CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
May 28, 2015

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS
1) Business Spotlight – Sultan Dental Center
2) Volunteer Spotlight – Bob Klement

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) Public Works

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council.
1) Approval of the Council Meeting Minutes
2) Approval of Vouchers – 2015
3) Appointment of Janet Peterson to the Planning Board
4) Appointment of Gloria Reedy to the Planning Board

ACTION ITEMS:
1) Date Avenue Bid Award
2) Date Avenue – Construction Management Contract with Gray & Osborne
3) Annexation Request – Drivstuen
4) Street Light – Sultan Basin Road
5) Resolution 15-06 Fee Schedule Amendment

DISCUSSION: **Time Permitting**
1) Code of Ethics

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session:

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

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

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item: Presentation – P- 1

Date: May 28, 2015

SUBJECT: Business Spotlight

Sultan Dental Center – Dr. Carl Fricke

CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

ISSUE:
The issue before the Council is to recognize Sultan Dental Center as the City of Sultan's Business Spotlight for May, 2015.

SUMMARY STATEMENT:

Sultan Dental Center is located at 811 W. Stevens Avenue in Sultan, WA, and now owned by Dr. Carl Fricke.

Carl Fricke spent his formative years in Monroe. Then, the family moved around Snohomish County a bit. All the while, Carl's dad continued his entire career as a chiropractor in Monroe until his retirement two years ago.

Carl went to Dental School in Buffalo New York and graduated in 2012. He then completed an Advanced Education in General Dentistry residency program in the Yakima Valley in 2013. He has now come to us from Cashmere, WA where he practiced general dentistry for the past two years.

Carl and his wife of 7 years, Tasha, felt it was time to move on and were seriously looking into purchasing a practice on Lake Chelan. It was then when Dr. Greenhalgh asked his hygienist, LaRee, who is also Carl's sister, to see if the Carl wanted to purchase Dr. Greenhalgh's practice. They knew right away that moving to Sultan was the better choice. So, Sultan beat out Lake Chelan.

They now live in Sultan, and they love it. They love Sultan's small town feel. He likes working really close to home and family and doesn't mind leaving the sun for rain.

Dr. Fricke has been practicing in Sultan for only 3 months and is looking forward to growing his business.

With his grandfather having practiced dentistry in Bothell and one sister practicing hygiene with him in Sultan, and the another sister practicing equine dentistry, dentistry seems to be a family thing.

Dr. Fricke has 5 employees and he is the only dentist east of Monroe at this time. He wants to grow the practice and add another dentist eventually. "Certainly the population will support two dentists", he commented.

Carl and his wife, Tasha plan on staying in Sultan for quite a while; they want to invest in the area and raise their children here.

He also plans on updating the practice, giving the building a "face lift" and maximizing the Mountain View from the dental chairs. Everything will come in time.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: P- 2
DATE: April 28, 2015
SUBJECT: **Volunteer Spotlight – Bob Klement**

CONTACT PERSON: Donna Murphy, Volunteer Coordinator
ISSUE: To recognize Bob Klement as the City of Sultan's Volunteer Spotlight for April, 2015.

SUMMARY:

Bob Klement was born in Texas and grew up in Arizona. He was in the military for 15 ½ years as a Staff Sergeant with the Army.

Bob married Maureen in 2009, they lived in Pacific at the time and moved to Sultan in 2012 to be closer to Mom.

Bob started becoming involved in Sultan's Neighborhood Block Watch after reading crime posts on Face Book. He started out helping Joe Stone organize the Block Watch meetings and when Joe stepped down, Bob took over the leadership. "Bob is a doer; he sees something that needs done and he'll just do it", said his wife Maureen. Bob, along with Jody and Tiffany Kerr have been running Sultan's Block Watch meetings for almost a year now. This month Elizaabeth Scott will be their guest speaker, and the meeting will be run like a Town Hall Meeting where they'll ask questions and make their concerns heard.

Bob has been working with the Sultan Community Task Force that Mayor Eslick initiated almost a year ago. Being an outdoorsman and avid fisherman, Bob wanted to add outdoor activities for the at-risk youth in the community. He saw a huge problem when he looked into getting the kids fishing licenses and the expense it would incurr to license each person.

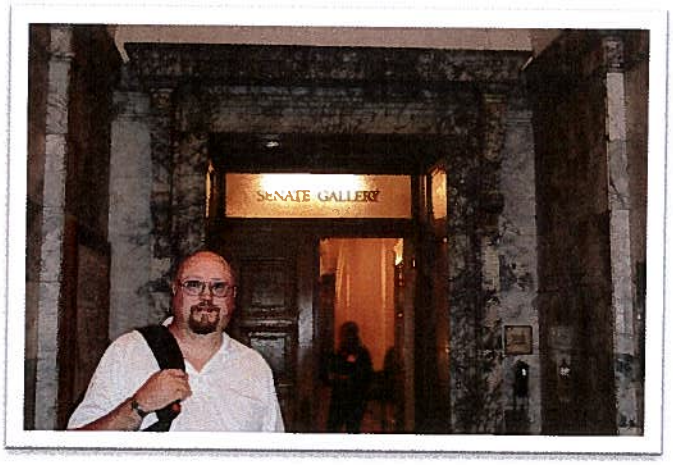
So Bob contacted Senator Kirk Pearson and pitched "getting non profit orginizations such as the Boys and Girls Club, YMCA, and the VOA the ability to purchase a group fishing license to be able to take at-risk youth fishing, crabbing, clam digging and shrimping. The license would be both salt and fresh water fishing.

Bob said that Senator Pearson liked the idea and asked his aid to work with Bob on the wording of the bill to present to the legislature. Once the bill was written, they submitted

it. The bill passed through the House and Senate the first time through. "It was quite a feat to get it on the Governor's desk and signed **before** fishing season!" Said Bob.

2,445 bills were introduced to the legislature and only 308 passed.

Between Block Watch and this project, Bob is staying pretty busy being involved in the community. "It all revolves around the kids", Bob said. "It's all about getting the community involved".



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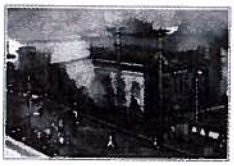
- Businessman-turned-whistle-blower was a master at forcing change May 6
- Panel gives green light to contested timber harvest near Index May 6
- Snohomish handler, 14, to test her beagle against the world's best May 6
- Granite Falls, Lake Stevens, Snohomish teachers to walk out Friday May 6

Hunting & Fishing

Local news

Highlights

Enemies list
Snohomish County's 10 worst noxious weeds



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Historic photos of The Herald on its birthday

Ways to Give

Published: Monday, May 4, 2015, 8:21 p.m.

EMAIL ARTICLE | PRINT | JUMP TO COMMENTS

Lawmakers hooked on Sultan man's idea for at-risk kids

By **Amy Nile**, Herald Writer
@AmyNileReports

SULTAN — A Snohomish County man is angling to get kids hooked on fishing.

Bob Klement, of Sultan, came up with an idea for a new law that would allow programs for at-risk children and teens to get group fishing permits instead of having to pay for each angler.

He pitched it to state Sen. Kirk Pearson, R-Monroe, just before the start of the legislative session in January. Pearson said he thoug great idea and got to work on a bill right away.

"It's one of those bills that makes so much sense," he said. "I legislators, they got it."

The bill passed unanimously through the House and Senate Inslee signed it into law April 24.

"When the governor put pen to paper, my dream came true, said. "This bill is a rarity because it's one of the few that passed on the first try. The impact it's going to have on kids in this state is tremendous."

Effective July 24, free group permits can be issued on a seasonal basis to a state or local agency, or nonprofit group that runs a program for at-risk youth. Catch record cards also are to be provided at no cost to those fishing under a group permit.

The record cards are required for certain types of fish and must be turned in to the Washington Department of Fish and Wildlife regardless of whether there's a catch.

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Ordinarily, the first card is free and each additional card costs $12.60. The price of a regular fishing permit

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Deputy Bud: May 1

Cathcart Rocket Launch: Apr 27

Stations of the Cross: Apr 13

Beenado: Apr 17

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Calendar

MAY 2015

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

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varies for different age groups and types of fish. For those 16 and older, a freshwater fishing licence costs $29.50 and a saltwater permit is $30.05.

Klement wanted to reduce the cost of fishing with the bill in hopes that more young people would be able to enjoy outdoor recreation and stay out of trouble.

"It's got an awesome, awesome potential to help a lot of kids," he said.

Klement and Pearson said they still have work to do before fishing season starts in June. They're spreading the word about the group permits and looking for donated fishing gear to give to groups that work with at-risk youth.

That way, nonprofits such as the Boys & Girls Clubs, Volunteers of America and the Edge Effect in Index can take advantage of the free group permits.

Calei Vaughn, director of Volunteers of America Sky Valley Services in Sultan, said she's already organizing a fishing trip. The expense of buying individual licences for each fisher previously prevented the nonprofit from taking young people out on the river, she said.

"We live in one of the best spots for recreation in Washington state," Vaughn said. "We want to take advantage of it as soon as possible."

Vaughn also heads the Sultan Community Task Force, a volunteer group aimed at solving problems related to poverty, homelessness and at-risk youth. Klement got the idea for the law while working with that group.

The retired Army combat veteran said he finds peace on the Skykomish River. Klement, 48, has enjoyed angling since he was old enough to hold a fishing pole. Now he'd like to share his skill with young people who might need a mentor to stay on the right track.

"So many of these kids are heading down the wrong path," he said. "If we can catch just a couple and change their lives, it'll be a tremendous benefit for the community."

People can make arrangements to donate fishing gear by emailing Klement at silverhookd1@gmail.com.

Amy Nile: 425-339-3192; anile@heraldnet.com. Twitter: @AmyNileReports.

Story tags » • Sultan • Leisure (general) • Fishing • Youth • Outdoors

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HeraldNet highlights

Everett's upscale trend: Potala Place will feature year-round farmers market

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12. With Potala Place, Everett is trending upscale
13. Snohomish County PUD to be investigated for ethics violations
14. Snohomish handler, 14, to test her beagle against the world's best
15. Everett repair shop plans another car giveaway

Looking for a friend?: Animals up for adoption at the Everett shelter (12 new photos)

7 colorful hikes: Nearby trails where you can see floods of flowers

Local display advertising by PaperG

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SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	SR – 1
DATE:	May 28, 2015
SUBJECT:	Public Works Monthly Report
CONTACT PERSON:	Mick Matheson, P.E., Public Works Director

ISSUE:
Provide monthly reports to Council regarding:

- City of Sultan Water Plant Production and Operation
- Everett Meter Readings
- 2015 Water Meter Replacement Program
- 2015 Fire Hydrant Exercising Schedule
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report
- Field Supervisor Report

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

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

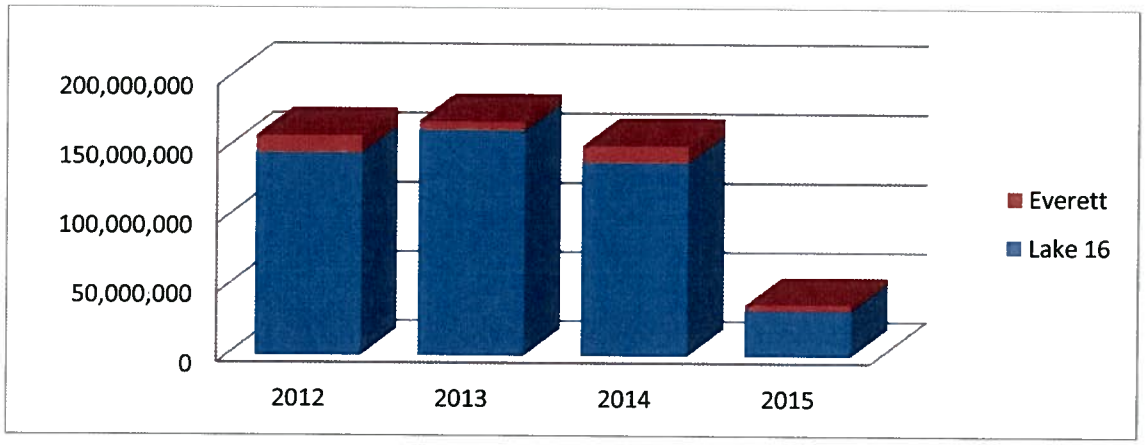
ATTACHMENTS:

Attachment A	Lake 16 vs. City of Everett Water Supply Comparison
Attachment B	Lake 16 Production for 2015
Attachment C	City of Sultan Water Plant Production Past 6 Years
Attachment D	Yearly Totals to Distribution System
Attachment E	2015 Water Meter Replacement Schedule
Attachment F	2015 Fire Hydrant Exercising Schedule
Attachment G	Everett Meter Readings for 2015
Attachment H	City of Sultan Wastewater Treatment Plant Operational Report
Attachment I	Garbage Report
Attachment J	Recycling Report
Attachment K	Cemetery Report
Attachment L	Field Supervisor Report

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2012	2013	2014	2015
Lake 16	146,762,070	163,185,000	140,098,000	33,186,000
Everett	11,943,316	6,154,544	11,577,544	3,987,588
Total Gallons	158,705,386	169,339,544	169,339,544	37,173,588
% Everett	8%	4%	7%	11%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

ATTACHMENT B

MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS	SODA ASH LBS
Jan-15	249.2	11,085,000	595,200	1,089,000	618,750	8,782,050	128.5	1.7	1,499	1,487	84.0	1502.9
Feb-15	218.9	9,762,000	528,000	860,000	528,750	7,845,250	109.4	1.1	1,320	1,680	66.2	1563.0
Mar-15	273.1	12,339,000	873,600	1,090,000	618,750	9,756,650	136.6	1.9	1,546	1,653	81.0	1488.0
Apr-15	282.9	12,741,000	681,600	929,000	562,500	10,567,900	137.7	1.9	1,759	1,745	87.0	1643.0
May-15						0						
Jun-15						0						
Jul-15						0						
Aug-15						0						
Sep-15						0						
Oct-15						0						
Nov-15						0						
Dec-15						0						
TOTALS	**1,024.1**	**45,927,000**	**2,678,400**	**3,968,000**	**2,328,750**	**36,951,850**	**512.2**	**6.6**	**6,124**	**6,565**	**318.2**	**6,196.9**
AVERAGE	**256.0**	**11,481,750**	**669,600**	**992,000**	**582,188**		**128.1**	**1.7**	**1,531**	**1,641**	**79.6**	**1,549.2**

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

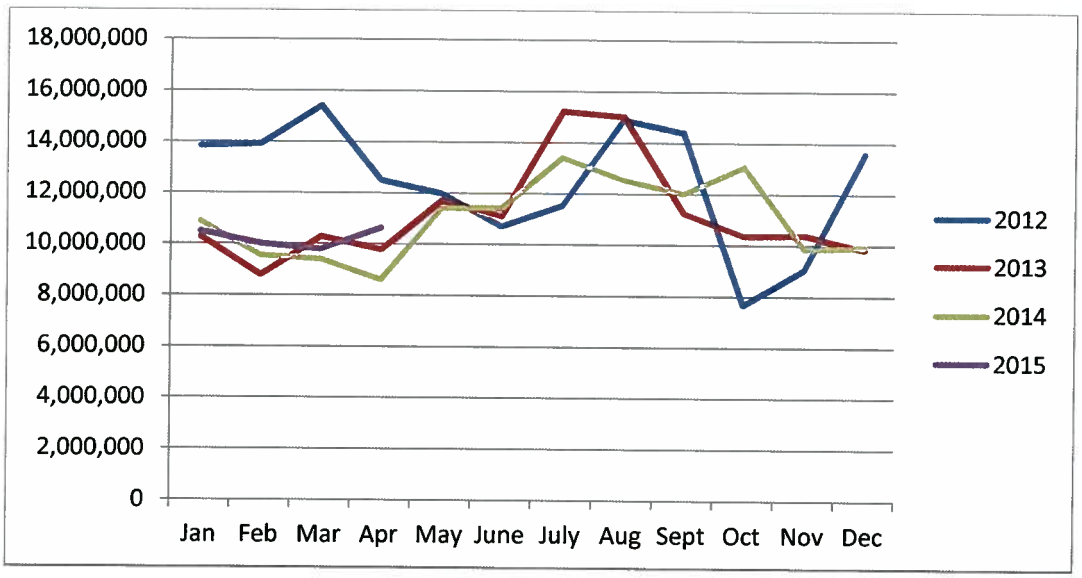
CITY OF SULTAN
Water Plant Production Past 6 years

	2010	2011	2012	2013	2014	2015
JAN	11,986,600	11,816,800	13,837,500	12,695,000	13,552,000	11,085,000
FEB	10,940,800	11,059,100	13,917,500	10,821,000	11,889,000	9,762,000
MARCH	12,070,300	11,246,150	15,413,700	12,453,000	11,968,000	12,339,000
APRIL	11,473,900	3,636,500	12,509,700	12,330,000	10,739,000	12,741,000
MAY	12,080,100	0	11,994,500	14,516,000	14,191,000	
JUNE	10,055,300	0	10,721,850	13,654,000	14,036,000	
JUL	16,291,400	0	11,536,100	18,270,000	16,632,000	
AUG	16,332,850	0	14,897,550	16,369,000	15,095,000	
SEPT	11,716,200	0	14,403,400	13,820,000	14,458,000	
OCT	11,049,000	0	7,669,000	12,901,000	9,691,000	
NOV	11,755,700	4,359,500	9,048,000	13,074,000	10,339,000	
DEC	11,397,000	13,589,000	10,813,600	12,282,000	11,966,000	
AVG	12,262,429	4,642,254	12,230,200	13,598,750	12,879,667	11,481,750
TOTAL	**147,149,150**	**55,707,050**	**146,762,400**	**163,185,000**	**154,556,000**	**45,927,000**

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2012	2013	2014	2015
Jan	13,837,500	10,271,500	10,896,750	10,494,970
Feb	13,917,500	8,778,600	9,565,500	10,011,458
Mar	15,413,700	10,295,800	9,414,140	9,808,262
Apr	12,509,700	9,775,750	8,608,100	10,624,748
May	11,994,500	11,709,190	11,414,350	
June	10,721,850	11,106,400	11,442,950	
July	11,536,100	15,208,100	13,420,500	
Aug	14,897,550	15,005,000	12,551,110	
Sept	14,403,400	11,235,750	12,015,410	
Oct	7,669,000	10,349,400	13,065,976	
Nov	9,048,000	10,396,050	9,876,190	
Dec	13,589,000	9,823,500	9,933,596	
TOTAL	**149,537,800**	**133,955,040**	**132,204,572**	**40,939,438**
AVG	**12,461,483**	**11,162,920**	**11,017,048**	**10,234,860**

ALL NUMBERS ARE IN GALLONS



2015 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Beginning Balance			**129**
Jan-15	3	25	126
Feb-15	102	25	24
Mar-15	6	25	18
Apr-15	3	25	15
May-15		25	
Jun-15		25	
Jul-15		25	
Aug-15		25	
Sep-15		25	
Oct-15		25	
Nov-15		25	
Dec-15		25	
TOTAL	114	275	15

2015 FIRE HYDRANT EXERCISING SCHEDULE

ATTACHMENT F

Month-Year	Actual # of FH's Exercised	Program Goal	Remaining FH's at Month End
Jan-15	0		257
Feb-15	22		235
Mar-15	14		221
Apr-15	18		203
May-15			
Jun-15			
Jul-15			
Aug-15			
Sep-15			
Oct-15			
Nov-15			
Dec-15			
TOTAL			203

Everett Meter Readings for 2015

ATTACHMENT G

DATE	PREVIOUS READING	CURRENT READING	TOTAL CUBIC FEET	TOTAL GALLONS	AVERAGE PER DAY
1/2/2015	177,821	178,598	77,700	581,196	18,748
2/5/2015	178,598	180,888	229,000	1,712,920	55,255
3/12/2015	180,888	183,784	289,600	2,166,208	77,365
4/1/2015	183,784	183,853	6,900	51,612	1,665
5/5/2015	183,853	183,929	7,600	56,848	1,895
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
			0	0	0
TOTALS			**610,800**	**4,568,784**	**154,928**

CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2014 - 2015

	Influent Flow (Max High allowed 0.72 MGD)				Total Rainfall	Effluent PH (Range allowed 6.0 - 9.0)		Biological Oxygen Demand (Range allowed 85% to 100%)	Avg Suspended Solids (Range allowed 85% to 100%)	Sludge Wasted	Hauled
MONTH	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)	Inches	PH Low	PH High	Avg % Reduction	Avg % Reduction	Gallons	Wet Tons
Jan-14	11,255	0.363	0.683	0.278	7.83	6.3	6.5	97.3	97.8	95,399	49.06
Feb-14	9,055	0.323	0.448	0.263	7.39	6.2	6.6	97.5	97.9	95,954	36.67
Mar-14	16,208	0.523	1.181	0.292	16.49	6.3	6.6	96.9	98.3	81,701	36.87
Apr-14	10,541	0.351	0.533	0.282	7.06	6.3	6.6	97.9	98.8	119,782	49.36
May-14	10,397	0.335	0.500	0.259	5.76	6.3	6.5	98.3	98.5	97,025	37.52
Jun-14	7,328	0.244	0.289	0.217	2.42	6.3	6.5	98.9	98.6	81,570	24.93
Jul-14	6,661	0.215	0.292	0.195	2.46	6.2	6.7	97.9	95.9	51,333	25.08
Aug-14	6,305	0.203	0.247	0.185	2.19	6.4	6.9	98.0	97.8	34,551	9.79
Sep-14	6,704	0.223	0.308	0.197	4.50	6.5	6.7	98.4	98.1	45,631	11.05
Oct-14	8,690	0.280	0.451	0.203	12.35	6.3	6.8	98.8	98.6	59,757	29.28
Nov-14	14,498	0.483	1.900	0.271	11.87	6.2	6.6	97.2	98.1	42,557	24.19
Dec-14	13,026	0.420	0.566	0.337	9.62	6.3	6.5	98.2	98.4	84,239	37.01
Jan-15	14,365	0.463	1.894	0.327	8.9	6.3	6.5	97.0	96.7	40,227	0.00
Feb-15	11,065	0.395	0.686	0.276	8.34	6.2	6.5	97.3	97.2	74,696	38.66
Mar-15	9,024	0.291	0.503	0.234	5.04	6.3	6.4	97.7	98.8	101,724	49.68
Apr-15	8,825	0.294	0.374	0.249	5.56	6.3	6.5	97.7	98.1	94,379	39.06
May-15											
Jun-15											
Jul-15											
Aug-15											
Sep-15											
Oct-15											
Nov-15											
Dec-15											

2015 GARBAGE REPORT

ATTACHMENT I

	2014 TONS	2014 COST	2015 TONS	2015 COST
January	154.42	$16,216.00	145.33	$15,261.00
February	121.97	$12,809.00	128.13	$13,455.00
March	147.69	$15,509.00	138.96	$14,593.00
April	126.11	$13,248.00	140.13	$14,715.00
May	161.18	$16,930.00		
June	151.83	$15,943.00		
July	142.83	$15,001.00		
August	143.13	$15,030.00		
September	155.61	$16,233.00		
October	162.67	$17,079.00		
November	131.56	$13,797.00		
December	157.68	$16,558.00		
TOTALS	**1,756.68**	**$ 184,353.00**	**552.55**	**$58,024.00**

REPUBLIC SERVICES

City of Sultan
Tonnage

Sector	Commodity	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Commercial	Recycle	3.57	2.85	2.68	3.21	-	-	-	-	-	-	-	-	12.31
Multifamily	Recycle	2.86	2.48	2.65	2.46	-	-	-	-	-	-	-	-	10.45
Residential	Recycle	46.38	33.91	40.74	34.90	-	-	-	-	-	-	-	-	155.93
	Total Recycle	**52.81**	**39.24**	**46.07**	**40.57**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**178.69**

City of Sultan
Customer Counts

Sector	Commodity	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Residential	Recycle	1,490	1,493	1,495	1,497	-	-	-	-	-	-	-	-	5,975
Commercial	Recycle	21	21	21	21	-	-	-	-	-	-	-	-	84
Multifamily	Recycle	4	4	4	4	-	-	-	-	-	-	-	-	16
Residential	Yardwaste	320	320	325	339	-	-	-	-	-	-	-	-	1,304
Commercial	Yardwaste	3	3	3	3	-	-	-	-	-	-	-	-	12
Multifamily	Yardwaste	1	2	2	2	-	-	-	-	-	-	-	-	7

CEMETERY REPORT
BURIALS

103 Cemetery Operating Fund

Description	2015 BUDGET	2015 ACTUAL
Revenue		
Beginning Balance	0	5,200
Cemetery Fees	25,000	10,012
Investment Interest	100	0
Total Resources	25,100	15,212
Expenditures		
Total Expenditures	23,440	9,949
Ending Fund Balance	**1,660**	**5,263**

Burials	YTD 2015
Ash	2
Full	1

These numbers are January 2015 through April 2015

SULTAN CITY COUNCIL

AGENDA ITEM

DATE:	May 28, 2015
SUBJECT:	Public Works Projects-Update
CONTACT PERSON:	Connie Dunn, Public Works Supervisor

ISSUE:

The Public Works projects list and status report.

PARKS:

The Osprey Interpretive/Education Trail Marker Project is progressing very nicely. There is a team of seven volunteers and 3 employees on this project. It has included weekly meetings and a walk in Osprey Park to identify educational opportunities to be highlighted in the trail head signs, the map that will be provided, and the 10 granite education signs.

PUBLIC WORKS STAFF:

Mowing and general everyday tasks are keeping all public works staff busy. Riley Edwards has been working on cleaning the flower beds around town, at the Police Station, and City Hall at least one bed a week, and as time allows.

Thank you,
Connie Dunn

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 1

DATE: May 28, 2015

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the May 14, 2015 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:
Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – May 14, 2015

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

CHANGES/ADDITIONS TO THE AGENDA:
Executive Session: Personnel

PRESENTATIONS:
Trail Dedication – Susie Hollenbeck
Susie Hollenbeck has been the steward of Sultan's Parks most of her life and tonight Mayor Carolyn Eslick and former Councilmember, Kristina Blair will present the sign to be placed in Osprey Park, naming the trail that travels along the Sultan River between Osprey and River Park "Susie's Trail".
Susie is a Sultan native and a graduate of Sultan High School. She was a member of the Young Adult Conservation Corp and worked with the Forest Service. She started a painting business in 1992. Susie had a dream to connect the trail system between Riverfront Park and Osprey Park. She has groomed the trails to keep them open and walkable for many years and worked with the property owners to help the city purchase the necessary land to complete the trails.
Susie has had some challenges the past few years with the economy and her health. It is a pleasure for the city to honor her by naming the trail after her in recognition of her many efforts for the betterment of the city. The City is making a landmark to commemorate her vision, spirit, spunk and to teach inspiration and "trial blazing" to all that see it. There will be two signs, one metal one and another carved in stone and edged in a wooden frame.
Susie Hollenbeck: She was at Riverfront Park cutting blackberries and encouraging the homeless to leave to make it safe for the kids. She starting working with Toni Redding and Brian Bloom on the trail to make it useable. The PUD and Tulalip tribes are going to remove the invasive species and there is a side channel installed. The City and community have all supported her efforts to complete the trail.
Mayor Eslick presented a certificate of appreciation to Susie.
Beeler: Susie does not care what other people think, she just gets things done and he appreciates her passions.
Naslund: Likes to speak her mind and put people in their place on Facebook. Also helps with graffiti removal in the city.
Davenport-Smith: Susie is an amazing and the kind of person that is an incredible role model for others. Thankful she is a member of the community; helps a lot of people
Walker: Has known her since 1969. Thanked her for her help with the graffiti removal crew.
Mayor Eslick: Russell Wiita commented on how clean the area under the bridge is.

COMMENTS FROM THE PUBLIC:
Steve Slawson: Since leaving the Council, he has taken a class on teaching driving apparatus and rope rigging; has become an EMT – passed national registry class. He will be a reserve for Sultan and Hat Island. John Pennington has requested he and Kristina become FEMA managers.

Lucy Hitchcock: The Planning Board looked at the existing trail map and they are out of date and hard to read. Would like council support on developing a new map for visitors. Attended County meeting on comp plan and it looks like they will eliminate the Trout Farm area and the transportation and trail element will need to be redone. Complimented Stacy MacGregor for her work with the developers of the boys and girls club on landscape plan. Book sale on May 30th.

CITY OF SULTAN COUNCIL MEETING – May 14, 2015

COUNCILMEMBER COMMENTS

McCarty: The cleanup crews are working each week and have some "criminals in the woods". There are still complaints about needles and drug use. They are looking into a city code to comply with city, state, and federal law on needle cleanup to be able to impose fines. The needles are dangerous and the officers need some enforcement ability.

Davenport-Smith: Has received comments regarding the park bathrooms not being well stocked or cleaned. Would like the city to make it priority to make the bathrooms available to the public.

Naslund: The teachers will have a walk out day on May 15 and there will be a makeup day required. Graduation is June 6th at 6 PM at the High School stadium.

Beeler: Need to look at zoning issue in city. There is an apartment complex going in near Eagle Ridge and the mixed use is not always the best for the community. Property owners have issues with home sales. The zoning dates back to the late 1990's and the mixed zoning may not be compatible. Traffic will increase and there are speeding problems. May need to look at speed bumps or restriping the street. Great to see progress on issues in the staff reports.

Mayor Eslick: The bathrooms are a priority. Romac was recognized as the manufacturing business of the year by the Seattle Business Journal. Block Watch on Sunday night at middle school; grant writing class will be held this month. Boys/Girl Club will open next week.

Ken Walker, City Administrator: A citizen wrote a grant for a spray park in Sultan after the last class. He attended the County Council hearing on the requested UGA change to remove the Trout Farm area from the city's UGA. There will be a second hearing on June 10th. The Community Task force is making a lot of progress and continues to focus on the homeless and the youth. Planning a youth job fair on June 19th and will be working with the business in the community. Library has a program going to help write resumes for young people. Working on the highway sign to advertise business.

Nicholas Sorgren: Spring marching band has a competition in Victoria this weekend. He was elected as the Senior Class president for next year.

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

1) Police Report – Great turnout for the Open House on May 14th.
2) Code/Animal Control
3) Finance

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 Naslund, seconded by Councilmember Neigel, the consent agenda was approved as presented. McCarty – aye, abstain on vouchers; Walker – aye, abstained on #3; Davenport-Smith – aye, Neigel – aye; Naslund – aye; Beeler - aye.

1) Approval of the April 23, 2015 Council Meeting Minutes
2) Approval of Vouchers in the amount of $145,952.09 and payroll through April 24, 2015 in the amount of $105,882.76 to be drawn and paid on the proper accounts.
3) Excused absence of Councilmember Walker for the May 28, 2015 Council meeting.
4) Approval of the City Administrator Contract Update
5) Removal of Chair Lift at Museum- Authorize the Mayor to sign a contract with Olympic Elevator Company for removal of the chair lift at the museum.
6) Adoption of Resolution 15-05 – Trail Dedication

CITY OF SULTAN COUNCIL MEETING – May 14, 2015

ACTION ITEMS:

LPD Contract Amendment 1 - Timber Ridge

The issue before the council is to authorize the Mayor to sign Contract Amendment No. 1 with LPD Engineering PLLC to provide a Native Plant Landscape Restoration plan within Open Space Tract 997 of Timber Ridge. The additional fee to complete these services is not to exceed $2,500 without prior written authorization by the City Council.

LPD Engineering PLLC was retained by the City to prepare engineering plans for the repair of the 141st Street SE cul-de-sac in Timber Ridge. LPD's original scope of work planned for inclusion of a planting plan; however the work is more detailed and involved than originally planned because the rock trench and buttress underlies finished grade.

The planting and growing medium requires the expertise of a Landscape Architect to select appropriate plants, topsoil, and maintenance criteria. Work is proposed to be performed by Brian Way, Landscape Architect with Pace Engineers as a sub consultant.

On a motion by Councilmember Neigel, seconded by Councilmember Naslund, the Mayor was authorized to sign Contract Amendment No. 1 with LPD Engineering PLLC to provide a Native Plant Landscape Restoration plan within Open Space Tract 997 of Timber Ridge for an amount not to exceed $2,500 without prior written authorization by the City Council. All ayes.

Robinson Noble Amendment 1 – Timber Ridge

The issue before the council is to authorize the Mayor to sign Contract Amendment No. 1 with Robinson Noble to provide geotechnical testing and observation services during the Timber Ridge 141st Street SE cul-de-sac reconstruction project. The additional fee to complete these services is not to exceed $7,179 without prior written authorization by the City Council.

Robinson Noble was retained by the City to provide geotechnical engineering expertise for the repair of the 141st Street SE cul-de-sac in Timber Ridge. Robinson Noble's original scope of work did not include testing or observation services because the extent of the repair was not known at the time. It is critical that the City have an inspector with expertise in geotechnical engineering for this project due to the nature of the soils and the history of instability in this area of the site.

On a motion by Councilmember Beeler, seconded by Councilmember Walker, the Mayor was authorized to sign Contract Amendment No. 1 with Robinson Noble to provide geotechnical testing and observation services during the Timber Ridge 141st Street SE cul-de-sac reconstruction project not to exceed $7,179 without prior council approval. All ayes.

RH2 Contract Amendment

The issue is to authorize the Mayor to sign Contract Addendum No. 5 with RH2 Engineering, Inc., (RH2) to extend the duration of the engineering services agreement from May 1, 2015 to May 1, 2016. The Council next authorized the Mayor to sign Addendum No. 4 on March 13, 2014 to increase the budget by $10,000 to continue to have some flexibility to achieve the city's on-call service for water and sewer system modeling needs in a timely manner, and to extend the duration of the service agreement to May 1, 2015. The services contract is now expired. Staff is proposing to extend the contract duration to May 1, 2016. The budget will not be impacted.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Neigel, the Mayor was authorized to sign Addendum No. 5 with RH2 to extend the duration of the engineering service agreement from May 1, 2015 to May 1, 2016. All ayes.

Ordinance 1216-15 Doughnut Hole Annexation

The issue before the Council is the adoption of Ordinance 1216-15 to annex the 3 acre area of land known as the "Doughnut Hole". The city limits for the City of Sultan does not include an area of land, approximately three acres in area, in the vicinity of River Park. This area of land,

commonly referred to as the "Doughnut Hole", includes portions of privately held vacant land, City-held park land, city-held vacant land, WSDOT-held park land, and both City and WSDOT controlled rights-of-way. In addition to not being in the City limits, until October 2014, the Doughnut Hole was also not in the City's Urban Growth Boundary (UGA).

In 2013, city staff made a request to Snohomish County to amend their Future Land Use Map to add the three acres to the Sultan Urban Growth Area. Throughout 2014, the UGA amendment proposal went through the County process and was approved for inclusion to the Sultan UGA in October of 2014. With a revised UGA boundary, the city is now in position to annex the area into the city limits.

The Sultan City Council adopted a resolution of intent to annex on December 18, 2014. A Notice of Hearing on this resolution, including publication of this resolution, was published on December 26, 2014 and January 2, 2015 in the Everett Herald newspaper. On January 8, 2015, a public hearing was held seeking public comment on the resolution. No public comment was received and no action was taken at the hearing.

On February 25, 2015, a Notice of Intent to Annex was sent to the Snohomish County Boundary Review Board (BRB). The notice of intent included a request to waive the BRB process under RCW 36.93.110. At the annual meeting of the BRB, the Board Chair waived the 45-day review period enabling the city to proceed with finalizing the annexation.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, Ordinance 1216-15 to pursue annexation of the Doughnut Hole was adopted. All ayes.

Executive Session: On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, the Council adjourned to executive session at 8:15 PM for twenty minutes to discuss personnel matters. All ayes. The council returned to regular session at 8:35 PM.

Adjournment: On a motion by Councilmember Walker, seconded by Councilmember Davenport-Smith, the meeting adjourned at 8:35 PM. All ayes.

_____
Carolyn Eslick, Mayor

_____
Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 2

DATE: May 28, 2015

SUBJECT: Voucher Approval - 2015

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the vouchers for approval in the amount of $86,860.46 and payroll through April 24, 2015 in the amount of $54,449.50 to be drawn and paid on the proper accounts.

FISCAL IMPACT: $141,309.96

RECOMMENDATION:
Approve the payment of vouchers as submitted.

City Of Sultan
Voucher Approval
May 28, 2015

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 #30520-21	$ 3,327.89
Direct Deposit #10	$ 29,057.57
Benefits Check #30522-24	$ 9,247.73
Tax Deposit #8 & 9	$ 12,816.31
Accounts Payable Checks #30525-565	$ 77,420.41
ACH Transactions - DOR	$ 9,440.05
TOTAL	$ 141,309.96

_____
Bob McCarty, Councilmember

_____
John Seehuus, Councilmember

_____
Rocky Walker, Councilmember

_____
Sarah Davenport-Smith, Councilmember

_____
Joe Neigel, Councilmember

_____
Marianne Naslund, Councilmember

_____
Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 5/21/2015 - 4:19 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30525	05/28/2015	agsupply	AG Supply Co	201.54	0
30526	05/28/2015	amtest	AM Test	145.00	0
30527	05/28/2015	Aramark	Aramark Uniform Services - AUS We:	264.80	0
30528	05/28/2015	glass	Associated Glass	418.89	0
30529	05/28/2015	APP	Associated Petroleum Products Inc	2,274.29	0
30530	05/28/2015	Comcast	Comcast	269.70	0
30531	05/28/2015	Corin	Correctional Industries	345.77	0
30532	05/28/2015	eagle	Eagle Fence and Iron, LLC	4,072.50	0
30533	05/28/2015	EvDC	Evergreen District Court	330.81	0
30534	05/28/2015	FergSea	Ferguson-SeattleWW #1539	272.59	0
30535	05/28/2015	Frontier	Frontier	235.01	0
30536	05/28/2015	mgeiger	Mandy Geiger	35.85	0
30537	05/28/2015	Glens	Glen's Rental Sales & Service	376.41	0
30538	05/28/2015	GBGeek	Gold Bar Geek	950.25	0
30539	05/28/2015	grainger	Grainger	49.59	0
30540	05/28/2015	Gray	Gray & Osborne Inc.	8,452.00	0
30541	05/28/2015	Groco	Groco, Inc	2,503.04	0
30542	05/28/2015	hbjaeger	H.B. Jaeger	500.38	0
30543	05/28/2015	hach	Hach Company	7,460.97	0
30544	05/28/2015	HoneyB	Honey Bucket	318.25	0
30545	05/28/2015	dhose	David Hose	300.00	0
30546	05/28/2015	Kenyon	Kenyon Disend PLLC	2,103.38	0
30547	05/28/2015	lowes	Lowes	230.99	0
30548	05/28/2015	North	North Sound Hose & Fittings	11.05	0
30549	05/28/2015	NorthSaf	Northern Safety	217.58	0
30550	05/28/2015	OASYS	Oasys Office Automation Systems	39.42	0
30551	05/28/2015	OfcDepot	Office Depot	768.59	0
30552	05/28/2015	OwenE	Owen Equipment	1,269.16	0
30553	05/28/2015	Pitney	Pitney Bowes	520.99	0
30554	05/28/2015	PUD 1	PUD	9,761.22	0
30555	05/28/2015	PSE	Puget Sound Energy	399.04	0
30556	05/28/2015	AllWaste	Republic Services	12,185.69	0
30557	05/28/2015	rh2	RH2 Engineering, Inc.	297.25	0
30558	05/28/2015	Robinson	Robinson Noble	962.25	0
30559	05/28/2015	SCpubwor	Snohomish County Finance	14,715.00	0
30560	05/28/2015	SnoPlan	Snohomish County Planning and Deve	2,079.25	0
30561	05/28/2015	SoundT	Sound Tractor Co	42.81	0
30562	05/28/2015	USBank	US Bank	74.00	0
30563	05/28/2015	BluBook	USA Blue Book	519.53	0
30564	05/28/2015	Weed	Weed, Graafstra & Benson, Inc, P.S.	43.75	0
30565	05/28/2015	WH	WH Pacific	1,401.82	0
			Check Total:	77,420.41	

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 05/12/2015 - 3:37PM
Batch: 3-5-2015
Include Partial: FALSE

Check Date	Check Number	Employee No	Employee Name	Amount
05/15/2015	0	001	Laura Koenig	2,006.53
05/15/2015	0	002	Tami Pevey	1,171.80
05/15/2015	0	004	Donna Murphy	1,120.90
05/15/2015	0	007	Julie Addington	1,642.28
05/15/2015	0	010	Cynthia Sparks	1,865.46
05/15/2015	0	011	Janice Mann	1,258.86
05/15/2015	0	013	Rosemary Murphy	1,203.23
05/15/2015	0	015	Kenneth Walker	2,344.24
05/15/2015	0	016	Stacy MacGregor	1,519.64
05/15/2015	0	019	Michael Matheson	2,795.42
05/15/2015	0	020	Connie Dunn	2,010.85
05/15/2015	0	025	John Harris	1,870.86
05/15/2015	0	028	Todd Strom	1,628.59
05/15/2015	0	049	Victoria Forte	1,154.02
05/15/2015	0	120	Matthew Wood	1,460.89
05/15/2015	0	121	Jason Strauss	1,410.80
05/15/2015	0	125	Riley Edwards	1,240.00
05/15/2015	0	126	Bobbie Lewis	1,353.20
	Total Employees:	18	Total:	29,057.57

Check	Date	Vendor No	Vendor Name	Amount	Voucher
30522	05/15/2015	Retire	Department of Retirement	1,937.50	0
30523	05/15/2015	Retire	Department of Retirement	6,486.23	0
30524	05/15/2015	UNION	Teamsters Local Union #763	824.00	0
			Check Total:	9,247.73	

Payroll

Computer Check Register

User: julie.addington
Printed: 05/12/2015 - 2:35PM
Batch: 00003-05-2015 Computer

Check No	Check Date	Employee Information		Amount
30520	05/15/2015	024	Michael Williams	1,959.51
30521	05/15/2015	029	James Barns	1,368.38
Total Number of Employees:	2		Total for Payroll Check Run:	3,327.89

