

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

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

**CHANGES/ADDITIONS TO THE AGENDA**

**PRESENTATIONS**

- 1) Business Spotlight – Divers Street Rod Inc.
- 2) EMS Proclamation – Week of May 19-26

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

**COUNCILMEMBER COMMENTS**

**CITY ADMINISTRATOR COMMENTS**

**STAFF REPORTS** – Written Reports Submitted

- 1) Police Report
- 2) Code Enforcement

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

- 1) Approval of the April 25,2013 Council Meeting Minutes
- 2) Approval of Vouchers
- 3) 2013/14 Drug Task Force Interlocal Agreement
- 4) EMS Week Proclamation

**ACTION ITEMS:**

- 1) Ordinance 1169-13 Disorderly Conduct
- 2) 2013 Comp Plan Docket
- 3) Ordinance 1170-13 Stormwater Rates
- 4) Aid Agreement with Snohomish County – Public Works Projects
- 5) US 2 Coalition – Payment of \$500 for 2012

**DISCUSSION:** Time Permitting

**PUBLIC COMMENT ON AGENDA ITEMS ONLY**

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

**Executive Session:**

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

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

CITY OF SULTAN  
AGENDA ITEM COVER SHEET

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Agenda Item : Presentation – P-1

Date: May 9, 2013

SUBJECT: Business Spotlight  
**Divers Street Rods, Inc.**  
**NotcHead and DSR Fasteners, Inc.**

CONTACT PERSON: Donna Murphy, Grants and Economic Development Coordinator

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ISSUE:

The issue before the Council is to recognize Divers Street Rods, Inc. and NotcHead and DSR Fasteners, Inc. as the City of Sultan's Business Spotlight for May, 2013.



NotcHead Fasteners produced in Sultan, Washington

SUMMARY STATEMENT:

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 **NotcHead Fasteners** and located at 509 Stevens Avenue, Sultan, formerly Sultan Hardware.

NotcHead 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.

## Polishing Grip

NotcHead Fasteners also manufactures the NotcHead Polishing Grip, an award-winning Polishing Grip that provides a solid, secure grip for polishing or grinding and, of course, it is also made in the USA and Sultan Washington.

The NotcHead™ Polishing Grip will grip almost any type of bolt or screw, from sizes #4 through #10 and 1/4" through 3/8".



The NotcHead Polishing Grip has proven to increase safety, efficiency and productivity, as well as decrease burned fingertips and flying bolts. The all-aluminum design easily cinches down and grips the bolt for you, without damaging the threads.

The NotcHead products produced in Sultan are sold wholesale to distributors and suppliers. Retail sales of the products are offered as well, including Divers Street Rods apparel and memorabilia.

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.

The Divers are also considering moving their Annual Open-Garage BBQ to the Sultan location, held on the first Thursday in September from 4:00 PM to 7:00 PM. A complimentary BBQ meal is provided with a request for a donation to the Sultan Food Bank, which they donate 100% to the Food Bank. In 2012 they parked 250 street rods, fed approximately 500 people and donated over \$2,000 to the Food Bank.

NotchHead anticipates full time employment of 8 – 12 people with wages ranging from \$15.00 to \$30.00 per hour.

**Attachment: NotchHead Web Page**  
**CITY OF SULTAN**  
**AGENDA ITEM COVER SHEET**

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Agenda Item : P-2  
Date: May 9, 2013  
SUBJECT: Emergency Medical Services (EMS) Week May 19-25, 2013  
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

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**ISSUE:**

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.

**SUMMARY STATEMENT:**

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.

**Attachment:**

- Proclamation for Emergency Medical Services (EMS) Week May 19-25, 2013



# City of Sultan

## EMS Week Proclamation

*To designate the Week of May 19-25, 2013, as Emergency Medical Services Week*

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, 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; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**THEREFORE**, *We 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 WEEK**

*With the theme, EMS: One Mission One Team, I encourage the community to observe this week with appropriate programs, ceremonies and activities.*

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

Date \_\_\_\_\_

\_\_\_\_\_  
Ken Marshall

\_\_\_\_\_  
Joe Neigel

\_\_\_\_\_  
Steve Slawson

\_\_\_\_\_  
Kristina Blair

\_\_\_\_\_  
Kay George

\_\_\_\_\_  
Jeffrey Beeler

\_\_\_\_\_  
Sarah Davenport-Smith



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



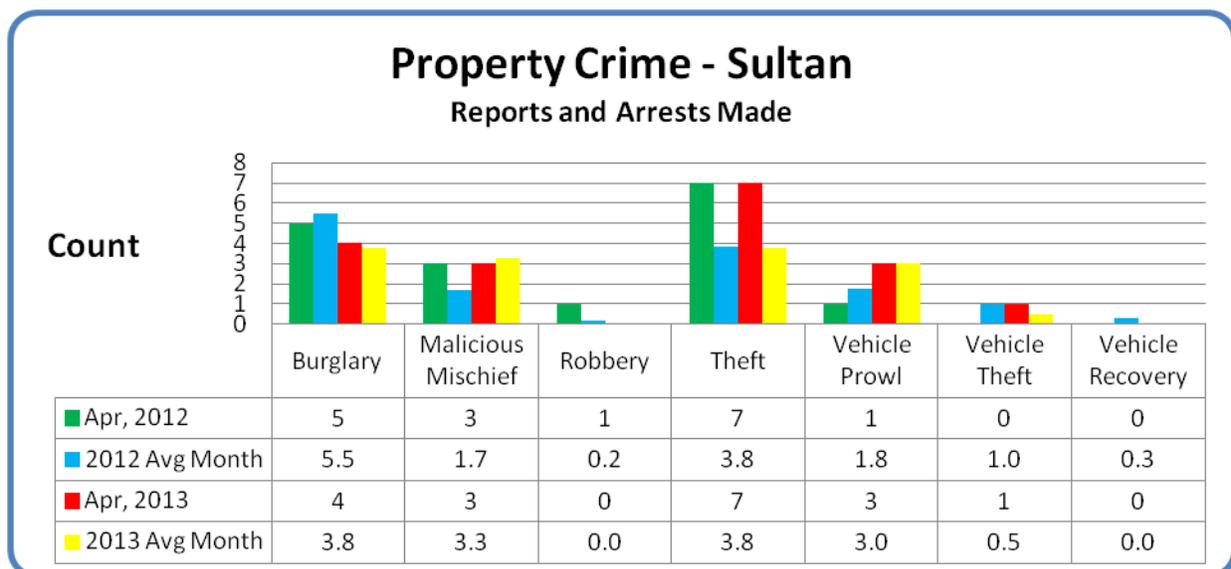
*Sheriff John Lovick*

*Mayor Carolyn Eslick*

*Notable Events of April 2013*

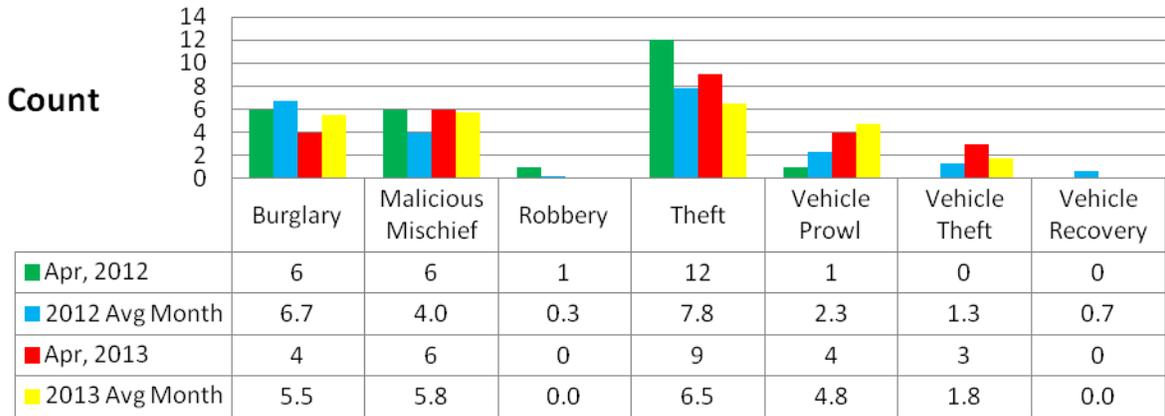
- We have made multiple arrests related to burglary and drug complaints. Associated with those arrests were multiple search warrants and lots of recovered property.
- Clean up in and around the skate park continues with some successes.
- Over all crime is down in Sultan from this time last year and appears to be bucking the county trend.
- Mass Casualty Drill was a valuable training tool for all of those involved.

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



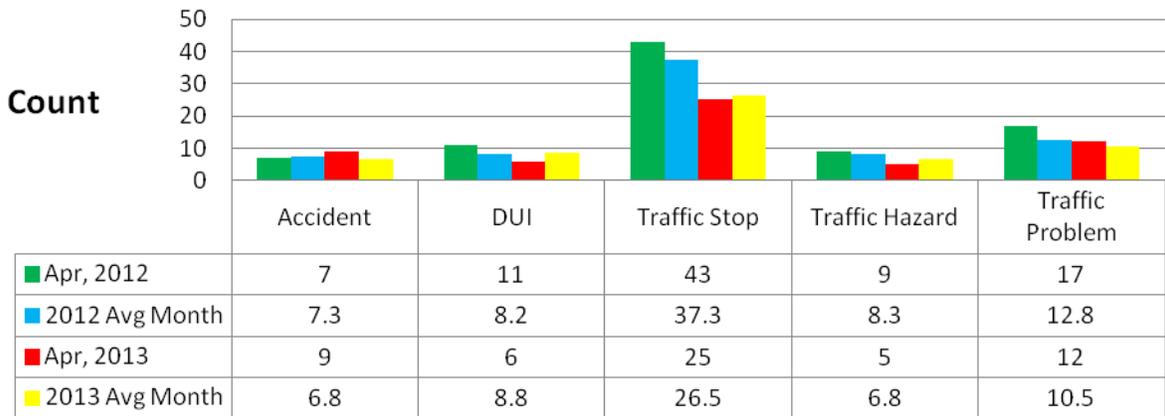
## Property Crime - Sultan

All Dispositions



## Traffic Calls - Sultan

All Dispositions



## Calls By Source - Sultan

All Dispositions



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

## Comparison of All Calls For Service

Event	Apr, 2012	2012 Total	2012 Avg Month	Apr, 2013	2013 Total	2013 Avg Month
ANI ALI Hang up/Open line	17	228	19.0	22	80	20.0
Abandoned Vehicle	2	44	3.7	0	6	1.5
Animal Control	6	92	7.7	13	25	6.3
Accident, Non priority	7	74	6.2	6	22	5.5
Accident, Priority	0	13	1.1	3	5	1.3
Administrative, Unavailable	3	7	0.6	0	2	0.5
Assist, Fire	5	50	4.2	4	17	4.3
Assist, Law Enforcement	3	97	8.1	13	30	7.5
Alarm, Non priority	11	97	8.1	6	26	6.5
Alarm ,Holdup	0	3	0.3	0	0	0.0
Alarm, Priority	1	5	0.4	0	1	0.3
Area Check	2	22	1.8	1	7	1.8
Arson	0	0	0.0	1	1	0.3
Assault, Non Priority	3	39	3.3	1	5	1.3
Assault, Priority	5	33	2.8	0	5	1.3
Assault, Weapon Involved	3	9	0.8	0	1	0.3
Attempt to Locate	0	0	0.0	0	2	0.5
Fireworks	0	28	2.3	0	2	0.5
Bar Check	3	31	2.6	0	1	0.3
Burglary, Non priority	6	70	5.8	4	19	4.8

