as-needed basis. Address construction questions as they arise.
- Preparing as-builts in AutoCad.

**Assumptions:**      *This proposal does not include Construction Staking or Inspection services but a separate fee proposal can be provided upon request.*

*This proposal does not include pay estimate preparation or review, punch list assistance, attending construction meetings or monitoring construction progress but a separate fee proposal can be provided upon request.*

**Deliverables:**      *Contract Documents uploaded to Builder's Exchange.  
As-Builts on a CD.*

**Task 004 – EASEMENT PREPARATION .....Fixed Fee: \$700**

Blueline will prepare an easement exhibit and legal description for the proposed easement across the Mountainview Christian Fellowship church property based on the base map information obtained in Task 001 and other available on-line records.

**Assumptions:**      *The City will record the easement.*

**Task 005 – EXPENSES.....Fixed Fee: \$600**

The fees stated above do not include reimbursable expenses such as large format copies (larger than letter/legal size), mileage, and plots. These items will be billed under Task 004.

**Task 006 – UNASSIGNED SERVICES RESERVE .....Not to Exceed: \$600**

This task provides for unanticipated services deemed to be necessary during the course of the Project that are not specifically identified in the scope of work tasks defined above. Any additional work or funds under this item are not to be used unless explicitly authorized by the City. Fee estimate is based on ±5% of Tasks 002 – 003.

**Deliverables:**      *None yet identified.*

**Exhibit 'A' to the Contract Agreement for Professional Services  
between The City of Sultan and The Blueline Group, LLC  
for the 6<sup>th</sup> Street Water Main Completion Project – dated May 14, 2013**

**GENERAL ASSUMPTIONS & NOTES**

- Scope and fees outlined above are based on the following information (any changes to these documents may result in changes to the fees):
  - City of Sultan's Request for Qualifications dated March 2013.
  - Scoping Meeting with the City of Sultan on April 23, 2013.
- We do not anticipate that Geotechnical, traffic, Ground Penetrating Radar or Environmental Services will be necessary for this Project. If it is determined during the design phase that any of these are needed, we will provide an Additional Services Authorization request for that effort.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- Agency fees (if any) are not included as part of the fees outlined above.
- Any fees for the easement (if required) will be the responsibility of the Client.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Client revisions requested after the work is completed will be billed as Time and Expense under a new task called **Client Requested Revisions**. A fee estimate can be provided to the Client prior to proceeding with the revisions.

Exhibit 'B' to the Contract Agreement for Professional Services  
between The City of Sultan and The BlueLine Group, LLC  
for the 6th Street Water Main Completion Project – dated May 14, 2013

**6th Street Water Main Completion Project**

Job Number: 13-035  
Date: May 14, 2013

Prepared By: Ken Lauzen, PE

Task #	Base Tasks	Principal Engineer		Project Manager		Engineering Designer		CAD Technician		Total Hours	Total Cost	Total Cost (Rounded)
		\$155/hr		\$145/hr		\$115/hr		\$90/hr				
		Hours		Hours		Hours		Hours				
001	Base Mapping										\$ 1,030	\$ 1,000
002	Design	12	\$ 1,860	20	\$ 2,900	20	\$ 2,300	28	\$ 2,520	80	\$ 9,580	\$ 9,600
003	Bidding & Construction Assistance	2	\$ 310	16	\$ 2,320	6	\$ 690	4	\$ 360	28	\$ 3,680	\$ 3,700
004	Easement Preparation	0	\$ -	0	\$ -	6	\$ 690	0	\$ -	6	\$ 690	\$ 700
005	Expenses										\$ 575	\$ 600
006	Unassigned Services Reserve										\$ 665	\$ 600
TOTAL		14	\$ 2,170	36	\$ 5,220	32	\$ 3,680	32	\$ 2,880	114	\$ 16,220	\$ 16,200

The BlueLine Group

Exhibit 'B' to the Contract Agreement for Professional Services  
between The City of Sultan and The Blueline Group, LLC  
for the 6th Street Water Main Completion Project – dated May 14, 2013

**6th Street Water Main Completion Project**

001 Base Mapping		Principal Engineer		Project Manager		Engineering Designer		CAD Technician				
Item #	Description	\$155/hr		\$145/hr		\$115/hr		\$90/hr		TOTAL HRS	TOTAL FEE	
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE			
1	Base Mapping - Compilation of Existing Information	2.0	\$ 310	0.0	\$ -	0.0	\$ -	8.0	\$ 720	10.0	\$ 1,030	
<b>Total</b>		<b>2.0</b>	<b>\$ 310</b>	<b>0.0</b>	<b>\$ -</b>	<b>0.0</b>	<b>\$ -</b>	<b>8.0</b>	<b>\$ 720</b>	<b>10.0</b>	<b>\$ 1,030</b>	
											<b>001 Fixed Fee:</b>	<b>\$ 1,000</b>

002 Design		Principal Engineer		Project Manager		Engineering Designer		CAD Technician				
Item #	Description	\$155/hr		\$145/hr		\$115/hr		\$90/hr		TOTAL HRS	TOTAL FEE	
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE			
1	CDBG Coordination	2.0	\$ 310	4.0	\$ 580	0.0	\$ -	0.0	\$ -	6.0	\$ 890	
2	75% Design PS&E	6.0	\$ 930	8.0	\$ 1,160	12.0	\$ 1,380	16.0	\$ 1,440	42.0	\$ 4,910	
3	Final Design Submittal	4.0	\$ 620	8.0	\$ 1,160	8.0	\$ 920	12.0	\$ 1,080	32.0	\$ 3,780	
<b>Total</b>		<b>12.0</b>	<b>\$ 1,860</b>	<b>20.0</b>	<b>\$ 2,900</b>	<b>20.0</b>	<b>\$ 2,300</b>	<b>28.0</b>	<b>\$ 2,520</b>	<b>80.0</b>	<b>\$ 9,580</b>	
											<b>002 Fixed Fee:</b>	<b>\$ 9,600</b>

003 Bidding & Construction Assistance		Principal Engineer		Project Manager		Engineering Designer		CAD Technician				
Item #	Description	\$155/hr		\$145/hr		\$115/hr		\$90/hr		TOTAL HRS	TOTAL FEE	
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE			
1	Upload Contract Documents to Builder's Exchange	0.0	\$ -	2.0	\$ 290	0.0	\$ -	0.0	\$ -	2.0	\$ 290	
2	Address Bidder Questions & General Assistance	0.0	\$ -	2.0	\$ 290	0.0	\$ -	0.0	\$ -	2.0	\$ 290	
3	Attend & Conduct Bid Opening	2.0	\$ 310	0.0	\$ -	0.0	\$ -	0.0	\$ -	2.0	\$ 310	
4	Prepare Bid Tab, Review References, Contract Award	0.0	\$ -	2.0	\$ 290	2.0	\$ 230	0.0	\$ -	4.0	\$ 520	
5	Pre-Construction Conference	0.0	\$ -	4.0	\$ 580	0.0	\$ -	0.0	\$ -	4.0	\$ 580	
6	Provide General Coordination/Consultation	0.0	\$ -	0.0	\$ -	4.0	\$ 460	0.0	\$ -	4.0	\$ 460	
7	Provide General Coordination/Consultation	0.0	\$ -	4.0	\$ 580	0.0	\$ -	0.0	\$ -	4.0	\$ 580	
8	As-Builts	0.0	\$ -	2.0	\$ 290	0.0	\$ -	4.0	\$ 360	6.0	\$ 650	
<b>Total</b>		<b>2.0</b>	<b>\$ 310</b>	<b>16.0</b>	<b>\$ 2,320</b>	<b>6.0</b>	<b>\$ 690</b>	<b>4.0</b>	<b>\$ 360</b>	<b>28.0</b>	<b>\$ 3,680</b>	
											<b>003 Fixed Fee:</b>	<b>\$ 3,700</b>

The Blueline Group

Exhibit 'B' to the Contract Agreement for Professional Services  
 between The City of Sultan and The Blueline Group, LLC  
 for the 6th Street Water Main Completion Project – dated May 14, 2013

**6th Street Water Main Completion Project**

004 Easement Preparation		Principal Engineer		Project Manager		Engineering Designer (PLS, This Task Only)		CAD Technician			
Item #	Description	\$155/hr		\$145/hr		\$115/hr		\$90/hr		TOTAL	TOTAL
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE
1	Easement Preparation	0.0	\$ -	0.0	\$ -	6.0	\$ 690	0.0	\$ -	6.0	\$ 690
<b>Total</b>		0.0	\$ -	0.0	\$ -	6.0	\$ 690	0.0	\$ -	6.0	\$ 690
										<b>004 Fixed Fee: \$ 700</b>	

005 Expenses				Estimated Total Cost	Blueline Markup		
Item #	Description				15%		TOTAL FEE
				Lump Sum	Lump Sum		
1	Expenses			\$ 500	\$ 75		\$ 575
<b>Total</b>				\$ 500	\$ 75		\$ 575
							<b>005 Fixed Fee: \$ 600</b>

006 Unassigned Services Reserve					Total Cost (±5% of 002-003)		
Item #	Description				5%		TOTAL FEE
					As Needed		
1	Unanticipated Services Reserve				\$ 665		\$ 665
<b>Total</b>							\$ 665
							<b>006 Fixed Fee: \$ 600</b>

The Blueline Group

EXHIBIT C

BASIC TERMS AND CONDITIONS  
BETWEEN  
SNOHOMISH COUNTY  
AND  
CITY OF SULTAN

Working Copy

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## BASIC TERMS AND CONDITIONS

THIS DOCUMENT of Basic Terms and Conditions, hereinafter referred to as the "Agreement," is entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Human Services Department, hereinafter referred to as "County," and City of Sultan, hereinafter referred to as "Contractor."

### I. PURPOSE

It is the purpose of this document to establish appropriate basic terms and conditions which may be incorporated by reference into subsequent contracts between the County and the Contractor for social and health services funded in whole or in part by or through the County. This document has no independent force or effect.