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
30522	05/15/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.74
30522	05/15/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	21.49
30522	05/15/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	2.00
30522	05/15/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	6.39
30522	05/15/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	39.25
30522	05/15/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	36.24
30522	05/15/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	24.89
30522	05/15/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	20.00
30522	05/15/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	497.15
30522	05/15/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	102.21
30522	05/15/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	6.72
30522	05/15/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	13.88
30522	05/15/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	320.17
30522	05/15/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	519.86
30522	05/15/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	178.13
30522	05/15/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	99.38
30523	05/15/2015	GENERAL FUND	PERS Payable	Department of Retirement	139.03
30523	05/15/2015	GENERAL FUND	PERS Payable	Department of Retirement	75.48
30523	05/15/2015	GENERAL FUND	PERS Payable	Department of Retirement	431.10
30523	05/15/2015	STREET FUND	PERS Payable	Department of Retirement	147.69
30523	05/15/2015	CEMETERY FUND	PERS Payable	Department of Retirement	23.69
30523	05/15/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	23.67
30523	05/15/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	592.78
30523	05/15/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	500.74
30523	05/15/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	301.44
30523	05/15/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	162.66
30523	05/15/2015	GENERAL FUND	PERS Payable	Department of Retirement	807.06
30523	05/15/2015	STREET FUND	PERS Payable	Department of Retirement	276.41
30523	05/15/2015	CEMETERY FUND	PERS Payable	Department of Retirement	44.34
30523	05/15/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	44.35
30523	05/15/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,109.74
30523	05/15/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	937.29
30523	05/15/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	564.31
30523	05/15/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	304.45
30524	05/15/2015	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	102.30
30524	05/15/2015	STREET FUND	Union Dues Payable	Teamsters Local Union #763	21.05
30524	05/15/2015	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.46
30524	05/15/2015	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	1.16
30524	05/15/2015	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	113.56
30524	05/15/2015	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	90.56
30524	05/15/2015	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	56.19
30524	05/15/2015	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	23.72
30524	05/15/2015	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	101.97

30524	05/15/2015	STREET FUND	Union Dues Payable	Teamsters Local Union #763	20.86
30524	05/15/2015	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.37
30524	05/15/2015	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	1.11
30524	05/15/2015	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	113.37
30524	05/15/2015	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	90.41
30524	05/15/2015	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	55.26
30524	05/15/2015	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	23.65
30525	05/28/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	-27.21
30525	05/28/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	16.81
30525	05/28/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	65.08
30525	05/28/2015	GENERAL FUND	Office/Operating Supplies	AG Supply Co	7.17
30525	05/28/2015	STREET FUND	Office/Operating Supplies	AG Supply Co	10.84
30525	05/28/2015	UTILITY WATER FUND	Operating Supply	AG Supply Co	27.14
30525	05/28/2015	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	27.14
30525	05/28/2015	STREET FUND	Office/Operating Supplies	AG Supply Co	27.88
30525	05/28/2015	UTILITY WATER FUND	Small Tools/Minor Equipment	AG Supply Co	46.69
30526	05/28/2015	UTILITY WATER FUND	Water - Testing	AM Test	120.00
30526	05/28/2015	UTILITY WATER FUND	Water - Testing	AM Test	25.00
30527	05/28/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	12.74
30527	05/28/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	12.74
30527	05/28/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	12.73
30527	05/28/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	12.74
30527	05/28/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	12.74
30527	05/28/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	13.22
30527	05/28/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	13.21
30527	05/28/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	13.22
30527	05/28/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	13.21
30527	05/28/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	13.22
30527	05/28/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	14.03
30527	05/28/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	14.03
30527	05/28/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	14.02
30527	05/28/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	14.03
30527	05/28/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	14.03
30527	05/28/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	12.98
30527	05/28/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	12.98
30527	05/28/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	12.97
30527	05/28/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	12.98
30527	05/28/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	12.98
30528	05/28/2015	BUILDING MAINTENANCE FUND	Repair and Maintenance	Associated Glass	418.89
30529	05/28/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	630.70
30529	05/28/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	76.99
30529	05/28/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	290.04
30529	05/28/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	18.98
30529	05/28/2015	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	18.99
30529	05/28/2015	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	18.98
30529	05/28/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	26.78
30529	05/28/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	3.27

30529	05/28/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	12.32
30529	05/28/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.81
30529	05/28/2015	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.80
30529	05/28/2015	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.81
30529	05/28/2015	GENERAL FUND	Repair and Maintenance	Associated Petroleum Products Inc	27.76
30529	05/28/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	685.94
30529	05/28/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	83.74
30529	05/28/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	315.44
30529	05/28/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	20.65
30529	05/28/2015	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	20.64
30529	05/28/2015	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	20.65
30530	05/28/2015	STREET FUND	Communication	Comcast	53.94
30530	05/28/2015	UTILITY WATER FUND	Communication	Comcast	53.94
30530	05/28/2015	UTILITY SEWER FUND	Communication	Comcast	53.94
30530	05/28/2015	UTILITY GARBAGE FUND	Communication	Comcast	53.94
30530	05/28/2015	STORMWATER UTILITY FUND	Communication	Comcast	53.94
30531	05/28/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	43.22
30531	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	43.22
30531	05/28/2015	UTILITY SEWER FUND	Office Supplies	Correctional Industries	43.22
30531	05/28/2015	STREET FUND	Office Supplies	Correctional Industries	43.23
30531	05/28/2015	GENERAL FUND	Office/Operating Supplies	Correctional Industries	172.88
30532	05/28/2015	STREET FUND	Small Tools/Minor Equipment	Eagle Fence and Iron, LLC	203.63
30532	05/28/2015	UTILITY WATER FUND	Small Tools/Minor Equipment	Eagle Fence and Iron, LLC	1,221.75
30532	05/28/2015	UTILITY SEWER FUND	Small Tools/Minor Equipment	Eagle Fence and Iron, LLC	1,221.75
30532	05/28/2015	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Eagle Fence and Iron, LLC	1,221.75
30532	05/28/2015	STORMWATER UTILITY FUND	Small Tools/Minor Equipment	Eagle Fence and Iron, LLC	122.18
30532	05/28/2015	GENERAL FUND	Small Tools/Minor Equipment	Eagle Fence and Iron, LLC	81.44
30533	05/28/2015	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	330.81
30534	05/28/2015	WATER SYSTEM IMPROVEMENT FUND	Construction - Water	Ferguson-SeattleWW #1539	272.59
30535	05/28/2015	UTILITY SEWER FUND	Communication	Frontier	231.84
30535	05/28/2015	GENERAL FUND	Communication	Frontier	0.63
30535	05/28/2015	GENERAL FUND	Communication	Frontier	0.64
30535	05/28/2015	UTILITY WATER FUND	Communication	Frontier	0.63
30535	05/28/2015	UTILITY SEWER FUND	Communication	Frontier	0.64
30535	05/28/2015	UTILITY GARBAGE FUND	Communication	Frontier	0.63
30536	05/28/2015	GENERAL FUND	Volunteer Program	Mandy Geiger	35.85
30537	05/28/2015	UTILITY WATER FUND	Operating Supply	Glen's Rental Sales & Service	75.00
30537	05/28/2015	UTILITY SEWER FUND	Operating Supplies	Glen's Rental Sales & Service	75.00
30537	05/28/2015	STORMWATER UTILITY FUND	Operating Supplies	Glen's Rental Sales & Service	75.00
30537	05/28/2015	STREET FUND	Office/Operating Supplies	Glen's Rental Sales & Service	75.00
30537	05/28/2015	GENERAL FUND	Office/Operating Supplies	Glen's Rental Sales & Service	76.41
30538	05/28/2015	INFORMATION TECHNOLOGY FUND -	Professional Service	Gold Bar Geek	950.25
30539	05/28/2015	UTILITY GARBAGE FUND	Operating Supplies	Grainger	9.91
30539	05/28/2015	GENERAL FUND	Office/Operating Supplies	Grainger	39.68
30540	05/28/2015	STREET IMPROVEMENT FUND	Alder Avenue Project	Gray & Osborne Inc.	8,452.00
30541	05/28/2015	UTILITY SEWER FUND	Professional Service	Groco, Inc	2,503.04
30542	05/28/2015	WATER SYSTEM IMPROVEMENT FUND	Construction - Water	H.B. Jaeger	250.68

30542	05/28/2015	WATER SYSTEM IMPROVEMENT FUND	Construction - Water	H.B. Jaeger	249.70
30543	05/28/2015	UTILITY WATER FUND	Operating Supply	Hach Company	7,460.97
30544	05/28/2015	UTILITY SEWER FUND	Rentals	Honey Bucket	183.50
30544	05/28/2015	UTILITY SEWER FUND	Rentals	Honey Bucket	134.75
30545	05/28/2015	BUILDING MAINTENANCE FUND	Repair and Maintenance	David Hose	300.00
30546	05/28/2015	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	1,902.69
30546	05/28/2015	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	200.69
30547	05/28/2015	GENERAL FUND	Small Tools/Minor Equipment	Lowes	38.51
30547	05/28/2015	STREET FUND	Small Tools/Minor Equipment	Lowes	38.50
30547	05/28/2015	UTILITY WATER FUND	Small Tools/Minor Equipment	Lowes	38.49
30547	05/28/2015	UTILITY SEWER FUND	Small Tools/Minor Equipment	Lowes	38.49
30547	05/28/2015	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Lowes	38.49
30547	05/28/2015	STORMWATER UTILITY FUND	Small Tools/Minor Equipment	Lowes	38.51
30548	05/28/2015	UTILITY WATER FUND	Operating Supply	North Sound Hose & Fittings	11.05
30549	05/28/2015	UTILITY WATER FUND	Uniforms	Northern Safety	72.53
30549	05/28/2015	UTILITY GARBAGE FUND	Uniforms	Northern Safety	72.53
30549	05/28/2015	UTILITY SEWER FUND	Uniforms	Northern Safety	72.52
30550	05/28/2015	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	6.57
30550	05/28/2015	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	6.57
30550	05/28/2015	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	6.57
30550	05/28/2015	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	6.58
30550	05/28/2015	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	6.56
30550	05/28/2015	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	6.57
30551	05/28/2015	UTILITY WATER FUND	Office Supplies	Office Depot	1.52
30551	05/28/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	1.53
30551	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	1.52
30551	05/28/2015	STREET FUND	Office Supplies	Office Depot	1.52
30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	6.09
30551	05/28/2015	UTILITY WATER FUND	Office Supplies	Office Depot	9.24
30551	05/28/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	9.24
30551	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	9.24
30551	05/28/2015	STREET FUND	Office Supplies	Office Depot	9.24
30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	36.96
30551	05/28/2015	UTILITY WATER FUND	Office Supplies	Office Depot	1.85
30551	05/28/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	1.85
30551	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	1.85
30551	05/28/2015	STREET FUND	Office Supplies	Office Depot	1.85
30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	7.40
30551	05/28/2015	UTILITY WATER FUND	Office Supplies	Office Depot	8.96
30551	05/28/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	8.97
30551	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	8.96
30551	05/28/2015	STREET FUND	Office Supplies	Office Depot	8.97
30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	35.85
30551	05/28/2015	UTILITY WATER FUND	Office Supplies	Office Depot	2.47
30551	05/28/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	2.47
30551	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	2.47
30551	05/28/2015	STREET FUND	Office Supplies	Office Depot	2.47

30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	9.87
30551	05/28/2015	UTILITY WATER FUND	Office Supplies	Office Depot	1.64
30551	05/28/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	1.63
30551	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	1.64
30551	05/28/2015	STREET FUND	Office Supplies	Office Depot	1.64
30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	6.54
30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	5.20
30551	05/28/2015	GENERAL FUND	Operating Supplies	Office Depot	59.70
30551	05/28/2015	UTILITY WATER FUND	Office Supplies	Office Depot	62.28
30551	05/28/2015	UTILITY SEWER FUND	Office Supplies	Office Depot	62.28
30551	05/28/2015	UTILITY GARBAGE FUND	Office Supplies	Office Depot	62.28
30551	05/28/2015	STREET FUND	Office Supplies	Office Depot	62.28
30551	05/28/2015	GENERAL FUND	Office/Operating Supplies	Office Depot	249.12
30552	05/28/2015	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Owen Equipment	338.36
30552	05/28/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Owen Equipment	310.28
30552	05/28/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Owen Equipment	310.26
30552	05/28/2015	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Owen Equipment	310.26
30553	05/28/2015	GENERAL FUND	Communication	Pitney Bowes	182.35
30553	05/28/2015	GENERAL FUND	Communication	Pitney Bowes	78.15
30553	05/28/2015	STREET FUND	Communication	Pitney Bowes	65.12
30553	05/28/2015	UTILITY WATER FUND	Communication	Pitney Bowes	65.12
30553	05/28/2015	UTILITY SEWER FUND	Communication	Pitney Bowes	65.13
30553	05/28/2015	UTILITY GARBAGE FUND	Communication	Pitney Bowes	65.12
30554	05/28/2015	STREET FUND	Utilities	PUD	15.92
30554	05/28/2015	STREET FUND	Utilities	PUD	1,611.18
30554	05/28/2015	STREET FUND	Utilities	PUD	63.28
30554	05/28/2015	UTILITY SEWER FUND	Utilities	PUD	6,960.79
30554	05/28/2015	STREET FUND	Utilities	PUD	707.60
30554	05/28/2015	STREET FUND	Utilities	PUD	101.58
30554	05/28/2015	STREET FUND	Utilities	PUD	300.87
30555	05/28/2015	STREET FUND	Utilities	Puget Sound Energy	22.40
30555	05/28/2015	UTILITY WATER FUND	Utilities	Puget Sound Energy	22.40
30555	05/28/2015	UTILITY SEWER FUND	Utilities	Puget Sound Energy	22.39
30555	05/28/2015	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	22.40
30555	05/28/2015	GENERAL FUND	Utilities	Puget Sound Energy	86.26
30555	05/28/2015	GENERAL FUND	Utilities	Puget Sound Energy	85.39
30555	05/28/2015	STREET FUND	Utilities	Puget Sound Energy	17.08
30555	05/28/2015	UTILITY WATER FUND	Utilities	Puget Sound Energy	17.08
30555	05/28/2015	UTILITY SEWER FUND	Utilities	Puget Sound Energy	17.07
30555	05/28/2015	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	17.08
30555	05/28/2015	GENERAL FUND	Utilities	Puget Sound Energy	17.08
30555	05/28/2015	GENERAL FUND	Utilities	Puget Sound Energy	52.41
30556	05/28/2015	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Republic Services	12,185.69
30557	05/28/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	175.79
30557	05/28/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	60.73
30557	05/28/2015	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	60.73
30558	05/28/2015	TIMBER RIDGE SETTLEMENT FUND	Construction	Robinson Noble	962.25

30559	05/28/2015	UTILITY GARBAGE FUND	Intergovernmental - Disposal F	Snohomish County Finance	14,715.00
30560	05/28/2015	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Plan/Development Services	528.00
30560	05/28/2015	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Plan/Development Services	1,551.25
30561	05/28/2015	STREET FUND	Vehicle Operation/Maintenance	Sound Tractor Co	42.81
30562	05/28/2015	GENERAL FUND	Bank Fees	US Bank	74.00
30563	05/28/2015	UTILITY WATER FUND	Operating Supply	USA Blue Book	493.28
30563	05/28/2015	UTILITY WATER FUND	Operating Supply	USA Blue Book	26.25
30564	05/28/2015	LID GUARANTY AND BOND FUND	Professional Services	Weed, Graafstra & Benson, Inc, P.S.	43.75
30565	05/28/2015	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific	1,401.82

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: C- 3

DATE: May 28, 2015

SUBJECT: Planning Board Appointment

CONTACT PERSON: Ken Walker, City Administrator KW

ISSUE:
The Council issue is to consider the appointment made by the Mayor. As provided by Sultan Municipal Code 2.17.090, the Council is asked to confirm or deny the appointment to the Planning Board.

DISCUSSION:

1. Appointments to the Planning Board are made according to provisions of Sultan Municipal Code (SMC) 2.17.090 and 2.17.100. The process involves appointment by the Mayor and confirmation by the Council.
2. Terms are for two years, with reappointment available for up to two additional consecutive terms, (6 years total).

The Mayor has recommended to the City Council that Janet Peterson be reappointed to the Sultan Planning Board. This would be Janet Peterson's second two year term.

Janet Peterson's term would be counted as running from July 1, 2015 to June 30, 2017.

ALTERNATIVES:

1. The Council may refuse to confirm the appointment, thereby requesting the Mayor to make alternative appointments.
2. The Council may confirm the appointment as provided in SMC 2.17.090.

ACTION:
Move to confirm the Mayor's appointment of Janet Peterson to the Sultan Planning Board, as provided by SMC 2.17.090, for a two-year term beginning July 1, 2015 and expiring July 1, 2017.

Attachment A – Letter of Intent

May 19, 2015

From Janet Peterson
PO Box 895
Sultan, WA, 98294

To: Mayor Carolyn Eslick

Letter Of Intent

Dear Mayor Eslick:

This is to let you know that I would like to apply for a second term as a member of the Sultan Planning Board. The upcoming year should hold some interesting work for the Board. I will do my best to contribute my talents to further the success of these endeavors.

Sincerely,

Janet E. Peterson

360-793-5421
Pielady222@gmail.com

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: C-4

DATE: May 28, 2015

SUBJECT: Planning Board Appointment

CONTACT PERSON: Ken Walker, City Administrator KW

ISSUE:
The Council issue is to consider the appointment made by the Mayor. As provided by Sultan Municipal Code 2.17.090, the Council is asked to confirm or deny the appointment to the Planning Board.

DISCUSSION:

1. Appointments to the Planning Board are made according to provisions of Sultan Municipal Code (SMC) 2.17.090 and 2.17.100. The process involves appointment by the Mayor and confirmation by the Council.
2. Terms are for two years, with reappointment available for up to two additional consecutive terms, (6 years total).

The Mayor has recommended to the City Council that Gloria Reedy be reappointed to the Sultan Planning Board. This would be Gloria Reedy's second two year term.

Gloria Reedy's term would be counted as running from July 1, 2015 to June 30, 2017.

ALTERNATIVES:

1. The Council may refuse to confirm the appointment, thereby requesting the Mayor to make alternative appointments.
2. The Council may confirm the appointment as provided in SMC 2.17.090.

ACTION:
Move to confirm the Mayor's appointment of Gloria Reedy to the Sultan Planning Board, as provided by SMC 2.17.090, for a two-year term beginning July 1, 2015 and expiring July 1, 2017.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-1

DATE: May 28, 2015

SUBJECT: Date Avenue Improvement Project Bid Award & Contract Approval

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

ISSUE:

The issue before the Council is to award Bid Schedules A and B (base bid) plus a five percent contingency for the Date Avenue Improvement project to SRV Construction Inc.; and to authorize the Mayor to sign a contract with SRV Construction Inc., not to exceed $384,000 without prior written authorization from City Council.

ALTERNATIVES:

1. Award the base bid plus a five percent contingency for the Date Avenue Improvement project to SRV Construction Inc.; and authorize the Mayor sign a contract with SRV Construction Inc. for an amount not to exceed $384,000.
2. Do not award the base bid to SRV Construction, Inc. for the Date Avenue Improvement Project and direct staff to areas of concern.

STAFF RECOMMENDATION:

1. Award the base bid plus a five percent contingency for the Date Avenue Improvement project to SRV Construction, Inc and authorize the Mayor to sign a contract with SRV Construction, Inc. for an amount not to exceed $384,000.

SUMMARY:

The City of Sultan has received Transportation Improvement Board grant funding for the design and reconstruction of transportation and drainage related improvements for Date Avenue. The improvements extend from 4th Street to a point approximately 150 feet east of 5th Place corresponding to the Sultan Elementary School frontage. The City is required to provide a minimum of ten percent matching funds. The design element of the project is now complete.

The sewer and water systems beneath Date Avenue are reaching the end of their useful life. A decision was made to replace the sewer and water systems at the same time the road was improved. The City Council approved the 2015 budget which set aside sewer and water capital funds for 2015 to pay for design and construction of water and sewer improvements for this project. The design element of the project is now complete.

The City advertised the project for bid in the Everett Herald on May 5, 2015. The public bid opening was held at Sultan City Hall on May 19, 2015. The City received **three** bids.

Contractor	**Schedule A (Road & Storm)**	**Schedule B (Water & Sewer)**	**Total Bid (Including Tax)**
SRV Construction	$220,164.00	$145,526.17	$365,690.17
Larry Brown Construction	$226,229.75	$188,798.93	$415,028.68
B&L Utility Inc.	$215,720.00	$247,124.73	$462,844.73

The lowest responsive, responsible bidder is SRV Construction.

FISCAL IMPACT:

The City has adequate funding in place to proceed with the project. The City is required to provide a minimum ten percent match for the Road and Storm (Schedule A) improvements and specifically budgeted REET2 funds in 2015 for this purpose. An additional $26,000 in REET2 funds are available this year (if necessary) due to the 5th Street project not being awarded anticipated grant funding.

Schedule	**SRV Bid**	**Estimated TIB Funding for Construction**	**Committed City Funds for Construction**	**Total Funding Available**	**Estimated Shortfall or Buffer**
A-Road & Storm	$220,164.00	$195,800	$21,000	$216,800	$3,364 (shortfall)
B-Sewer & Water	$145,526.17	NA	$155,000	$155,000	$9,474 (buffer)

The sewer and water improvements for Date Avenue are projected to be constructed for less than what was budgeted.