Burglary, Priority	0	10	0.8	0	3	0.8
Camping Violation	0	1	0.1	0	0	0.0
Crimes Against Children	1	31	2.6	3	4	1.0
Crimes Against Children, Pri	1	4	0.3	0	0	0.0
Civil Problem	14	98	8.2	5	22	5.5
CPS Referral	0	10	0.8	2	5	1.3
Death Investigation	0	4	0.3	0	1	0.3
Detail	0	1	0.1	0	0	0.0
Disturbance	22	192	16.0	9	41	10.3
Disturbance, Vehicle	0	6	0.5	1	3	0.8
DUI/DUI Emphasis	11	98	8.2	6	35	8.8
Domestic Violence, Priority	4	39	3.3	3	9	2.3
Domestic Violence, Weapon	0	3	0.3	0	0	0.0
Escort, Police	0	2	0.2	0	0	0.0
Family Problem	5	31	2.6	1	6	1.5
Follow up	90	791	65.9	60	203	50.8
Foot Patrol	0	22	1.8	5	12	3.0
Fraud/Checks/Bunco	2	20	1.7	3	12	3.0
Harassment	10	69	5.8	4	25	6.3
Impound (Vehicle)	0	2	0.2	0	0	0.0
Information/Advised	34	408	34.0	30	123	30.8
Juvenile Problem	6	72	6.0	4	19	4.8
Level 2 Operations, Limited	0	7	0.6	1	1	0.3
Mail In Complaint	1	6	0.5	0	1	0.3
Malicious Mischief, Non Priority	5	39	3.3	4	16	4.0
Malicious Mischief, Priority	1	9	0.8	2	7	1.8
Mental Commitment, Involuntary	1	2	0.2	0	1	0.3
Assist, Non Law	3	17	1.4	3	5	1.3
Noise Problem	1	66	5.5	2	15	3.8
Neighborhood Oriented Policing	2	85	7.1	2	26	6.5
Nuisance/Unwanted Guest	6	40	3.3	2	14	3.5
Assist, Public	12	110	9.2	9	36	9.0
Alarm, Panic	0	5	0.4	1	3	0.8
Paper Service (Court)	2	23	1.9	4	16	4.0
Party Complaint	0	13	1.1	0	0	0.0
Person, Missing/Runaway	4	34	2.8	1	4	1.0
Person, Missing Priority	1	2	0.2	1	1	0.3
Miscellaneous, Police	0	9	0.8	0	0	0.0
Property, Lost/Found/Recovered	6	48	4.0	3	10	2.5
Radar Emphasis	4	60	5.0	2	12	3.0
Robbery, Bank	0	1	0.1	0	0	0.0

Robbery, Priority	1	2	0.2	0	0	0.0
Community Transit Detail	0	0	0.0	1	1	0.3
Registered Sex Offender, Routine Check	6	50	4.2	0	8	2.0
School Visit	0	0	0.0	7	19	4.8
Security Check	94	995	82.9	32	165	41.3
Shots Fired	4	15	1.3	1	4	1.0
Shots Fired, Priority	0	0	0.0	0	2	0.5
Special Operations	0	1	0.1	0	2	0.5
School Resource Officer	18	301	25.1	35	143	35.8
Subject Stop	13	122	10.2	5	30	7.5
Stake Out	7	24	2.0	1	6	1.5
Substance Abuse	18	118	9.8	10	29	7.3
Suicide/Attempt	0	12	1.0	0	10	2.5
Suicide/Attempt, Priority	1	5	0.4	0	1	0.3
Suicide/Attempt, Weapon	0	4	0.3	0	0	0.0
Suspicious, Non Priority	49	481	40.1	32	140	35.0
Suspicious, Priority	10	112	9.3	6	28	7.0
Search Warrant	0	1	0.1	0	0	0.0
Traffic Stop	43	447	37.3	25	106	26.5
Traffic Control	0	2	0.2	0	0	0.0
Traffic Hazard	9	100	8.3	5	27	6.8
Theft, Non Priority	10	81	6.8	8	25	6.3
Theft, Priority	2	13	1.1	1	1	0.3
Training	0	34	2.8	2	16	4.0
Trespass, Report	3	20	1.7	2	3	0.8
Trespass, Priority	3	19	1.6	0	3	0.8
Traffic Problem	17	153	12.8	12	42	10.5
Vehicle Recovery	0	8	0.7	0	0	0.0
Vehicle Theft	0	14	1.2	3	7	1.8
Vehicle Theft, Priority	0	2	0.2	0	0	0.0
Violation Court Order	2	10	0.8	0	4	1.0
Violation Court Order, Priority	0	9	0.8	0	3	0.8
Vehicle Prowl	1	27	2.3	4	19	4.8
Warrant	13	107	8.9	5	34	8.5
Welfare Check	3	38	3.2	3	11	2.8
<b>Totals</b>	<b>653</b>	<b>6759</b>	<b>563</b>	<b>447</b>	<b>1837</b>	<b>459</b>

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

**SULTAN CITY COUNCIL  
AGENDA COVER SHEET**

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**ITEM NO:** SR-2  
**DATE:** May 9, 2013  
**SUBJECT:** Code Enforcement Report  
**CONTACT PERSON:** Victoria Forte', Community Service Officer  
Robert Martin, Community Development Director

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

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

**BACKGROUND:**  
Code Enforcement Report

**ATTACHMENT**

**ATTACHMENT A:** Code Enforcement Report

Project Lead	Start Date	Case #	Property Address	Owner Name	Dilapidated building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s)	Vehicle Obstruction(s)	Accumulation of rubbish / Trash	No permits/Business License	Illegal Building Structure	ADU's/Inhabited trailer coaches	Other	1st	2nd	most recent
Council	11.22.2011	011-CV-36	32821 Cascade View	Pearson		x		x			x				x	11.22.2011	11.28.2011	
Mayor	2.8.2012	12-407	Bakery "A" Frame Sign	Smith							x					2.14.2012	3.12.2013	
Bob	3.26.2012	12-423	14006 339th St SE	Wolter							x					4.3.2012	10.16.2012	1.3.2013
Bob	5.22.2012	12-446	Vacant lot Salomon Run	Nelson			x	x								5.30.2012	7.24.2012	
	7.18.2012	12-488	1200 Blk SR2 @ SBR	Coastal			x	x		x						9.19.2012	11.20.2012	
	10.22.2012	12-508	806 Main Street	Gordon							x					5.2.2012	10.23.2012	12.18.2012
Bob	10.15.2012	12-509	934 Stevens Ave	Fulcher							x					10.17.2012	12.5.2012	
	11.6.2012	12-515	813 Dyer Rd	Koehler		x										11.13.2012	11.18.2012	1.8.2013
	11.13.2012	12-517	100 10th Street	Clark							x					11.14.2012	1.22.2013	3.16.2013
	12.18.2012	12-522	409 Main Street	Bucio-Alvor						x						12.19.201		
	1.15.2013	13-300	402 5th Place	Sunquist							x					1.22.2013	3.18.2013	
	2.5.2013	13-301	404 11th Street	Fed National Mortgage										x		2.5.2013		
yiki	2.5.2013	13-302	312 Main Street	Walburn							x					2.25.2013	3.11.2013	
	2.5.2013	13-302	805 Stevens	New Concepts Prop Mngmt							x					2.26.2013	3.5.2013	
	2.5.2013	13-303	931 Stevens Ave	Boucher							x					2.12.2013	3.11.2013	
	2.5.2013	13-304	13917 310th Ave	Miller						x						2.5.2013	2.26.2013	
	2.5.2013	13-305	707 Alder Ave	Jordan							x	x				2.12.2013		
	2.25.2013	13-306	404 3rd Street	Flagstar Bank FSB				x		x						2.25.2013	3.18.2013	
	2.25.2013	13-307	402 3rd Street	Johnston				x								2.25.2013	3.11.2013	
	2.25.2013	13-308	203 Main Street	Martin							x					2.25.2013	3.11.2013 (resent ltr)	
	2.26.2013	13-309	102 2nd Street	Houvener								x				2.26.2013		
	2.26.2013	13-310	202 Alder Ave	Boylan								x				2.26.2013	3.12.2013	
	2.26.2013	13-311	914 SR2	Lindsey's Lattes							x					2.26.2013	3.11.2013	
	2.25.2013	13-312	812 Dyer Road	Giese						x						2.25.2013	2.26.2013	
	3.11.2013	13-313	Pine Street (dev mailbox)	City of Sultan										x		3.11.2013		
	3.18.2013	13-314	1114 dyer Road	Robert							x					3.18.2013		
	3.18.2013	13-315	409 Stevens Ave (Pastime)	Wasilowski										x		3.18.2013	4.2.2013	



**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: Consent C 1  
DATE: May 9, 2013  
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

**SUMMARY:**

Attached are the minutes of the April 25, 2013 regular Council meeting as on file in the office of the City Clerk.

**RECOMMENDED ACTION:**

Approve as submitted

**CITY OF SULTAN COUNCIL MEETING – April 25, 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, Davenport-Smith, and Blair. Beeler (arrived at 8:50 PM).

**CHANGES/ADDITIONS TO THE AGENDA:**

Discussion: Add: Form citizen committee for Civil/Social Host Ordinance

**PRESENTATIONS:****Proclamation for Loyalty Day in Sultan – VFW**

The issue before the Council is to adopt a Proclamation recognizing May 1, 2013 as Loyalty Day in Sultan, Washington.

On behalf of Sultan VFW Post 2554, Mr. Chuck Donahue, Post Commander requested the City of Sultan proclaim the nationally recognized day of May 1, 2013 as Loyalty Day in Sultan Washington. Loyalty Day is an observance but it is not a public holiday in the United States. Schools, post offices, stores and other businesses and organizations are open as usual. Public transport services run to their usual schedules and no extra congestion on highways is to be expected.

Loyalty Day was first observed in 1921 as "Americanization Day" to counterbalance Labor Day on May Day (May 1), celebrated in other parts of the world. On May 1, 1930, about 10,000 Veterans of Foreign War members staged a rally at New York's Union Square to promote patriotism. Through a resolution adopted in 1949, May 1 evolved into Loyalty Day. Observances began on April 28, 1950, and climaxed on May 1 when more than five million people across the nation held rallies. In New York City, more than 100,000 people rallied for America.

On July 18, 1958, the Congress designated May 1 of each year as Loyalty Day to foster loyalty and love of the country. According to the Legal Information Institute, the President is requested to issue a proclamation, calling on United States government officials to display the flag of the United States on all government buildings on Loyalty Day, and inviting the people of the United States to observe Loyalty Day with appropriate ceremonies in schools and other suitable places.

On behalf of the City, the Mayor presented the Proclamation to the Sultan VFW Post Commander, Chuck Donahue. Mayor Eslick presented a Certificate of Appreciation to Bob Hazelbrook for the 30 years plus of service to the City of Sultan and to the country.

**Lusignan Forestry – Timber/Watershed Plan**

Jim Frost with Lusignan Forestry to provide an overview of the update of the 10-Year Forest Management Plan.

The city council authorized Mayor Eslick to sign a contract with Lusignan Forestry, Inc. to update the City of Sultan's 10-Year Timber Inventory on September 13, 2012. In order to evaluate the management progress of the City's watershed and ensure the goals of the City are met, Lusignan Forestry, Inc. has historically conducted updates of the City's forestry management plan approximately every ten years. The first was performed in 1973, the second in 1991, the third in 2002, and the most recent in January 2013.

The city does a thinning project annually and even-aged harvest approximately every five years. In 2013, an even-aged harvest is planned for later this summer. Work on the permit process has started and will go out to bid in May.