### II. DEFINITIONS

As used throughout this Agreement and any Contract incorporating this Agreement, unless specified otherwise, the following terms shall have the meanings set forth below:

- A. "Acquisition costs" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less the amount depreciated through the date of trade-in) of the property traded in. Property which was expended when acquired has a book value of zero when traded in.
- B. "Assignment" shall mean the act of transferring the rights and obligations of a party under this Agreement or any Contract to another not party to this Agreement or any Contract.
- C. "BARS" shall mean the "Budgeting, Accounting, and Reporting System for Counties and Cities and Other Local Governments," as now or hereafter amended, issued by the Office of the State Auditor, State of Washington, and the BARS Manual Supplements issued by state agencies.
- D. "CFR" shall mean the Code of Federal Regulations. All references in this Agreement or any Contract to the CFR shall include any successor, amended, or replacement regulation.
- E. "Client" shall mean an individual who is eligible for or receiving services provided by the Contractor in connection with any Contract.
- F. "Contract" shall mean any agreement between the County and the Contractor that incorporates this Agreement by reference.
- G. "Contractor" shall mean the entity that is a party to this Agreement, and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, neither the Contractor nor its officers, directors, trustees, employees or agents shall be considered an employee of the County.
- H. "Debarment" shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

- I. "Director" shall mean the Director of the Snohomish County Human Services Department and/or the delegate authorized in writing to act on the Director's behalf.
- J. "Equipment" shall mean tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- K. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 79 Stat. 1936), as codified at 42 U.S.C. §§ 1320d-d8, and its implementing regulations set forth at 45 CFR Parts 160 and 164.
- L. "Nonexpendable personal property" shall mean tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit or unless stated differently in the Specific Terms of the Contract.
- M. "OMB" shall mean the federal Office of Management and Budget.
- N. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- O. "Personal property" shall mean property of any kind except real property.
- P. "RCW" shall mean the Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters and sections can be accessed at <http://slc.leg.wa.gov/>.
- Q. "Real property" shall mean any interest in land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- R. "Regulation" shall mean any federal, state, or local regulation, rule, or ordinance.
- S. "Secure Area" shall mean an area to which only authorized representatives of the entity possessing the Personal Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as filing cabinets) within a room, as long as access to the Personal Information is not available to unauthorized personnel.
- T. "Subcontract" shall mean any separate agreement or contract between the Contractor and a Subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement or any Contract.
- U. "Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who is performing under contract with the Contractor all or part of any services under any Contract incorporating this Agreement. The term "Subcontractor" shall mean a subcontractor in any tier.
- V. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an

individual who is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

- W. "Supplies" shall mean all tangible personal property other than equipment.
- X. "Trusted System" includes only the following methods of physical delivery:
1. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
  2. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; and
  3. Commercial delivery services (e.g., FedEx, UPS, DHL) which offer tracking and receipt confirmation.
- Y. "Useful life" of property shall mean its useful life as based on the U.S. Department of Treasury, Internal Revenue Service, policies and regulations on depreciation for federal tax purposes, unless the Contractor can document to the written satisfaction of the County some different period.
- Z. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested; provides services only for those determined to be eligible; and provides services on a fee-for-service or per-unit basis with contractual penalties if it fails to meet program performance standards.
- AA. "WAC" shall mean the Washington Administrative Code. All references to WAC chapters or sections shall include any successor, amended or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

### III. ASSIGNMENT AND DELEGATION

The Contractor shall not subcontract, assign, or delegate any rights or obligations under this Agreement or any Contract, either in whole or in part, without the prior express written approval of the County and the written assumption of the Contractor's obligations by the third party.

### IV. SUBCONTRACTING

- A. The Contractor shall not subcontract work or services provided under any Contract without obtaining the prior express written authorization of the County.
- B. Subcontractors are prohibited from subcontracting for direct client services without the prior express written approval of the County.
- C. The Contractor shall be responsible for the acts and omissions of its Subcontractors.
- D. At the County's request, the Contractor will forward to the County copies of Subcontracts and fiscal, programmatic, and other material pertaining to Subcontracts.
- E. Every Subcontract entered into by the Contractor under any Contract shall be in writing and incorporate the following clauses of this Agreement, with word changes where appropriate to properly identify the parties to the Subcontract:

1. Definitions;
  2. Assignment and delegation;
  3. Subcontracting;
  4. Duplication of effort;
  5. Relationship of parties;
  6. Debarment and suspension;
  7. Conflicts of interest and kickbacks;
  8. Performance standards and licensing;
  9. Services provided in accordance with law;
  10. Compliance with funding source;
  11. Compliance with Snohomish County Human Rights Ordinance;
  12. Nondiscrimination and affirmative action;
  13. Client grievances;
  14. Confidentiality;
  15. Background checks;
  16. Reports;
  17. Rights in data;
  18. Right of inspection and access;
  19. Treatment of assets;
  20. Fiscal accountability standards;
  21. Audit requirements;
  22. Insurance;
  23. Bonding; and
  24. Indemnification.
- F. If the Contractor delegates responsibility for determining service recipient eligibility to the Subcontractor, the Subcontract shall include:
1. A provision acceptable to the County that specifies how eligibility will be determined;
  2. A provision acceptable to the County that specifies how service applicants and recipients will be informed of their right to a hearing in the case of:
    - a. Denial or termination of service; and/or
    - b. Failure to act upon a request for service with reasonable promptness; and
  3. A provision acceptable to the County that states Subcontract termination shall not be grounds for a fair hearing for the service applicant or recipient under the terms of this section if:

- a. Similar services are immediately available in the County; or
- b. Termination was the result of termination under the clause of this Agreement captioned "Termination for Lack of Funding."

G. The obligations, which shall be set forth in any Subcontract, include:

1. Performance of the Contractor's obligations under the Subcontract;
2. Subcontracting with entities or persons that maintain appropriate license, certification or government approvals when required;
3. Responsibility for Subcontractor compliance with the Subcontract terms, including reporting procedures; and
4. Seeking appropriate administrative, contractual, or legal remedies for Subcontractor breach of Contract terms.

#### V. DUPLICATION OF EFFORT

The Contractor certifies that work to be performed under any Contract will not duplicate any work to be charged against any other contract, subcontract, or other source.

#### VI. RELATIONSHIPS OF PARTIES

The Contractor will perform the services under this Agreement and any Contract as an independent contractor and not as an agent, employee, or servant of the County or any state or federal agency. The Contractor, its agents and employees are not entitled to any benefits or rights enjoyed by employees of the County or any state or federal agency. The Contractor shall direct and control Contractor's own activities in providing services under this Agreement, any Contract, and any Subcontract approved by the County. The County shall only have the right to ensure performance. Nothing in this Agreement or any Contract shall be construed to render the parties partners or joint ventures.

#### VII. DEBARMENT AND SUSPENSION

All Contracts awarding federal resources are subject to the provisions of federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension," including any amendments, as follows:

- A. Contractors and Subcontractors must not make any award or permit any award (contract or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension." Contractors shall consult and require their Subcontractors at any tier, when charged as direct cost, to consult the consolidated list of "Parties Excluded from Federal Procurement and/or Nonprocurement Programs" to assure that they do not award federal grant funds to listed parties in violation of the federal Executive Orders.
- B. If a Contractor believes that there are compelling reasons for making an award to a debarred, suspended, or voluntarily excluded person in a particular case, the Contractor may apply for a waiver from this requirement, pursuant to federal Executive Order 12549. Such waivers will be granted only in unusual circumstances

upon the written determination, by an authorized federal agency official, of the compelling reasons justifying the participation.

- C. The Contractor, by signature to this Agreement and to each Contract into which it enters, certifies that the Contractor is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any Contract by any federal department or agency.
- D. The Contractor also agrees to include the following required language in all Subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under any Contract:

**LOWER TIER COVERED TRANSACTIONS**

- 1. The lower tier subcontractor certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the contract.
- E. The Contractor shall notify the County within one (1) business day of any debarment proceedings brought against it or any of its Subcontractors.

**VIII. CONFLICTS OF INTEREST AND KICKBACKS**

- A. The Contractor's employees, subcontractors, and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business, or other ties.
- B. The Contractor's employees, subcontractors, and board or committee members shall not have or acquire any interest, direct or indirect, which would conflict with the performance of services under any Contract. The Contractor shall not employ or subcontract with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee(s).
- C. Personnel and governing board or advisory committee policies of the Contractor shall include written standards of conduct governing conflict of interest and kickbacks.
- D. Gratuities in the form of entertainment, gifts, or otherwise offered by the Contractor or an agent or representative of the Contractor to any officer or employee of the County, with a view towards securing any Contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination, will render any Contract voidable at the option of the County.
- E. The County may, by written notice to the Contractor, suspend or terminate any Contract in whole or in part if it is found that any of the following laws, or their successors, have been violated in obtaining this Agreement or any Contract, or in securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to this Agreement, any Contract or any contracts or Subcontracts entered by the Contractor or agencies contracting with the Contractor under authority of this Agreement:

1. Misconduct of Public Officers, Chapter 42.20 RCW;
  2. Ethics in Public Service, Chapter 42.52 RCW;
  3. Kickbacks from Public Works Employees, 18 U.S.C. § 874.
- F. Additionally, the County may, by written notice, suspend or terminate any Contract in whole or in part with a Contractor that is local governmental entity if it is found that the Contractor has violated the Code of Ethics for Municipal Officers – Contract Interests, Chapter 42.23 RCW.

**IX. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement or any Contract. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the County may at its discretion:

- A. Terminate this Agreement and any Contract under the procedures discussed in Section XLIII without any liability;
- B. Deduct from the Contract price or consideration, or otherwise recover, the full amount of any such contingent fee; and
- C. Seek such other remedies as are legally available.

**X. NONWAIVER OF COUNTY RIGHTS**

The County's failure to insist upon the strict performance of any provision of this Agreement or any Contract, its failure to exercise any right based upon a breach thereof, or its acceptance of any defective performance shall not constitute a waiver of any rights under this Agreement or any Contract, unless stated to be such in writing signed by an authorized representative of the County and attached to the original Agreement or Contract.

**XI. PERFORMANCE STANDARDS AND LICENSING**

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the County to assure the quality of services necessary for the performance of any Contract.

**XII. SERVICES PROVIDED IN ACCORDANCE WITH LAW**

The Contractor and the County shall comply with all applicable laws, rules, ordinances, codes, and regulations of local, state, and federal governments, as now existing or hereafter enacted or amended in the performance of any Contract.

**XIII. COMPLIANCE WITH FUNDING SOURCE REQUIREMENTS**

The Contractor shall comply with all conditions, terms and requirements of any funding source that wholly or partially funds the Contractor's work under any Contract.

**XIV. PROPRIETARY SOFTWARE APPLICATIONS**

In the event the Contractor accesses the County's proprietary software applications to perform any work under any Contract, the Contractor shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. Restricting the use of the software application to employees or subcontractors;
- B. Not "pirating" or reverse engineering the software application; and/or
- C. Otherwise using the application in any way that may harm the County or violate the terms and conditions of the software license agreement.

**XV. COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE**

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**XVI. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

During the performance of any Contract, the Contractor and its Subcontractor(s), if any, shall comply with federal and state laws against discrimination including, where applicable, the state funding agency's nondiscrimination plan. Nondiscrimination requirements include, but are not limited to:

- A. Nondiscrimination in Employment:
  - 1. The Contractor and its Subcontractor(s), if any, shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.
  - 2. The Contractor and its Subcontractor(s), if any, shall take affirmative action to ensure that employees are treated without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap. Such

action shall include, but not be limited to, the following: promotion, demotion, transfer, termination, recruitment, advertising, training, apprenticeships, and rates of pay or other forms of compensation and benefits.