RECOMMENDED ACTION:

Award the base bid plus a five percent contingency for the Date Avenue Improvement Project to SRV Construction, Inc. and authorize the Mayor sign a contract with SRV Construction, Inc. for an amount not to exceed $384,000 without prior written authorization from the City Council.

ATTACHMENTS

A1 - Date Avenue Improvement Contract

CITY OF SULTAN
STANDARD PUBLIC WORKS CONTRACT

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and **SRV CONSTRUCTION, INC.**, (hereinafter referred to as "Contractor"), doing business at **PO BOX 481, OAK HARBOR, WASHINGTON 98277**.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for the Date Avenue Improvement project, and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work**. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:

   - Plans and Contract Drawings
   - Scope of Work
   - General Provisions
   - Special Provisions
   - Bid Documents
   - Bid Proposals
   - Addenda (if any)
   - Performance and Bid Bond
   - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.

2. **Payment**. Payment for the above work shall not exceed three hundred sixty-five thousand, six hundred ninety dollars and seventeen cents ($365,690.17), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **General Administration**. The Contract Administrator, the Public Works Director, of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

4. **Final Payment**. Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.

5. **Notice to Proceed / Completion Time**. The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its substantial completion within 45 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract. The city and the contractor recognize that time is of the essence and that the owner will suffer financial loss if the work is not completed within the time, plus any extensions thereof, allowed in accordance with the contract. They also recognize the inconvenience, expense, and difficulties involved in the legal proceeding to prove the actual loss suffered by the city if the work is not completed within the time allowed in the contract. Accordingly, the city and the contractor agree that liquidated damages for delay, and not as a penalty, the contractor shall pay the owner $1,000 per day for each working day beyond the substantial completion date that the contractor achieves substantial completion of the work and $500 for each working day beyond the physical completion date that the contractor achieves physical completion of the work.

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

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

   Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Bonds / Surety**. The Contractor shall provide a performance bond in an amount of their bid amount plus 10%. The bond must be accepted by the City prior to the execution of the contract. The bond shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

   RCW 60.28.011 requires the City to withhold 5% from the moneys earned by the contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.

9. **Subletting or Assigning of Contracts**. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.

10. **Independent Contractor**. The Contractor is and shall be at all times during the terms of this Agreement an independent contractor and not an employee of the City. No agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his or her employees, agents, representatives or subcontractors. The Contractor will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

11. **Warranty**. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

12. **Correction of Defects**. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in

workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall by paid by the Contractor.

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

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

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

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

        1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

        2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City, and Gray & Osborne, Inc. shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01

and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate, a $2,000,000 products-completed operations aggregate limit, and a $1,000,000 personal & advertising injury, each offense.

3. *Stop gap/employers' liability* insurance shall be written for $1,000,000 each accident; $1,000,000 disease-policy limit; and $1,000,000 disease-each employee.

4. *Excess or umbrella liability* insurance shall provide coverage at limits of $2,000,000 per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the commercial general and auto insurance policy coverage and employers liability.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

16. **Compliance with Laws**. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

17. **Job Safety**. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

18. **Employment**. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.

19. **Nondiscrimination**. Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.

20. **Prevailing Wage**. This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

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

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

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

22. **Extent of Contract / Modification**. This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order signed by both parties.

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

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

25. **Resolution of Disputes, Governing Law, Venue**. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall

be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.

26. **Severability**. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Dated this day of , 20 .

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

CITY OF SULTAN

By: _____
Mayor

SRV CONSTRUCTION, INC.

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

_____
City of Sultan
PO BOX 1199
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

SRV CONSTRUCTION CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

INSERT THE CONTRACTOR'S BID PROPOSAL SUBMITTED AT THE TIME OF BID.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-2

DATE: May 28, 2015

SUBJECT: Gray & Osborne Date Avenue Contract Amendment

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

ISSUE:
Authorize the Mayor to sign Contract Addendum No. 1 (Attachment A) with Gray & Osborne Inc., to:

- Add construction management and inspection services for the Date Avenue Improvement Project for an amount not to exceed $53,000 without prior written authorization from Council..
- Extend the duration of the professional services agreement from August 1, 2015 to August 1, 2016.

ALTERNATIVES:

1. Authorize the Mayor to sign Addendum No. 1 with Gray & Osborne to add construction management and inspection services for the Date Avenue Improvement Project, and to extend the duration of the service agreement from August 1, 2015 to August 1, 2016.
2. Do not authorize the mayor to sign Addendum No. 1 with Gray & Osborne. Direct staff to areas of concern.

   A decision not to authorize the mayor to sign Addendum No. 1 will have an immediate effect on the City's ability to construct the Date Avenue Improvement project while school is out of session for the summer.

STAFF RECOMMENDATION:
Authorize the Mayor to sign Addendum No. 1 with Gray & Osborne to add construction management and inspection services for the Date Avenue Improvement Project for an amount not to exceed $53,000, and to extend the duration of the on-call engineering service agreement from August 1, 2015 to August 1, 2016.

SUMMARY:
Gray & Osborne was selected to be the most qualified consultant to provide engineering design services for the Date Avenue Improvement project in February 2015. The Council authorized the Mayor to sign a contract with Gray & Osborne for design services at the February 26, 2015 council meeting.

The selection criteria for consultants for Date Avenue included the ability to manage construction. Because the selection criteria included construction management, it is not necessary to re-advertise and go through another consultant selection process for the construction management and inspection element of the project. A contract addendum is appropriate.

FISCAL IMPACT:
The construction management and inspection element of the project is covered by Transportation Improvement Board grant funds (with a minimum ten percent City match) for the road and drainage elements. The City budgeted REET2 funds for construction inspection for the Date Avenue project in 2015.

The sewer and water construction management and inspection element of the project is covered by Sewer and Water Capital funds. These funds were budgeted for the Date Avenue project in 2015.

RECOMMENDED ACTION:

1. Authorize the Mayor to sign Addendum No. 1 with Gray & Osborne to add construction management and inspection services for the Date Avenue Improvement Project for an amount not to exceed $53,000 without prior written authorization from Council; and to extend the duration of the service agreement from August 1, 2015 to August 1, 2016.

ATTACHMENTS:

A – Addendum No. 1
B – Gray & Osborne Consultant Agreement

ADDENDUM NO. 1
BY AND BETWEEN
THE CITY OF SULTAN AND GRAY & OSBORNE, INC.

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

WHEREAS, on February 26, 2015, the Parties entered into that certain Agreement for Professional Services for Date Avenue Improvements ("Agreement").

WHEREAS, the City now desires to contract with Gray & Osborne to provide construction management and inspection services for the Date Avenue project as outlined in Exhibit "B" - Scope of Work; and

WHEREAS, the contract maximum needs to be raised by an additional $53,000 as shown in Exhibit E-1 to not exceed $103,500 to allow for construction management and inspection services; and

WHEREAS, the contract duration needs to be extended through the end of construction and project closeout; and **NOW THEREFORE,**

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

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

The City shall pay Service Provider at the hourly rate set forth in Exhibit A, but not more than a total of one hundred three thousand five hundred dollars ($103,500) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

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

Section 3. Amendment of Section 5 of the Agreement. Section 5 is hereby revised in its entirety as follows:

Duration of Work. Service Provider shall complete the work described in Exhibit A on or before August 1, 2015. Service Provider shall complete the work described in Exhibit B on or before August 1, 2016.

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

CITY OF SULTAN:

By: _____
Carolyn Eslick, Mayor

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "B"

SCOPE OF WORK

The Consultant shall perform those tasks as listed herein to assist the City during the construction phase of the project, to include construction survey, field observations, and office support, coordination efforts with the funding agency and Contractor, and project closeout services.

CONSTRUCTION MANAGEMENT SERVICES

It is the intent of this scope to provide sufficient services for the duration of the contract (45 working days).

Task No.	Task
1.	Project Management – Provide overall project management to include resource allocation management, client contact, risk management assessment, monitoring of Contractor's compliance with schedule, and assist City and TIB coordination during the construction phase of this project.
2.	Preconstruction Services
	a. Assist Agency in contract execution (Contractor and City).
	b. Organize and lead the preconstruction conference (prepare agenda, conduct meeting, and prepare meeting minutes), and issuing a formal Notice to Proceed.
	c. Review Contractor's schedule, and provide comments to Contractor and Agency as applicable.
3.	Contract Administration
	a. Provide construction survey staking in compliance with the contract documents sufficient in nature to assist the Contractor in the construction of this project. All such work to be performed under the supervision of a Washington State licensed professional land surveyor (PLS).
	b. Assist City in negotiation of change orders as may be applicable.
	c. Track, review and evaluate Request for Information from Contractor. Manage responses to RFIs.

d. Provide miscellaneous office support to include review of submittals, statement of intent to pay prevailing wages, and other miscellaneous items to support Contractor inquiries, field activities, contract requirements, and City requests. Our estimated cost assumes the Project Manager will make up to four separate construction site visits during the course of the project.

e. Prepare monthly progress estimates and review with Contractor and City.

f. Conduct project closeout paperwork to include punchlist walk through; Notice to Completion of Public Works Contract and final closeout.

4. Field Observation

a. Provide on-site observation services to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site.

b. Provide field documentation to include: Inspector's Daily Report, Weekly Quantity Reports, and Weekly Working Day Reports. Confirm quantities for payment with Contractor in the field.

c. Establish communication with adjacent property owners and utility companies. Respond to questions from various stakeholders during the course of the project, particularly those visiting the construction site.

d. At substantial completion, coordinate with the Agency and prepare a punchlist of items to be completed or corrected.

5. Project Closeout Services

a. Assist the City in preparing project closeout paperwork in compliance with state law and TIB requirements.

b. Prepare record drawings based on Contractor's submittal of his drawings (including markups) and the inspector's markups. One original copy of the final record drawings will be provided to the City.

Note: Our scope of work and fees does not anticipate nor include overtime (more than 40 hours per week) or a contract duration in excess of 45 work days to substantial completion, and 55 work days to physical completion.

EXHIBIT E-1

CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(COST PLUS FIXED FEE)

Project: Date Avenue Improvement Project: Schedule A: Street and Sidewalk Improvements

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	4	$35 to $57	$228
Project Manager	20	$35 to $56	$840
Civil Engineer	48	$24 to $36	$1,344
AutoCAD/GIS Technician/Engineering Intern	4	$15 to $28	$112
Professional Land Surveyor (PLS)	3	$34 to $39	$108
Survey Crew (2 Person)	24	$45 to $66	$1,440
Resident Engineer/Inspector	216	$28 to $48	$6,264

Total DSC:	$	10,336
Overhead (OH Cost - including Salary Additives) OH Rate x DSC or 180% x $10,336	$	18,605
Total DSC and Overhead	$	28,941
Fixed Fee (FF) FF Rate x DSC or 42% x $10,336	$	4,342
Reimbursables Misc. Expenses, includeing mileage (@ $0.57/mile), Reproduction, etc.	$	717
Subtotal Estimated Cost, Schedule A:	**$**	**34,000**

EXHIBIT E-1

CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(COST PLUS FIXED FEE)

Project: Date Avenue Improvement Project: Schedule B: Water and Sewer Improvements

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	1	$35 to $57	$57
Project Manager	10	$35 to $56	$420
Civil Engineer	16	$24 to $36	$448
AutoCAD/GIS Technician/Engineering Intern	4	$15 to $28	$112
Professional Land Surveyor (PLS)	2	$34 to $39	$72
Survey Crew (2 Person)	8	$45 to $66	$480
Resident Engineer/Inspector	144	$28 to $46	$4,176

Total DSC:	$	5,765
Overhead (OH Cost - including Salary Additives)		
OH Rate x DSC or 180% x $6,090	$	10,377
Total DSC and Overhead	$	16,142
Fixed Fee (FF)		
FF Rate x DSC or 42% x $6,090	$	2,422
Misc. Expenses, includeing mileage (@ $0.57/mile), Reproduction, etc.	$	436
Subtotal Estimated Cost, Schedule B:	**$**	**19,000**
TOTAL ESTIMATED COST, SCHEDULES A AND B:	**$**	**53,000**

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND GRAY & OSBORNE, INC.

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Gray & Osborne, Inc. (hereinafter referred to as "Service Provider"), doing business at 701 Dexter Avenue North, Suite 200, Seattle, WA 98109.

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

WHEREAS, the City desires to contract with Service Provider for the provision of such services for the preparation of bid documents for the Date Avenue Improvement Project, and Service Provider agrees to contract with the City for same;

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

TERMS

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

2. **Payment.**

   A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, but not more than a total of fifty thousand five hundred dollars ($50,500) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

   B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

   C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. No agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** Date Avenue Improvement Project

5. **Duration of Work.** Service Provider shall complete the work described in Exhibit A on or before August 1, 2015.

6. **Termination.**

   A. *Termination Upon the City's Option*. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

   B. *Termination for Cause*. If Service Provider refuses or fails to complete the tasks described in Exhibit A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

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

7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

      1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

      2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
4. *Professional Liability* insurance appropriate to the Contractor's profession.

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

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

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

3. *Professional Liability* insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his or her duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. **Ownership of Products and Premises Security.**

    A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.

    B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

    C. All reports, designs, drawings and specifications prepared by the Service Provider, as provided under this Contract shall be and do become property of the City upon payment to the Service Provider his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Service Provider by the City on extensions of this project or on any other project without the written permission of the Service Provider shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Service Provider from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Service Provider's instruments of service by the City or by others acting through the City.

Attachment B

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

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

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

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

18. **Resolution of Disputes, Governing Law, Venue**. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.

19. **Severability**. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Attachment B

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

Dated this day of , 20

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

GRAY & OSBORNE, INC.

By: Thomas M. Zerkel
Title: President
Taxpayer ID #: 91-0890718

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Thomas M. Zerkel, P.E.
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, WA 98109
Phone: (206) 284-0860
Fax: (206) 283-3206

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Attachment B

EXHIBIT A

SCOPE OF SERVICES

CITY OF SULTAN
DATE AVENUE IMPROVEMENT PROJECT

INTRODUCTION

The City of Sultan, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to reconstruct a portion of Date Avenue, more specifically a 600-foot section of roadway from 4th Street to 150 feet east of 5th Place. This portion of the project is here referenced to as Schedule A: Street and Sidewalk Improvements. This portion of the project is eligible for TIB financial support (grant) per the terms and conditions of the City's interlocal agreement. Additionally, the City desires to make certain utility improvements to the City-owned water and sanitary sewer systems. This portion of the project is herein referred to as Schedule B: Water and Sewer Improvements. Schedule B is not eligible for reimbursement from the TIB and is to be paid for in its entirety by the City. All costs associated with this schedule of work will be tracked and invoiced accordingly. The project is described in more detail below.

Schedule A: Street and Sidewalk Improvements

- The alignment, profile, and cross section of the new improvements will generally match the existing conditions and include two travel lanes and two parking lanes.
- Develop and provide recommendations for pavement rehabilitation options. Cement treated base (CTB) will be considered.
- Reconstruction of curb ramps, curb and gutter (isolated locations), and sidewalks (isolated locations) as necessary to meet current ADA requirements.
- Minor storm drainage modifications (as determined during the design) and minor utility adjustments (raising castings to grade) will provided.
- Unless otherwise directed and approved by the City and TIB, the project will be designed in conformance with the TIB grant application as funded.

Attachment B

Schedule B: Water and Sewer Improvements

- Replacement of an existing asbestos-cement water main with a new 8-inch ductile iron water main. This also includes the replacement of fire hydrants and water services within the project limits.

- Investigate the condition of the existing sanitary sewer. Develop and provide recommendations (memo format) for rehabilitating the sanitary sewer main (lining or replacement). This also includes the replacement of side sewers within the right-of-way and new manholes, as required.

The engineering and related services contemplated for this project will generally include topographic survey and mapping, a geotechnical investigation, television inspection of the existing sanitary sewer main, identifying right-of-way and potential right-of-way needs, developing conceptual drawings, conducting a public involvement process, coordinating with funding and regulatory agencies, and developing detailed project cost estimates. It is the intent of this contract to merge the TIB-funded road project and City-funded utility project into one set of bid/construction documents with separate schedules of work (for accounting purposes).

SCOPE OF WORK

Our scope of work is more fully detailed below.

Task 1 – Project Management

Objective: Provide overall project management of Gray & Osborne resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

Consultant Responsibilities

1. Contract execution, internal accounting, and auditing.

2. Internal resource management and prioritization of resources.

3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.

4. Subconsultant coordination and their contract administration.

5. Preparation of monthly progress reports (to be submitted with monthly invoices).

6. Manage and oversee the schedule of deliverables.

Assumptions

1. Gray & Osborne will provide standard Gray & Osborne-formatted invoices identifying personnel, hours, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.

2. Gray & Osborne will transmit a monthly progress letter with each monthly invoice.

3. QA/QC meetings will occur at 60 percent and 90 percent levels (see Task 11).

City Responsibilities

1. Review and process monthly invoices in a timely fashion.

2. Participate in QA/QC process, as desired.

Deliverables

1. Monthly reports identifying major work items completed during the invoice period and identification of any impacts to the schedule of deliverables, scope, and/or budget.

2. Monthly invoices.

3. Original and/or courtesy copies of electronic mail, letters, photographs, etc., applicable to the development of the project.

Task 2 – Survey and Mapping

Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support the design and mapping of project corridor. Work shall also identify existing right-of-way lines of Date Avenue (within project limits) and all intersecting public rights-of-way (streets and alleys). It will also include property lines. Property lines will be shown at their approximate locations based on existing information (assessor maps). Mapping products shall further identify property addresses of adjoining properties as well as the ostensible owner's name (County Assessor-provided information).

Attachment B

Consultant Responsibilities

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City). This work includes researching and identifying property owners (of record at County Assessor's office) and addresses of properties.

2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=5' vertical. Datum will be per City of Sultan standards/requirements (vertical datum shall be NAVD 88). Coordinate survey work with City of Sultan Public Works Department. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within the project area.

3. Perform topographical survey of project corridor, including all street intersection "legs" and adjacent driveways (up to 50 feet). Acquire topographical data (including paint marks furnished by Applied Professional Services, Inc. (APS) – see Task 6) within the right-of-way and approximately 10 feet beyond the right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Topographical data shall include establishing surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, hydrants, valves, fences, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.

4. Map survey data and show pertinent topographical features and existing right-of-way of Date Avenue (within project limits).

Assumptions

1. The City may elect to notify abutting property owners within the project corridor and alert them of our survey work. The City will be provided an opportunity to notify property owners and the Consultant shall give the City a 5-day minimum notice prior to commencing survey on site.

2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired or mapped. Gray & Osborne assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access. The City may, at its

discretion, provide notification to abutting property owners regarding site survey access.

3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.

4. City-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.

5. It is the intent of the survey and mapping efforts to record and map all pertinent physical features and topography in order to facilitate the design of the project as currently contemplated.

6. No right-of-way acquisition, to include title reports, right-of-entry agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations, or conveyance documents are included in this scope of work.

City Responsibilities

1. The City will support survey efforts regarding notification to and inquiries from private property owners.

2. The City Public Works Department will provide to the Consultant any pertinent survey control information they may have in their possession.

3. The City will specify the survey datum to be used for the project.

Deliverables

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.

2. Hard copy and electronic file of survey mapping products.

Task 3 – Geotechnical

Objective: Provide the services of a qualified geotechnical engineer to provide limited geotechnical services to aid in the development of design products.

Subconsultant (PanGEO, Inc.) Responsibilities

1. *Site Reconnaissance* – PanGEO will conduct a reconnaissance along the project alignment to observe surface conditions that could impact the

proposed improvements. During the reconnaissance, PanGEO will mark test pit locations for utility locates (see Item 2, below). PanGEO will coordinate the test pit locations with the City and Gray & Osborne. After completion of the site reconnaissance, PanGEO will prepare an exploration plan for review prior to the test pit excavation.

2. *Subsurface Explorations* – PanGEO will evaluate three to four test pits for this project. The actual number of test pits and test pit locations will be determined jointly with Gray & Osborne and the City at a later date. The test pits will be excavated to a maximum depth of about 10 feet. The test pits will be excavated and the disturbed areas will be restored by the City. Traffic control, as needed, will also be provided by the City.

3. *Laboratory Tests* – Laboratory tests will be conducted on representative soil samples. Specifically, natural moisture contents and grain size distribution will be conducted. The grain size test results will be used for proper soil classification, and to estimate the design infiltration rates of site soils using the methodology outlined in the current Ecology stormwater design manual. No in-situ infiltration tests are included in this scope of work.

4. *Meeting* – PanGEO will attend one meeting at the Gray & Osborne office to discuss their findings.

5. *Report* – A draft report will be prepared and submitted to the project team for review. The draft report will be revised and finalized once PanGEO receives review comments from the project team. In general, the report will include:

   - Site map with approximate test pit locations;
   - Description of surface and subsurface (soil and groundwater) conditions, including summary test pit logs;
   - Pavement design recommendations, including new pavement sections with crushed rock base, cement treated base, and if feasible, overlay of existing pavement;
   - PanGEO's opinion regarding feasibility to infiltration along the alignment, and if feasible, provide long-term design infiltration rate determined based on grain size distribution of the site soils;
   - PanGEO's opinion regarding the feasibility of using the site soils as trench backfill; and
   - Earthwork recommendations including the suitability of the site soils as structural fill, subgrade preparation, temporary excavation, control of groundwater (if needed), and general earthwork discussions.