**CITY OF SULTAN COUNCIL MEETING – April 25, 2013****COMMENTS FROM THE PUBLIC:**

Margaret Biggs: Loves the speed bumps on 8<sup>th</sup> Street and would like more on other streets that have speeding problems. It is been effective for slowing people down.

Carl Brida: The 3 on 3 Basketball tournament is set for September. They will be distributing flyers to businesses this week and working on getting sponsors and teams together. There will be 5 to 6 courts on 1<sup>st</sup> street and there is an alternate plan if it rains.

**COUNCILMEMBER COMMENTS**

Blair: Sorry they missed cleanup day and the short course on local planning. Thinning in the water shed helps support capital projects and keeps the rates down. Is glad there is good management of the timber resources. Another city had to increase rates because they did not manage the timber properly. Likes speed bumps as they do make people slow down and would support more. Thanks to Mick Matheson for looking at all the options.

Neigel: Thanks for being at the meeting and contributing to the loyalty day proclamation.

Davenport-Smith: Thanks to the veterans for bringing the Loyalty Day Proclamation. Her husband is just back from Afghanistan and they appreciate the support. Likes the speed bumps for slowing traffic down. May 2<sup>nd</sup> is Prayer Day for America. There will be a group in front of city hall at noon to recognize the local day of prayer.

George: Thanked the VFW for bringing the Loyalty Day Proclamation to the city. Member of CATO and they study the founding fathers and accomplishments. Her father was in the Korean conflict and could not join VFW because it was not considered a war.

Slawson: The speed bumps are designed for the buses to drive over. They did discuss putting some on 1<sup>st</sup> street.

Marshall: Would like to see another speed bump on 1<sup>st</sup> Street.

Mayor Eslick: Student Representative: The alternate Kim Kenagy would like to be considered for appointment in 2013 and is looking for input from the Council on the process. Brief discussion was held regarding the criteria, interest by other students, new students moving into the district, time ability of the student and using the current method of selection.

At the Mayors meeting, they met at military facility and discussed the availability of troops in times of emergency – such as flooding. She will discuss the matter further with police and fire. The Boys/Girls Club needs more money to build the facility they want and they would like the city to contact the state to help request additional funding. They would like the full deal with the gym.

Volunteer dinner on May 2<sup>nd</sup> at 6 PM at Mountain View Christian church.

City Administrator Ken Walker: In 2012, \$500 was allocated to the US 2 Coalition and they did not invoice the city for the money. It is not in the 2013 budget and staff is seeking input on payment of the request. The consensus was to add it to the budget.

May 1<sup>st</sup> staff will be working with Web Site developer to fix the city web page.

The State passed the delay of impact fees collection legislation and it will go to the Governor for signature. They are looking for input from cities. The city will need to revise code if it becomes final.

Looked into Survey Monkey and it is free for 10 questions/100 participants; cost \$204 for one year for full service – can limit service. Can use for several purposes such as comp plan, etc.

**CITY OF SULTAN COUNCIL MEETING** – April 25, 2013

**Executive Session:** On a motion by Councilmember Davenport-Smith, seconded by Councilmember Slawson, the Council adjourned to executive session for thirty minutes to discuss potential litigation. All ayes.

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

- 1) Animal Control
- 2) Public Works Report
- 3) Public Works Field Supervisor

**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 Blair, seconded by Councilmember Slawson, the consent agenda was approved as presented. Marshall – aye; Slawson – aye; George – aye, nay on the vouchers; Davenport-Smith – aye, Neigel – aye, abstain on the minutes; Blair – aye.

- 5) Approval of the April 11, 2013 regular Council Meeting Minutes as on file in the office of the City Clerk.
- 6) Approval of Vouchers in the amount of \$199,193.09 and payroll through March 28, 2013 in the amount of \$38,987.21 to be drawn and paid on the proper accounts.
- 7) Proclamation Designating May 1, 2013 Loyalty Day in Sultan
- 8) Appointment of Kym Kenagy as Student Representative to the Sultan Library Board

**DISCUSSION:****Museum Update**

Rick Lentz of Merrick Lentz Architect has completed a floor area analysis and recommendation on interim occupancy of the Museum. At this time, staff recommends that the museum be scheduled to re-open on a on a limited basis as provided by the International Building Code Section 1004.1.1. The areas containing displays will need to be physically “roped-off” from the viewing area walkway, occupancy needs to be limited to 29 maximum, exit signs need to be posted and the emergency exits need to be temporarily covered until they can be brought up to code. Based on the area accessible to people, as differentiated from the area roped-off as display area, the Building Official can declare a reduced occupancy for a limited time and allow the museum to open for the coming summer season.

This is a temporary solution to allow the city and Museum board time to raise funds for permanent repairs to the building.

Consensus of the council was to move forward with the conditions to reopen the museum.

**Disorderly Conduct Ordinance**

The Police Department responds to a variety of calls for service where individuals are causing a public disturbance and being disorderly. Sultan does not have a code that addresses disorderly conduct and public disturbances in a way that allows the Sultan Police Department to serve and protect residents adequately.

The purpose of the discussion is to review the City of Sultan Municipal Code’s ability 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 forefront during a recent City Council Meeting when a public disturbance occurred in front of the Visitors Information Center. The Sultan Police felt that they did not have correct statutory authority to handle the situation appropriately. Currently the Public Order statute is limited to behavior in city parks. The only direct mention of Disorderly Conduct in the Sultan Municipal Code is in Title 9, Public peace, Morals, and Welfare.

**CITY OF SULTAN COUNCIL MEETING – April 25, 2013**

**Disorderly:** 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. Staff provided a sample ordinance to consider.

Discussion: staff used codes from other cities that have withstood court cases; minor changes to language; enforcement with adults and juveniles; need to add penalty clause; ability of officers to use discretion on charging or verbal warning. Consensus was to move forward with the ordinance.

**Utility Tracking System (Electric)**

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.

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.

Facility Dude provides a cloud based software program at no cost to local governments for the initial 12 months. Nominal charges are incurred thereafter. The proposal to Sultan is for \$0 cost for the first year and \$637 starting the second year. The City may cancel the service at any time, incurring no cost if canceled before the end of the first year.

Discussion: What will it do for the city? Staff time and potential hidden costs.

**Form citizen committee for Civil/Social Host Ordinance**

Councilmember Davenport-Smith: Would the council like to form a citizen committee to develop a civil/social host ordinance? This would determine if the citizens support such an ordinance.

Discussion: Benefit is the property owner is cited and they forgo criminal action; need for police and citizen input; Sultan is a high risk community for teen drinking; tool for police; survey needs work to get valid input; concern about creating committee and their expectations for action.

**PUBLIC COMMENTS**

Ray George: Asked if the utility tracking is real time? If it is, it could show when power is used at inappropriate times.

**COUNCILMEMBER RESPONSE TO PUBLIC COMMENT**

Beeler: Likes the idea of monitoring electricity and it will identify times when electricity is used.

Slawson: Will not be real time events.

Marshall: Program is a waste of time and staff resources.

**Adjournment:** On a motion by Councilmember Slawson, seconded by Councilmember Marshall, the meeting adjourned at 9:35 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 9, 2013

**SUBJECT:** Voucher Approval

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

**SUMMARY:**

Attached are the vouchers for approval 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.

**FISCAL IMPACT:** \$333,952.39

**RECOMMENDATION:**

Approve the payment of vouchers as submitted.

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**City Of Sultan  
Voucher Approval  
May 9, 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 #27968-69,70-71	\$	6,677.70
Direct Deposit #8, 9	\$	52,544.86
Benefits Check #27972-80	\$	39,762.77
Tax Deposit #PR 8	\$	11,423.12
Accounts Payable Checks #27981-028,26	\$	213,976.19
ACH Transactions - DOR	\$	9,567.75
<b>TOTAL</b>	<b>\$</b>	<b>333,952.39</b>

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

\_\_\_\_\_  
Steve Slawson, Councilmember

\_\_\_\_\_  
Kay George, Councilmember

\_\_\_\_\_  
Sarah Davenport-Smith, Councilmember

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

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

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

# Accounts Payable

## Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27981	05/09/2013	GENERAL FUND	Office/Operating Supplies	Custom Bioplastics	271.40
27982	05/09/2013	STREET FUND	Office/Operating Supplies	AG Supply Co	16.26
27982	05/09/2013	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co	10.84
27982	05/09/2013	GENERAL FUND	Office/Operating Supplies	AG Supply Co	50.93
27983	05/09/2013	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Allied Waste Services	11,713.50
27984	05/09/2013	STREET FUND	Office/Operating Supplies	Alpine Products Inc	1,762.58
27985	05/09/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	480.80
27985	05/09/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	58.70
27985	05/09/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	221.10
27985	05/09/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	14.48
27985	05/09/2013	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	14.47
27985	05/09/2013	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	14.47
27986	05/09/2013	UTILITY WATER FUND	Repair and Maintenance	Cadman, Inc.	501.74
27986	05/09/2013	STREET FUND	Office/Operating Supplies	Cadman, Inc.	210.65
27986	05/09/2013	UTILITY GARBAGE FUND	Repair and Maintenance	Cadman, Inc.	210.50
27987	05/09/2013	UTILITY GARBAGE FUND	CPG Grant - Clean UP	Cintas Document Management	500.00
27988	05/09/2013	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	14.56
27988	05/09/2013	UTILITY SEWER FUND	Office Supplies	Correctional Industries	14.56

27988	3 05/09/201	UTILITY WATER FUND	Office Supplies	Correctional Industries	14.56
27988	3 05/09/201	STREET FUND	Office Supplies	Correctional Industries	14.56
27988	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Correctional Industries	58.26
27989	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Costco	79.49
27990	3 05/09/201	GENERAL FUND	Miscellaneous	Costco	110.00
27991	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Deluxe	89.69
27991	3 05/09/201	GENERAL FUND	Office Supplies	Deluxe	22.42
27991	3 05/09/201	STREET FUND	Office/Operating Supplies	Deluxe	44.84
27991	3 05/09/201	CEMETERY FUND	Operating Supplies	Deluxe	8.97
27991	3 05/09/201	UTILITY WATER FUND	Office Supplies	Deluxe	94.18
27991	3 05/09/201	UTILITY SEWER FUND	Office Supplies	Deluxe	103.14
27991	3 05/09/201	UTILITY GARBAGE FUND	Office Supplies	Deluxe	85.20
27992	3 05/09/201	UTILITY WATER FUND	Operating Supply - New Connect	Dynacco	564.45
27993	3 05/09/201	UTILITY SEWER FUND	Communication	Frontier	15.48
27993	3 05/09/201	GENERAL FUND	Communication	Frontier	10.37
27993	3 05/09/201	STREET FUND	Communication	Frontier	10.37
27993	3 05/09/201	UTILITY WATER FUND	Communication	Frontier	10.36
27993	3 05/09/201	UTILITY SEWER FUND	Communication	Frontier	10.37
27993	3 05/09/201	UTILITY GARBAGE FUND	Communication	Frontier	10.37
27993	3 05/09/201	GENERAL FUND	Communication	Frontier	15.48
27993	3 05/09/201	STREET FUND	Communication	Frontier	15.48
27993	3 05/09/201	UTILITY WATER FUND	Communication	Frontier	15.49