3. The Contractor and its Subcontractor(s), if any, shall agree to post in a conspicuous place available to employees and applicants, employment notices provided by the County setting forth the provisions of this nondiscrimination clause.
4. All solicitations, advertisements, or announcements for employees, volunteers, and board or advisory committee members will include reference to the Contractor's policy of nondiscrimination and affirmative action. Classified advertisements shall include the initials "EEOC/AA". All other solicitations, advertisements, or announcements shall include the following statement:

*All qualified applicants will receive consideration without regard to race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.*
5. All Subcontracts awarded in excess of \$10,000 by the Contractor or any Subcontractor shall contain a provision requiring compliance with federal Executive Order 11246 entitled "Equal Employment Opportunity," as amended by federal Executive Order 11375, and supplemented by 41 CFR Chapter 60.
6. Contractors with fifty (50) or more employees and government contracts of \$50,000 or more in federal funds are required by Executive Order 11246 to develop and implement a written affirmative action program.

**B. Nondiscrimination in Client Services:**

1. The Contractor and its Subcontractor(s), if any, shall not on the grounds of race, color, sex, sexual orientation, religion, creed, national origin, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap:
  - a. Deny, restrict, limit, or treat differently qualified individuals for the purposes of the participation in and the delivery of services and/or benefits made available to others; or
  - b. Employ criteria or methods of selection of recipients, individually or as a class, or administering services and/or benefits that have the effect of subjecting qualified individuals to discrimination or unequal treatment.
2. The Contractor and its Subcontractor(s), if any, shall abide by all provisions of Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 355) (the "Rehabilitation Act"), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, codified at 42 U.S.C. § 12101 et seq.) (the "ADA"), and any amendments, prohibiting discrimination against handicapped persons.
3. If subcontracting has been authorized by the County, the terms required in this Agreement and any additional appropriate safeguards against discrimination shall be included in the Subcontract and shall be binding upon the Subcontractor in order to prohibit discrimination or unequal treatment. The Contractor shall ensure full compliance with the provisions of this clause.

**XVII. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the Contractor's noncompliance or refusal to comply with the nondiscrimination provisions in this Agreement, the County may rescind, cancel, suspend, or terminate any Contract, as described in Section XLIII of this Agreement, in whole or in part, and declare the Contractor ineligible for further Contracts with the County. The County may, however, give the Contractor a reasonable time to cure the noncompliance, at the County's discretion.

**XVIII. CLIENT GRIEVANCES**

- A. The Contractor shall establish procedures through which applicants for and recipients of services under any Contract may present grievances concerning the activities of the Contractor or any Subcontractor(s) related to service delivery. The procedures shall be written and submitted to the County for approval. The Contractor shall record and maintain in writing all grievances and actions taken to resolve them.
- B. The grievance procedures shall provide applicants and recipients with a review of the Contractor's decision before representatives of the Contractor. Applicants for, and recipients of, services described in the Statement of Work in any Contract shall be informed of these grievance procedures and their right to seek reconsideration from the Contractor or the Division Manager for the Snohomish County Human Services Department in the case of denial or termination of services and/or failure to act upon a request for services with reasonable promptness.
- C. If an applicant or recipient is dissatisfied with a response to a complaint by the Contractor or Division Manager for the Snohomish County Human Services Department, the applicant or recipient may request a review by the Director of the Snohomish County Human Services Department.

**XIX. CONFIDENTIALITY**

- A. The parties may use Personal Information and other information gained by reason of any Contract only for the purpose of the Contract. The County and Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person or personal representative of the person to whom the Personal Information pertains.
- B. The Contractor shall protect and maintain all Confidential Information gained by reason of any Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
  - 1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
  - 2. Physically securing any computers, documents, or other media containing the Confidential Information;

3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
  4. When transporting records containing Confidential Information outside of a Secure Area, do one or more of the following as appropriate:
    - a. Use a Trusted System; and
    - b. Encrypt the Confidential Information, including:
      - 1) Email and/or email attachments; and
      - 2) Confidential Information when it is stored on portable devices or media, including, but not limited to laptop computers and flash memory devices; and
  5. Sending paper documents containing Confidential Information via a Trusted System.
- C. To the extent allowed by law, at the end of any Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
- D. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the Confidential Information destroyed through the recycling process. Paper documents containing Confidential Information require special handling (e.g., protected health information) must be destroyed through shredding, pulping or incinerations.
- E. The compromise or potential compromise of Confidential Information must be reported to the County contact designated on any Contract within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of 500 or more persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.
- F. The Contractor may be required to provide additional safeguards and acknowledgment of recipient rights under HIPAA, in accordance with the Contractor's independent HIPAA obligations or those required by any Contract.

**XX. BACKGROUND CHECKS**

- A. Any Contractor which has a Contract to provide services, housing, or otherwise care for vulnerable adults, developmentally disabled persons, juveniles, or children, or provide child day care, early learning, or early childhood education services shall ensure all staff and volunteers have a background check on file as per RCW 43.43.830-43.43.845.
- B. A background check must be completed at the time of employment or commencement of volunteer duties.
- C. If circumstances arise that cause a provider to question the need for another background check, they are encouraged to implement another check. All persons

convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to program participants.

**XXI. TREATMENT OF CLIENT ASSETS**

Unless otherwise provided in any Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under any Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or expiration of any Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

**XXII. REPORTS**

The Contractor shall timely provide to the County and to any state or federal funding agency such financial, program, and other reports, in such formats as required by this Agreement or any Contract.

**XXIII. MAINTENANCE OF RECORDS**

- A. The Contractor shall retain for a period of six (6) years from the termination of any Contract unless required otherwise by law:
  - 1. All financial, statistical, participant, and other records (including medical and treatment records) and supporting documentation;
  - 2. All records for nonexpendable personal property;
  - 3. All records to document performance of all acts required by law, regulation, this Agreement or that Contract;
  - 4. All records to demonstrate accounting procedures and practices that sufficiently and properly document the Contractor's invoices to the County under that Contract; and
  - 5. All records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- B. If any litigation or audit is initiated, or if a claim is instituted involving this Agreement or any Contract, or a Subcontract entered pursuant to any Contract, the Contractor shall retain all related records until the litigation, audit, or claim has been finally resolved.

**XXIV. RIGHTS IN DATA**

All documents, program materials, books, manuals, films, reports, fiscal, and other data developed by the Contractor under any Contract shall be for the common use of the Contractor, the County, and the entity providing the funds for any Contract, subject to the limitations herein or by further agreement of the parties, including the following:

- A. The Contractor shall not seek patent rights, or produce inventions, original books, manuals, films, or other patentable or copyrighted materials created or developed with funds provided by any Contract without the approval of the County. As to the latter, the Contractor acknowledges the County's rights to ownership and protection of the public interest in such intellectual property and to negotiate agreements for reasonable royalty fees, administration, and protection of existing and future rights. The Contractor shall not affix any restrictive markings upon any data produced with funds from any Contract, and if such markings are affixed, the County shall have the right to modify, remove, or ignore such markings.
- B. The County may duplicate, use, and disclose in any manner and for any purposes whatsoever, and have others so do, all data delivered under a Contract. If a Contract results in any copyrightable material or inventions, the County and the entity providing the funds for that Contract reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials covered by copyright for governmental purposes, PROVIDED, that with respect to data not originated in the performance of the Contract, such license shall be only to the extent that the Contractor has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under a Contract, of all invasions of right or privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the Contract and not licensed under this clause. The Contractor shall report to the County promptly and in written detail each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under a Contract.
- C. All books, informational pamphlets, press releases, research reports, articles, and similar public notices prepared and released by the Contractor for the services provided by any Contract shall include the statement, "This project receives funding from the Snohomish County Department of Human Services." In addition, all such notices will contain a statement acceptable to the County that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., the ADA, and the Rehabilitation Act.

**XXV. OWNERSHIP OF MATERIAL**

Material created by the Contractor and paid for by the County as a part of this Agreement or any Contract shall be owned by the County and shall be "work made for hire" as defined by 17 U.S.C. § 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement or any Contract but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

**XXVI. OWNERSHIP OF REAL PROPERTY, EQUIPMENT AND SUPPLIES**

- A. Purchased by the Contractor:

1. Title to all property, equipment and supplies purchased by the Contractor with funds from any Contract shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County. If the per unit fair market value of equipment is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.
2. When supplies with a total aggregate fair market value over \$5,000 are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County. If the total aggregate fair market value of supplies is under \$5,000, the Contractor may retain, sell, or dispose of them with no further obligation.
3. Disposition and maintenance of property shall be in accordance with 45 CFR Parts 74 and 92.

**B. Purchased by the County:**

Title to property, equipment or supplies purchased by the County and provided to the Contractor to carry out the activities of any Contract shall remain with the County. When real property, equipment or supplies are no longer needed for the purpose of carrying out any Contract, or any Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the County.

**XXVII. RIGHT OF INSPECTION AND ACCESS**

The Contractor shall provide access to its records, facilities, and personnel at all reasonable times in order to monitor and/or evaluate performance, compliance, and quality assurance under this Agreement or any Contract. Access and assistance shall be given to the County, any state, federal, or other funding agency, the State Auditor, and to any other person authorized by law.

**XXVIII. TREATMENT OF ASSETS**

- A. To secure the financial interest of the County in items purchased or developed with funds awarded through cost reimbursement under this Agreement or any Contract, the parties agree that:
  1. Title shall remain in the County; and
  2. Title to such nonexpendable personal property, which is purchased, developed, or acquired by the Contractor and which is claimed as an acquisition cost, shall pass to and vest in the County upon delivery of such property by the Contractor and shall not be rented, loaned, or transferred without the prior express written approval of the County.
- B. Unless provided otherwise by agreement of the parties, if the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct cost shall

be irrevocable and must be made at the time the asset is purchased, developed, or acquired.

- C. Such nonexpendable personal property shall only be used by the Contractor or its Subcontractors in the performance of this Agreement or any Contract, unless otherwise provided herein or approved by the County.
- D. As a condition precedent to reimbursement for the purchase or acquisition of nonexpendable personal property, the Contractor agrees to execute security instruments and other documents that are necessary for the County, state, federal, or other funding agency to protect its interest in such property in accordance with Article 9A of the Uniform Commercial Code, as codified in Title 62A RCW, including, but not limited to, completion of UCC-1, UCC-2, and UCC-3 forms. The Contractor also agrees to name the County (or funding agency) as lien holder(s) on certificates of title for all motor vehicles in accordance with Title 46 RCW, unless otherwise approved by the County.
- E. The Contractor shall submit completed certificates of title and applicable UCC forms for equipment and fixtures to the County with the claim for reimbursement on which they are claimed. The security interest shall be retained beyond the term of any Contract for the serviceable life of the property, beginning on the date of purchase, to ensure its continued use for the purpose intended.
- F. The Contractor shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of County property. The Contractor shall be responsible for:
  - 1. Performing an annual physical inventory of all nonexpendable personal property of the County in its possession or control and requiring such inventories of any Subcontractor that is in possession of such property provided under a Subcontract to any Contract, at the end of the Contractor's fiscal year during any Contract;
  - 2. Loss, damage and expenses, which result from negligence, willful misconduct, or lack of good faith on the part of the Contractor or Subcontractor(s) or failure on the part of the Contractor or Subcontractor(s) to maintain and administer the property in accordance with sound management practices;
  - 3. Ensuring that the property will be returned to the County in like condition as furnished to or acquired by the Contractor, reasonable wear and tear excepted; and
  - 4. Notifying the County of loss, destruction, or damage to any County property and taking all reasonable steps to protect that property from further damage.
- G. The Contractor and any Subcontractor shall surrender to the County all property of the County within thirty (30) calendar days after rescission, termination, cancellation, or expiration of this Agreement, or any Contract, unless otherwise mutually agreed between the Contractor or Subcontractor and the County.
- H. County approval is required prior to all purchases of non-expendable personal property with a useful life of more than one year and an acquisition cost of \$500 or

more per unit unless stated differently in the specific terms of the Contract and of all purchases or rentals of data processing equipment, regardless of cost.

