

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
November 20, 2014**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS:

- 1) Proclamation – Global Entrepreneurs Week

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

- 1) Police Report
- 2) Public Works Report
- 3) Code Enforcement/Animal Control

HEARINGS:

- 1) 2015 Budget – Capital Projects/Other General Funds
- 2) 2014 Budget Amendments

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

- 1) Approval of the November 6, 2014 Council Meeting Minutes
- 2) Approval of Vouchers
- 3) Contract Renewal – Aimee Trua, Public Defender
- 4) Contract Renewal – Thom Graafstra – Special Counsel
- 5) Contract Renewal – Kenyon Disend, City Attorney
- 6) Contract Renewal – Goldbar Geek , IT Service
- 7) Proclamation for Global Entrepreneurs Week

ACTION ITEMS:

- 1) Safe Stop Program Agreement
- 2) Food Bank Lease – VOA
- 3) Snohomish County Jail Interlocal Agreement
- 4) Ordinance 1205-14 – 2015 Salary Schedule
- 5) Startup Water District Interlocal Agreement
- 6) Ordinance 1207-014 – 2014 Budget Amendment
- 7) Resolution 14-10 – 2015 Salary Allocation

DISCUSSION: Time Permitting

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

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: P-1
Date: November 20, 2014
SUBJECT: Global Entrepreneurship Week Proclamation
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

Proclaim the week of November 17-23, 2014 Global Entrepreneurship Week.

SUMMARY:

Entrepreneurs are the innovators and job creators who launch startups that bring ideas to life, drive economic growth and expand human welfare. Our community has benefited from large organizations and small. We are fortunate to have businesses ranging from Microsoft and Amazon to GROW Washington. Sultan has benefited from these businesses and the individual entrepreneurs who have built them. Fostering these activities and the culture of innovation is an integral component of economic development.

The purpose of recognizing Global Entrepreneurship Week is to encourage continued development of new ideas, processes, businesses and jobs that our community is so dependent on.

Special recognition is given to the work of GROW Washington. Local entrepreneurs receive mentoring and training providing them with the knowledge to transition from start-up to business operation.

Attachment:

A – Proclamation for 2014 Global Entrepreneurship Week



Proclamation

WHEREAS, Global Entrepreneurship Week is the world's largest celebration of the innovators and job creators who launch startups that bring ideas to life, drive economic growth and expand human welfare; and

WHEREAS, Global Entrepreneurship Week celebrates international, national and statewide innovation and entrepreneurship through local, regional and state activities designed to help Washington residents explore their potential as self-starters and innovators; and

WHEREAS, these activities, from large-scale competitions to teaching entrepreneurial skills in our local schools, connect participants to potential collaborators, mentors and even investors—introducing them to new possibilities and exciting opportunities; and

WHEREAS, the initiative kicked off in 2008, has grown to more than 130 countries – with nearly 8,000 partner organizations planning more than 19,000 activities that directly engage more than 7 million people; and

WHEREAS, with so many new jobs in entrepreneurial economics coming from firms less than five years old, leaders around the world are looking to reinvigorate their economics by focusing on ways to stimulate new firm formation; and

WHEREAS, Washington State embraces the entrepreneurial spirit, exploring new ideas, seizing opportunities, and acting upon them in a spirited culture of innovation to create 21st century jobs, a vibrant economy and a Working Washington;

NOW, THEREFORE, We, Carolyn Eslick, Mayor and the City Council of the City of Sultan, do hereby proclaim November 17-23, 2014, as

Global Entrepreneurship Week

in Sultan, and I urge all in our city to join me in this special observance.

Signed this 20th day of November, 2014

Mayor Carolyn Eslick



Sheriff Ty Trenary

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



Mayor Carolyn Eslick

Notable Events of October 2014

The Sultan report for October shows we continue to have some problems with Burglaries, Thefts of Property, Malicious Mischief and Vehicle Thefts. In looking at the numbers, you can see we've made some progress in some areas and had some issues in other areas from 2013 to 2014. Crime will always exist at some level. We've not had a spike in any crime of any significance year over year. You can see from the numbers that reported crimes go up and down with regularity.