27993	3 05/09/201	UTILITY GARBAGE FUND	Communication	Frontier	15.48
27993	3 05/09/201	GENERAL FUND	Communication	Frontier	15.12
27993	3 05/09/201	STREET FUND	Communication	Frontier	15.13
27993	3 05/09/201	UTILITY WATER FUND	Communication	Frontier	15.12
27993	3 05/09/201	UTILITY SEWER FUND	Communication	Frontier	15.13
27993	3 05/09/201	UTILITY GARBAGE FUND	Communication	Frontier	15.12
27994	3 05/09/201	UTILITY WATER FUND	Capital - Equipment	General Pacific	39,509.78
27995	3 05/09/201	INFORMATION TECHNOLOGY FUND -	Professional Service	Gold Bar Geek	1,126.73
27995	3 05/09/201	INFORMATION TECHNOLOGY FUND -	Professional Service	Gold Bar Geek	1,086.89
27996	3 05/09/201	UTILITY WATER FUND	Operating Supply - New Connect	H.B. Jaeger	121.09
27997	3 05/09/201	GENERAL FUND	Office Supplies	IIMC	145.00
27998	3 05/09/201	GENERAL FUND	Office/Operating Supplies	J.P. Cooke Co	96.04
27999	3 05/09/201	GENERAL FUND	PB Travel and Seminars	Bob Martin	29.38
28000	3 05/09/201	GENERAL FUND	Rentals	Northwest Cascade Inc	185.50
28001	3 05/09/201	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	108.26
28001	3 05/09/201	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	108.26
28001	3 05/09/201	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	108.26
28001	3 05/09/201	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	108.26
28001	3 05/09/201	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	108.19
28001	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	108.20
28002	3 05/09/201	UTILITY WATER FUND	Office Supplies	Office Depot	28.34
28002	3 05/09/201	UTILITY SEWER FUND	Office Supplies	Office Depot	28.34

28002	3 05/09/201	UTILITY GARBAGE FUND	Office Supplies	Office Depot	28.33
28002	3 05/09/201	STREET FUND	Office Supplies	Office Depot	28.34
28002	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Office Depot	113.35
28003	3 05/09/201	UTILITY WATER FUND	Communication	Pitney Bowes	65.00
28003	3 05/09/201	UTILITY SEWER FUND	Communication	Pitney Bowes	65.00
28003	3 05/09/201	UTILITY GARBAGE FUND	Communication	Pitney Bowes	65.00
28003	3 05/09/201	GENERAL FUND	Communication	Pitney Bowes	182.00
28003	3 05/09/201	GENERAL FUND	Communication	Pitney Bowes	78.00
28003	3 05/09/201	STREET FUND	Communication	Pitney Bowes	64.99
28004	3 05/09/201	UTILITY SEWER FUND	Utilities	PUD	2,739.20
28005	3 05/09/201	GENERAL FUND	Utilities	Puget Sound Energy	52.28
28005	3 05/09/201	GENERAL FUND	Utilities	Puget Sound Energy	102.12
28005	3 05/09/201	STREET FUND	Utilities	Puget Sound Energy	46.33
28005	3 05/09/201	UTILITY WATER FUND	Water Service - Everett	Puget Sound Energy	46.32
28005	3 05/09/201	UTILITY SEWER FUND	Utilities	Puget Sound Energy	46.33
28005	3 05/09/201	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	46.32
28006	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Quality Buisness Systems	15.15
28006	3 05/09/201	STREET FUND	Office Supplies	Quality Buisness Systems	15.15
28006	3 05/09/201	UTILITY WATER FUND	Office Supplies	Quality Buisness Systems	15.16
28006	3 05/09/201	UTILITY SEWER FUND	Office Supplies	Quality Buisness Systems	15.15
28006	3 05/09/201	UTILITY GARBAGE FUND	Office Supplies	Quality Buisness Systems	15.15
28007	3 05/09/201	UTILITY SEWER FUND	Operating Supplies	Red Apple Market	69.10

28007	3 05/09/201	GENERAL FUND	Volunteer Program	Red Apple Market	20.45
28008	3 05/09/201	GENERAL FUND	Professional Services	Sedgwick CMS	46.59
28008	3 05/09/201	STREET FUND	Professional Services	Sedgwick CMS	46.58
28008	3 05/09/201	UTILITY WATER FUND	Professional Service - General	Sedgwick CMS	46.59
28008	3 05/09/201	UTILITY SEWER FUND	Services - Sludge Hauling	Sedgwick CMS	46.58
28008	3 05/09/201	UTILITY GARBAGE FUND	Professional - Legal	Sedgwick CMS	46.59
28009	3 05/09/201	GENERAL FUND	Department of Emergency Mgmt	Snohomish County DEM	1,294.25
28010	3 05/09/201	STREET FUND	Capital - Equipment and Signs	Snohomish County Fleet Management Division	1,289.84
28011	3 05/09/201	GENERAL FUND	SnoCty Plan/Building Service	Snohomish County Planning and Development Services	850.50
28012	3 05/09/201	GENERAL FUND	Intergovernmental - 800 MHZ	Snohomish County Sheriff	76,016.17
28013	3 05/09/201	INFORMATION TECHNOLOGY FUND -	Professional Service	Springbrook Software	42.47
28014	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Staples Credit Plan	17.91
28014	3 05/09/201	STREET FUND	Office Supplies	Staples Credit Plan	4.48
28014	3 05/09/201	UTILITY WATER FUND	Office Supplies	Staples Credit Plan	4.48
28014	3 05/09/201	UTILITY SEWER FUND	Office Supplies	Staples Credit Plan	4.47
28014	3 05/09/201	UTILITY GARBAGE FUND	Office Supplies	Staples Credit Plan	4.48
28015	3 05/09/201	GENERAL FUND	Legal - Litigation Fees	Summit Law Group	2,860.00
28016	3 05/09/201	BUILDING MAINTENANCE FUND	Repair and Maintenance	Thyssenkrupp Elevator Corporation	326.27
28017	3 05/09/201	INFORMATION TECHNOLOGY FUND -	Capital - Equipment	Tiger Direct	790.38
28018	3 05/09/201	GENERAL FUND	Professional Services - Prosec	Aimee Lou Trua	1,700.00
28019	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Visa	6.28
28019	3 05/09/201	STREET FUND	Office/Operating Supplies	Visa	3.00

28020	3 05/09/201	GENERAL FUND	PB Travel and Seminars	Visa	27.18
28020	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Visa	142.87
28020	3 05/09/201	GENERAL FUND	PB Travel and Seminars	Visa	30.00
28020	3 05/09/201	GENERAL FUND	Travel and Seminars	Visa	30.00
28021	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Visa	6.49
28021	3 05/09/201	GENERAL FUND	Office Supplies	Visa	7.54
28021	3 05/09/201	GENERAL FUND	Volunteer Program	Visa	151.66
28022	3 05/09/201	GENERAL FUND	Office/Operating - Mayor	Visa	16.19
28022	3 05/09/201	UTILITY WATER FUND	Travel and Seminars	Visa	72.41
28022	3 05/09/201	UTILITY SEWER FUND	Travel and Seminars	Visa	72.41
28022	3 05/09/201	UTILITY GARBAGE FUND	Travel and Seminars	Visa	72.40
28022	3 05/09/201	STORMWATER UTILITY FUND	Travel and Seminars	Visa	72.40
28022	3 05/09/201	GENERAL FUND	Travel and Seminars	Visa	72.40
28023	3 05/09/201	COMMUNITY IMPROVEMENT FUND	Supply - Safe Stop	Volunteers of America	160.27
28024	3 05/09/201	GENERAL FUND	Office/Operating Supplies	Wagley Creek Automotive, Inc	478.46
28025	3 05/09/201	GENERAL FUND	Miscellaneous	Washington Finance Officers Association	50.00
28025	3 05/09/201	GENERAL FUND	Office Supplies	Washington Finance Officers Association	50.00
28026	3 05/09/201	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific	54,150.60
28027	3 05/09/201	TIMBER RIDGE SETTLEMENT FUND	Professional - Legal	WH Pacific	2,806.75
28028	3 05/09/201	STORMWATER IMPROVEMENT FUND	Professional Service Engineeri	WH Pacific	5,017.38
					213,452.23

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** C-3

**DATE:** May 9, 2013

**SUBJECT:** Snohomish Regional Drug Task Force Inter-local Agreement

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

**ISSUE:**

The City of Sultan has been a partner in a yearly Interlocal Agreement (Attachment A) with the Snohomish Regional Drug Task Force, to provide support for and investigations of drugs in Sultan. The contract expires in June and needs to be renewed to continue the partnership.

**STAFF RECOMMENDATION:**

Staff recommends Council direct Mayor Eslick to sign the attached inter-local agreement between Sultan and Snohomish County.

**SUMMARY:**

The Snohomish Regional Drug Gang Task Force (SRDGTF) is a multi agency task force made up of twenty Snohomish County municipalities, five Indian tribes, Washington State Patrol and Snohomish County service organizations. The task force focus is investigating and documenting high volume drug dealers in and around Snohomish County and supporting local police agency's investigations.

Sultan has been a partner with SRDGTF since its inception in 1986. There are forty employees working for the drug task force, on assignment from the Bureau of Alcohol, Tobacco and Firearms, Drug Enforcement Agency, Immigration and Customs Enforcement, Department of Social and Health Services, Washington National Guard and State Patrol and several Snohomish County police agencies.

**FISCAL IMPACT:**

In 2013/2014 the task force budget is anticipated to be \$376,992, including \$180,000 in federal grants, \$12,911 in assets seizures and \$184,081 in local match money.

Sultan's assessment is \$1,197 to the SRDGTF and is included in the 2013 Budget. The funds are paid out of the Drug Enforcement Fund (107).

Since all narcotics investigations by the drug task force are completed by SRDGTF staff and prosecuted under the umbrella of SRDGTF, there are no other criminal justice costs associated with this inter-local agreement.

**ALTERNATIVES:**

- Council can direct Mayor Eslick to sign the inter-local agreement.
- Council can take no action and allow the inter-local agreement to expire. If Council lets the inter-local agreement expire the Regional Task Force will no longer support drug and gang investigation or education for the City of Sultan. Deputies will have to complete the tasks on their own.

**RECOMMENDED ACTION:**

Staff recommends Council direct Mayor Eslick to sign the attached inter-local agreement between Sultan and Snohomish County.

**ATTACHMENTS**

- A. Inter-local Agreement Establishing Snohomish Regional Drug Task Force

**ATTACHEMENT A**

**INTERLOCAL AGREEMENT ESTABLISHING  
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement is among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

City of Arlington	City of Monroe
City of Bothell	City of Mountlake Terrace
City of Brier	City of Mukilteo
City of Darrington	City of Snohomish
City of Edmonds	City of Stanwood
City of Everett	City of Sultan
City of Gold Bar	DSHS, Child Protective Services
City of Granite Falls	Washington State Patrol
City of Index	Snohomish Health District
City of Lake Stevens	Sauk Suiattle Tribe
City of Lake Forest Park	Stillaguamish Tribe
City of Lynnwood	Swinomish Tribe
City of Marysville	Tulalip Tribe
City of Mill Creek	

**WITNESSES THAT:**

**WHEREAS**, the State of Washington Department of Commerce (hereinafter "COMMERCE"), has received funds from the U.S. Department of Justice under

authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

**WHEREAS**, eligible applicants include cities, counties and Indian tribes; and

**WHEREAS**, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

**WHEREAS**, Snohomish County and COMMERCE have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to COMMERCE on or before July 1, 2013, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

**WHEREAS**, the Participating Jurisdictions recognize the above-mentioned Grant Contract between COMMERCE and Snohomish County; and

**WHEREAS**, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

**WHEREAS**, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

**WHEREAS**, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

**NOW, THEREFORE**, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

## **1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE**

1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force") was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a

continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2012, through June 30, 2013. This agreement shall serve to continue the operation of the Task Force.

- 1.2 The effective date of this agreement shall be from July 1, 2013, through June 30, 2014, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between COMMERCE and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
  - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
  - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.
  - Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
  - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.

- 1.6 The Task Force shall continue to implement operations, including:
  - a. Development of intelligence
  - b. Target identification
  - c. Investigation
  - d. Arrest of Suspects
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to COMMERCE as required in the Grant Contract.