## XXIX. PROCUREMENT STANDARDS

Contractors under a cost reimbursement Contract must establish policies and procedures for all purchases of nonexpendable property with an acquisition cost in excess of \$500 per unit unless stated differently in the specific terms of the Contract. The procurement system should include, but is not limited to, the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, and/or agents engaged in the awarding of contracts using awarded funding.
- B. Provisions that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Procedural requirements are as follows:
  1. A procedure to assure the avoidance of purchasing unnecessary or duplicative items;
  2. Solicitations based upon a clear and accurate description of the technical requirements of the procured items;
  3. Positive efforts to utilize small and minority owned businesses;
  4. A procuring instrument appropriate for the particular procurement and for promoting the best interest of the program involved;
  5. Contracts made only with reasonable vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
  6. Some form of price or cost analysis performed in connection with every procurement action; and
  7. A system for Contract administration to ensure vendor conformance with terms, conditions, and specifications of the Contract and to ensure adequate and timely follow-up of all purchases.
- D. Procurement records and files for purchases shall include:
  1. Evidence of vendor selection or rejection;
  2. The basis for the cost or price; and
  3. Justification for lack of competitive bids if not obtained.
- E. Contractors and Subcontractors under this Agreement, or any Contract, must obtain prior approval from the County to enter into sole source contracts or contracts where only one bid or proposal is received when the acquisition cost exceeds \$5,000. Requests for prior approval must include a copy of the proposed contract(s) and any related procurement documents and justifications for noncompetitive procurement, if applicable.

XXX. FISCAL ACCOUNTABILITY STANDARDS

- A. During the Contract period, the Contractor agrees to maintain financial systems which will assure the following for this Agreement and any Contract:
1. Accurate, current, and complete disclosure of all direct and indirect costs;
  2. Records that identify all sources and application of funds;
  3. Control and accountability for all funds, property, and other assets;
  4. Procedures that ensure comparison of actual costs with approved budgets;
  5. Procedures to assure timely disbursement of funds received by the Contractor from the County;
  6. Procedures to assure all costs are allowable, reasonable, and are properly allocated to each funding source;
  7. Source documentation that supports all accounting records; and
  8. Procedures for timely and appropriate resolution of audit findings and recommendations.
- B. All fiscal books, records, documents, reports, and other data relating to this Agreement and any Contract shall be maintained and reported in a manner consistent with BARS.
- C. The Contractor agrees that any County, state, federal, or other funding agency; any local, state, or federal regulatory body; and the Office of State Auditor shall have full access to and right to examine any fiscal books, records, documents, and other materials relevant to this Agreement and any Contract at all reasonable times.

XXXI. REIMBURSEMENT PROCEDURES

- A. No payment shall be made for any goods, materials, or services purchased unless the goods, materials, or services are expressly detailed within the approved Budget and Statement of Work set forth under any Contract.
- B. The Contractor will submit monthly written claims for reimbursement for services rendered under any Contract by the 10th calendar day of the month following the month services were provided. Written claims for reimbursement received after the 10th calendar day of the month may not be processed until the following month. The County will process claims after all supporting documentation is provided in correct and proper form.
- C. If written claims for reimbursement are not submitted within ninety (90) calendar days of the close of the month of service provision, those claims may not be processed or paid.
- D. The County reserves the right to withhold payment for services required to be performed under any Contract until required reports and/or other documents have been received.

- E. The Contractor shall not bill the County, and the County shall not pay the Contractor, if the Contractor has charged or will charge the County or any other party under any other contract or agreement for the same services.

**XXXII. BUDGET REVISIONS**

The Contractor may request budget revisions which shall be in writing in a format prescribed by the County.

- A. Line item shifts less than 10% of the total Contract budget do not require prior County approval.
- B. The following revisions require prior written approval by the County:
  - 1. Line item shifts greater than ten percent (10%) of the total Contract budget; and
  - 2. Line items shifts that occur during the Contract period that are cumulatively greater than ten percent (10%) of the total Contract budget.
- C. Budget revisions that increase Administration categories are not allowable.
- D. Proposed changes to the Contact budget that increase or decrease the total Contract amount or change the Statement of Work shall necessitate a written amendment to the Contract.

**XXXIII. AUDIT REQUIREMENTS**

- A. Contractors are to procure audit services based on the following guidelines:
  - 1. The Contractor shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that Subcontractors also maintain auditable records.
  - 2. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
  - 3. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
  - 4. As applicable, the Contractor required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General, and the OMB Compliance Supplement for Single Audits of Educational Institutions and Other Nonprofit Organizations.
  - 5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) calendar days of the date of request.
- B. A-133 Audits
  - 1. If the Contractor is a subrecipient of federal awards as defined by OMB Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of

the pass-through entity. The Contractor shall make its records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and the County. The Contractor shall incorporate OMB Circular A-133 audit requirements into all Contracts between the Contractor and its Subcontractors that are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.

2. The Contractor shall maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.
3. The Contractor shall comply with the Omnibus Crime Control and Safe Streets Act of 1968 (Pub. L. 90-351, 84 Stat. 197); Title VI of the Civil Rights Act of 1964 (Pub. L. 86-449, 47 Stat. 634); the Rehabilitation Act of 1973; Title II of the ADA; Title IX of the Education Amendments of 1972 (Pub. L. 92-318, 86 Stat. 235); the Age Discrimination Act of 1975 (Pub. L. 94-135, 89 Stat. 728, codified at 42 U.S.C. § 6101 et seq.); and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (See [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr) for additional information and access to the aforementioned federal laws and regulations.)
4. If the subrecipient Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single or program-specific audit for that year. This requirement also applies when a subrecipient Contractor has received a federal loan with continuing compliance requirements, regardless of when the loan originally occurred. Upon completion of each audit, the Contractor shall submit to the County contact person shown below the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide, if applicable, and a copy of any management letters issued by the auditor. This documentation shall be submitted on the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period unless a longer period is agreed to in writing and in advance by the cognizant or oversight agency for audit.

Responses to the above shall be sent to:

Administrative Services Division Manager  
Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201

Or emailed to: [HSD.Fiscal@snoco.org](mailto:HSD.Fiscal@snoco.org)

5. The Contractor shall follow up on and develop corrective action for all audit findings, in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and prepare a "Summary Schedule of Prior Audit Findings."

6. If the Contractor is a state or local government entity, the audit shall be conducted by the Office of the State Auditor, or designee of the State Auditor. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."

#### C. Other Audits

1. Contractors that receive less than \$500,000 in federal awards, Contractors that are private for-profit agencies, Contractors that are solely state funded and/or Contractors that are identified as vendors currently do not fall under the requirements of the Single Audit Act and shall have a financial audit performed by a licensed CPA, as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS).
2. The financial audit requirement may be waived for small agencies, at the County's sole discretion. For small entities, a review engagement by a licensed CPA will be required when the County has waived the financial audit provision. The County reserves the right to require an audit described in C.1 above, should the results of the review engagement be unfavorable.
3. The Contractor must send a copy of the audit report/review engagement no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Administrative Services Division Manager  
Snohomish County Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201

Or emailed to: [HSD.Fiscal@snoco.org](mailto:HSD.Fiscal@snoco.org)

#### XXXIV. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the County establishes that overpayments or erroneous payments have been made to the Contractor under any Contract, the County may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the County, or by doing both.

#### XXXV. INSURANCE

Prior to commencement of any Contract, the Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees, contractors or Subcontractors. Review of the Contractor insurance by the County shall not relieve or decrease the liability of the Contractor.

##### A. Minimum Insurance Requirements

1. Commercial General Liability Insurance with limits not less than; \$1,000,000 each occurrence and \$2,000,000 aggregate written on Insurance Services Office (ISO) occurrence form CG 00 01, or its equivalent and shall cover liability arising

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from premises operations, completed operations, personal injury and advertising injury. The policy shall not be modified to exclude liability arising from exploding, collapse or underground property damage. Claims made policies are not acceptable.

2. If the Contract includes any activities requiring the use of a vehicle, the Contractor shall also obtain and maintain Automobile Liability insurance with limits not less than \$1,000,000 written on Insurance Services Office (ISO) form CA 00 1 or its equivalent and shall cover liability for ANY AUTO. If necessary, the policy shall be endorsed to provide contractual liability coverage.
3. If the Contractor is providing a professional service, Professional Liability coverage is required:
  - a. Minimum limit of coverage shall be \$1,000,000 per claim.
  - b. For coverage provided on a "claims made" form, the policy shall be effective prior to or coincident with the date of the Contract. The coverage shall be maintained for the duration of the Contract and for a minimum of three (3) years following termination of the Contract. The Contractor shall annually provide the County with proof of renewal.
4. Workers Compensation coverage will be maintained as required by the Industrial Insurance laws of the State of Washington and, if applicable, the Federal Longshoremen's and Harbor Workers' Act.

**B. Insurance Certificates**

1. Prior to the commencement of any Contract, the Contractor shall furnish to the County a certificate of insurance with required additional insured endorsements.
2. If the Contractor is a public entity and is insured through a State of Washington approved and recognized cooperative or pool, the County will accept a letter of coverage in lieu of a certificate of insurance.
3. All insurance certificates shall name Snohomish County, its officers, elected officials, agents and employees as additional insured.

**XXXVI. BONDING**

The Contractor shall provide and maintain any bond obligations specified in this Agreement or any Contract during the full term of the Contract.

**XXXVII. INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend Snohomish County, its officers, elected officials, agents, employees, and any state, federal, or other funding agency from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for damage to any property or business and/or any death, injury, sickness or disability to any person, including without limitation any employee of the Contractor or its Subcontractors, caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this Agreement or any

Contract or any act, error, or omission of the Contractor, Contractor's employees, agents, or Subcontractors, whether by negligence or otherwise.

- B. The Contractor shall assume the risk, liability, and pay all damage, loss, cost, and expense of any party, including its employees, arising out of the performance of this Agreement and any Contract, except that caused by negligence and/or willful misconduct solely of Snohomish County and/or its employees acting within the scope of their employment.
- C. With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employee(s) caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement and any Contract. This waiver is mutually negotiated by the parties.
- D. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or Subcontractors.