We've had a very active group of volunteers in Sultan and the Sky Valley who have assisted in getting the word out regarding our desire to make Sultan a safe place to live, work and visit. This message likely contributes to our low crime levels relative to other cities in the area and to unincorporated Snohomish County. Our calls for service that we receive in Sultan are higher year over year and that's a good thing. It's helpful that we know what you're seeing and what is bothering you in the community. Please continue to call 911 when you see something that is illegal or needs the attention of Law Enforcement.

With the longer nights, and more hours of darkness, there is typically an increase in thefts and other crimes. We ask that you take the time to lock up your valuables and your vehicles and make sure your "motion-censor" lights are working and have good bulbs in them. For more information on this please check out our Sheriff's Office Website or just ask your local Deputy.

As you all know on the 24th of October there was a shooting at the Marysville Pilchuck High School in the City of Marysville. I responded to that incident and assisted in the reunification of the students with their parents and loved ones after the school was cleared of any ongoing threats. The response from law enforcement was enormous as there were dozens of deputies, officers and other agencies on site at the school and at the reunification site. The number of law enforcement was likely more than 60 at the school and dozens more officers at the reunification site. They came from as far away as Everett to assist in the incident.

Minutes after the Shooting was reported to 911, I asked my detective and other units from around the East Precinct to make contact with our schools in the area. Detective Hawthorne, from the Sultan office, made contact with Superintendent Dan Chaplik at the district offices here in town. He then made contact with Sultan High School just to let everyone know we were there and there was no danger to our Sultan Students.

You should know Superintendent Chaplik and I talk regularly and have had many conversations about how we would respond to an incident at our schools. We work well together. As you're aware, Sultan School District has a School Resource Officer assigned to our district. Deputy Jason Toner is very involved at the school and with guiding the students to make good decisions. If there was any

situation that put the children in danger we will respond very quickly to stop any threat and to care for the children. We're sworn to protect and to serve and we take that duty very seriously. If anyone has any general questions about the safety of your students please contact me or Deputy Toner anytime. We work for you and if you need our time, you'll get it.

Lastly, If you have students still in school, please take the time to talk with them about your values and your expectations for their behavior both before and after any incident at the school. I am available to sit down and talk with anyone who needs my time. I support your authority as a parent and believe you're the answer to many of our problems in our culture today. I have six children of my own and understand your challenges and concerns. Please let me know what I can do to help.

***Always remember that if it looks suspicious or it isn't right, please call 911!**

Our Mission is to provide safe communities through dedication and professional service.