## **2.0 ORGANIZATION**

- 2.1 Exhibit “D”, incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.
- 2.3 All law enforcement personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff’s Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.

- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

### **3.0 FINANCING**

- 3.1 Exhibit "B" sets forth the estimated Task Force Grant Contract budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.
- 3.2 Exhibit "C" sets forth the Local Match breakdown for the period from July 1, 2013, to June 30, 2014, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested, each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.
- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent financial participation as indicated in Exhibit “C”.

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide COMMERCE with the necessary documentation to receive grant funds.
- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.
- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

## **5.0 ASSET FORFEITURE**

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit “A” remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit “A”, the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term “net monetary proceeds” means cash proceeds realized from property forfeited

during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.
- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

## **6.0 ACQUISITION AND USE OF EQUIPMENT**

- 6.1 In the event that any equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.2 Upon termination of the Task Force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.

6.3 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

## **7.0 MODIFICATION**

Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

## **8.0 NONDISCRIMINATION PROVISION**

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

## **9.0 TERMINATION OF AGREEMENT**

9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally

terminate all or part of the agreement, or may reduce its scope of work and budget.

#### **10.0 HOLD HARMLESS**

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

The Tulalip Tribes waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tulalip Tribes shall look first to the proceeds of any insurance procured by the Tribes for this purpose. Should any claim for indemnification exceed the limit of the Tulalip Tribe's insurance policy arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by the County and the Tulalip Tribe, the Tulalip Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

The Sauk Suiattle Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Sauk Suiattle Tribe shall look first to the proceeds of any insurance procured by the Sauk Suiattle Tribe for this purpose. Should any claim for indemnification exceed the limit of the Sauk Suiattle Tribe's insurance policy arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by the County and the Sauk Suiattle Tribe, the Sauk Suiattle Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection

The Stillaguamish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Stillaguamish Tribe shall look first to the proceeds of any insurance procured by the Stillaguamish Tribe for this purpose. Should any claim for indemnification exceed the limit of the Stillaguamish Tribe's insurance policy arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by the County and the Stillaguamish Tribe, the Stillaguamish Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

The Swinomish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Swinomish Tribe shall look first to the proceeds of any insurance procured by the Swinomish Tribe for this purpose. Should any claim for indemnification exceed the limit of the Swinomish Tribe's insurance policy arising from the entry of a final decree in

any court, or by settlement of a civil action mutually agreed to by the County and the Swinomish Tribe, the Swinomish Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

#### **11.0 GOVERNING LAW AND VENUE**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

#### **12.0 INTEGRATION**

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

#### **13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

**14.0 SEVERABILITY**

If any part of this agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

**15.0 RECORDING**

This interlocal agreement will be filed with the Snohomish County auditor in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

**SNOHOMISH COUNTY, approved at the direction of the County Council.**

\_\_\_\_\_  
Aaron Reardon, County Executive

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
John Lovick, Sheriff

DATE: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney

## EXHIBIT A

### Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction

July 1, 2013 through June 30, 2014

<u>EVERETT POLICE DEPARTMENT</u>	<u>FUNDING</u>	
1 Lieutenant	Everett PD	
1 Sergeant	Everett PD	
1 Detective	Everett PD	<i>VACANT</i>
1 Support Personnel	Everett PD	
<u>ARLINGTON POLICE DEPARTMENT</u>	<u>FUNDING</u>	
1 Detective	Arlington	
<u>MARYSVILLE POLICE DEPARTMENT</u>	<u>FUNDING</u>	
1 Detective	Marysville PD	<i>VACANT</i>
<u>BOTHELL POLICE DEPARTMENT</u>	<u>FUNDING</u>	
1 Detective	Bothell PD	<i>VACANT</i>
<u>SNOHOMISH COUNTY SHERIFF'S OFFICE</u>	<u>FUNDING</u>	
1 Task Force Commander	Justice Assistance Grant	
1 Lieutenant	Snohomish County Sheriff	
1 Sergeant	Justice Assistance Grant	
1 Sergeant	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	<i>VACANT</i>
1 K9 Detective	Snohomish County Sheriff	<i>VACANT</i>
1 Reserve Deputy	Snohomish County Sheriff	

1 Support Staff	Snohomish County Sheriff	
<u>SNOHOMISH HEALTH DISTRICT</u>		
1 Local Health Officer	Snohomish Health District	
<u>SNOHOMISH COUNTY PROSECUTOR'S OFFICE</u>		
1 Deputy Prosecutor	Justice Assistance Grant	
1 Deputy Prosecutor	Snohomish County Prosecutor/Sheriff	
1 Support Staff	Snohomish County Prosecutor/Sheriff	
1 Deputy Prosecutor - P/T	Snohomish County Prosecutor	
<u>STATE OF WASHINGTON</u>		
1 Detective	Washington State Patrol	
1 Case Worker	DSHS, Child Protective Services	
<u>WA STATE GAMBLING COMMISSION</u>		
1 Agent	Washington State	
<u>WASHINGTON NATIONAL GUARD</u>		
1 Intelligence Analyst	Washington National Guard	
<u>BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES</u>		
1 Agent - P/T	ATF	<b>VACANT</b>
1 Agent - P/T	ATF	<b>VACANT</b>
<u>DRUG ENFORCEMENT AGENCY</u>		
1 Agent	Drug Enforcement Agency	<b>VACANT</b>
<u>IMMIGRATION AND CUSTOMS ENFORCEMENT</u>		
1 Agent	Immigration And Customs Enforcement	<b>VACANT</b>
<u>NAVAL CRIMINAL INTELLIGENCE SERVICE</u>		
1 Agent	NCIS	<b>VACANT</b>
<u>INTERNAL REVENUE SERVICE</u>		
1 Agent	Internal Revenue Service	

## EXHIBIT B

### Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2013 through June 30, 2014

	FEDERAL	LOCAL	
	<u>FUNDS</u>	<u>MATCH</u>	<u>TOTAL</u>
Salaries	137,569	149,033	286,602
Benefits	42,431	47,959	90,390
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$180,000	\$196,992 *	\$376,992

\* \$184,081 from Local Matching Funds; \$12,911 from Forfeited Assets Fund

## EXHIBIT C

**Snohomish Regional Drug & Gang Task Force**

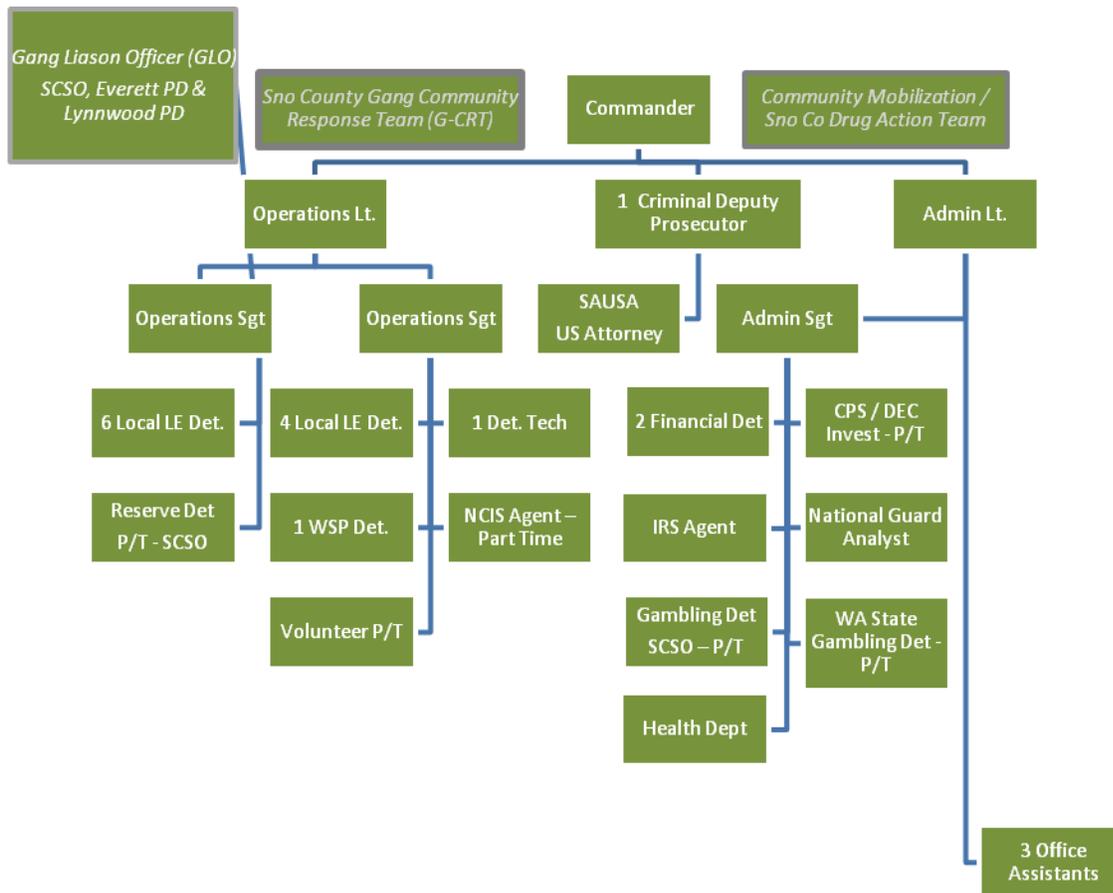
Local Match Breakdowns for July 1, 2013 through June 30, 2014

<b>JURISDICTION</b>	<b>POPULATION</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>
Arlington	17,930	2.50%	\$ 4,612.00
Bothell	16,570	2.31%	\$ 4,262.00
Brier	6,100	0.85%	\$ 1,569.00
Darrington	1,345	0.19%	\$ 346.00
Edmonds	39,800	5.55%	\$ 10,237.00
Everett	103,100	14.38%	\$ 26,518.00
Gold Bar	2,060	0.29%	\$ 530.00
Granite Falls	3,370	0.47%	\$ 867.00
Index	180	0.03%	\$ 46.00
Lake Stevens	28,210	3.93%	\$ 7,256.00
Lake Forest Park	-	-	-
Lynnwood	35,860	5.00%	\$ 9,223.00
Marysville	60,660	8.46%	\$ 15,602.00
Mill Creek	18,370	2.56%	\$ 4,725.00
Monroe	17,330	2.42%	\$ 4,457.00
Mountlake Terrace	19,990	2.79%	\$ 5,142.00
Mukilteo	20,310	2.83%	\$ 5,224.00
Snohomish	9,200	1.28%	\$ 2,366.00
Snohomish County	304,435	42.46%	\$ 78,302.00
Stanwood	6,220	0.87%	\$ 1,600.00
Sultan	4,655	0.65%	\$ 1,197.00
DSHS, CPS	-	-	\$ -
Snohomish Health District	-	-	\$ -
Washington State Patrol	-	-	\$ -
Sauk Suiattle Tribe	-	-	\$ -
Stillaguamish Tribe	-	-	\$ -
Swinomish Tribe	-	-	\$ -
Tulalip Tribe	-	-	\$ -
<b>PARTICIPATING JURISDICTIONS' TOTALS:</b>			<b>\$ 184,081</b>

## EXHIBIT D

### SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair), Snohomish County Prosecutor, City of Everett Attorney, SRDGTF Commander



CITY OF SULTAN  
AGENDA ITEM COVER SHEET

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Agenda Item : Consent C 4

Date: May 9, 2013

SUBJECT: Emergency Medical Services (EMS) Week May 19-25, 2013

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

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ISSUE:

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.

SUMMARY STATEMENT:

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.