#### XXXVIII. DISPUTES

- A. Except as otherwise provided in this Agreement or any Contract, any dispute concerning a question of fact arising under this Agreement or any Contract, which is not disposed of by consensus, shall be decided by the County through the Director of Human Services upon submission of the dispute for resolution in writing by either party. The Director shall submit his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
- B. The decision of the County shall be final, but shall not preclude judicial review. Pending resolution of the dispute, the Contractor shall proceed diligently with the performance of any Contract.
- C. A party's written request for dispute resolution must be mailed to the Human Services Department, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which it now disputes and must state:
  - 1. The disputed issues;
  - 2. The relative positions of the parties; and
  - 3. The Contractor's name, address, and its County contract number.

#### XXXIX. RESPONSIBILITY

Each party to this Agreement shall be responsible for the negligence of its officers, employees, agents, and Subcontractors in the performance of this Agreement and any Contract. Except to the extent that it meets its obligations to perform this Agreement or any Contract through a Subcontractor, no party to this Agreement shall be responsible

for the acts and/or omissions of entities or individuals not a party to this Agreement or any Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

**XL. COUNTY AUTHORITY**

The County Executive or his/her designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement and any Contract on behalf of the County, provided it is in writing and signed by the County Executive or his/her designee and consistent with the requirements for changes and modifications under this Agreement and any Contract.

**XLI. DRUG-FREE WORKPLACE**

The Contractor shall maintain a workplace free from alcohol and drug abuse as required by the Drug-Free Workplace Act of 1998, Pub. L. No. 105-277, 112 Stat. 2681, as amended.

**XLII. CHANGES AND MODIFICATIONS**

- A. Either party may request changes, amendments, or additions to any portion of this Agreement or any Contract. Except as provided in Section XLII-B below, no such changes, amendments, or additions to any portion of this Agreement or any Contract shall be valid or binding upon either party unless it is in writing and executed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment. All amendments shall be attached to, and made part of, the amended Agreement or Contract.
- B. This Agreement and any Contract may be unilaterally amended by the County Executive or his/her designee to:
1. Reflect changes in state or federal laws, rules, policies, or regulations governing their content; or
  2. Extend the end date of any Contract without making any changes to the budget.

**XLIII. TERMINATION OR SUSPENSION OF ANY CONTRACT**

**A. Termination for Convenience:**

1. The County or Contractor may terminate any Contract, in whole or in part, upon thirty (30) calendar days' advance written notice to the other party.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

**B. Termination for Lack of Funding:**

1. The County may terminate any Contract, in whole or in part, upon five (5) business days' written notice in the event expected or actual funding from a state, federal, or other source is withdrawn, reduced, or limited in any way prior to Contract expiration. The termination shall be effective on the date specified in the notice of termination.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

C. Suspension or Termination for Lack of Performance:

1. In the event the County determines the Contractor has failed to meet or maintain any requirement for contracting with the County, to comply with the terms or conditions of this Agreement or any Contract in a timely manner, or has otherwise breached any provision or condition of this Agreement or any Contract, the County has the right to suspend or terminate any Contract upon a 24-hour prior written notice.
2. The County may suspend all or any part of any Contract, and withhold further payments or prohibit the Contractor from incurring additional obligations thereunder, during investigation of suspected noncompliance. The County may also take these actions pending corrective action by the Contractor or pending a decision by the County to terminate any Contract.
3. Before the County may terminate any Contract for lack of performance, the County shall provide the Contractor with written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Contract. The County may terminate the Contract for lack of performance without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a client's health or safety is in jeopardy.
4. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. Suspension or Termination for Fraud, Abuse, Violation of Law

The County reserves the right to suspend or terminate all or part of any Contract, to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds, if the County has reason to believe that fraud, abuse, or violation of law has occurred on the part of the Contractor in the performance of any Contract.

E. Suspension or Termination Procedures

1. Suspension or Termination by County

Upon receipt of the notice of suspension or termination of any Contract, unless otherwise directed by the County in writing, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent, specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities under that portion of the Contract that has been suspended or terminated;
- c. Complete performance of that part of the Contract, if any, which has not been suspended or terminated;
- d. Take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the County has or may acquire an interest; and
- e. Transfer title to the County of any property that was purchased with funds awarded under any Contract or any prior contract involving the same funding source and program purpose.

2. Termination by Contractor

- a. The Contractor may terminate any Contract for default, in whole or in part, by written notice to the County, if the Contractor has a reasonable basis to believe that the County has:
  - (i) Failed to meet or maintain any requirement for contracting with the Contractor;
  - (ii) Failed to perform under any provision of this Agreement or any Contract;
  - (iii) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Contract; or
  - (iv) Otherwise breached any provision or condition of this Agreement or any Contract.
- b. Before the Contractor may terminate any Contract for lack of County performance, the Contractor shall provide the County with written notice of the County's noncompliance with the Agreement or the Contract and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Contract.

3. Delivery and Preservation of County Assets; Recovery of Costs

Upon termination of a Contract by either party, the Contractor shall promptly deliver to the County all County assets (property) in the Contractor's possession, including any material created under any Contract. Upon failure to return County property within ten (10) business days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of the County that is in the possession of the Contractor pending return to the County.

#### 4. Remedies

- a. If the County terminates any Contract for lack of performance, the County may withhold a sum from the final payment to the Contractor that the County determines is necessary to protect the County against loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under this Agreement.
- b. The Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement if either:
  - (i) The County terminated a Contract for lack of performance and it is later determined that the Contractor was not at default for lack of performance;  
or
  - (ii) If the Contractor terminated a Contract for lack of County performance.

#### XLIV. SEVERABILITY

- A. The provisions of this Agreement are severable. If any part, term, or provision of this Agreement or any Contract is determined to be invalid, the remaining provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if this Agreement or any Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any part, term, or provision is in conflict with any constitutional or statutory provision of the State of Washington, the part, term, or provision shall be deemed modified to conform to such constitutional or statutory provision.

#### XLV. CONTRACT CLOSE-OUT PROCEDURES

- A. The Contractor shall submit within thirty calendar (30) days after the date of expiration of any Contract all financial, performance, and other reports required by the Contract and, in addition, shall cooperate in a program or other audit by the County or its designee if the County determines that a program or other audit is necessary.
- B. If a financial audit of any Contract is conducted, the County retains the right to withhold a just and reasonable sum from the final payment to the Contractor after fully considering the results of the final audit.

#### XLVI. LOBBYING AND CERTIFICATION

- A. The requirements of 31 U.S.C. § 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and related subsections of the Code of Federal Regulations implemented for funding authorities, apply to federal contracts, grants and cooperative agreements exceeding \$100,000 in total costs (see 45 CFR § 93.110(a)(1)), and loans exceeding \$150,000 (see 45 CFR § 93.110(a)(2)).
- B. No federal funds awarded under any Contract may be used to provide assistance in connection with any election or any voter registration activity. No federal funds may

be used for working for or against ballot measures, or for or against the candidacy of any person for public office.

- C. The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency or a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR § 93.110.
- D. The Contractor shall include a clause in all Subcontracts restricting Subcontractors from lobbying in accordance with this section and requiring Subcontractors to certify and disclose accordingly.

**XLVII. VENUE STIPULATION**

This Agreement and any Contract has been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

**XLVIII. NOTICES**

- A. Unless otherwise directed in writing, notices, reports, and payments to the County shall be delivered to the following address:

Administrative Services Division  
Snohomish County Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201

- B. Unless otherwise directed in writing, notices, reports, and payments to the Contractor shall be delivered to the following address:

City of Sultan  
P.O. Box 1199  
Sultan, WA 98294

- C. Notices mailed by the County shall be deemed given on the date mailed. Notices received by the County shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) calendar days prior to the effective date.

**XLIX. SIGNATURE AUTHORIZATION FORMS**

The Contractor shall submit a Signature Authorization Form annually and upon request from the County. The Signature Authorization Form shall reflect the authorized signatory(ies) of the Contractor for applications, contracts, amendments, and monthly expenditures reports and requests for reimbursement. The Signature Authorization Form shall also designate the email address for the authorized recipient(s) of contracts

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and amendments from the County. Changes to signature authority of the Contractor shall require that an updated Signature Authorization Form be submitted to the County.

L. SURVIVABILITY

The terms and conditions contained in this Agreement which by their sense and context are intended to survive the expiration or termination of the Agreement or a Contract shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Lack of Performance, Termination Procedure, and Treatment of Assets.

LI. ENTIRE AGREEMENT

These provisions represent the entire and integrated Basic Terms and Conditions of the parties and may not be modified or amended except as provided herein.

LII. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms of this Agreement and any Contract, the conflict shall be resolved by giving precedence to the Specific Terms and Conditions of the Contract.

LIII. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement or any Contract into which it is incorporated unless amended as set forth in Section XLII, Changes and Modifications.

LIV. EFFECTIVE DATE AND EFFECTIVENESS OF THIS AGREEMENT

This Agreement becomes effective only upon incorporation by reference into a Contract between the County and the Contractor. Prior Basic Terms and Conditions between the parties incorporated by reference into contracts existing prior to the execution of these Basic Terms and Conditions shall remain in effect as to those contracts. To that extent, prior Basic Terms and Conditions shall not be superseded by these Basic Terms and Conditions.

SNOHOMISH COUNTY:

By: [Signature] 12/20/12  
Kenneth Stark, Director (Date)  
Human Services Department

CONTRACTOR:

By: [Signature] 12-17-2012  
Signature (Date)  
Mayor  
Title

Reviewed and approved per  
memorandum dated 10/29/12:  
PA File No. HS 12-016  
Deputy Prosecuting Attorney

RECEIVED  
DEC 20 2012  
HUMAN SERVICES  
DEPARTMENT

Basic Terms and Conditions Agreement  
City of Sultan  
HSD-2013-151-248  
Page 28 of 28

Working Copy

A47



**Snohomish County**  
**Human Services**

Aaron Reardon  
County Executive

(425) 388-7200  
FAX (425) 259-1444

M/S #305  
3000 Rockefeller Ave.  
Everett, WA 98201-4046

December 20, 2012

The Honorable Carolyn Eslick  
City of Sultan  
P.O. Box 1199  
Sultan, WA 98294

**SUBJECT:** Basic Terms and Conditions  
HSD-2013-151-248

Dear Mayor Eslick:

Enclosed for your records you will find an executed signature page for your Basic Terms and Conditions with Snohomish County Human Services Department.

Please contact me at 425.388.7372 or [HSD.Contracts@snoco.org](mailto:HSD.Contracts@snoco.org) if you have any questions.