6. *Post-Report Consultation* – PanGEO will provide post-report consultation at the 90 percent QA/QC meeting.

Assumptions

1. The City will research and provide pertinent existing geotechnical information not previously prepared by PanGEO. PanGEO shall be able to rely on this information for their preliminary review and analysis.

2. The Consultant and City will review the geotechnical engineer's letter report and consider/evaluate comments provided by the geotechnical engineer in QA/QC reviews/team meetings. PanGEO shall attend and participate at the 90 percent QA/QC meeting.

3. The City will provide a backhoe (and/or vac-truck) and operator, traffic control, and other items as may be deemed necessary by the City to excavate, backfill, and temporarily repair test pits for the geotechnical investigation.

City Responsibilities

1. The City will provide the backhoe (and/or vac-truck), equipment operator, and traffic control for the test pit excavation.

2. The City will provide pertinent existing geotechnical information as may be known to exist.

3. The City will provide timely review and comment on the geotechnical engineer's written letter report as may be applicable.

4. The City may, at their option, attend and participate in the 90 percent QA/QC meeting at which the geotechnical engineer participates.

Deliverables

1. Geotechnical Report.

Task 4 – Project Funding Agency Coordination

Objective: Assist the City with coordinating the project with TIB staff so as to adhere to TIB and agency requirements.

Consultant Responsibilities

1. Prepare bid authorization and updated cost estimate (at various project milestones) for signature by the City.

Task 5 – Environmental Permitting

Objective: Prepare a draft and a final SEPA checklist to allow construction of the project.

Consultant Responsibilities

1. Prepare and submit a draft SEPA checklist and revise the document as necessary before preparing final documents for City processing.

Assumptions

1. The City will pay all publishing and permit fees.

2. The City receives a letter from the TIB indicating that no cultural investigation of the site will be required.

3. The project disturbance is less than 1 acre. An Ecology Construction General Stormwater Permit will not be required.

City Responsibilities

1. The City will provide a threshold determination and publish the determination as may be required.

Deliverables

1. One hard copy and one electronic copy of the SEPA checklist.

Task 6 – Utility Data Acquisition

Objective: Acquire record drawings and map information from utility companies known to provide service in the project corridor. Retain utility locate firm (APS) to field locate utilities.

Consultant Responsibilities

1. Provide written requests for all utility companies known to provide utility service in the project area.

Attachment B

2. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

Subconsultant (Applied Professional Services, Inc.) Responsibilities

1. APS will locate and field mark using paint stakes or flags all conductible and non-conductible utilities within the project boundaries. These include, but may not be limited to sanitary sewer, storm drains, natural gas mains and services, primary and secondary electric cables, cable television, water systems (excluding PVC, AC, and wood), and telecommunications systems. APS will also provide contracted services to clean and flush approximately 600 linear feet of sanitary sewer within the project boundaries. APS will provide the video inspections on DVDs of the sanitary sewer system after cleaning is complete. APS will provide GPR (ground-penetrating radar) services to locate and surface mark the existing asbestos-cement water main, approximately 600 linear feet.

2. Following all field activities, conduct a review by walking the City or Gray & Osborne staff through the work area to ensure that utility markings are picked up and to answer any questions. APS will coordinate with Gray & Osborne for scheduling.

Assumptions

1. Utility companies will provide requested information in a timely manner.

Deliverables

1. Upon City request, Gray & Osborne will provide a copy of any utility infrastructure record drawings or as-built drawings received from utility companies.

Task 7 – Preliminary Design

Objective: Use information generated in Tasks 1 through 6 to develop a preliminary design for the proposed improvements for the City's evaluation, review, and comment.

Consultant Responsibilities

1. Develop a strip map of the project corridor to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include pavement, concrete curb and gutter, curb ramp, and sidewalk replacements along the corridor.

2. Design storm drainage facilities for the collection of stormwater. We assume that there is adequate downstream capacity in the existing system.

3. Low Impact Development (LID) facilities, consisting of pervious sidewalk material, will be implemented if feasible.

4. Develop a detailed cost estimate of the preliminary design for City review and comment. Break the work into separate schedules for water improvements, sewer improvements, and roadway improvements (TIB-eligible work).

5. Perform QA/QC review at the 60 percent level (see Task 11).

Assumptions

1. Strip maps will be prepared at 1"=20' full-size scale.

2. The water main replacement falls under the Department of Health submittal exception process for distribution main projects (i.e., the City has a current DOH-approved Water System Plan that includes standard construction specifications for distribution mains and an analysis of the hydraulic capacity of the basic water main configuration for the water system).

3. Stormwater treatment or detention systems will not be required.

4. Plan and profile sheets will be at a scale of 1"=20' horizontal and 1"=5' vertical.

5. Specifications will be in WSDOT format referencing the 2014 Standard Specifications.

City Responsibilities

1. Provide timely review (and comment) of products generated and submitted for this task.

Deliverables

1. One full-size (1"=20') strip map with preliminary design shown.

2. Two copies of plan and profile sheets of the project corridor with plan view concept only (not profile).

Attachment B

Task 8 – Public Involvement Process

Objective: Solicit public input on the project for City evaluation in developing the project. Assist the City's Project Manager with the public involvement process.

Consultant Responsibilities

1. Coordinate with the City's Project Manager for the public involvement process which will consist of one public meeting (near the end of the preliminary phase). Review strip map of preliminary design with aerial photograph, exhibits, schedule, etc. (Consultant-generated products) for use in the meeting.

2. Conduct and/or participate in the public meeting as desired by the City's Project Manager to include verbal presentation, answering questions, preparing and providing information, and comment sheets.

3. Prepare a memorandum to the City's Project Manager regarding the Consultant Project Manager's general observations of the public meeting. The memorandum will include a copy of the sign-in sheet and any comment sheets turned in.

Assumptions

1. The public meeting will be scheduled by the City, to include location, time, and meeting room accommodations.

2. Strip map and exhibits will be prepared for display only (not handouts).

3. The meeting will be for 2 hours or less.

City Responsibilities

1. The City will provide timely comments on draft information, exhibits, etc., generated by the Consultant to be used in the public meeting.

2. The City will secure the public meeting site and notify participants.

3. The City will participate in the public meeting.

Deliverables

1. Strip map with concept at 1"=20' scale, project schedule (22" x 34"), typical cross section (22" x 34"), and supporting documentation for the public meeting.

Attachment B

2. A memorandum regarding general observations of the public meeting along with a copy of the sign-in sheet and any comment sheets turned in.

Task 9 – Semifinal Design Document Preparation (90 Percent)

Objective: Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60 percent complete).

1. Prepare and submit project specifications (two copies) to include the proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the WSDOT *Standard Specifications for Road, Bridge and Municipal Construction* (2014) and amendments thereto. The City shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at intervals listed above for City review.

2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable City design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the City will provide direction or request the Consultant's recommendation.

3. Perform the 90 percent QA/QC per Task 11.

<u>Deliverables</u>

1. Two sets of 90 percent specifications.

2. Two sets of 90 percent project plans. The plan set will include a title sheet, index sheet/legend/vicinity map/etc., road and stormwater plan and profile sheets, sanitary sewer plan/profiles, water plan and connection details, curb ramp plan, cross-section sheets, typical "street" section sheets, paving sheets, channelization and signing plan sheets, TESC sheets, and miscellaneous detail sheets.

Task 10 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Submit final plans, specifications, engineer's cost estimate (construction), and the Transportation Improvement Board's (TIB) Bid Authorization

form to the City and TIB, and solicit authorization to bid the project from both the City and TIB.

2. Prepare and submit final project plans (four copies) to the City to include incorporation of all previous applicable and relevant City comments. Revise contract documents to incorporate final City comments (as applicable).

3. Prepare and submit final project specifications (four copies) to include the contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer's construction cost estimate.

Task 11 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct two QA/QC reviews at 60 percent and 90 percent by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. The City will be invited to participate. Prepare a QA/QC memorandum at each QA/QC interval regarding QA/QC comments, attendees, location, and date.

Deliverables

1. Provide the City with written comments (memorandum) noted in the QA/QC process. Identify all personnel participating in the QA/QC review as well as date, location, discussion items, and pertinent comments.

Task 12 – Bid and Award Services

Objective: Assist the City with bidding and award services.

1. Prepare bid advertisement(s) for publication for City review and use.

2. Upon City and TIB authorization and direction, prepare and transmit both electronic and hard copies of bid documents to the City. Prepare and transmit electronic files to the utility companies and various plan centers in the area. Gray & Osborne will maintain a plan holders list and will distribute copies of the contract provisions and contract plans and any addenda to bidders, free of charge, in electronic PDF format on compact discs from the Seattle office.

Attachment B

Deliverables

1. Electronic files of all plans, specifications, and addenda (as may be applicable) to the City.

2. Hard copy of plans (four copies, two full size and two half size), specifications (four copies), and cost estimates to include any addenda (as may be applicable) to the City.

Attachment B

EXHIBIT B

CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(COST PLUS FIXED FEE)

Project: Date Avenue Improvement Project - Schedule A: Street and Sidewalk Improvements

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	12	$35 to $57	$684
Project Manager	18	$35 to $56	$756
Project Engineer	30	$33 to $44	$1,200
Civil Engineer	50	$24 to $36	$1,600
Environmental Technician/Specialist	4	$25 to $34	$136
AutoCAD/GIS Technician/Engineering Intern	48	$15 to $28	$1,344
Professional Land Surveyor (PLS)	8	$34 to $39	$288
Survey Crew (2 Person)	12	$45 to $66	$792

Total DSC:	$	6,800
Overhead (OH Cost - including Salary Additives) OH Rate x DSC or 180% x $6,800	$	12,240
Total DSC and Overhead	$	19,040
Fixed Fee (FF) FF Rate x DSC or 42% x $6,800	$	2,856
Reimbursables Misc. Expenses, includeing mileage (@ $0.57/mile), Reproduction, etc.	$	452
Subconsultant Costs (including 10% Administrative Overhead): PanGEO, Inc. - Geotechnical	$	9,152
Subtotal Estimated Cost, Schedule A:	**$**	**31,500**

Attachment B

EXHIBIT B

CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(COST PLUS FIXED FEE)

Project: Date Avenue Improvement Project - Schedule B: Water and Sewer Improvements

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	4	$35 to $57	$228
Project Manager	8	$35 to $56	$336
Project Engineer	16	$33 to $44	$640
Civil Engineer	48	$24 to $36	$1,536
Environmental Technician/Specialist	0	$25 to $34	$0
AutoCAD/GIS Technician/Engineering Intern	40	$15 to $28	$1,120
Professional Land Surveyor (PLS)	2	$34 to $39	$72
Survey Crew (2 Person)	4	$45 to $66	$264

Total DSC:	$	4,196
Overhead (OH Cost - including Salary Additives) OH Rate x DSC or 180% x $4,196	$	7,553
Total DSC and Overhead	$	11,749
Fixed Fee (FF) FF Rate x DSC or 42% x $4,196	$	1,763
Reimbursables Misc. Expenses, includeing mileage (@ $0.57/mile), Reproduction, etc.	$	208
Subconsultant Costs (including 10% Administrative Overhead): Applied Professional Services, Inc. - Utility Data Acquisition	$	5,280
Subtotal Estimated Cost, Schedule B:	**$**	**19,000**
TOTAL ESTIMATED COST, SCHEDULES A AND B:	**$**	**50,500**

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-3

DATE: May 28, 2015

SUBJECT: Consider annexation of area of land in the vicinity of 124th Street SE

CONTACT PERSON: Stacy MacGregor, SM Senior Planner

ISSUE:
The issue before the Council is to determine whether the city will accept, reject, or geographically modify the proposed annexation request; whether it shall require the simultaneous adoption of a proposed zoning regulation, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed.

BACKGROUND:

Annexation is the process by which an unincorporated portion of the county becomes part of the incorporated community. The areas of land eligible to consider for annexation are areas within the city's urban growth boundary.

Washington State law governs annexation procedures. The most common procedure for annexation is the 60% petition method, whereby signatures of property owners representing 10% of the assessed valuation within an area are submitted to the City Council in favor of annexation according to RCW 35A.14.120. If the City Council determines that the proposed annexation is in the public interest, it may initiate a public process to analyze the area and coordinate with the county and special purpose districts for potential transfer of jurisdiction. The City Council may also choose not to pursue annexation. If the City Council does initiate the process, the proponents are responsible for acquiring additional signature to represent 60% of the assessed valuation in order to proceed with the required procedures for annexation. At the conclusion of the public process, the City Council votes to approve or deny the annexation.

Following a successful annexation, the final step is to amend the comprehensive plan map and zoning map to amend the jurisdictional boundaries. This step can occur only as part of the annual comprehensive plan amendment process and requires a docket request by the first of April to be considered as part of the annual update. The applicant paid the docketing fee but did not submit a complete application. Based on the procedures in the municipal code, the comprehensive plan amendment cannot occur in the 2015 calendar year.

The applicant has proposed annexing two prior times. Prior staff suggested delaying this

annexation request until code and comprehensive plan changes were made. Annexation is a lengthy and complicated process and current staff does not see merits in delaying further. The applicant has made an initial request and the role of Council is to weigh the merits of the request and determine if pursuing annexation is in the best interest of the city at this time. The Council will want to consider the potential for the annexation to successfully satisfy the criteria and comprehensive plan goals and polices that relate to annexation; the Council should consider the impact to city resources and how processing the annexation application fits into the adopted work plan and budget; the Council will also want to consider the long-term impacts to annexation and weigh the merits of annexation in relation to the well-being of all Sultan residents.

DISCUSSION:

Sultan Municipal Code is silent on criteria to evaluate the merits of an annexation request. The 2011 Comprehensive plan provides some direction. Firstly, the Comprehensive plan makes the assumption that all the land in the Urban Growth Areas is annexed to the City by 2030. The most specific criteria for annexation approval are detailed in Comprehensive plan Program LU 2.2.1.

PROGRAM **LU 2.2.1**

Support annexation proposals that meet the following criteria:

- The area can be supported with adequate facilities and urban services consistent with capital facilities plans for public facilities and utilities;
- There is an adopted land use plan for the annexation area;
- The annexation achieves the growth,(sic) and economic needs and goals for the city as set forth in the comprehensive plan

The applicant will need to demonstrate that adequate facilities and urban services can be provided according to the adopted levels of service and capital facilities plans in effect. The applicant will need to provide analysis and plans sufficiently detailed to satisfy the City Council that the annexation can be supported with city services.

There is no adopted land use plan for the annexation area. Prior to annexation, the applicant will need to provide a land use plan, including appropriate zoning and services as detailed above, that addresses future development for the annexation area and address the relevant goals and programs of the comprehensive plan.

In addition to the criteria of comprehensive plan program LU 2.2.1 above, the following comprehensive plan goals, policies, and programs address annexation considerations. Council direction and policy decisions are expected to conform to the goals and policies in the Comprehensive plan. The following Comprehensive plan goals and policies apply to this request along with staff comments which address the merits of this annexation request.

LU 5 GOAL: REGIONAL COORDINATION AND COOPERATION

Coordinate and cooperate with regional jurisdictions and agencies on rural transition areas, essential public facilities, and annexations.

Annexation will require coordination with the Snohomish County Boundary Review Board. The Boundary Review Board will weigh the merits of the annexation request and either support or deny the request independent of Council's recommendation. The area cannot be annexed without Boundary Review Board approval.

LU 5 GOAL: MANAGE GROWTH POTENTIALS

Maintain a realistic balance between the land's capability and Sultan's ability to provide urban services. And,

PROGRAM CF 1.5.7

Require a feasible plan to meet adopted level of service standards for all facilities needed for development prior to annexation of, or the extension of any City service to properties within the UGA. Such plan shall include measures to ensure that levels of service will not be reduced below locally established minimum standards to existing City residents in order to serve the annexed or unincorporated area.

The applicant will need to demonstrate that water, sewer, garbage, fire, police, parks, schools, transportation and other urban services can be provided at adopted levels of service or urban levels for the annexation area. If providing urban services would result in a level of service below minimum standards, the applicant will need to create a plan to address how level of service can be achieved.

LU 9 GOAL: THE BUILT ENVIRONMENT AND HEALTH

Recognize that the well-being of all Sultan residents is affected by the built environment, land use, density, transportation strategies and street design.

The applicant will be required to demonstrate that the annexation does not result in negative impacts to the existing residents of Sultan.

H 1 GOAL: MANAGE GROWTH POTENTIALS

Maintain a realistic balance between the land's capable, suitable potentials and Sultan's ability to provide housing choices and opportunities to meet the housing needs of all income levels and demographic groups within the city. (MPP H-1)

Recognizing that the population allocation that informs the comprehensive plan is obtainable through annexation, the applicant will need to demonstrate that the "suitable potential" of land development can be achieved following annexation.

H 2 GOAL: PROMOTE HOUSING DIVERSITY

Adopt comprehensive plan designations, land use zones, and development regulations which support a variety of housing options for residents.

The annexation will require a proposed zoning regulation according to RCW 35A.14.330-340. Additionally, the annexation request will require an amendment to the

Future Land Use Map. The city of Sultan has adopted the Future Land Use Map as both its zoning map under the development code and its comprehensive plan map. Any changes to the city's land use map, including assigning a zone to an annexed area, require a simultaneous amendment to the comprehensive plan map.

POLICIES UT 1.5 SEPTIC SYSTEMS
Encourage all properties not intending to redevelop at the time of annexation to phase out their septic systems and connect to the City sewer system. And,

PROGRAM UT-1.7.2
Septic systems will not be permitted in new development projects within the City of Sultan or proposed annexation areas, except for certain single family dwellings located beyond the installed sewer mains. And,

PROGRAM UT 1.2.1
Work with property owners seeking to annex into the city in order to develop properties at urban levels of service to provide sewer service to the annexed area.

Development of the annexation area at urban densities will require the extension of sanitary sewer to the area. With sewer in place, city code requires connection to the city sewer system when septic systems fail provided they are within a reasonable distance to the sewer main.

Bringing sewer to the annexation area via Sultan Basin Road requires, at this time, extending the sewer line from an area within the municipal boundaries, into the UGA, into county jurisdiction, and then back into the city limits at the annexation area. The area under county jurisdiction is under consideration for inclusion into the city's UGA but the County Planning Board has recommended to the County Council that this area be removed from inclusion in the UGA. WAC 365-196-425 (4)(b) provides guidance on the provision of services in rural areas. Urban governmental services that pass through rural areas when connecting urban areas do not constitute an extension of urban services into a rural area provided those public services are not provided in the rural area. Sanitary sewer service may be provided only if it:

(i) Is necessary to protect basic public health and safety and the environment;
(ii) Is financially supportable at rural densities; and
(iii) Does not permit urban development.

This means that areas in the UGA and in unincorporated Snohomish County may have sewer passing thought these areas but the sewer will generally not be available to these areas.

POLICIES UT 2.1 SERVICE AREA
Use ongoing utility planning programs to provide water and fire protection services to properties within the city limits and future annexation areas.

The city's water treatment plant is adjacent to the proposed annexation area. A water main crosses the area along 124th street before heading south down Sultan Basin Road.

PROGRAM EN 6.1.3
Consider the air quality implications of new growth and development when considering annexations, making comprehensive plan and zoning changes, and planning street and utility extensions.

The applicant will need to address any potential or identified air quality impacts as a result of this annexation request and zoning change.

SUMMARY:
Acceptance of this notice of intent by the City Council represents a commitment by the city to proceed with this annexation request consistent with the requirement of state law, city code, and the city's comprehensive plan. If the City Council determines that the proposed annexation is in the public interest, it may "initiate" a public process to analyze the annexation proposal. The proponents must use the official petition forms to collect the signature of property owners that represent not less than 60%of the total assessed valuation of the acreage in the area requested for annexation.

The city will require the applicant to prepare a report assessing the probable short-term and long-term financial, economic and social impact from the annexation by addressing compliance with the comprehensive plan.

Additionally, if the City Council chooses to proceed with annexation, the city may require property owners within an annexing area to assume a pro rata share of the city's bonded indebtedness existing at the time of annexation.

The city should cause a proposed zoning and comprehensive plan map amendment to be prepared following the annexation.

The final decision to accept an annexation will depend upon the decision of the Council that the applicant has adequately satisfied the requirement of annexation according to state law, the city code, and the comprehensive plan. Final acceptance of the annexation is within the sole discretion of the City Council upon a finding that the annexation is consistent with the city's adopted plans and policies at the time the annexation request was considered for approval.

FISCAL IMPACTS:
The annexation process will require city resources, mainly significant staff time, and will require re-prioritization of the adopted work plan. The adopted fee schedule assigns fees of:

$1,000 for the annexation petition
$ 250 for the comp plan docket request;
$1,000 + direct costs for the map change
$ 550 for a SEPA checklist for zoning assignment
$1,000 + direct costs for a zoning code amendment if a new zoning designation is adopted, TBD but not anticipated at this time

The adopted fee schedule in effect should not be expected to adequately compensate for the staff time necessary to devote to this request. Long-term favorable fiscal

impacts should include increased property tax revenue and permit fees collected for future development.