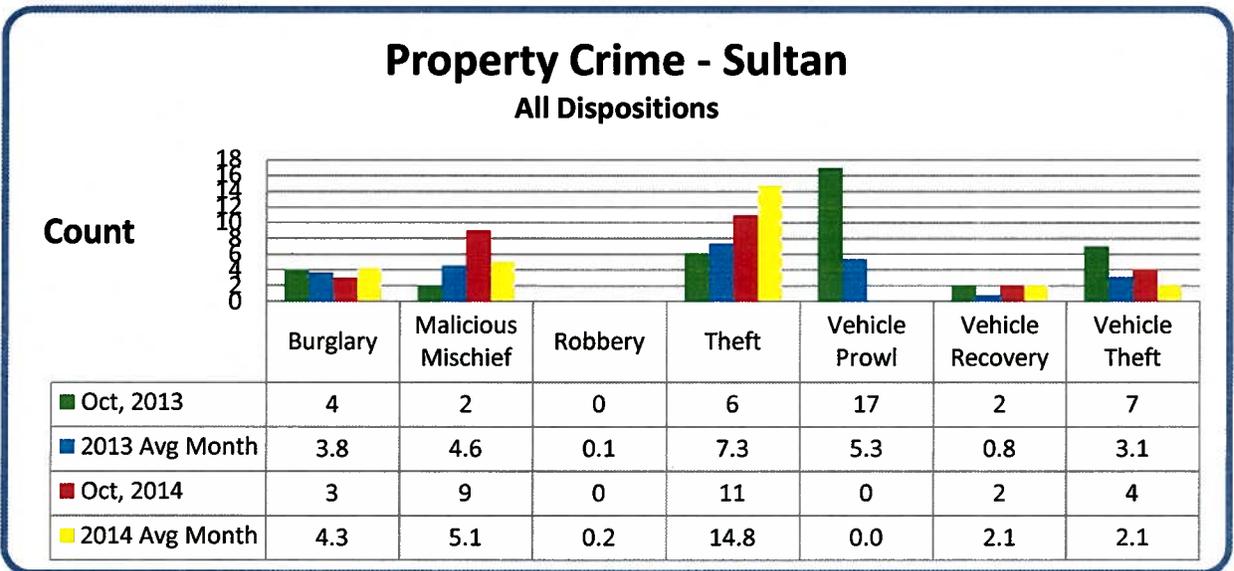
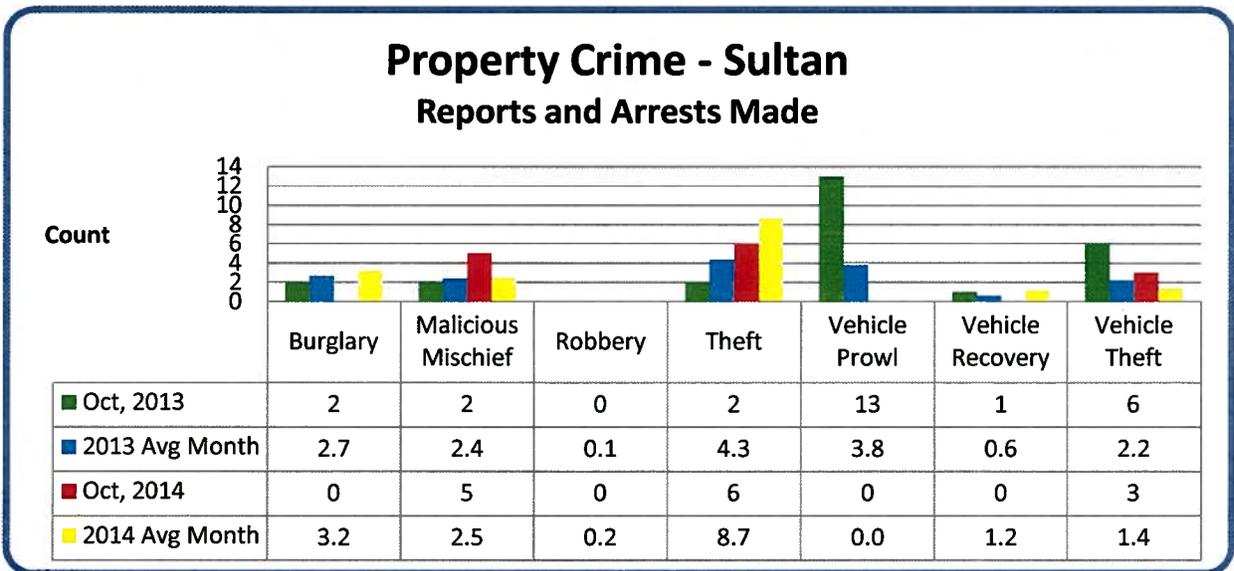
Our vision is our promise that Snohomish County will have a Sheriff's Office that is community-minded, progressive and professional.

"Community First, Public Safety Always."