Sincerely,

Janet Gant, Contract Coordinator  
Snohomish County Human Services

Enclosure

**Working Copy**  
[www.snoco.org](http://www.snoco.org)

**Gant, Janet**

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**From:** HSD Contracts  
**Sent:** Thursday, November 15, 2012 6:59 AM  
**To:** 'mick.matheson@ci.sultan.wa.us'; 'laura.koenig@ci.sultan.wa.us'  
**Subject:** HSD-2013-151-248 City of Sultan  
**Attachments:** Csul-HSD-2013-151-248.pdf; 2013\_Basic Changes Explanation.pdf; 2013\_HSD\_SigAuthForm.docx

Attached, please find an updated Basic Terms and Conditions with the Snohomish County Human Services Department. This Agreement includes new sections and updates to current sections.

An explanation of the changes is attached along with the 2013 Signature Authorization Form.

Please print one original of the Agreement and two Signature Pages on white paper and sign both Signature Pages where indicated. Retain the original of the Agreement and return BOTH signed Signature Pages and the completed 2013 Signature Authorization Form to:

Snohomish County  
Attn: HSD Contracts  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201.

You will be forwarded a signed signature page for your records after County action.

**Contracts effective January 1, 2013 cannot be executed until the 2013 Basic Terms and Conditions has been executed.** Please contact Mike Fulcher, Administrative Services Division Manager, at 425.388.7203 or email [HSD.Contracts@snoco.org](mailto:HSD.Contracts@snoco.org) if you have any questions.

Thank you.

*Notice: All emails and attachments sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).*

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**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A-2  
**DATE:** May 23, 2013  
**SUBJECT:** Online Utility Tracking Software Subscription  
**CONTACT PERSON:** Ken Walker, City Administrator

**ISSUE:**

The City of Sultan spent \$108,601 on electricity in 2012. Electricity represents one of the largest expenditures made by the City. Effective energy management depends on the ability to track, analyze and generate reports on consumption and costs.

**SUMMARY:**

Computer software programs are available to allow tracking and detail analysis of electricity consumption and costs. They are built on extensive knowledge of the electricity market, with the ability to verify minute billing errors and consumption irregularities. This is an effective method of verifying the accuracy of individual bills. Electricity billing can be a very complicated process, with potential errors occurring. While potential errors might be insignificant in amount, they can accumulate over time due to the long term permanent consumption of electricity. Also, by performing the analysis over extended time periods, trends can be identified that can benefit the City.

Effective analysis of electric utility bills is largely dependent on using very specific software designed with detail knowledge of the electricity market. Facility Dude provides a cloud based software program subscription to perform this analysis.

**FISCAL IMPACT**

The subscription cost for the first year is \$0. If the City of Sultan decides to renew the subscription for additional years the cost will be \$637 per year. The City may cancel the service at any time, incurring no cost if canceled before the end of the first year.

**RECOMMENDATION**

Authorize the Mayor to sign the subscription agreement with Facility Dude for UtilityTrac Plus software.



# UtilityTrac PLUS

## FACILITY DUDE®

5/1/2013

Ken Walker  
City of Sultan  
PO Box 1199 319 Main St  
Sultan, WA 98294

Dear Ken,

Thank you for your interest in UtilityTrac Plus, a simple, affordable online tool that enables facilities across the country to track, analyze and report on utility consumption. FacilityDude is dedicated to providing you with online tools that will help you save money, increase efficiency and improve services. Through our partnership with Johnson Controls we look forward to providing you with new, innovative ways to conserve resources, reduce operating costs and go green.

Pricing for UtilityTrac Plus is based on the total number of meters:  
**Estimated Meters\*: 15**

*\*Totals added above those documented will be charged accordingly.*

	Frequency	Total
UtilityTrac Plus Quick Start & First Year Annual Investment	Now - May 31, 2014	Waived = \$0
Annual Renewal	June 1, 2014 and subsequent years	\$637.00
<b>*Subscription includes unlimited users, training and support.*</b>		

In return for taking part in the Johnson Controls program you agree to:

1. Work with FacilityDude to get your organizational information and 24 months of billing history populated in your account within the first 120 days of signing this agreement.
2. Allow FacilityDude to provide Johnson Controls:
  - a. Use of your data for presenting new, innovative ways to achieve optimal building performance, occupant comfort, sustainable results and energy savings ideas that are specific to your operations.
  - b. Use of your data for anonymous use in their research.

## UtilityTrac Plus Import Services

UtilityTrac Plus includes account set up and data imports. This service is comprised of two main components.

- Account Set Up** - FacilityDude will setup your UtilityTrac account with your building, vendor, account, and meter information (based on information you provide to us). We will provide you with a spreadsheet to provide us with the following basic information:
  - Building name
  - Building square footage
  - Service address
  - Building primary use
  - Vendor name
  - Account number
  - Meter number
  - Commodity type
  - Unit of measure
- Historical Data Import** - FacilityDude will populate your account with 24 months of historical data. You will need to provide 24 months of utility information (**electric, water/sewer, and natural gas**) to FacilityDude in Excel format, within 45 days of signing the agreement. The data required in the billing history should include: account number, meter number, start date, end date, usage by meter, and cost by meter. This can be provided in a few different ways:
  - **Data from utility companies** - You can request 2 years of historical summary data from the utility companies (please note summary data is needed, not billing data). Be sure to request summary data not billing data. Upon receiving that information we will import that data into your account. Please note that not all utility companies can provide this data and when it is available it may take a few months to receive.
  - **Data in spreadsheets** - If you have been tracking your utilities in spreadsheets, we will accept those for importing. Please remember that not all Excel spreadsheets are created equal; if you have your data in an Excel Spreadsheet, we will need to review your layout to determine if it is in a format that will allow us to import the data. If we are unable to use your data to provide an import, please use one of the other methods listed.
  - **Copies of bills** - If the first two options are not available we will accept hard copies of bills for the 24 month history at an additional charge of \$1.30 per bill. Please note that this option takes longer to process.

Please provide FacilityDude with a main contact, should any questions about the account set up arise.

**General Conditions**

- Proposal has been prepared for City of Sultan.
- Proposal is valid for 30 days.
- Agreement is effective per the date listed on page one.
- Initial term: year to year.
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- All required data is to be provided by you prior to setup.
- Technical support is available from 8am to 6pm Eastern Standard Time at 877-655-3833 or [support@facilitydude.com](mailto:support@facilitydude.com).
- A quote will be provided for any assistance outside the scope of this proposal.
- Although the terms of this document control, all other conditions of use can be found at <http://facilitydude.com/privacy-terms-of-use/>.

**The undersigned accepts the above detail and agrees to the terms herein.**

**SUBMITTED BY:**

\_\_\_\_\_  
Ryan Herzberg  
*Representative Name*

\_\_\_\_\_  
5/1/2013  
*Date*

**ACCEPTED BY:**

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

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

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Position*

**Please address the purchase order to:**  
FacilityDude.com  
11000 Regency Parkway, Suite 200  
Cary, NC 27518

**\*\*\* Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or [sales@facilitydude.com](mailto:sales@facilitydude.com).**

**In partnership with:**



**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A-3  
**DATE:** May 23, 2013  
**SUBJECT:** Medical Marijuana Moratorium Extension  
Adoption of Ordinance 1171-13  
**CONTACT PERSON:** Robert Martin, Community Development Director

*RCM kw*

**ISSUE:**

The issue before the City Council is adoption of Ordinance 1171-13, an Ordinance enacting extension of the moratorium on establishment of medical marijuana collective gardens and dispensaries for six months from the date of adoption, and declaring an emergency; said adoption being based on the recitals included in Ordinance 1171-13 and the recitals included in Ordinance 1108-11.

**STAFF RECOMMENDATION:**

Staff recommends adoption of Ordinance 1171-13.

**SUMMARY:**

The Summary and Background material on this topic is provided in this Agenda Packet at Item PH-1.

Under that item, the Council conducted a public hearing on continuation of the moratorium on Medical Marijuana Collective Gardens and Dispensaries for an additional six months. This accommodates the requirements of RCW 35A.63.220 and RCW 36.70A.390.

The Council may proceed with discussion and a vote on adoption of the proposed ordinance 1171-13 which is provided as **Attachment A**.

The Council is encouraged to review and reference the recitals from Ordinance 1108-11, the original ordinance adopting the moratorium in August, 2011 (**See Attachment B**).

**ALTERNATIVES:**

1. Adopt Ordinance 1171-13, extending the Medical Marijuana Moratorium for an additional 6 months.
2. Do not adopt Ordinance 1171-13, thereby ending the moratorium and allowing collective gardens as provided by state statute without locally adopted land use regulations.

**ATTACHMENTS:**

- Attachment A: Draft Ordinance 1171-13
- Attachment B: Ordinance No. 1108-11 (Excerpted Recitals)

## ATTACHMENT A

### DRAFT ORDINANCE NO. 1171-13

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, ADOPTING A SIX-MONTH EXTENSION OF THE MORATORIUM WITHIN THE CITY OF SULTAN ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE OR CONTINUATION OF MEDICAL CANNABIS COLLECTIVE GARDENS OR DISPENSARIES, ASSERTED TO BE AUTHORIZED OR ACTUALLY AUTHORIZED UNDER E2SSB 5073, CHAPTER 181, LAWS OF 2011, CHAPTER 69.51A REVISED CODE OF WASHINGTON, OR ANY OTHER LAWS OF THE STATE OF WASHINGTON; ESTABLISHING A WORK PLAN FOR THE CITY COUNCIL TO BRING CITY REGULATIONS INTO COMPLIANCE WITH STATE LAW; AND PROVIDING THAT THE EXTENSION OF THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE.**

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**WHEREAS**, Washington State Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as Chapter 69.51A RCW, created a limited defense to marijuana charges under state (not federal) law, if the person charged could demonstrate that he or she was a qualifying patient or designated provider as those terms are defined in Ch. 69.51A RCW; and

**WHEREAS**, in 2007, the state legislature amended the law, and again in 2011, the state legislature passed a third amendment to the law, E2SSB 5073, Chapter 181, Laws of 2011, which took effect on July 22, 2011; and

**WHEREAS**, because the Governor vetoed 36 of the 58 sections of E2SSB 5073, Chapter 181 of the Laws of 2011 amending Chapter 69.51A RCW, the law, in its final form, understandably has inconsistencies and ambiguities; for example, certain sections that were not vetoed make reference to other sections that were vetoed; and

**WHEREAS**, the City Council determined that it needed additional time to conduct appropriate research to understand the effect of the new law and to analyze impacts and potential liabilities under federal law; and

**WHEREAS**, on July 28, 2011, the City Council of the City of Sultan, Washington, adopted Ordinance 1108-11 enacting a six-month moratorium on the establishment, location, operation, licensing, maintenance or continuation of medical cannabis collective gardens and/or dispensaries; and

**WHEREAS**, the City Council held a public hearing on the moratorium on August 11, 2011 to justify the continuation of the moratorium; and

**WHEREAS**, on January 12, 2012 the Council adopted Ordinance 1132-12, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

**WHEREAS**, On July 26, 2012 the Council adopted Ordinance 1156-12, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

**WHEREAS**, On January 10, 2013 the Council adopted Ordinance 1166-13, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

**WHEREAS**, the City has developed a work program to analyze potential changes to city zoning regulations that may be necessary to address changes in State law, and bring any amendments to the Sultan Municipal Code before the City Council for its consideration; and