ALTERNATIVES:

1. Accept the intent to annex including requiring property owners within an annexing area to assume a prorata share of the city's bonded indebtedness existing at the time of annexation and direct staff to prepare a proposed zoning and comprehensive plan map amendment to be adopted following the annexation. Annexation could occur no sooner than 2016.

2. Reject the intent to annex.

3. Amend the intent to annex to include a modified area and/or not assume a pro rata share of the city's bonded indebtedness.

RECOMMENDED ACTION:

Accept the intent to annex, require the annexing area to assume a prorate share of the city's bonded indebtedness existing at the time off annexation; direct staff to prepare a proposed zoning and comprehensive plan map amendment to be adopted following annexation.

ATTACHMENTS:

Attachment A: Maps of Proposed Annexation Area and potential development
Attachment B: Application for Annexation (narrative only is included)

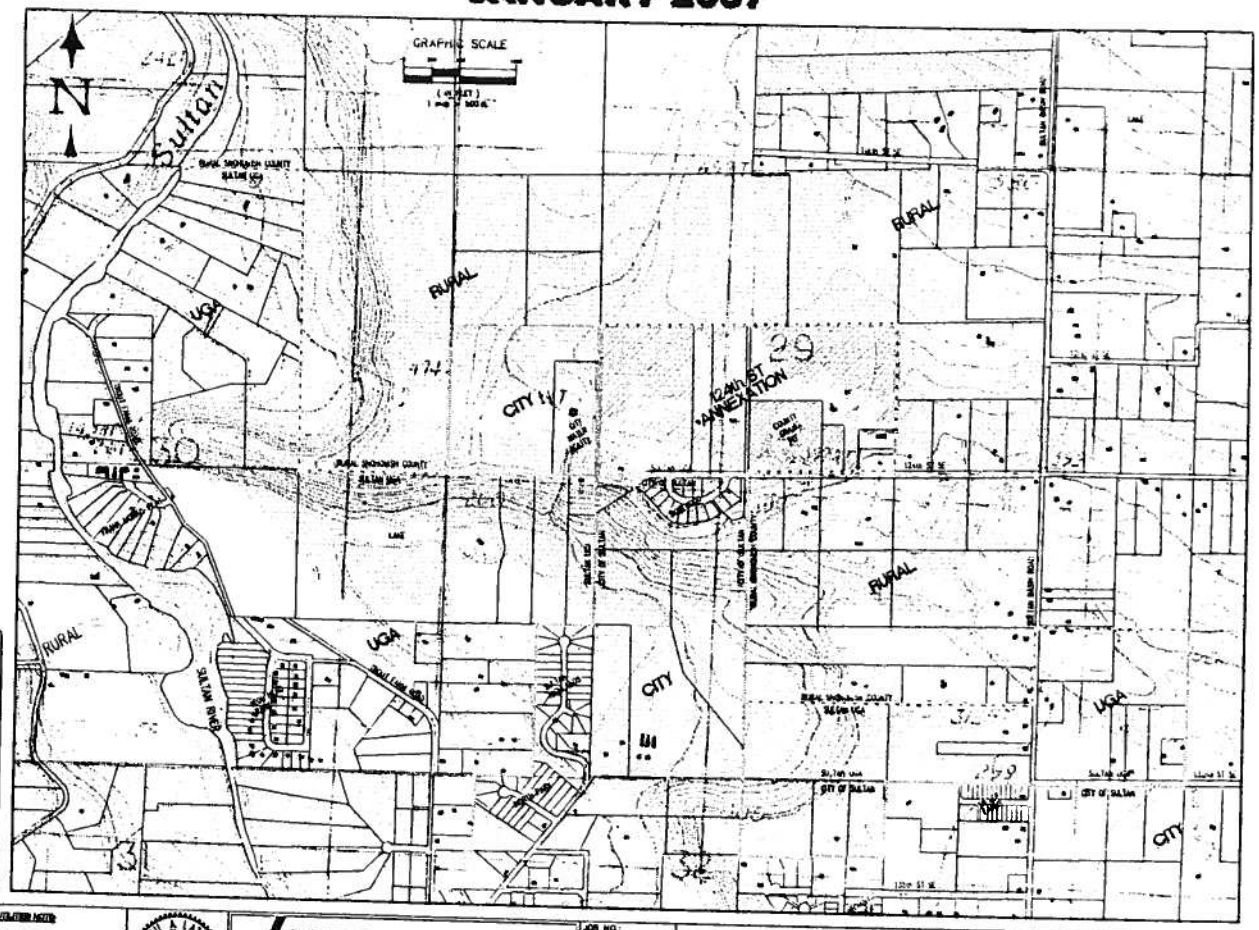
PROPOSED 124th ST ANNEXATION

ANNEXATION APPLICATION EXHIBITS

PTN OF SEC 29, TWP 28N, RGE 8E, W.M.
SULTAN, WASHINGTON
JANUARY 2007

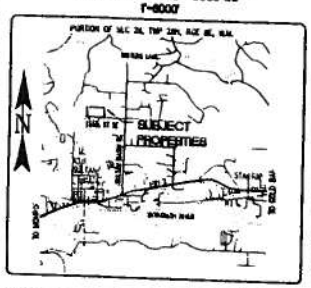
SHEET INDEX

C - 1 - COVER SHEET
C - 2 - PROPOSED ANNEXATION AREA
C - 3 - CONCEPTUAL PLAT LAYOUT - SKY RIDGE ESTATES
C - 4 - CONCEPTUAL PLAT LAYOUT - JACOBSON PUD
C - 5 - OFF-SITE SEWER EXTENSION



VICINITY MAP

T-8000



NO.	REVISION	BY	DATE
1	ANNEXATION MAPS SET	NL	11/20/06
2			
3			
4			
5			

EXISTING UTILITIES NOTE:

THE LOCATIONS OF EXIST. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND MAY NOT BE ACCURATELY REFLECTED AS THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND ARE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER

EXPIRES JUNE 30, 2007

WEB ENGINEERING LTD
consulting civil engineers
148 EAST KELLOGG ROAD, BELLINGHAM, WA 98226
PH: (360) 671-7062
FAX: (360) 671-7081

JOB NO.:	05-06
COUNTY FILE NUM.:	NA
DESIGNED BY:	NL
DRAWN BY:	B-S
CHECKED BY:	NL

SKY RIDGE ESTATES LLC
14090 FRYELANDS BLVD #306
MONROE, WA 98274

COVER SHEET

124th ST ANNEXATION PROPOSAL, SULTAN, WA
A PORTION OF SECTION 29, TOWNSHIP 28N, RANGE 8E, W.M.

DATE: JANUARY 2007 SCALE: H: AS NOTED V: N/A

DRAWING: C - 1

SHEET: 1 of 5

Attachment A

LEGAL DESCRIPTIONS OF SUBJECT PROPERTIES

PARCEL# 280829 001006 00

THE SW 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 28N, RANGE 8E, W.M.; SUBJECT TO RIGHT-OF-WAY EASEMENT TO THE UNITED STATES OF AMERICA.

LESS THE SOUTH 166 FT TO SNOHOMISH COUNTY.

TOGETHER WITH:
BEGINNING AT THE CORNER OF SECTION, THENCE EAST ALONG THE S. OF THE SECTION 660 FT. THENCE NORTH PARALLEL TO THE W/S O. OF SECTION 166 FT. THENCE WEST PARALLEL TO THE E/W O. OF SECTION 660 FT. THENCE SOUTH ALONG 1/4 LINE 166 FT TO THE POINT OF BEGINNING.

PARCEL# 280829 001007 00

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 8 WEST, W.M.

EXCEPT THE SOUTH 660 FEET OF THE WEST 660 FEET THEREOF;
EXCEPT THE EAST 200 FEET OF THE WEST 660 FEET OF THE SOUTH 430 FEET THEREOF;
EXCEPT THE SOUTH 386 FEET OF THE EAST 330 FEET THEREOF;
EXCEPT GLIDDEN ROAD;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL# 280829 001010 00

THAT PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 28N, RANGE 8E, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660 FEET EAST OF THE SW CORNER OF THE SW 1/4 OF THE NE 1/4;
THENCE EAST 300 FT;
THENCE NORTH 430 FT;
THENCE WEST 300 FT;
THENCE SOUTH 430 FT TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL# 280829 002006 00

THAT PORTION OF THE WESTERLY 3/4ths OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.
EXCEPT THE EAST 165 FEET;
AND EXCEPT ROAD.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION NO. 29; THENCE N88°31'15"E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 1317.36 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE S00°16'34"E ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 1312.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND THE TRUE POINT OF BEGINNING; THENCE N88°31'15"E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER 828.49 FEET TO THE WEST LINE OF THE EAST 165.00 FEET OF THE WEST 3 QUARTERS OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER; THENCE S00°27'17"E ALONG SAID WEST LINE 1304.18 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE S88°48'16"W ALONG SAID SOUTH LINE 824.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE N00°16'34"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER 1302.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL# 280829 002007 00

THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 8 WEST, W.M.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL# 280829 002008 00

THE EAST 165 FEET OF WEST 3/4ths OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 8 EAST, W.M.

EXCEPT SOUTH 30 FEET FOR ROAD.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

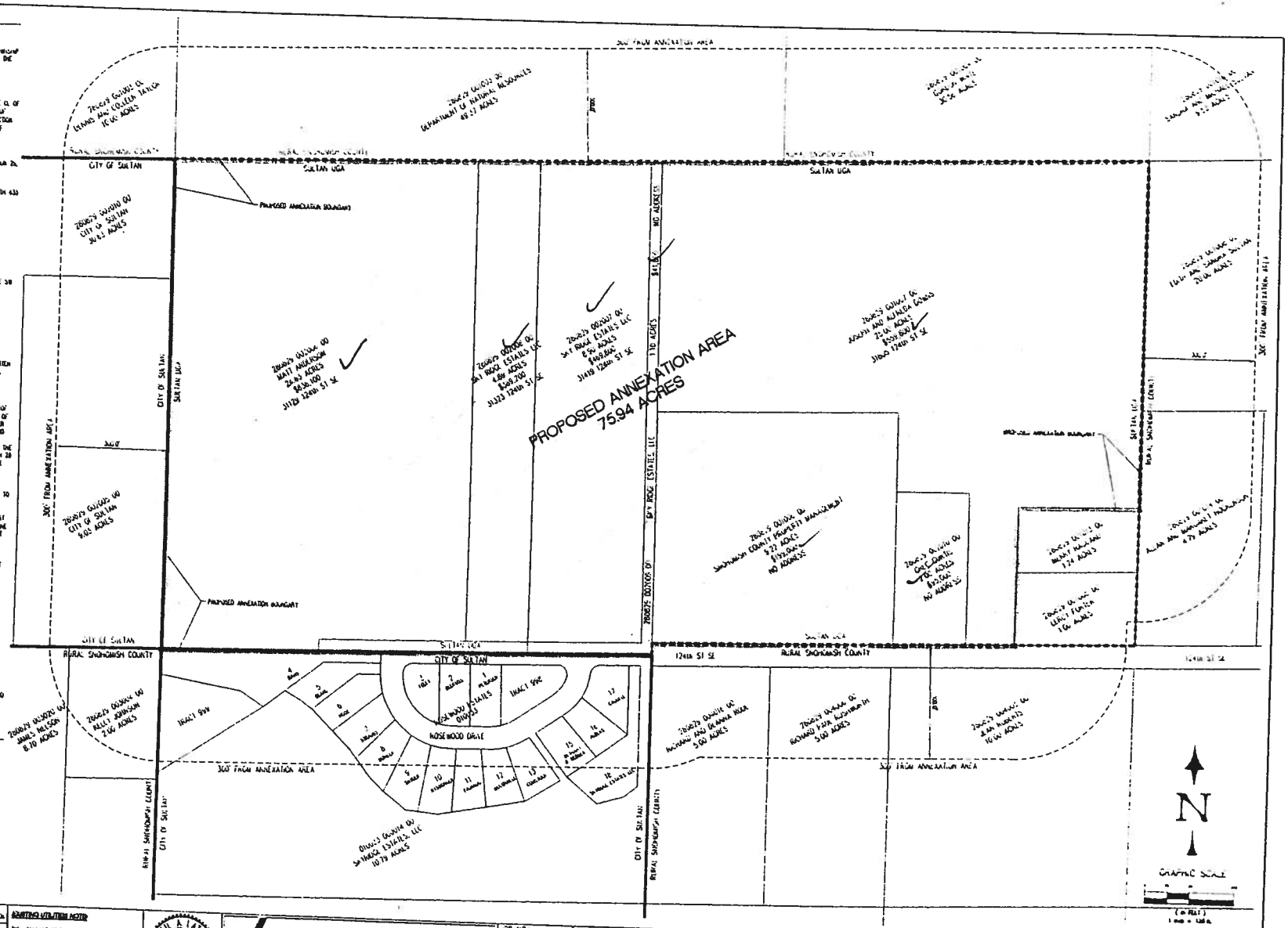
PARCEL# 280829 002038 00

THE EAST 30 FT OF THE E 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 28N, RANGE 8E, AND THE SOUTH 30 FT OF SAID E 1/4 OF THE SE 1/4 OF THE NW 1/4 FOR ROADS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LEGEND

- PROPOSED ANNEXATION AREA
- CITY LIMITS
- UGA BOUNDARY
- 300' FROM SUBJECT PROPERTIES



NO.	REVISION	BY	DATE
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2			

EXISTING UTILITIES NOTE:

THE LOCATIONS OF EXIST. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND MAY NOT BEEN ACCURATELY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NEIL A. LATIN — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER — EXPIRES JUNE 26, 2007

WEB ENGINEERING LTD
consulting civil engineers
149 WEST KELLOGG ROAD, BELLINGHAM, WA 98226
Ph: (360) 671-7002
Fax: (360) 671-7081

JOB NO.:	05306
COUNTY FILE NUM.:	NA
DESIGNED BY:	NL
DRAWN BY:	GJS
CHECKED BY:	NL

SKY RIDGE ESTATES LLC
14090 FRYELANDS BLVD #306
MONROE, WA 98274

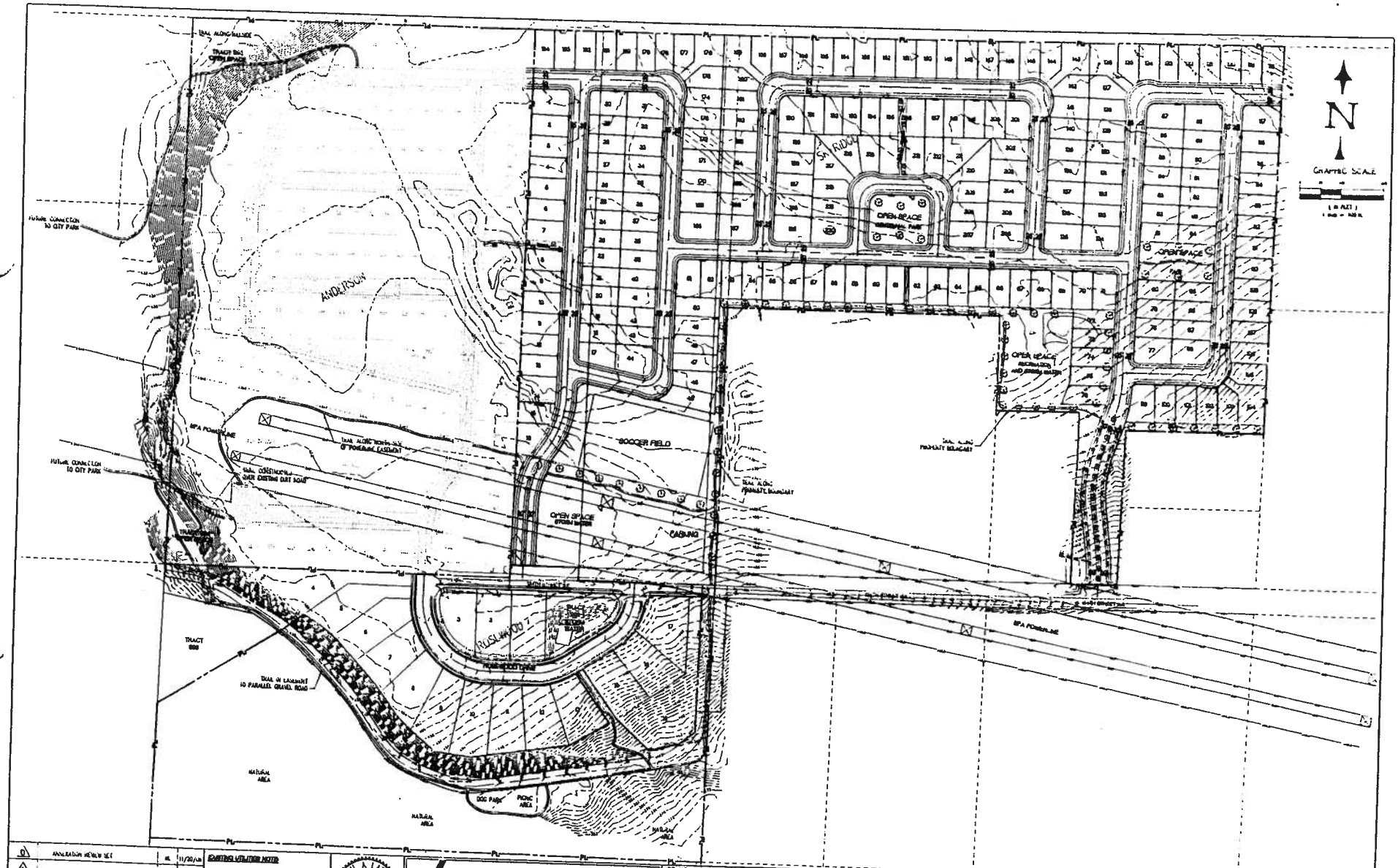
PROPOSED ANNEXATION AREA

124th ST ANNEXATION PROPOSAL, SULTAN, WA
A PORTION OF SECTION 29, TOWNSHIP 28N, RANGE 8E, W.M.

DATE: JANUARY 2007 | SCALE: N. AS NOTED | K. N.A.

DRAWING: C - 2

SHEET: 2 of 5



NO.	REVISION	BY	DATE
0	ANNEXATION REVIEW SET	KL	11/20/06
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2			
3			

EXISTING UTILITIES NOTES

THE LOCATIONS OF EXIST UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND MAY NOT BE PROFESSIONALLY VERIFIED AS THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

EXPIRES: JUNE 30, 2007

WEB ENGINEERING LTD
consulting civil engineers
148 WEST KELLOGG ROAD, BELLINGHAM, WA 98226
Ph: (360) 671-7003
Fax: (360) 671-7081

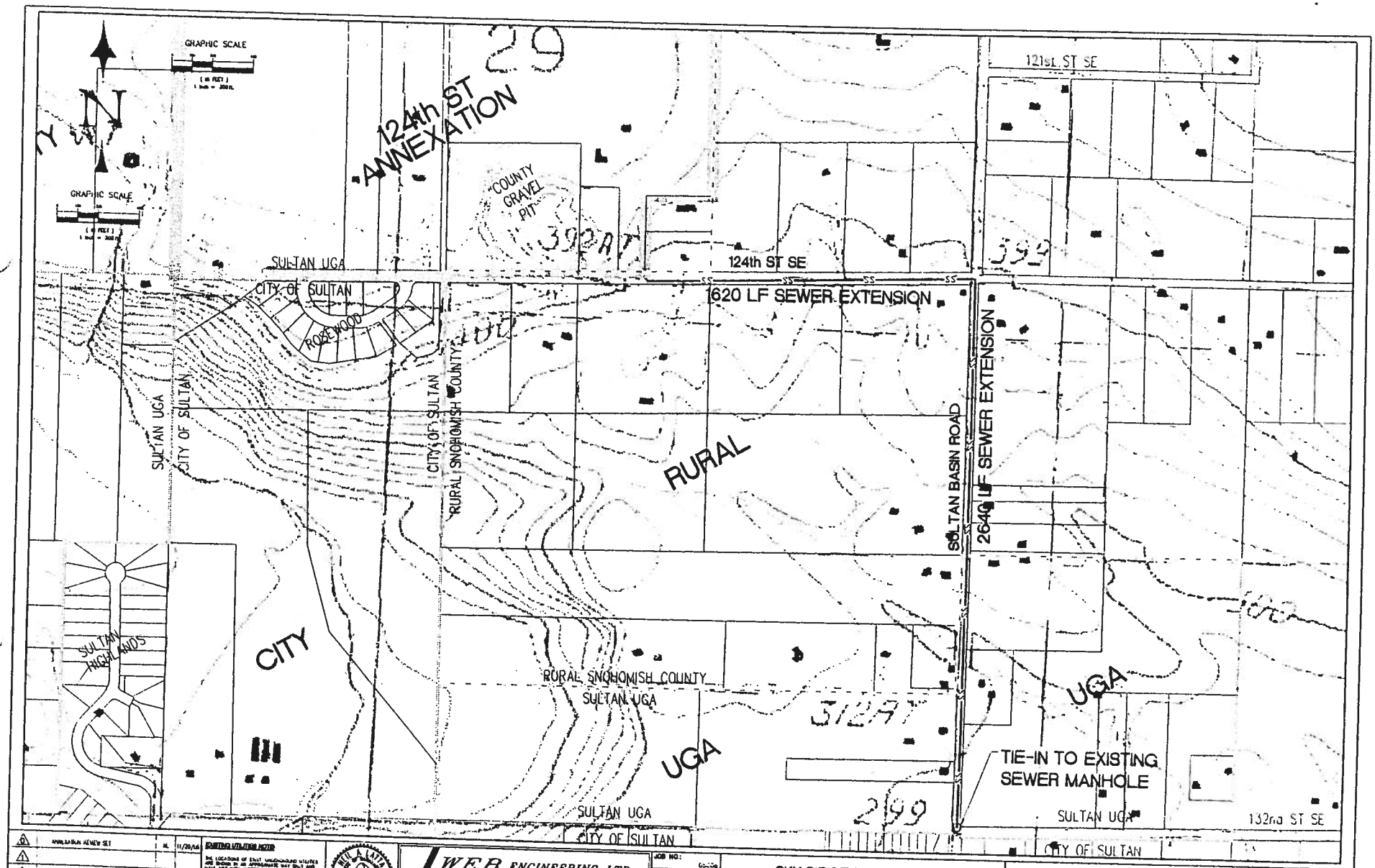
JOB NO.:	0606
COUNTY FILE NUM.:	N/A
DESIGNED BY:	KL
DRAWN BY:	BJS
CHECKED BY:	KL

SKY RIDGE ESTATES LLC
14090 FRYELANDS BLVD #306
MONROE, WA 98274

CONCEPTUAL PLAT LAYOUT
SKY RIDGE ESTATES
124th ST ANNEXATION PROPOSAL, SULTAN, WA
A PORTION OF SECTION 29, TOWNSHIP 29N, RANGE 6E, W.M.