Attachment:

- Proclamation for Emergency Medical Services (EMS) Week May 19-25, 2013



# City of Sultan

## EMS Week Proclamation

*To designate the Week of May 19-25, 2013, as Emergency Medical Services Week*

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, 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; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**THEREFORE**, *We 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 WEEK**

*With the theme, EMS: One Mission One Team, I encourage the community to observe this week with appropriate programs, ceremonies and activities.*

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

Date\_\_\_\_\_

\_\_\_\_\_  
Ken Marshall

\_\_\_\_\_  
Joe Neigel

\_\_\_\_\_  
Steve Slawson

\_\_\_\_\_  
Kristina Blair

\_\_\_\_\_  
Kay George

\_\_\_\_\_  
Jeffrey Beeler

\_\_\_\_\_  
Sarah Davenport-Smith

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A-1

**DATE:** May 09, 2013

**SUBJECT:** Public Disturbance and Disorderly Conduct

**CONTACT PERSON:** Rob Beidler, Police Chief  
Ken Walker, City Administrator

**ISSUE:**

The Police Department responds to a variety of calls for service where individuals are causing a public disturbance and being disorderly. Sultan does not have a code that addresses disorderly conduct and public disturbances in a way that allows the Sultan Police Department to serve and protect residents adequately.

**SUMMARY:**

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 following 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.

After reviewing codes and determining what does and does not work for law enforcement officials, we would like to suggest Ordinance 1163-13 Disorderly Conduct code be adopted.

**RECOMMENDATION:**

Adopt Ordinance 1169-13 as prepared based on City Council input from April 25, 2013.

**ATTACHMENTS:**

Attachment A: Ordinance 1169-13 Disorderly Conduct

**ATTACHMENT A**

**CITY OF SULTAN  
WASHINGTON**

**ORDINANCE NO. 1169-13**

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**AN ORDINANCE OF THE CITY OF SULTAN,  
WASHINGTON, ADDING CHAPTER 9.20 DISORDERLY  
CONDUCT TO THE SULTAN MUNICIPAL CODE;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE**

---

WHEREAS, The Police Department responds to a variety of calls for service where individuals are causing a public disturbance and being disorderly; and

WHEREAS, the current code does not provide adequate enforcement tools for the Police Department:

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

Section 1. **Chapter 9.20** Disorderly Conduct is hereby added to the Sultan Municipal Code to read as follows:

**Chapter 9.20 Disorderly Conduct**

**9.22.010**

This chapter is deemed an exercise of the police power of the City of Sultan for the protection of the health, welfare, safety and peace of the people of the city, its provisions shall be liberally construed for the accomplishment of that purpose

**9.22.020**

A person is guilty of disorderly conduct if he or she:

- A.** Uses abusive, vulgar, profane, obscene or indecent language, or conducts themselves in an indecent manner, when such language or conduct intentionally creates a risk of assault; or
- B.** Intentionally disrupts any lawful assembly or meeting of persons without lawful authority; or

- C. Intentionally obstructs vehicular or pedestrian traffic on streets or sidewalks without lawful authority; or
- D. Fights or quarrels in a public place; or
- E. Urinates or defecates in any public place other than a wash room toilet; or
- F. Suffers or permits in any building or place owned by themselves or under their control riotous or disorderly conduct or drunkenness or fighting to the annoyance of the public; or
- G. Hitches or ties any animal or thing to, or obstructs, injures, connects with or opens, any fire hydrant in the City without a permit from the Chief of the Fire Department or other municipal officer; or
- H. Drives or rides a horse or horses or other livestock in the City in such a manner as to endanger or to be likely to endanger any person or property, or drives or rides a horse or horses or other livestock upon any sidewalk in the City, except across a sidewalk on a street; or
- I. Removes, destroys, tears down, or defaces, either in whole or in part, or marks or writes upon, changes, obliterates or mars, or in any manner alters or changes the writing, printing or signature, or any part of the writing, printing, or signature, upon any bulletin, legal notice, signage or advertisement, poster or paper writing of the City lawfully posted or placed in the City, unless such person be an officer or employee of the City and is duly authorized to perform such acts.

#### **9.22.030**

Any person who violates any of the provisions of this chapter shall be guilty of a misdemeanor, and shall be punished by a sentence of not more than 30 days in the county jail or a fine of not more than \$250.00 or both.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF SULTAN

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Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

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Laura Koenig, City Clerk

Approved as to form:

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Ann Marie Soto, City Attorney

Passed by the City Council:

Date of Publication:

Effective Date:

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A-2

**DATE:** May 7, 2012

**SUBJECT:** 2013 Comprehensive Plan Amendment Docket

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

**ISSUE.** The Annual Comprehensive Plan Docket process calls for the Docket items to be established by October 1 of each year. Council is asked to refer items to the Planning Board for consideration. Items referred to the Board will be returned with initial recommendations to the Council By July 30, 2013 as provided by SMC 16.134.0070 D.

**STAFF RECOMMENDATION:**

Staff recommends that the work items listed in Attachment A Group 1, and Attachment A Group 2 be forwarded to the Board as the 2013 Sultan Comprehensive Plan Amendment Docket for further action as determined appropriate.

Staff further recommends that the Council direct the Planning Board to not pursue the proposal outlined in Attachment A, 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.

**DISCUSSION:**

State Statutes limit amendment of local Growth Management Act (GMA) Comprehensive Plans to once per year. This is typically handled by a process called the Annual Comprehensive Plan Amendment Docket. The City and any interested citizens or organizations can propose items for the Comprehensive Plan Annual Docket.

The City Council determines what items will be addressed on the current year's docket and which will not. The Council may receive applications directly from the public and refer them for consideration and recommendation back to the Board if it so chooses. This report transmits the list of topics proposed for inclusion on the 2013 docket.

To place an item on the Docket does not mean that it is "approved", or that it will necessarily be addressed or completed in the year. It means that the issue is worthy of discussion and action that may result in amendment of the Plan.

The Docket Items proposed for the 2013 Docket Cycle are of three types briefly described below. An expanded explanation of each item is provided on **Attachment A**.

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

Items presented in Group 1 are normal Docket items that staff addressed each year to keep the Comprehensive Plan current for grant work and inter-agency coordination. These items will be brought to the Planning Board for review and hearings and forwarded to the Council for adoption as per normal Docket scheduling.

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

*The items on this list are not proposed to be completed in 2013.* The list is provided in the 2013 docket year because work has begun on some of these items and work will begin on other of these items during the calendar year. Items in this group will not be completed until the Zoning Code (Title 16) revision process is complete and the City Comprehensive Plan and the County Comprehensive Plan are finally updated in a fully coordinated fashion in 2015.

Adoption of this docket will also provide the public with an outline of Comprehensive Plan activities over the next three years.

**Group 3: Citizen-initiated Amendments**

Mr. Gerry Gibson has submitted an application to re-adopt the following policies that were the main basis for organization of the land use and economic development components of the 2004 Comprehensive Plan as updated in 2008. The purpose statement of his proposal is excerpted and provided as **Attachment B**.

The policies at the heart of his proposal are the following policies taken from Page 31 of the 2008 Comprehensive Plan:

General:

1. Do not expand the city limits or allow major additional residential development within the urban growth area boundaries until or unless the economic/fiscal strategies produce public tax revenues sufficient to support additional urban populations and services.
2. Limit potential population growth that could occur from development or annexation within city boundaries until or unless an employment and tax base has been created.
3. Complete development of the available lands that are within present city limits.

(Note: Mr. Gibson has submitted preliminary application papers. He has not submitted the \$1,000 filing fee. He would also be responsible for the consultant work necessary to propose a full-scale revision of the Sultan Comprehensive Plan to be organized around the basic concepts of the 2004/2008 Comprehensive Plan.)

As the 2011 Plan Update process began, the Planning Board and the Council quickly recognized that these policies taken as a group could be used to challenge/prevent almost any development proposals outside of the central developed core area of the community. The 2011 Plan Update was specifically designed to remove these constraints and to be based on the statutory intent and use of the Urban Growth Area.

If the Council refers this item to the Planning Board for further work, the Council will be asking the Board to consider a complete review/rewrite of the 2011 Comprehensive Plan, as the land use policies determining development patterns must be based on the above three policies if they are re-adopted.

**STAFF RECOMMENDATION:**

Staff recommends that the work items listed in Attachment A Group 1, and Attachment A Group 2 be forwarded to the Board as the 2013 Sultan Comprehensive Plan Amendment Docket for further action as determined appropriate.

Staff further recommends that the Council direct the Planning Board to not pursue the proposal outlined in Attachment A, 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.

**ATTACHMENTS:**

Attachment A: Draft 2013 Comprehensive Plan Docket Proposal Outline

# ATTACHMENT A

## 2013 COMPREHENSIVE PLAN DOCKET PROPOSAL OUTLINE

### **GROUP 1: ANNUAL UPDATING OF ANCILLARY CAPITAL IMPROVEMENT PLANS**

#### **1-A: City Capital Improvement Plan**

Each year the City is required to update its 6-year Capital Improvement Plan (RCW 36.70A.070). The update addresses sewer, water, and other facilities as necessary.

#### **1-B: City Transportation Improvement Plan**

Each year the City is required to update its 6-year Transportation Improvement Plan (RCW 35.77.010). The update focuses on transportation facilities.

#### **1-C: School District Capital Improvement Plan**

The School District adopts a six-year Capital Improvement Plan similar to that adopted by the City. The City and School District plans need to be coordinated at the level of the population estimate that is used to develop the capital needs assessments. Previous versions of the City and School District Capital Improvement Plans have used different population estimates. This item is docketed to provide for coordination of the plans so that the School District Capital Improvement Plan can be properly adopted by the City as a component of the Comprehensive Plan.

### **GROUP 2: AMENDMENTS CALLED FOR BY POLICIES IN THE 2011 COMPREHENSIVE PLAN**

#### **2-A: Mixed Use Development (Centers) Zone; Comprehensive Plan Map Amendment**

The 2011 Comprehensive Plan, as called for by the Puget Sound Regional Council, calls for development of centers where people can live, work, and engage in commercial activities in the same neighborhood. Such centers need to be planned from the outset as an area designed for mixed occupancy in a zone that allows this type of development and provides standards for how it is to be developed.

While the Comprehensive Plan Policies call for this type of zone, the zone itself will need to be developed and included in the revised Zoning Code, Title 16. The Comprehensive Plan Map will need to be amended to show the location of the property designated for mixed-use development.

#### **2-B: Pre-Zone of Urban Growth Area; Comprehensive Plan Analysis of Population Density, Land Capacity, Comprehensive Plan Map Amendment**

The 2004 Comprehensive Plan adopted the Urban Growth Area (UGA) in its current alignment. Neither that plan nor the subsequent versions in 2008 or 2011 have pre-zoned the UGA. Pre-zoning is a process in state law that allows property owners to know what zone the City intends to put on their property when it is annexed. If the UGA is not pre-zoned, an applicant for annexation needs to undertake the zoning process as part of the annexation, adding time and expense to the annexation process.

The City can pre-zone the entire UGA by a Comprehensive Plan Amendment so that applicants for annexation do not have to take on the task one property at a time. A further argument for pre-zoning is that it can be done as a coherent planning process, rather than one-lot at a time. A pre-zoned UGA provides the entire community certainty about how it will develop over the long-term.

Staff and the Planning Board will work with the public to develop proposed pre-zoning for the UGA. The Comprehensive Plan Future Land Use Map will need to be amended to indicate the zones placed in the UGA.

**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.**

The Highway Oriented Development (Highway Commercial) Zone and the Economic Development (Industrial) Zone present a checkerboard pattern along the US-2 corridor.

This zone pattern does not provide for a clear understanding of the future development of the US-2 corridor. An analysis of the capacity and functionality of various properties for HOD, ED and Mixed Use (Centers) zoning is needed to develop an understandable future plan for the area.