**WHEREAS**, the City Planning Board has completed work on a Draft Medical Marijuana Collective Garden Code, held public hearings and made recommendations to the City Council regarding adoption of said code at its regular meeting of December 4, 2012; and

**WHEREAS**, the City Council received the Planning Board's recommendations at the regular Council meeting of December 13, 2012, and directed staff to bring the recommended code amendments to the Council for further consideration and public process; and

**WHEREAS**, the City Council needs time to finish its work on the proposed Zoning Code amendments; and

**WHEREAS**, the existing moratorium expires on or about June 10, 2013; and

**WHEREAS**, the City Council finds that it is necessary to extend the moratorium to prevent uncontrolled placement of Medical Marijuana Collective Gardens during a period during which there is no moratorium and no finally adopted code standards regarding these facilities; and

**WHEREAS**, on May 23, 2013, the City Council held a public hearing to consider adoption of Ordinance 1171-13, to extend the moratorium on Medical Cannabis Collective Gardens for an additional 6-months, thus allowing the Council time to review and consider the Planning Board's recommendations for amendment of the Unified Development Code, Title 16 of the Sultan Municipal Code regarding Medical Marijuana Collective Gardens; and

**WHEREAS**, it is important to insure that the existing moratorium is continued without interruption due to publication problems or other unforeseen delays;

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

**Section 1. Preliminary Findings.** The recitals set forth above, as well as those set forth in Ordinance 1108-11, are hereby adopted as the City Council's findings in support of the moratorium extended by this ordinance. The City Council may, in its discretion, adopt additional findings at the conclusion of the public hearing referenced in Section 5 below.

**Section 2. – Moratorium Imposed.** Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, the moratorium

established by Ordinance 1108-11, and previously extended by Ordinance 1132-12, and 1156-12, and 1166-13, is hereby extended for an additional term of six (6) months, during which the following is prohibited within the City of Sultan: the establishment, location, operation, licensing, maintenance, or continuation of any medical cannabis collective garden or any medical marijuana dispensary, whether for profit or not for profit, asserted to be authorized or actually authorized under E2SSB 5073, Chapter 181, Laws of 2011, Chapter 69.51A RCW, or any other laws of the state of Washington. Further, no building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above, and no business license shall be granted or accepted while this moratorium is in effect. Any land use permits, business licenses or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force or effect. As used in this ordinance, the following terms have the meanings set forth below:

A. "Medical marijuana dispensary" or "medical cannabis dispensary" means any business, agency, organization, cooperative, network, consultation operation, or other group, or person, no matter how described or defined, including its associated premises and equipment, which has for its purpose or which is used to grow, select, measure, package, label, deliver, sell, or otherwise transfer (for consideration or otherwise) marijuana for medical use. One (1) individual person who is the designated provider for only one (1) qualified patient during any 15 day period and who complies with Chapter 69.51A RCW, shall not be deemed a medical marijuana dispensary for the purposes of this moratorium.

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

**Section 3. – No Nonconforming Uses.** No use that constitutes or purports to be a medical marijuana dispensary or medical marijuana collective garden as those terms are defined in this ordinance, that was engaged in that activity prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Sultan Municipal Code and that use shall not be entitled to claim legal nonconforming status.

**Section 4. – Effective Period for Extension of the Moratorium.** The extension of the moratorium set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire at the conclusion of that six-month period unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the city council.

**Section 5. – Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the city council held public hearing, at the city council's regular meeting, at 7:00 p.m. in Council Chambers, on May 23, 2013 in order to take public testimony and to consider adopting further findings.

**Section 6. – Referral to Staff.** The Community Development Director and/or his/her designee is hereby authorized and directed to develop appropriate land use regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code. The Deputy Finance Director and/or his/her designee is hereby authorized and directed to develop appropriate business licensing and other regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code.

**Section 7. – 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 8. – 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 9. – Effective Date.** The City Council hereby finds and declares that there is a potential that persons seeking to engage in marijuana collective garden or dispensary uses could claim vesting under E2SSB 5073 and/or that the presence of any marijuana collective gardens in the City of Sultan could have negative secondary effects if not first addressed by adequate and appropriate regulations, and that, therefore, an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS 23 day of May, 2013,  
AND SIGNED INTO AUTHENTICATION THIS \_\_\_ DAY OF May, 2013.

APPROVED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ann Marie Soto, City Attorney

ATTEST/AUTHENTICATED:

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

**Introduction:**  
**Final Action:**  
**Posted:**

**Published:**

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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DATE: May 23, 2013  
ITEM NO: A – 4  
SUBJECT: Roundabout Monument Sign Installation  
CONTACT PERSON: Connie Dunn, Public Works Field Supervisor



**ISSUE:**

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

Council authorized the Mayor to sign a contract for this work with Quiring at the February 28, 2013 council meeting. Quiring has not signed the contract and has requested that the City coordinate directly with National Barricade Inc. for rental of the traffic control equipment. This change reduces the contract amount with Quiring, thus necessitating the revision.

**STAFF RECOMMENDATION:**

Authorize the Mayor to sign a revised contract to furnish and install two sandstone monument signs in the US 2/Rice Road Roundabout. The westbound (WB) monument will be sandstone on a precast concrete base inscribed with "Welcome to Sultan". The Eastbound (EB) monument will be sandstone on a precast concrete base inscribed with "Stevens Pass Greenway Recreational Area". The total contract is not to exceed \$8,400.00 plus sales tax without prior written authorization by the City Council. This contract amount includes a ten percent (10%) contingency. This amount does not include rental of traffic control equipment.

**ALTERNATIVES:**

1. Authorize the Mayor to sign a contract with Quiring Monuments, Inc. to provide and install the monuments in the US 2/Rice Road roundabout in an amount not to exceed \$8,400.00 plus sales tax without prior written authorization by the City Council.
2. Do not authorize the Mayor to sign a contract and direct staff to areas of concern.

**SCOPE OF WORK:**

The proposed scope of work includes:

1. Furnish and install a sandstone monument (approximate dimensions not to exceed 12' x 6' x 2') with a precast concrete base to be placed in the US 2/ Rice Road Roundabout facing westbound traffic on US 2, inscribed with "Welcome to Sultan".
2. Furnish and install a sandstone monument (approximate dimensions not to exceed 12' x 6' x 2') with a precast concrete base in the US 2/ Rice Road Roundabout facing eastbound traffic on US 2, inscribed with "Stevens Pass Greenway Recreational Area".

**BACKGROUND:**

In 2011, the City of Sultan was awarded a tourism grant for monument signs to be placed in the US 2/ Rice Road Roundabout on the east end of town to acknowledge the City of Sultan and Stevens Pass Greenway Recreational Area. The project started with a two-sided monument in the center of the roundabout. As the WSDOT Roundabout project developed, it became evident the City needed to install monuments on either side of the the roundabout to be visible for US 2 travelers in each direction. This change was approved by the Snohomish County Tourism agency.

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 trimmed to afford the project. City staff, the advisory committee, and the Mayor recommended rebidding the project with two sandstone monuments. Also, to save costs, the Public Works Department will provide the flaggers on the night of the installation of the monuments.

Three monument companies were provided with a request for bid. Pacific Coast Monuments withdrew their bid. Gateway Monument chose not to bid. The results are tabulated below:

Scope	Quiring Monuments, Inc.	Pacific Coast Monuments	Gateway Monument
Sandstone Monument with Concrete Base inscribed with "Welcome to Sultan"	\$2,475.00		
Sandstone Monument with Concrete Base inscribed with "Stevens Pass Greenway Recreational Area"	\$2,475.00		
Engraving for both monuments	\$400.00		
Night installation & Crane rental	\$2,280.00		
Total	\$7,630.00 plus sales tax	Withdrew their bid	No Bid

**FISCAL IMPACT:**

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. A traffic control plan was prepared by WHPacific under the City's on-call professional services contract for \$2,045.00. 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.

<b>CITY MATCH</b>	
Traffic Control Plan prepared by WHPacific	\$2,045.00
In-Kind Meetings – Volunteers	\$220.00
Public Works Director	\$1,030.00
Public Works Field Supervisor	\$982.00
City Staff Time (flagging) estimate	\$1,200.00
Sno Co Deputy for nighttime hours estimate	\$1,000.00

Any expenditure in excess of the \$10,000.00 covered by the tourism grant is proposed to be funded by the Street Fund. The contract is proposed for an amount not to exceed \$8,400.00 plus sales tax without written authorization by the City Council.

**COUNCIL ACTION:**

Authorize the Mayor to sign a revised contract to furnish and install two monuments in the US 2/Rice Road Roundabout with Quiring Monuments, Inc. for a total not to exceed \$8,400.00 plus sales tax without written authorization by the City Council.

**ATTACHMENTS:**

ATTACHMENT A – Contract with Quiring Monuments, Inc.

ATTACHMENT B – Scope of Work

ATTACHMENT C – Quotes from Quiring Monuments, Inc.

ATTACHMENT D – Comments from Pacific Coast Monuments and Gateway Monuments

**CITY OF SULTAN  
LIMITED PUBLIC WORKS CONTRACT**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and Quiring Monuments, Inc. (hereinafter referred to as "Contractor"), doing business at 9608 Aurora Avenue North. Seattle, WA 98103

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for installation of two (2) sandstone monuments with the dimensions not to exceed 144" X 72" X 24", see attached Scope of Work at the Roundabout at US2 and Rice Road in Sultan, WA., and Contractor agrees to contract with the City for same;

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

**TERMS**

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
  - Scope of Work
  - Performance Bond (if not waived by City)
  - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.
2. **Payment.** Payment for the work as described in the Contract shall not exceed Seven Thousand Six Hundred and Thirty dollars (\$7,630.00), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, Michael Matheson, Public Works Director, of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its

completion within Ninety (90) calendar days (holidays and weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

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

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

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

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

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

Performance Surety. In lieu of retainage and a performance bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract.

9. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
10. **Relationship of Parties.** The parties intend that an independent contractor – client relationship will be created by this Contract. No agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
11. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
12. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

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

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
  2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- F. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

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

- 19. Termination.** This contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Attachment B) and final payment by the City. Additionally, the City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

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

- 20. Extent of Contract / Modification.** This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.
- 21. Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- 22. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 23. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 24. Resolution of Disputes, Governing Law, Venue.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.
- 25. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Dated this 23rd day of May, 2013

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

**CITY OF SULTAN**

By: \_\_\_\_\_  
Mayor

**CONTRACTOR**

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

**CITY CONTACT**

\_\_\_\_\_  
City of Sultan  
PO Box 1199  
Sultan, 98294  
Phone: 360.793.2231                      Phone:  
Fax: 360.793.3334                         Fax:

**CONTRACTOR CONTACT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTEST/AUTHENTICATED**

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

**APPROVED AS TO FORM**

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

# SCOPE OF WORK

The City of Sultan is purchasing two sandstone monuments with engraving to be installed in the US 2/Rice Road Roundabout. The following items are to be included in the bid:

1. Landscape protection.
2. Installing two sandstone monuments with approximate dimensions of 144" x 72" x 24" measured at the base.
3. Furnish and install precast concrete bases.
4. Furnish the inscriptions on the monuments:
  - a. Westbound will be "Welcome to Sultan".
  - b. Eastbound will be "Stevens Pass Greenway Recreational Area".
5. Furnish the crane to set the monuments.
6. Furnish the city with certified payroll and affidavit of prevailing wages paid.