DATE: JANUARY 2007
SCALE: H: 1"=100' V: N/A

DRAWING: C - 3
SHEET: 3 of 5


GRAPHIC SCALE
N
124th ST ANNEXATION
29
COUNTY GRAVEL PIT
121st ST SE
124th ST SE
1620 LF SEWER EXTENSION
SULTAN UGA
CITY OF SULTAN
ROSEWOOD
CITY OF SULTAN
RURAL SNOHOMISH COUNTY
RURAL
SULTAN BASIN ROAD
2640 LF SEWER EXTENSION
SULTAN HIGHLANDS
CITY
RURAL SNOHOMISH COUNTY
SULTAN UGA
UGA
TIE-IN TO EXISTING SEWER MANHOLE
SULTAN UGA
CITY OF SULTAN
132nd ST SE
NO. REVISION BY DATE
WEB ENGINEERING LTD
consulting civil engineers
148 WEST KELLOGG ROAD, BELLINGHAM, WA 98226
Ph: (360) 671-7002
Fax: (360) 671-7081
SKY RIDGE ESTATES LLC
14090 FRYELANDS BLVD #306
MONROE, WA 98274
OFF-SITE SEWER EXTENSION
124th ST ANNEXATION PROPOSAL, SULTAN, WA
A PORTION OF SECTION 29, TOWNSHIP 28N, RANGE 6E, W.M.
JANUARY 2007
C-5
5 of 5

Sky

PLANNING DEPARTMENT

319 Main Street, Suite 200, PO Box 1199, Sultan, Washington 98294
Telephone: (360) 793-2231 Fax (360) 793-3344

TO BE COMPLETED BY STAFF

PROJECT/CASE #
DATE APPLICATION RCVD_____
ASSIGNED TO: _____

APPLICATION FOR ANNEXATION

(PLEASE PRINT CLEARLY OR TYPE)
(Prior to filing, the proposal should be discussed in detail with the Planning Department)

For Snohomish County residents seeking annexation to the City of Sultan, the "60% Petition Method" is the most frequently used for annexing territory. The annexation process can be complex and lengthy, but generally follows the steps outlined below.

1.) To submit an application for annexation, proponents are required to collect signatures on a "Notice of Intent to Annex" form that represents 10% of the assessed valuation of the acreage proposed for annexation.

2.) The Planning Department will then present the Notice of Intent to Annex to the Sultan City Council. If the Sultan City Council determines that it is in the City's interest to dedicate staff time and resources to the proposal, then they will "initiate" the annexation process.

3.) If the Sultan City Council initiates the annexation proposal, then annexation proponents must use official petition forms to collect the signatures of owners of property that represents not less than 60% of the total assessed valuation of the acreage in the area requested for annexation.

4.) If 60% of the assessed valuation is in favor of annexation, then the proposal is forwarded to the Boundary Review Board for a 45-day review period and the City-County Interlocal Agreement must be amended to reflect the annexation proposal.

5.) If the Boundary Review Board issues approval of the annexation proposal, then the Sultan City Council must grant final approval at a public hearing and the annexation must be certified by the State of Washington.

Attachment B

1. Name of Applicant: Sky Ridge Estates LLC 33902 SR 2 Sultan WA
2. Mailing Address of Applicant: ~~14090 Eyelands Blvd, Monroe, WA 98274~~
3. Phone number of Applicant (day phone): ~~360-345-2491~~ 425-330-4117
4. Street Address of Subject Property: Refer to attached exhibit C-2 titled "Proposed Annexation Area" for subject property address where they have been assigned
5. Name of Contact Person for Project (this is the single point of contact that should receive all notices, mailings, information, etc.): ~~Neil Latta, PE~~ Rusty Drivstuen
6. Address of Contact Person: ~~149 W Kellogg Rd, Bellingham, WA 98226~~
7. Size of Annexation Area (in acres): 75.94 Ac (per Assessor)
8. Assessed Valuation of Property: $ 2,592,700 (per Assessor)
9. Tax Assessor's Parcel Number and Legal Description of Subject Property **(the parcel number is mandatory to begin processing of the application)** Refer to attached exhibit C-2 titled "Proposed Annexation Area" for subject property tax parcel numbers
10. General Description of Annexation Area: The existing urban growth area fronting 124th Street SE located approximately ¼ mile west of Sultan Basin Road (refer to attached exhibits C-1 to C-5 titled "Proposed 124th St Annexation Exhibits".
11. Township: 29 N Range: 8E Section: 29
12. Land Use Classification (zoning code) of Subject Property: UGA (next to LMD)
13. Adjacent Sultan Neighborhood: Rosewood is nearest neighborhood
14. Shoreline Designation (if applicable): Not Applicable
15. Special Areas on or near site (please show areas on maps):

☑ None ☐ Wetland/Swamp/Bog ☐ Steep Slopes/Draw/Gully/Ravine

☐ Scenic Vistas ☐ Historic ☐ Flood Hazard Area

☐ Creek or Stream (name): _____

☐ Lake or Pond (name): _____

☐ Other (Toxic, superfund, etc.) _____

16. The reason for the proposed annexation.
17. Documentation that the proposed annexation complies with the applicable annexation methods and that the appropriate procedural steps have been satisfied.

18. A detailed description of the contemplated development intended to occur on the property subsequent to annexation, including the contemplated timeframe(s) and principals to be involved, if applicable.

19. The zoning for the annexed property as recommended by the comprehensive plan.

20. An explanation of how any contemplated development is or is not consistent with any locally adopted land use plans for the area, if applicable.

21. A detailed description of the utility and other governmental services needed to serve any contemplated development and a proposal regarding how those services should be provided to the property.

22. Any off-site improvements, expansions, modifications required to serve the proposed annexation area.

23. ~~Completed SEPA checklist~~. Following accepted intent

I affirm that all answers, statements, and information submitted with this application are correct and accurate to the best of my knowledge. I also affirm that I am the owner of the subject area or am duly authorized by the owner(s) to act with respect to this application. Further, I grant permission from the owner(s) to any and all employees and representatives of the City of Sultan and other governmental agencies to enter upon and inspect said property as reasonably necessary to process this application. I agree to pay all fees of the City, which apply to this application.

SIGNATURE(S): _____ DATE: 3/31/15

_____ _____

_____ _____

16. The reason for the proposed annexation: Housing development

17. See Attached documents

18. Timeframe within the next two years if annexation is approved. See Attached documents.

19. residential

20. The development is within the city of Sultan's UGA which is to be used for their mandated population growth for the future.

21. City water and PUD power is located on 124th. The developers would extend the sewer line from the Sultan Basin Road up to 124th , or drop it over the hill to the City of Sultan at the developers expense.

22. Roads, sidewalks and sewer lines

See historical annexation application file for additional supporting documentation.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-4

DATE: May 28, 2015

SUBJECT: Sultan Basin Road Street Light

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

ISSUE:

The issue before the Council is to authorize the purchase of a wood pole and guy for a new street light on the horizontal curve just north of the signalized intersection of US2 and Sultan Basin Road.

ALTERNATIVES:

1. Authorize the purchase of a wood pole and guy for a new street light on the horizontal curve just north of the signalized intersection of US2 and Sultan Basin Road.
2. Do not authorize the purchase of a wood pole and guy for a new street light and direct staff to areas of concern.

STAFF RECOMMENDATION:

Authorize the purchase of a wood pole and guy for a new street light on the horizontal curve just north of the signalized intersection of US2 and Sultan Basin Road for the amount of $2,219.00.

SUMMARY:

Councilmember Beeler requested that staff research the cost of installing a new street light on the horizontal curve just north of the signalized intersection of US2 and Sultan Basin Road to improve traffic safety.

City staff reached out to Snohomish County PUD. PUD visited the site and provided the City with a quote of $2,219.00 for the installation of a 35-foot wood pole and guy necessary for a new street light. The cost of the new street light is included.

Installation of the new light will improve visibility at night and will improve traffic safety.

FISCAL IMPACT:

The City has adequate REET2 funds to cover the purchase.

RECOMMENDED ACTION:

Authorize the purchase of a wood pole and guy for a new street light on the horizontal curve just north of the signalized intersection of US2 and Sultan Basin Road for the amount of $2,219.00.

ATTACHMENTS

Attachment A - Snohomish County PUD quote

SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO. 1
2320 California Street
PO BOX 1107
Everett, WA 98206
(425) 783-8272

QUOTE

Responsible Party
CITY OF SULTAN PO BOX 1199 SULTAN, WA 98294-1199

Paid Date	Office Paid	Cashier	Payment Type	
Receipt	Sundry	600027098	$	2,219.00
BP 10175983		Total	$	2,219.00
		Total Due	$	2,219.00

Customer Phone #	

Object	Property Address
ST LT	14426 SULTAN BASIN RD, SU

Quote Date	Expires	Type	Office	Designer & Phone
5/21/2015	8/19/2015	??	Everett	Dave Lindemuth (425) 783 8202

Work Order	Sundry 600027098	Qty	Acct	Unit Cost	Total
398623	INSTL 35' WOOD POLE AND GUY FOR ST LT	1		2219.00	2219.00
					$ 2,219.00
	Line Ext				
					$ -
	Time & Materials				
					$ -

Notes SEND PO OR PAYMENT TO PUD, ATTN: DAVE LINDEMUTH, PO BOX 1107, EVERETT, WA 98206.

Less Deposit $ -

$ 2,219.00

If amounts set forth above were paid for the PUD to permanently connect a new single-phase secondary service at the service address(es) indicated, this is also a receipt for all interest in any customer installed secondary service conductor, intended to be maintained by the pud, between the PUD's primary distrubution system and the delivery point. Ownership of this conductor is transferred and conveyed to satisfy a condition required by the PUD's Line Extenion Regulations for receiving electric utility service.

Providing quality water, power and service at a competitive price
Toll-free in Western Washington at 1-877-783-1000, ext. 8272 FAX (425) 783-8650 www.snopud.com

SULTAN CITY COUNCIL MEETING
AGENDA COVER SHEET

ITEM NO: Action A-5

DATE: May 28, 2015

SUBJECT: City of Sultan 2015 Fee Schedule - Amendment
Resolution 15-06

CONTACT PERSON: Laura Koenig, Clerk/Finance Director

ISSUE:
The issue before the Council is the adoption of Resolution 15-06 amending the 2015 City of Sultan Fee Schedule that sets fees charged by the City for the various services provided to citizens and the community. The amendment would decrease the amount charged for endowment care.

SUMMARY:
The City owns and operates a cemetery located on the east side of the city. Currently, the city contracts with Wilbert Vault to do the actual burials and passes the cost on to the customer with a 15% administrative fee to cover the cost of city staff.

In addition to burial fees, the city charges for endowment care. The purpose of the endowment care charge is to provide funds to maintain the cemetery when all lots are full. The current fee for endowment care is $500 per lot.

Staff reviewed fees charged by other cemeteries in the area and found Sultan's charge for endowment care is excessive. Monroe charges $100 per lot and Carnation charges 15% of the total fees. In order to be competitive with other cemeteries, staff recommends the city lower the endowment care fee to $250.

RECOMMENDED ACTION:
Authorize the Mayor to sign Resolution 15-06 amending the 2015 City of Sultan Fee Schedule.

Attachment: Resolution 15-06 - Amending 2015 Fee Schedule

CITY OF SULTAN
SULTAN WASHINGTON

RESOLUTION 15-06

A RESOLUTION AMENDING THE 2015 FEE SCHEDULE TO ESTABLISH FEES, FINES, PENALTIES AND CHARGES FOR SERVICES PROVIDED BY THE CITY.

WHEREAS, the City Council of the City of Sultan has determined that it is in the best interest of the City of Sultan to provide a single, efficient and convenient listing of all fees, fines, penalties, interest and charges for permits, services applications and filing fees; and

WHEREAS, such a listing will better facilitate the updating and uniform review of all such fees, fines, penalties, interest and charges on a periodic basis;

WHEREAS, all ordinances require the setting of fees, fines, penalties, interest and charges for service by resolution;

WHEREAS, the Council has determined it would be in the best interest of the community to decrease the initial business license fee;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sultan that the document titled 2015 City of Sultan Fee Schedule adopted under Resolution 14-11 is hereby amended as follows:

Cemetery Fees

Endowment Care $250.00

PASSED AND ADOPTED this 28th day of May, 2015.

CITY OF SULTAN

_____
Carolyn Eslick, Mayor

ATTEST:

_____
Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	Discussion D 1
DATE:	May 28, 2015
SUBJECT:	Code of Ethics
CONTACT PERSON:	Laura Koenig, Clerk/Deputy Finance Director

ISSUE

The issue is to discuss the adoption of a Code of Ethics for the city. Ordinance 1181-13 - Code of Ethics was introduced to the Council in November 2013. The Council had concerns regarding the language in the proposed ordinance and referred the matter to committee for further work (Attachment A).

This issue has been on the work plan for the past year and staff is looking for direction from the Council on whether to proceed with the code or remove it from the work plan.

If the Council would like to move forward with the code, staff would recommend the committee meet in June to revise the draft code for adoption.

SUMMARY:

It is common for cities to adopt as a part of their municipal code a chapter establishing a Code of Ethics that applies to elected officials, employees and appointed members of boards and commissions

The codes all have a similar purpose:

> *The purpose of this chapter to establish ethical standards of conduct for all officers and employees of the city, whether elected or appointed, paid or unpaid; to set forth those acts that are incompatible with such standards; to require disclosure by such officers and employees of private financial or other interests in matters affecting the city; and to provide effective means for enforcement thereof.*

The council can elect to adopt codes similar to those found in RCW 42.23, Code of Ethics for Municipal Officers or modify the code and require higher minimum standards of conduct.

Attachments:

A. November 2013 Council minutes
B. Ordinance 1181-13 - Code of Ethics - Draft
B. RCW 42.23

November 2013 Minutes

Ordinance 1181-13 Code of Ethics

The issue is to introduce Ordinance 1181-13 - Code of Ethics ordinance. A draft ordinance was discussed during the October 10, 2013 and staff was directed to bring back the ordinance for action. It is common for cities to adopt as a part of their municipal code a chapter establishing a Code of Ethics that applies to elected officials, employees and appointed members of boards and commissions. Ethical behavior has been a topic of discussion at the council meetings over the past year. The council can elect to adopt codes similar to those found in RCW 42.23, Code of Ethics for Municipal Officers or modify the code and require higher minimum standards of conduct.

Neigel: He has been an expert on the code for 15 minutes but will not vote for it as written. Agrees with the concept but has issues with some of the language and would have difficult time explaining the code to others. The terms are not clear and it is based on other city codes. The code should define Sultan's code of ethics. They should draft a code of ethical behavior for the city. RCW establishes the legal standards and legal conduct is not necessarily the ethic conduct they want to address. Create a code that shows their standards and address training of future council members. For the ethics officer, would be okay if the appointment is confirmed by the council. Make sure they are not political.

Blair: In Monroe, the ethics officer is a volunteer position appointed by the Mayor. Would like to see more work on the code. They have the right to make the code more restrict than state law. Need to meet the ethics of your office. Jeff Sax, County Councilmember went from an executive session and revealed information to further his campaign and it backfired on him.

George: She was accused of being against the code because she is a criminal. She is opposed because this is criminal law and it already exists in state law. More codes is not the solution, it is the problem. The way it is written, the accused must pay an attorney to defend themselves. Person who is judge and jury could be political. They have an obligation to please the public, not each other. Have different opinions and this could punish people with different opinions.

Marshall: Everyone is entitled to their opinion but they are also entitled to respect. Would like to see more work on the code.

Beeler: Could this help if they have a situation where an illegal action is taken? Can you force a person to leave office? He is tired of hearing about other cities with politicians doing wrong.

Ken Walker: Council can't be removed from office outside the legal process.

On a motion by Councilmember Blair, seconded by Councilmember Davenport-Smith, Ordinance 1181-13 was referred to committee for further research and discussion by the council. All ayes.

ATTACHMENT A

DRAFT

CITY OF SULTAN
WASHINGTON

ORDINANCE NO. 1181-13

AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, ADDING CHAPTER 2.60, CODE OF ETHICS TO THE SULTAN MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, It is common for cities to adopt as a part of their municipal code a chapter establishing a Code of Ethics that applies to elected officials, employees and appointed members of boards and commissions, and

WHEREAS, the City Council has determined it is in the public interest to re-enforce the need for ethical behavior by elected officials and employees,

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

Section 1. Chapter 2,60 is hereby added to the Sultan Municipal Code Title 2 to read as follows:

Chapter 2.60
CODE OF ETHICS

2.60.010 Purpose.
2.60.020 Definitions.
2.60.030 Prohibited conduct.
2.60.040 Disclosure of interest in legislative action.
2.60.050 Ethics hearing officer – Position created.
2.60.060 Ethics hearing officer – Powers and duties.
2.60.070 Hearings.
2.60.080 Recommendations of the ethics hearing officer.
2.60.090 Criminal violations – Prosecuting authority – Penalties.
2.60.100 Relation of chapter to Chapter 42.23 RCW.

2.60.010 Purpose.

A. The proper operation of democratic representative government requires that elected and appointed public officers and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Accordingly, it is the purpose of this chapter to establish ethical standards of conduct for all officers and employees of the city,

whether elected or appointed, paid or unpaid; to set forth those acts that are incompatible with such standards; to require disclosure by such officers and employees of private financial or other interests in matters affecting the city; and to provide effective means for enforcement thereof. This chapter shall not be construed so as to impair the ability of city officers and employees to participate in ceremonial, representational, or informational functions in the pursuit of their official duties.

B. This chapter shall be liberally construed in favor of protecting the public's interest in full disclosure of conflicts of interest and promoting ethical standards of conduct for city officers and employees.

C. This chapter shall be interpreted and applied in a manner consistent with the maxim that "De minimis non curat lex" and to allow inadvertent minor violations to be corrected and cured without full hearing in conformance with the spirit and purpose of this code.

2.60.020 Definitions.
For the purpose of interpreting and enforcing the code of ethics, the following definitions shall apply:

A. "Business entity" means any corporation, general or limited partnership, sole proprietorship (including a private consultant operation), joint venture, unincorporated association or firm, institution, trust, foundation, or other organization, whether or not organized for profit.

B. "City agency" means every department, office, ethics hearing officer, commission, or committee of the city, or any subdivision thereof, but excludes public corporations and ad hoc advisory committees.

C. "City officer or employee" means any person holding a position by election, appointment, or employment in the service of the city or city agency, whether paid or unpaid, including members of any ethics hearing officer, committee or commission.

D. "Compensation" means anything of economic value, however designated, which is paid, loaned, advanced, granted, given or transferred for or in consideration of personal services to any person.

E. "Beneficial interest" means any direct or indirect, pecuniary or material benefit, other than a remote interest, accruing to a city officer or employee as a result of a contract, transaction, zoning decision or other matter which is or may be the subject of an official act or act by or with the city, except for such contracts, transactions, zoning decisions or other matters which by their terms and by the substance or their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For purposes of this chapter, a city officer or employee shall be deemed to have an interest in the affairs of:

1. The officer or employee's spouse or dependent children;

2. Any person or business entity with whom a contractual relationship, whether oral or written, exists with the city officer or employee;

3. Any business entity in which the city officer or employee is an officer, director, member or employee;

4. Any business entity in which the public officer or employee controls or owns, directly or indirectly, in excess of one percent of the total stock, or an interest totaling $5,000 or more in value; and

5. Any person or business entity with whom a contractual relationship, whether oral or written, exists with the city officer or employee; provided, however, that a contractual obligation of less than $500.00, or a commercially reasonable lien made in the ordinary course of business, or a contract for a commercial retail sale, shall not be deemed to create an interest in violation of this code.

F. "Gift" means anything of economic value in excess of $20.00, regardless of the form, without adequate and lawful considerations; provided, it does not include the solicitation, acceptance, or receipt of political campaign contributions regulated in accordance with provisions of federal, state, or local laws governing campaign finances.