A Comprehensive Plan Future Land Use Map amendment is required for this change.

**2-D: Rezone Floodplain Areas to lower density zones; Comprehensive Plan Map Amendment.**

Development in floodplains is becoming more difficult each year. A law suit is underway in which the National Wildlife Federation is attempting to prevent all development of any kind in floodplains. The City of Sultan has much of its Moderate and High Density residential zoning in the floodplain.

When areas of the community are analyzed for potential population increase, the zoning density that applies to the area is one of the main factors in the calculation. The community is penalized in efforts to achieve realistic population allocations and development patterns if the high density development land is in floodplains, and is, therefore, some of the least developable property.

Placing the low density zones in the area where development is unlikely, and potentially not allowed at all in the near future, frees up population allocation for areas of the community where development is more likely to occur.

A Comprehensive Plan Future Land Use Map amendment is required for this change.

**2-E: Realign Urban Growth Area in Trout Farm Road Area; Comprehensive Plan Policy Analysis and Plan Map Amendment**

The Trout Farm Road area was included in the City's Urban Growth Area in the 1994 Comprehensive Plan. Essentially no development has occurred in this area in the succeeding 18 years. This is largely because of the difficult transportation route, and the extreme cost of extending utilities into the peninsula which is over 1.5 miles past current sewer and water services.

As long as the area is in the UGA, it can only develop to any meaningful density if it is annexed and is provided with sewer and water. If it is removed from the UGA, the County could put a county zone that allows a density that could be achieved without sewer and water.

It is to the benefit of property owners wanting to develop, and to the benefit of the city for utility planning and population allocation, that this area is analyzed for potential removal from the UGA.

This amendment has been entered on the Snohomish County Comprehensive Plan Amendment Docket for the 2015 Update Cycle.

**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**

This area is bounded by the UGA and City Limits for approximately 70% of its perimeter. It is a “donut-hole” in the UGA that presents significant issues for provision of utilities to other developable parts of the City and the UGA. To get sewer and water from current locations to other developable parts of the City and UGA, the utility corridor has to cross out of the city, into the County, and back into the City, while passing land that cannot connect to the utility because it is not in the UGA. This makes the cost of development of the existing UGA much more than it should be.

In contrast to the Trout Farm Road peninsula, this area is contiguous with other developable parts of the city and UGA, and is more developable.

This amendment has been entered on the Snohomish County Comprehensive Plan Amendment Docket for the 2015 Update Cycle.

**2-G: Analyze Potential Urban Growth Area Realignment in Rice Road Area; Comprehensive Plan Policy Analysis and Plan Map Amendment**

Properties in the north-east corner of Rice Road and US-2 are in the HOD zone. Only the properties fronting on US-2 are in the City. Directly to the north, the City Limits turns back to Rice Road and continues north for the next  $\frac{3}{4}$  mile, with County jurisdiction on the east side of Rice Road.

This means that utilities that are extended up Rice Road can only serve the west side of the road, making such extensions very expensive. The potential of adding land on the east side of Rice Road to the UGA needs to be analyzed. This effort, like the 124<sup>th</sup> St. item discussed above, would add to the UGA, potentially based on re-allocation of population from the Trout Farm Road area deletion from the UGA.

This amendment has been entered on the Snohomish County Comprehensive Plan Amendment Docket for the 2015 Update Cycle.

**2-F: Provide Development Options for Urban Center (Downtown) Zone: Comprehensive Plan Map Amendment**

The downtown area (generally US-2 to Alder, from 1<sup>st</sup> to 8<sup>th</sup> St.) is recognized in the Comprehensive Plan as the commercial core and historic identity of the community. It is also completely in the floodplain. As mentioned above, development in the floodplain is getting more difficult every year.

If the core of the community is to remain viable, new uses and development options will be needed that recognize and address the floodplain issue to the greatest extent possible. It is unclear if development will be allowed at all given the aggressiveness of

the National Wildlife Federation in Federal Court. However, even under existing regulations commercial development/redevelopment in downtown is severely restricted.

The Zoning Code will need to add “new tools to the tool kit” of downtown development. This work will largely be in the Zoning Code, but Comprehensive Plan Map Amendments may be required.

### **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.**

Mr. Gibson has submitted an application to re-adopt the following policies that were the main basis for organization of the land use and economic development components of the 2004 Comprehensive Plan as updated in 2008:

(Note: Mr. Gibson has submitted preliminary application papers. He has not submitted the \$1,000 filing fee. He would also be responsible for the consultant work necessary to propose a full-scale revision of the Sultan Comprehensive Plan to be organized around the basic concepts of the 2004/2008 Comprehensive Plan.)

Policies proposed for re-adoption:

#### General: (Page 31 of 2008 Plan Update)

4. Do not expand the city limits or allow major additional residential development within the urban growth area boundaries until or unless the economic/fiscal strategies produce public tax revenues sufficient to support additional urban populations and services.
5. Limit potential population growth that could occur from development or annexation within city boundaries until or unless an employment and tax base has been created.
6. Complete development of the available lands that are within present city limits.

As the 2011 Plan Update process began, the Planning Board and the Council quickly recognized that these policies taken as a group could be used to challenge/prevent almost any development proposals outside of the central developed core area of the community. The 2011 Plan Update was specifically designed to remove these constraints and to be based on the statutory intent and use of the Urban Growth Area.

If the Council refers this item to the Planning Board for further work, the Council will be asking the Board to consider a complete review/rewrite of the 2011 Comprehensive Plan, as the land use policies determining development patterns must be based on the above three policies if they are re-adopted.

Rather than asking Mr. Gibson to submit a \$1,000 filing fee and begin consultant work to propose revision of the 2011 Plan, staff recommends that the Council not forward this item to the Planning Board.

**ATTACHMENT B**  
**EXCERPT OF GERRY GIBSON COMPREHENSIVE PLAN AMENDMENT PROPOSAL**  
**INDICATING PURPOSE OF PROPOSED AMENDMENT**

(Application Question)

A detailed statement of what is proposed to be changed and why.

(Mr. Gibson's Response)

With the adoption of the 2011 Comp Plan previous growth phasing strategies were scrapped and replaced by a new policy that permits growth anywhere in the city and the UGA. The objective of this petition is to revert to the "growth phasing" planning policies of previous comprehensive plans which make more sense for Sultan and its citizens for the following reasons;

The city's 2011 CP policy is inconsistent with the Growth Management Act RCW 36.70A.020 (1) **Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.** Permitting growth to occur anywhere in the city and its UGA is detrimental to Sultan utility ratepayers who would need to bear the cost of inefficient and expensive sprawl type infrastructure growth over a large outlying geographic area.

With the proposed population reductions there is ample capacity within city limits and just beyond to accommodate future growth without needing to open up the far reaches of the Urban Growth Area at this time. In fact under the GMA, urban growth areas are to be reserved for future growth until after infill has occurred. Phased growth prevents sprawl and significantly contains costs for rate payers.

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

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ITEM NO: Action A 3  
DATE: May 9, 2013  
SUBJECT: Ordinance 1170-13 Stormwater Utility Rates  
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

**ISSUE:**

The issue before the Council is to introduce Ordinance 1170-13, Stormwater Utility Rates (Attachment A) for a first reading. The current Ordinance 1123-11 (Attachment B) sets stormwater rates through May 31, 2013.

**STAFF RECOMMENDATION:**

Staff recommends the Council introduce Ordinance 1170-13, setting Stormwater Utility Rates through May 31, 2016.

**SUMMARY:**

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.

**BACKGROUND:**

The City owns, operates and maintains the drainage, or storm water system, consisting of conveyance assets (pipes, culverts, catch basins, and inlets), storm water ponds, and storm water treatment facilities.

The City has approximately 82,000 linear feet (15.5 miles) of storm water system pipes and major culverts. Approximately 820 catch basins and 160 inlets are located throughout the service area (from City of Sultan Comprehensive Plan updated September 25, 2008). Grass-lined ditches are also part of the storm water collection system.

In addition to the conveyance assets, the City owns and maintains infiltration facilities and retention ponds. Approximately thirteen (13) such facilities are owned and operated by the City. There are numerous privately-owned storm water facilities scattered throughout the City of Sultan service area including approximately 44 privately-owned ponds in the Sultan Urban Growth Area (UGA).

The purpose of the storm water operating fund is to promote quality control of storm water in the city. The fund is used to maintain the city's storm water conveyance and treatment facilities

and construct storm water capital projects such as the detention facility for Sultan Basin Road Phase III.

Attachments:           A. Ordinance 986-08 Stormwater Utility Rates

**CITY OF SULTAN  
WASHINGTON  
ORDINANCE NO. 1170-13**

**AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON,  
ESTABLISHING THE STORMWATER UTILITY FEE; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

Whereas, the Federal Clean Water Act, 33 U.S.C. 1251 et seq., requires certain political entities, such as the City, to implement stormwater management programs within prescribed time frames, and the Environmental Protection Agency, pursuant to the Federal Clean Water Act, 33 U.S.C. 1251 et seq., has published rules for stormwater outfall permits; and

Whereas, pursuant to RCW Ch. 35 A.11, Ch. 35.67 and Ch. 35.92, the City has the authority to establish a Stormwater Utility and set utility rates; and

Whereas, by Ordinance No. 986-08 the City adopted a Stormwater Utility rate structure levied upon all developed real property within the boundaries of the utility; and

Whereas, the rate structure adopted by Ordinance No. 1123-11 was effective December 1, 2009 through May 31, 2013; and

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

Section 1: Stormwater Utility Fee. In accordance with the rate structure established herein, there is hereby levied upon all developed real property within the boundaries of the Utility the following Stormwater Utility Fee:

- 1) For all single-family residences and detached single-family condominiums, the monthly Stormwater Utility Fee shall be the fee established and approved for 1.00 ERU.
- 2) For two-, three- and four-family residential property, the monthly stormwater utility fee shall be the fee established and approved for 1.75 ERUs.
- 3) For all other developed property including commercial, institutional, manufacturing, multi-family greater than four (4) residences, attached condominiums of greater than four (4) units and mobile home parks within the boundaries of the Utility, except as exempt under Section 4 below, the monthly Stormwater Utility Fee is determined by dividing the total square feet of impervious surface on the subject property by one ERU.

By way of illustration:

12,500 square feet of impervious surface / 4,519 square feet (1 ERU) = 2.77 ERU

<b>STORMWATER MONTHLY RATE SCHEDULE PER TAX PARCEL</b>				
	<b>06/01/2013</b>	<b>06/01/2014</b>	<b>06/01/2015</b>	<b>06/01/2015</b>
<b><u>RESIDENTIAL PARCELS</u></b>				
Single Family	\$9.25	\$9.53	\$9.81	\$10.11
Low-Income Senior (50% SFR rate)	\$4.63	\$4.77	\$4.91	\$5.06
Two-, three-, and four-family residential	\$9.35	\$9.63	\$9.92	\$10.22
<b><u>COMMERCIAL, INSTITUTIONAL, MANUFACTURING, MULTI-FAMILY (GREATER THAN 4 UNITS) AND MOBILE HOME PARKS</u></b>				
Base Rate by Equivalent Residential Unit (ERU) The calculated ERU is 4,519 square feet				
≤ 1 ERU-1.0 ERU	\$9.25	\$9.53	\$9.81	\$10.11
1.01-5.00 ERU	\$9.35	\$9.63	\$9.92	\$10.22
5.01-10.00 ERU	\$9.45	\$9.73	\$10.03	\$10.33
10.01-15.00 ERU	\$9.55	\$9.84	\$10.13	\$10.44
15.01 – 20.00 ERU	\$9.65	\$9.94	\$10.24	\$10.54
20.01 – 25.00 ERU	\$9.75	\$10.04	\$10.34	\$10.65
25.01 – 50.00 ERU	\$9.85	\$10.15	\$10.45	\$10.76
50.01-100.00 ERU	\$9.95	\$10.25	\$10.56	\$10.87
> 100.00 ERU	\$10.05	\$10.35	\$10.66	\$10.98

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication, but no sooner than June 1, 2013.