**All work to be completed in a substantial and workmanlike manner according to standard practices along with a WSDOT Traffic Control Plan provided by the city.**

**Connie Dunn**

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**Subject:** FW: Sultan Monuments-Update

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**From:** David Jones [<mailto:David@monuments.com>]  
**Sent:** Friday, January 11, 2013 9:24 AM  
**To:** Connie Dunn  
**Subject:** FW: Sultan Monuments-Update

Connie  
Did you receive this email I sent the other day??  
David

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**From:** David Jones  
**Sent:** Wednesday, January 09, 2013 8:51 AM  
**To:** 'Connie Dunn'  
**Subject:** RE: Sultan Monuments-Update

Connie  
I finally got some info from our supplier on the sandstone. He has been on vacation.  
A sandstone piece that is 6' x 6' x 12" will weigh about 3 tons, and a piece that is 8' x 8' x 24" will weigh 9.9 tons. The cost per ton has remained the same, \$250.00 per ton. I will need to go to the quarry to look at the large pieces and make sure they will work for the project.  
Let me know when the city will be ready to proceed and I will secure the pieces.  
Thanks  
David

Cost Calculations:

Two Sandstone Monuments:		
At 9.9 Ton each @ \$250/Ton	=	\$4,950.00
Engraving on each @ \$200	=	\$ 400.00
Installation @ night	=	\$1,400.00
Traffic Control	=	\$2,500.00
<b>TOTAL</b>	=	<b>\$9,250.00</b>
Plus WA State Sales Tax		

***" Make it a GREAT DAY!!"***

**DAVID JONES**  
**MARKETING CONSULTANT**  
**QUIRING MONUMENTS, INC.**  
9608 AURORA AVE NORTH  
SEATTLE, WA 98103-3296  
PHONE: 206.522.8400  
FAX: 206.523.7469  
CELL: 206.406.3212  
E-MAIL: [DAVIDJ@MONUMENTS.COM](mailto:DAVIDJ@MONUMENTS.COM)  
**"Each Life Remembered"**  
[WWW.QUIRINGMONUMENTS.COM](http://WWW.QUIRINGMONUMENTS.COM)  
[WWW.MEMORIESINGRANITE.COM](http://WWW.MEMORIESINGRANITE.COM)  
[WWW.MONUMENTS.COM](http://WWW.MONUMENTS.COM)

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**From:** Connie Dunn [<mailto:connie.dunn@ci.sultan.wa.us>]  
**Sent:** Friday, January 04, 2013 9:38 AM  
**To:** David Jones  
**Subject:** RE: Sultan Monuments-Update



**QUIRING MONUMENTS, INC.**  
**WHOLESALE QUOTE**



**Customer:** City of Sultan  
**Attn:** Connie, Donna & Mick  
**Address:** 319 Main St. , Suite 200  
Sultan, WA 98294  
**Phone:** 360.793.2231  
**Fax:** 360.793.3344  
**E-mail:** [Donna.Murphy@ci.sultan.wa.us](mailto:Donna.Murphy@ci.sultan.wa.us)

**Date:** 12/24/12  
**Submitted by:** David Jones  
206-406-3212  
[davidj@Monuments.com](mailto:davidj@Monuments.com)

**Description: Round-About Signs**

**\*\* REVISED \*\***

Signs as they appear in the original photos, and the cost to replace them currently:

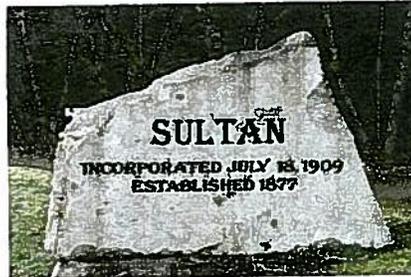
**Deer Island Sign**

**Color:** Diana Green  
**Tablet Size:** 96"x 8" x 42"  
**Base Size:** 84" x 12" x 12"  
**\*Wholesale Cost:** **\$5,137**  
See revised "in stock" cost below



**Sandstone Sign**

**Natural Stone:** Approximately 6'x6'x2' (at base)      8'X8'X2' (at base)  
**Cost of Stone:** \$250.00 per Ton  
**Cost of Engraving:** **\$200**  
Approximate Weight of this sign is 3 ton & 99 ton



**Add for:**

**Pre-Cast Concrete Foundations**

120 x 18 x 6- for large granite sign	<b>\$455</b>
90 x 18 x 6 - for large granite sign	<b>\$435</b>
80 x 30 x 6 - for sandstone	<b>\$435</b>

**Option:**

**All-sawn Grey Granite Foundations**

120 x 18 x 6- for large granite sign	<b>\$699</b>	* Special order - ETA 8-10 weeks
90 x 18 x 6 - for large granite sign	<b>\$525</b>	* Special order - ETA 8-10 weeks
80 x 30 x 6 - for sandstone	<b>\$775</b>	* Special order - ETA 8-10 weeks

**Installation: Crane Rental** **\$880** \* charged at actual cost at time of service  
(via Ness Crane - 19 ton crane, \$160/hr, 3 hr min. + 1.25 hr travel each way)  
**Installation of 2 signs & foundations by QM personnel** **\$840**  
- includes all labor and materials needed for installation  
**Add for installation after hours (evening)** **\$560**

**National Barricade** will be providing lights and equipment based on previous bid sent to City of Sultan. The bid does not include flagging, flagging will be provided by City of Sultan. The cost from National Barricade's quote is subject to change. Actual costs have not been determined.

**Comments:** Pricing includes delivery

Does Not Include Installation, landscaping, foundations or concrete work unless specified

Price includes all engraving and designs.

\*\*Diana Green granite sign not in stock - special order, India, ETA less than 4 months, Sandstone - local quarry - ETA less than 6 weeks

**\*\* We have a larger piece of Diana Green that is 126" x 6" x 42" that is "in stock", we will discount the "in stock" item \$750.00 for a total cost of \$4,423.00**

Thank you,

**David A Jones**

Marketing Consultant

Quiring Monuments, Inc.

CC: Jon Reece - Quiring Monuments, Inc.

\* Quote effective for 90 days

**\* WHEN PLACING AN ORDER, PLEASE ATTACH A COPY OF THIS QUOTE \***

**Connie Dunn**

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**From:** Jeff Young [youngpcm@gmail.com]  
**Sent:** Wednesday, February 20, 2013 11:59 AM  
**To:** Connie Dunn  
**Subject:** Re: Rice Rd/US 2 Monuments

Connie,

We apologize, but the new size you requested (144 x 72 x 24) is not available from our local supplier. We are not able to provide you a revised bid.

Sincerely,

Jeff Young  
Pacific Coast Memorials  
Everett, WA - 800.628.3042  
Local - 425.348.9868  
[www.pacificcoastmemorials.com](http://www.pacificcoastmemorials.com)  
[www.designmemorials.com](http://www.designmemorials.com)

On Feb 7, 2013, at 2:45 PM, Connie Dunn wrote:

Jeff,

The other monument company that the city has asked for a quote from has provided a quote for the new size sandstone monuments with precast concrete foundations, I would like you to provide a quote on monuments and foundations that are 12' X 6' X 2' at the base. Please include the traffic control except the flaggers (city will provide flaggers).

My apology for this project that has morphed and for the inconvenience of asking for multiple quotes.

Connie M. Dunn  
City of Sultan Public Works  
Field Supervisor  
EMAIL: [connie.dunn@ci.sultan.wa.us](mailto:connie.dunn@ci.sultan.wa.us)  
PHONE: 360-793-1114  
FAX: 360-793-8509  
CELL: 425-508-8987

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**From:** Jeff Young [mailto:youngpcm@gmail.com]  
**Sent:** Wednesday, February 06, 2013 4:29 PM  
**To:** Connie Dunn  
**Subject:** Re: Rice Rd/US 2 Monuments

Connie,

I left you a voicemail concerning your e-mail. Your top sentence states that WADOT said the monuments were too large, but your new numbers are even larger?

**Gateway Monument Quote**

**August 29, 2012**

**Called GAR Cemetery who advertises monuments in Snohomish Wa. The owner told me that the job was too big for him and recommended Pacific Coast Memorials in Everett.**

  
Donna Murphy

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**DATE:** May 23, 2013  
**ITEM NO:** D – 1  
**SUBJECT:** Discuss the possibility of Ameri-Corp camping in Reese Park  
**CONTACT PERSON:** Connie Dunn, Public Works Field Supervisor *KW*

**ISSUE:**

The issue before the council is to discuss the possibility of allowing Ameri-Corp and Adopt a Stream to tent camp in Reese Park for approximately 10 days while doing maintenance along the PUD mitigation channels in Reese and Osprey Park.

**STAFF RECOMMENDATION:**

Authorize temporary tent camping in Reese Park for Ameri-Corp and Adopt a Stream for approximately 10 days during the summer of 2013.

**ALTERNATIVES:**

1. Discuss the possibility of allowing camping for these two groups and how the city wants to proceed with a waiver, fees, requirements and reservations.
2. Discuss the possibility of allowing camping for these two groups and do not authorize the privilege to camp in Reese Park and direct staff to areas of concern.

**SUMMARY:**

Adopt a Stream and Ameri-Corp asked if they could dry camp (in tents) in the parks while they are working in the PUD mitigated areas along Sultan River doing side channel plant maintenance for approximately 10 days this year and possibly a few days in the next couple of years. I recommended Reese Park as there are restrooms, gazebos with BBQ grills and also Reese Park is used less by the general public.

Tonight the discussion is whether to allow this variation of City Code regarding no camping. This would follow in the same lines as allowing construction contractors a noise variance to work within the City limits.

**BACKGROUND:**

When Snohomish County PUD did the relicensing of Jackson Hydroelectric Project, Culmback Dam, there was a requirement to create side channels of the Sultan River to help promote wildlife and fish habitat along the Sultan River which is part of Skykomish Watershed. PUD hired contractors to do side channel enhancements in two of the City of Sultan Parks – Reese and Osprey Park. This was completed in the Summer of 2012.

As part of the enhancements, they were required to replant with native plants and side channel improvements. Anytime plantings are done there is required maintenance. PUD completed a formal bid process with Adopt a Stream winning the bid. Adopt a Stream is working with Ameri-Corp to do the maintenance on this project.

**FISCAL IMPACT:**

Minimal cost from opening Reese Park restrooms for the campers and allowing them to use a gazebo for dining. Having the campers in the Park may also help local business because there is a potential of spending money at the grocery store and restaurants.