G. "Immediate family" means any person who is:

1. A spouse or domestic partner;

2. Any dependent parent, parent-in-law, child or son-in-law or daughter-in-law; or

3. Any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the city officer or employee.

H. Official act or action" means any legislative, administrative, appointive or discretionary act of any city officer or employee of the city or any ethics hearing officer, committee or commission thereof.

I. "Person" means any individual, association, corporation, or other legal entity.

J. "Remote interest" means:

1. That of a nonsalaried officer of a nonprofit corporation;
2. That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. That of a landlord or tenant of a contracting party;
4. That of a holder of less than one percent of the shares of a corporation or cooperative which is a contracting party.

2.60.030 Prohibited conduct.

A. Disqualification from Acting on City Business. No city officer or employee, while holding such office or employment, shall:

1. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the officer's or employee's independence of judgment or action in the performance of official duties and fail to disqualify himself or herself from official action in those instances where the conflict occurs.

2. Have a financial or other private interest, other than a remote interest as defined in this chapter, direct or indirect, personally or through a member of his or her immediate family, or business entity, in any matter upon which the officer or

employee is required to act in the discharge of his or her official duties, and fail to disqualify himself or herself from acting or participating.

3. Fail to disqualify himself or herself from acting on any transaction which involves the city and any person who is, or at any time within the preceding 12-month period has been, a private client of his or hers, or of his or her firm or partnership.

4. Have a financial or other private interest, other than a remote interest as defined in this chapter, direct or indirect, personally or through a member of his or her immediate family, or business entity, in any contract or transaction to which the city or any city agency may be a party, and fail to disclose such interest to the appropriate city authority prior to the formation of the contract or the time the city or city agency enters into the transaction.

B. Improper Use of Official Position. No city officer or employee, while holding such office or employment, shall:

1. Use his or her official position for a purpose that is, or would to a reasonable person appear to be, primarily for the private benefit of the officer or employee, rather than primarily for the benefit of the city; or to achieve a private gain or an exemption from duty or responsibility for the officer or employee or any other person.

2. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any city funds or city property, for a purpose which is, or to a reasonable person would appear to be, for other than a city purpose; provided, that nothing shall prevent the private use of city property which is available on equal terms to the public generally (such as the use of library books or tennis courts) the use of city property in accordance with municipal policy for the conduct of official city business (such as the use of a city automobile), if in fact the property is used appropriately; or the use of city property for participation of city or its officials in activities of associations of governments or governmental officials.

3. Except in the course of official duties, assist any person in any city transaction where such city officer's or employee's assistance is, or to a reasonable person would appear to be, enhanced by that officer's or employee's position with the city; provided, that this subsection shall not apply to any officer or employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by this chapter or any other applicable ordinance, regulation or statute.

4. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with the city, and influence or attempt to influence the selection of, or the conduct of business with, such business entity by the city.

C. Acceptance of Gifts or Loans. No city officer or employee, while holding such office or employment, and for a period of one year after leaving city employment, shall solicit or receive any retainer, gift, loan, entertainment, favor or proprietary reward, or other thing of monetary value from any person or entity where the retainer, gift, loan, entertainment, favor, or other thing of monetary value had been solicited, or received or given or, to a reasonable person, would appear to have been solicited, received or given, with intent to give or obtain special consideration of influence as to any action by such officer in his or

her official capacity; provided, that nothing shall prohibit contributions for election campaigns which are solicited or received and reported in accordance with applicable law.

D. Disclosure of Confidential or Privileged Information. No city officer or employee, while holding such office or employment, or at any time after leaving office or employment, shall disclose or use any confidential or privileged information gained by reason of his or her official position for a purpose which is for other than a city purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

E. Financial or Beneficial Interest in City Transactions. No city officer or employee, while holding such office or employment, shall:

1. Regardless of prior disclosure thereof, hold or acquire a beneficial interest, direct or indirect, personally or through a member of his or her immediate family, in any contract which, in whole or in part, is, or which may be, made by, through, or under the supervision of such officer or employee or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity, or reward in connection with such contract from any other person or entity beneficially interested therein, in violation of Chapter 42.23 RCW.

2. Regardless of prior disclosure thereof, be beneficially interested, directly or indirectly, other than a remote interest, in any contract or transaction which may be made by, through or under the supervision of such officer, in whole or in part, or which may be made for the benefit of his office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract or transaction from any other person beneficially interested therein, in violation of Chapter 42.23 RCW. This subsection shall not apply to the furnishing of water, other utility services, or other services of the city at the same rates and on the same terms as are available to the public generally, or to any other transaction specifically exempted by Chapter 42.23 RCW.

F. Quasi-Judicial Proceedings, Reporting of Violations, False Statements. No city-appointed officer or employee, while holding such office or employment, shall:

1. Participate in or influence any pending quasi-judicial proceeding if the city official or employee has a financial or personal interest in the matter.

2. Intimidate, harass, discipline or otherwise take any improper action against a member of the public, a city officer or employee solely because he or she in good faith has reported a violation of this code of ethics, or any other written city code or policy.

3. Induce or direct any city officer or employee to make any false statement or representation of any public record or document in willful disregard of the truth of such statement or representation.

G. Prohibited Conduct After Leaving City Office or Employment.

1. No former officer or employee shall, for a period of one year after leaving city office or employment:

a. Assist any person in proceedings involving the agency of the city with which he was previously employed, or on a matter in which he or she was officially involved, participated or acted in the course of duty.

b. Represent any person as an advocate in any matter in which the former officer or employee was officially involved while a city officer or employee.

c. Participate as a competitor in any competitive selection process for a city contract in which he or she assisted the city in determining the project or work to be done or the process to be used.

2. A city officer, who contracts with a former city officer or employee for expert or consultant services within one year of the latter's leaving city office or employment, shall promptly inform the city administrator about the agreement.

3. The prohibition of subsection (G)(1) of this section shall not apply to former employees acting on behalf of a governmental agency unless such assistance or representation is adverse to the interest of the city

2.60.040 Disclosure of interest in legislative action.

A. Any member of council who has a financial interest or personal interest in any proposed legislation before the council shall disclose on the record the nature and extent of such interest. If the member of council would be especially benefited by such legislation, the member of council shall not participate in the discussion or vote upon such matter.

B. Any other city officer or employee who has a financial or personal interest in any proposed legislative action of the council and who participates in the discussion with or gives an official opinion or recommendation to the council shall disclose on the record the nature and extent of such interest

2.60.050 Ethics hearing officer – Position created.

There is hereby created the office of ethics hearing officer, who shall be appointed by the mayor and confirmed by the city council. The ethics hearing officer shall be an attorney not holding any other elective or appointive office with the city. The ethics hearing officer may be removed from office with or without cause by the mayor with the concurrence of the city council. The compensation of the ethics hearing officer, and other terms and conditions of the engagement, shall be set forth in a written contract.

2.60.060 Ethics hearing officer – Powers and duties.

The ethics hearing officer shall have the following powers and duties:

A. The ethics hearing officer shall be a quasi-judicial fact finder.

B. The ethics hearing officer shall perform the following duties:

1. Upon request of a city officer or employee, the ethics hearing officer shall render advisory opinions, in writing, to any officer or employee having doubt as to the applicability of any provision of this chapter to a particular situation, or as to the definition of terms used herein. Officers and employees may rely upon such written opinions, which shall be binding upon the city until amended or revoked, unless material facts were misstated or omitted in the request for the advisory opinion. Advisory opinions shall be filed with the city clerk and shall be public records, except to the extent necessary to preserve protected privacy interests under RCW 42.17.310; and further provided, the opinion shall be stated in general issue and opinion format, without disclosure of the identity of the person requesting it.

2. Upon receiving a written complaint regarding a violation of this chapter, accompanied by proof that said written complaint has been served upon the party who is alleged to be in violation, the ethics hearing officer shall investigate said complaint and, upon making a determination that the complaint is legally sufficient and that it is supported by probable cause, conduct a hearing and issue findings and recommendation as provided below.

3. Determinations of legal sufficiency and probable cause shall be made within 30 days after receipt of any complaint. Any complaint which the hearing officer determines is not legally sufficient or not to be supported by probably cause shall be dismissed.

4. Proceedings before the ethics hearing officer shall be recorded, and proper minutes of all meetings and actions shall be kept.

2.60.070 Hearings.
The ethics hearing officer shall make no findings and recommendation without first conducting a hearing, which shall be held within 30 days after the determination of legal sufficiency and probable cause; provided, any matter which the ethics hearing officer determines would be deemed minor or inadvertent even if the allegations were proven may be summarily dismissed without further proceedings, with the findings of legal sufficiency and probable cause noted in the minutes of the proceedings, if the officer or employee stipulates in writing to appropriate corrective measures to ensure such conduct will not continue or reoccur. All hearings shall be closed to the public unless the officer or employee whose conduct is the subject of the hearing requests that it be a public hearing. All testimony before the ethics hearing officer shall be sworn on oath or affirmation, subject to the laws of perjury of the state of Washington. Any party or witness in a proceeding before the ethics hearing officer shall have the right to be represented by counsel. Within 20 days after the conclusion of a hearing, the ethics hearing officer shall render written findings of fact and recommendations. Copies of the same shall be delivered to the party who was the subject of the hearing, complainant, the mayor, and the city council.

2.60.080 Recommendations of the ethics hearing officer.
A. If the ethics hearing officer determines that a city employee has violated the provisions of this code, the ethics hearing officer may recommend to the mayor that the employee be subject to disciplinary action. In addition to any other penalty otherwise provided by law, a violation shall be cause for suspension, discharge or removal from office, or such other disciplinary action as may, by the appropriate city authority, be deemed necessary and proper, and consistent with the city personnel manual, and/or state law. A written report of the disciplinary action taken as a result of the ethics hearing officer's recommendation shall be made by the appropriate city authority to the ethics hearing officer within 14 days after receipt of the ethics hearing officer's recommendation.

B. This section shall not derogate from employee rights under any collective bargaining agreement or city personnel manual or rules promulgated thereunder.

C. If the ethics hearing officer determines the mayor or a council member has violated a provision of the code of ethics, then he shall issue a "Letter of Censure."

D. If the ethics hearing officer determines any person has willfully and knowingly violated the provisions of this chapter, he may refer the matter to the prosecuting authority for action under SMC 2.60.090.

2.60.090 Criminal violations – Prosecuting authority – Penalties.

A. Any officer or employee who knowingly and willfully violates the provisions of this chapter shall be guilty of a misdemeanor.

B. The prosecuting authority for violations of this chapter shall be appointed by the mayor and confirmed by the city council. The prosecuting attorney shall not be the city attorney or city prosecuting attorney. If the ethics hearing officer recommends criminal prosecution of any elected officer, and prosecuting authority has not previously been appointed and confirmed, then the prosecuting authority shall be appointed by the King County prosecuting attorney. The prosecuting authority shall not have authority to prosecute any matters except those referred by the ethics hearing officer pursuant to SMC 2.60.080(D).

C. Any person convicted of a violation of this chapter shall be punished by imprisonment for not more than 90 days, or a fine of not more than $1,000, or by both such imprisonment and fine.

2.60.100 Relation of chapter to Chapter 42.23 RCW.
The conduct of all city officers and employees shall meet the requirements of both this chapter and Chapter 42.23 RCW. When a higher standard of conduct is established by this chapter than by Chapter 42.23 RCW, the standards of this chapter shall control; provided, this chapter shall not be construed to permit any act or omission that is prohibited by Chapter 42.23 RCW.

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 November, 2013.

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:

Chapter 42.23 RCW
CODE OF ETHICS FOR MUNICIPAL OFFICERS — CONTRACT INTERESTS

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42.23.010
Declaration of purpose.
It is the purpose and intent of this chapter to revise and make uniform the laws of this state concerning the transaction of business by municipal officers, as defined in chapter 268, Laws of 1961, in conflict with the proper performance of their duties in the public interest; and to promote the efficiency of local government by prohibiting certain instances and areas of conflict while at the same time sanctioning, under sufficient controls, certain other instances and areas of conflict wherein the private interest of the municipal officer is deemed to be only remote, to the end that, without sacrificing necessary public responsibility and enforceability in areas of significant and clearly conflicting interests, the selection of municipal officers may be made from a wider group of responsible citizens of the communities which they are called upon to serve.
1961 c 268 § 2.]

42.23.020
Definitions.
For the purpose of chapter 268, Laws of 1961:

(1) "Municipality" shall include all counties, cities, towns, districts, and other municipal corporations and quasi municipal corporations organized under the laws of the state of Washington;

(2) "Municipal officer" and "officer" shall each include all elected and appointed officers of a municipality, together with all deputies and assistants of such an officer, and all persons exercising or undertaking to exercise any of the powers or functions of a municipal officer;

(3) "Contract" shall include any contract, sale, lease or purchase;

(4) "Contracting party" shall include any person, partnership, association, cooperative, corporation, or other business entity which is a party to a contract with a municipality.
[1961 c 268 § 3.]

42.23.030
Interest in contracts prohibited — Exceptions.

No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such officer, in whole or in part, or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein. This section shall not apply in the following cases:

(1) The furnishing of electrical, water or other utility services by a municipality engaged in the business of furnishing such services, at the same rates and on the same terms as are available to the public generally;

(2) The designation of public depositaries for municipal funds;

(3) The publication of legal notices required by law to be published by any municipality, upon competitive bidding or at rates not higher than prescribed by law for members of the general public;

(4) The designation of a school director as clerk or as both clerk and purchasing agent of a school district;

(5) The employment of any person by a municipality for unskilled day labor at wages not exceeding two hundred dollars in any calendar month. The exception provided in this subsection does not apply to a county with a population of one hundred twenty-five thousand or more, a city with a population of more than one thousand five hundred, an irrigation district encompassing more than fifty thousand acres, or a first-class school district;

(6)(a) The letting of any other contract in which the total amount received under the contract or contracts by the municipal officer or the municipal officer's business does not exceed one thousand five hundred dollars in any calendar month.

(b) However, in the case of a particular officer of a second-class city or town, or a noncharter optional code city, or a member of any county fair board in a county which has not established a county purchasing department pursuant to RCW

36.32.240, the total amount of such contract or contracts authorized in this subsection (6) may exceed one thousand five hundred dollars in any calendar month but shall not exceed eighteen thousand dollars in any calendar year.

(c)(i) In the case of a particular officer of a rural public hospital district, as defined in RCW 70.44.460, the total amount of such contract or contracts authorized in this subsection (6) may exceed one thousand five hundred dollars in any calendar month, but shall not exceed twenty-four thousand dollars in any calendar year.

(ii) At the beginning of each calendar year, beginning with the 2006 calendar year, the legislative authority of the rural public hospital district shall increase the calendar year limitation described in this subsection (6)(c) by an amount equal to the dollar amount for the previous calendar year multiplied by the change in the consumer price index as of the close of the twelve-month period ending December 31st of that previous calendar year. If the new dollar amount established under this subsection is not a multiple of ten dollars, the increase shall be rounded to the next lowest multiple of ten dollars. As used in this subsection, "consumer price index" means the consumer price index compiled by the bureau of labor statistics, United States department of labor for the state of Washington. If the bureau of labor statistics develops more than one consumer price index for areas within the state, the index

covering the greatest number of people, covering areas exclusively within the boundaries of the state, and including all items shall be used.

(d) The exceptions provided in this subsection (6) do not apply to:

(i) A sale or lease by the municipality as the seller or lessor;

(ii) The letting of any contract by a county with a population of one hundred twenty-five thousand or more, a city with a population of ten thousand or more, or an irrigation district encompassing more than fifty thousand acres; or

(iii) Contracts for legal services, except for reimbursement of expenditures.

(e) The municipality shall maintain a list of all contracts that are awarded under this subsection (6). The list must be made available for public inspection and copying;

(7) The leasing by a port district as lessor of port district property to a municipal officer or to a contracting party in which a municipal officer may be beneficially interested, if in addition to all other legal requirements, a board of three disinterested appraisers and the superior court in the county where the property is situated finds that all terms and conditions of such lease are fair to the port district and are in the public interest. The appraisers must be appointed from members of the American Institute of Real Estate Appraisers by the presiding judge of the superior court;

(8) The letting of any employment contract for the driving of a school bus in a second-class school district if the terms of such contract are commensurate with the pay plan or collective bargaining agreement operating in the district;

(9) The letting of an employment contract as a substitute teacher or substitute educational aide to an officer of a second-class school district that has two hundred or fewer full-time equivalent students, if the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the district and the board of directors has found, consistent with the written policy under RCW 28A.330.240, that there is a shortage of substitute teachers in the school district;

(10) The letting of any employment contract to the spouse of an officer of a school district, when such contract is solely for employment as a substitute teacher for the school district. This exception applies only if the terms of the contract are commensurate with the pay plan or collective bargaining agreement applicable to all district employees and the board of directors has found, consistent with the written policy under RCW 28A.330.240, that there is a shortage of substitute teachers in the school district;

(11) The letting of any employment contract to the spouse of an officer of a school district if the spouse was under contract as a certificated or classified employee with the school district before the date in which the officer assumes office and the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the district. However, in a second-class school district that has less than two hundred full-time equivalent students enrolled at the start of the school year as defined in *RCW 28A.150.040, the spouse is not required to be under contract as a certificated or classified employee before the date on which the officer assumes office;

(12) The authorization, approval, or ratification of any employment contract with the spouse of a public hospital district commissioner if: (a) The spouse was employed by the public hospital

district before the date the commissioner was initially elected; (b) the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the district for similar employees; (c) the interest of the commissioner is disclosed to the board of commissioners and noted in the official minutes or similar records of the public hospital district prior to the letting or continuation of the contract; and (d) and the commissioner does not vote on the authorization, approval, or ratification of the contract or any conditions in the contract.

A municipal officer may not vote in the authorization, approval, or ratification of a contract in which he or she is beneficially interested even though one of the exemptions allowing the awarding of such a contract applies. The interest of the municipal officer must be disclosed to the governing body of the municipality and noted in the official minutes or similar records of the municipality before the formation of the contract.

[2007 c 298 § 1; 2006 c 121 § 1; 2005 c 114 § 1; 1999 c 261 § 2; 1997 c 98 § 1; 1996 c 246 § 1. Prior: 1994 c 81 § 77; 1994 c 20 § 1; 1993 c 308 § 1; 1991 c 363 § 120; 1990 c 33 § 573; 1989 c 263 § 1; 1983 1st ex.s. c 44 § 1; prior: 1980 c 39 § 1; 1979 ex.s. c 4 § 1; 1971 ex.s. c 242 § 1; 1961 c 268 § 4.]

42.23.040
Remote interests.

A municipal officer is not interested in a contract, within the meaning of RCW

42.23.030, if the officer has only a remote interest in the contract and the extent of the interest is disclosed to the governing body of the municipality of which the officer is an officer and noted in the official minutes or similar records of the municipality prior to the formation of the contract, and thereafter the governing body authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer having the remote interest. As used in this section "remote interest" means:

(1) That of a nonsalaried officer of a nonprofit corporation;

(2) That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;

(3) That of a landlord or tenant of a contracting party;

(4) That of a holder of less than one percent of the shares of a corporation or cooperative which is a contracting party.

None of the provisions of this section are applicable to any officer interested in a contract, even if the officer's interest is only remote, if the officer influences or attempts to influence any other officer of the municipality of which he or she is an officer to enter into the contract.
[1999 c 261 § 3; 1961 c 268 § 5.]

42.23.050
Prohibited contracts void — Penalties for violation of chapter.
Any contract made in violation of the provisions of this chapter is void and the performance thereof, in full or in part, by a contracting party shall not be the basis of any claim against the municipality. Any officer violating the provisions of this chapter is liable to the municipality of which he or she is an officer for a penalty in the amount of five hundred dollars, in addition to

such other civil or criminal liability or penalty as may otherwise be imposed upon the officer by law.

In addition to all other penalties, civil or criminal, the violation by any officer of the provisions of this chapter may be grounds for forfeiture of his or her office.
[1999 c 261 § 4; 1961 c 268 § 6.]

42.23.060
Local charter controls chapter.
If any provision of this chapter conflicts with any provision of a city or county charter, or with any provision of a city-county charter, the charter shall control if it contains stricter requirements than this chapter. The provisions of this chapter shall be considered as minimum standards to be enforced by municipalities.
[1999 c 261 § 5; 1961 c 268 § 16.]

42.23.070
Prohibited acts.

(1) No municipal officer may use his or her position to secure special privileges or exemptions for himself, herself, or others.

(2) No municipal officer may, directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the employing municipality, for a matter connected with or related to the officer's services as such an officer unless otherwise provided for by law.

(3) No municipal officer may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.

(4) No municipal officer may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.

[1994 c 154 § 121.]

42.23.900
Construction — Chapter applicable to state registered domestic partnerships — 2009 c 521.

For the purposes of this chapter, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to state registered domestic partnerships or individuals in state registered domestic partnerships as well as to marital relationships and married persons, and references to dissolution of marriage shall apply equally to state registered domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary to implement chapter 521, Laws of 2009, gender-specific terms such as husband and wife used in any statute, rule, or other law shall be construed to be gender neutral, and applicable to individuals in state registered domestic partnerships.[2009 c 521 § 104.]