**ADOPTED** BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE DAY OF.

CITY OF SULTAN

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Date of Publication: Effective Date:

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A – 4

**DATE:** May 9, 2013

**SUBJECT:** Amendment No. 1 to the Snohomish County Interlocal Aid Agreement for Minor Street Projects for Municipal Services.

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

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**ISSUE:**

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.

**STAFF RECOMMENDATION:**

Staff recommends the council authorize the Mayor to sign Amendment No. 1 to the Snohomish County Interlocal Aid Agreement for Minor Street Projects for Municipal Services.

**ALTERNATIVES:**

- 1) Authorize the Mayor to sign Amendment No. 1 to the Snohomish County Interlocal Aid Agreement for Minor Street Projects for Municipal Services.
- 2) Do not authorize the Mayor to sign Amendment No. 1 to the Snohomish County Interlocal Aid Agreement for Minor Street Projects for Municipal Services and direct staff to areas of concern.

**SUMMARY:**

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 (Attachment A) 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 (Attachment B) 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 (Attachment C) and RCW 35.77.030 through .040 (Attachment D).
- 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.

**FISCAL IMPACT:**

There is no fiscal impact to the City as a result of Amendment No. 1.

**RECOMMENDED ACTION:**

Staff recommends the council authorize the Mayor to sign Amendment No. 1 to the Snohomish County Interlocal Aid Agreement for Minor Street Projects for Municipal Services.

- |              |  |
|--------------|--|
| Attachment A | Aid Agreement for Minor Street Projects for Municipal Services                               |
| Attachment B | Amendment No. 1 to Interlocal Aid Agreement for Minor Street Projects for Municipal Services |
| Attachment C | RCW 36.75.207  |
| Attachment D | RCW 35.77.020 through .040   |

## SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

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ITEM NO: A-5  
DATE: May 09, 2013  
SUBJECT: US 2 Safety Coalition Request from 2012  
CONTACT PERSON: Ken Walker, City Administrator

**ISSUE:**

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.

**SUMMARY:**

On January 12, 2012, action item A-9 Safety Coalition Request (Attachment A) for a contribution of \$1,000.00 was presented to the City Council. The action was amended and approved in the amount of \$500.00 (Attachment B).

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. Therefore, payment was not made.

**FISCAL IMPACT:**

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

**RECOMMENDED ACTION:**

Provide staff with direction pertaining to the payment of this request.

**ATTACHMENTS:**

Attachment A. US 2 Safety Coalition Request, Jan 12, 2012  
Attachment B. Excerpt from the minutes of meeting Jan 12, 2012

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SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET

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ITEM NO: January 12, 2012

DATE: A-9

SUBJECT: US 2 Safety Coalition Request

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

**ISSUE:**

The issue before the City Council is to act on a request from the US 2 Safety Coalition for \$1,000 from the Economic Development Budget to pay for lobbying efforts and small expenses during the 2012 Legislative Session.

**ALTERNATIVES:**

1. Approve the \$1,000 request and ask the US 2 Safety Coalition to sign the two letters of support (Attachment A) for safety projects in Sultan and deliver the letters to the City before the Legislative Conference beginning on January 24, 2012.
2. Approve the \$1,000 request, contingent on the US 2 Safety Coalition signing the two letters of support for safety projects in Sultan and deliver the letters to the City before the legislative Conference beginning on January 24, 2012.
3. Deny the \$1,000 request and ask the US 2 Safety Coalition to sign the two letters of support for safety projects in Sultan and deliver the letters to the City before the Legislative Conference beginning on January 24, 2012.
4. Deny the \$1,000 request and withdraw the request for letters of support from the US 2 Safety Coalition.

**STAFF RECOMMENDATION:**

Approve the \$1,000 request and ask the US 2 Safety Coalition to sign the two letters of support for Transportation Safety Projects in Sultan and deliver the letters to the City before the Legislative Conference beginning on January 24, 2012.

**SUMMARY STATEMENT:**

Since 1997 there have been 90 deaths on the US 2 Corridor. Members of the US 2 Safety Coalition meets monthly with the Washington State Department of Transportation (WSDOT) to discuss and collaborate what measures should be taken for Safety Improvement along US 2.

In 2004 The US 2 Safety Coalition was successful in securing \$10 million in State Transportation funds for safety capital projects along US 2. This was accomplished largely to the lobbying efforts of the US 2 Safety Coalition.

At the December 8, 2011 Sultan City Council meeting, Councilmember and US 2 Safety Coalition member, Jeffrey Beeler requested \$1,000 from the City of Sultan's Economic Development Budget. The purpose of the request is to reach a goal of \$6,000 to pay the two lobbyists hired by the US 2 Safety Coalition to lobby the State of Washington Legislature for safety improvements to US 2 from Everett to Stevens Pass at the 2012 Legislative Session.

In 2010 the City of Sultan submitted a grant application to Puget Sound Regional Council to fund a Pedestrian and Bicycle Bridge crossing the Sultan River. The bridge will be constructed parallel to and independent of the existing WSDOT Bridge.

The City of Sultan requested from and received letters of support for this much needed safety project from the following agencies and citizens:

- Washington State Department of Transportation
- State of Washington Representative, Kirk Pearson
- Snohomish County Sheriff, John Lovick
- Snohomish County Fire District #5
- Cascade Bicycle Club
- Sultan Citizens, Dale Doornek, George Schmidt, Greg Hovander, Toni Reading, and Rennie Sue White.

Staff also requested a letter of support for the Pedestrian and Bicycle Bridge Safety Project from the US 2 Safety Coalition, but a letter of support was not received.

The City of Sultan recognizes the importance and value in working with other agencies supporting safety and infrastructure projects for the common good. It is important for the City of Sultan to support the US 2 Safety Coalition in their efforts to improve the safety of US 2. It is also important for the US 2 Safety Coalition to support the City of Sultan in our efforts to improve the safety of US 2 through Sultan.

The Mayor, Council, staff and Lobbyist, Dick Little will be attending the Legislative Conference in Olympia on January 25<sup>th</sup> and 26<sup>th</sup> requesting funding for important capital and safety projects in Sultan. The Pedestrian and Bicycle Bridge is one of the priority projects being presented in Olympia this year.

Staff prepared two letters of support; one letter specifically addresses and supports the Pedestrian and Bicycle Bridge Safety Project, and the other letter, more generic in nature supports the City of Sultan's overall efforts to improve safety and capacity along US 2 through Sultan. Both letters were reviewed and approved by Councilmember and US 2 Safety Coalition member, Jeffrey Beeler.

#### FISCAL IMPACTS:

Reduction of \$1,000 from the City of Sultan Economic Development Budget.

MOTION: I move to approve the US 2 Safety Coalition's request for \$1,000 for lobbying efforts and minor expenses and ask the US 2 Safety Coalition to sign and return the

attached letters of support prior to the Legislative Session beginning on January 24, 2012.

Attachments:

Letter of Support for the Bicycle and Pedestrian Bridge crossing the Sultan River  
Letter of Support for all Capital and Safety Transportation Projects in Sultan

➤ On Letterhead US 2 Safety Coalition Letterhead

➤ Date

Honorable Mayor Carolyn Eslick  
City of Sultan  
319 Main Street, Suite 200/PO Box 1199  
Sultan, WA 98294

Subject: US 2 Bicycle and Pedestrian Bridge Crossing

Dear Mayor Eslick;

The US 2 Safety Coalition supports the City of Sultan's efforts to seek state and federal funding to build a Pedestrian and Bicycle Bridge crossing the Sultan River on US 2. When constructed, this project will provide safe passage for everyone who uses the bridge and provide accessible passage for disabled citizens. There are necessary and essential services on both sides of the bridge that residents from each side must access. The grocery store, dental office, pharmacy, medical center and laundromat are on the west side. On the east side, the library, City Hall, post office, food bank, Boys and Girls Club, Senior Center, and Sultan Elementary, Middle and High Schools.

The existing WSDOT Bridge on US 2 is very dangerous for pedestrians, bicyclists and disabled persons to safely cross. The current WSDOT Bridge approaches are only 29 ½" wide and only on the north side of the bridge. The Sultan River is on one side of this narrow and dangerous pedestrian facility and vehicles traveling at least 35 MPH are less than an arm's length away on the other side.

US 2 accommodates large volumes of vehicular travel ranging from gravel trucks with tongues and trailers, logging semi trucks, large delivery trucks, Community Transit buses, school buses and chartered recreation and ski buses. Recreational vehicles such as RV's, large trucks hauling boats, snow mobiles and off road vehicles travel US 2 through Sultan every day, year round.

The US 2 Safety Coalition realizes how dangerous it is for pedestrians and bicyclists to cross the Sultan River using the existing WSDOT Bridge pedestrian facility and almost impossible for disabled persons. We fully support the City of Sultan's efforts to

construct a safe pedestrian and bicycle bridge crossing the Sultan River and encourage funding agencies to provide the funding needed for this very worthwhile safety project. This is clearly a priority project on US 2 between Everett and Stevens Pass.

Sincerely,

Fred Walser  
Chairperson  
US 2 Safety Coalition

➤ On US 2 Safety Coalition Letterhead

➤ Date

Honorable Mayor Carolyn Eslick  
City of Sultan  
319 Main Street, Suite 200/PO Box 1199  
Sultan, WA 98294

Subject: US 2 Safety Improvements

Dear Mayor Eslick;

Since 1997 the US 2 Safety Coalition has been working with State, Federal and Local agencies to improve safety and capacity on US 2. It is important that the Coalition work closely with all agencies in order to fully reap the benefits of the common cause improving US 2.

The US 2 Safety Coalition fully supports the City of Sultan's efforts to improve safety and capacity along US 2 through Sultan and encourage state and federal funding agencies to seriously consider approving requests from the City of Sultan to fund these very important projects.

Sincerely,

Fred Walser  
Chairperson  
US 2 Safety Coalition

**Attachment B:** Minutes Excerpt 01/12/2012 Sultan Council Meeting

**SULTAN CITY COUNCIL**

## AGENDA ITEM COVER SHEET

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ITEM NO: Consent C 1 A  
DATE: January 26, 2012  
SUBJECT: Council Meeting Minutes  
  
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

**SUMMARY:**

Attached are the minutes of the January 12, 2012 regular Council meetings as on file in the office of the City Clerk.

**RECOMMENDED ACTION:**

Approve as submitted

**US 2 Safety Coalition – Request to Contribute for Lobbyist**

The issue before the City Council is to act on a request from the US 2 Safety Coalition for \$1,000 from the Economic Development Budget to pay for lobbying efforts and small expenses during the 2012 Legislative Session. Councilmember Beeler excused himself from the discussion.

Discussion: Councilmembers George and Davenport-Smith did not feel the city should use public funds for other agency's lobby efforts since the city pays a lobbyist already; Monroe is contributing \$3,500 and other funds are being obtained from businesses; need letters of support for Sultan projects; need to make sure Sultan is represented at meetings to get support and funding for city projects.

Councilmember Slawson moved to approve \$500 for the US 2 Safety Coalition's for lobbying efforts and minor expenses and to ask the US 2 Safety Coalition to sign letters of support for Sultan projects. Seconded by Councilmember Marshall. All ayes, except Councilmember George and Davenport-Smith who voted nay.