Be good,

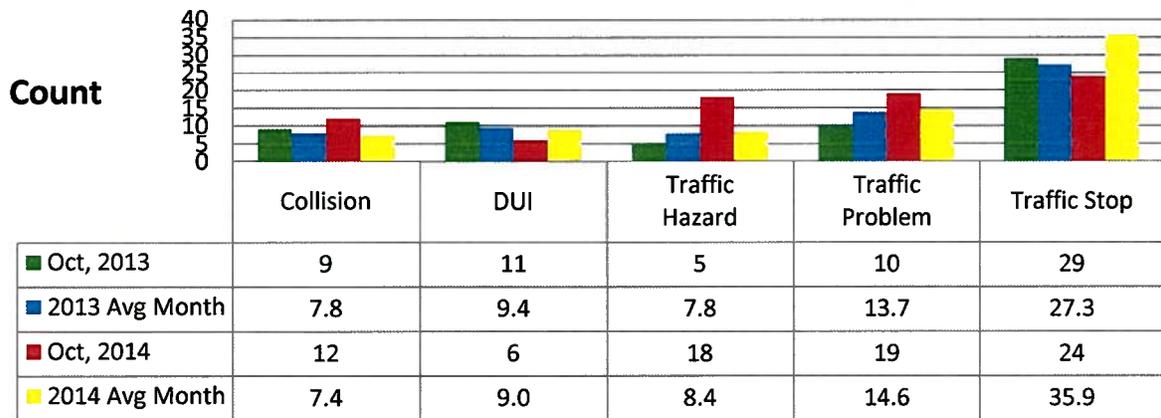
Lt. Monte Beaton

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



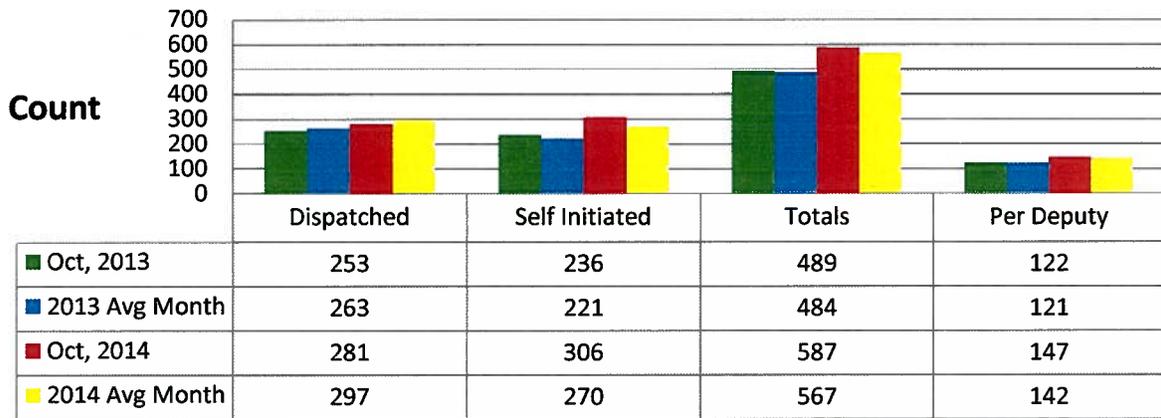
Traffic Calls - Sultan

All Dispositions



Calls By Source - Sultan

All Dispositions



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

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



**Snohomish County
Sheriff's Office**

Integrity - Dignity - Commitment - Pride

**SULTAN HIGH SCHOOL District #311
SRO Report for October 2014**

<u>Student Counseling:</u>	1 SHS
<u>Theft:</u>	
<u>Substance:</u>	
<u>Vandalism or Tagging:</u>	2 SHS
<u>Fighting/Threats:</u>	4 SHS, 2 SHS, 1 SES
<u>Welfare or Truancy Check:</u>	1 SHS, 1 SMS
<u>Traffic Emphasis</u>	10 SES, 6 GBE
<u>Custodial Issue:</u>	1 SHS, 1 SMS, 1 SES, 1 GBE
<u>C.P.S. Referral:</u>	1 SES
<u>Class Room Presentations:</u>	4 SHS
<u>Student Risk Assessments:</u>	1 SMS, 1 SES
<u>Tobacco Violations:</u>	5 SHS

Our thoughts and prayers go out to the Marysville-Pilchuck High School community. This senseless tragedy not only affected MPHS but also our local schools. The high school reevaluated its locked down and safety procedures and are working on areas that we can improve in. Teacher, parents, and staff are working on having a realistic lockdown drill to be better prepared sometime this school year.

Early in the month a fake bomb was left on the grounds of Gold Bar Elementary. This was determined to be a toy and was never a threat to any students. Again this type of incident has caused us to reevaluate our procedures and now every school in the district will have a bomb evacuation drill during the school year.

With what seems to be an increase in school violence this can be a frightening time to send our children to school. Having worked with Sultan School District Staff for close to two years, I am confident that during a crisis the school's staff, teachers, and administrators are trained and prepared to handle any situation. Myself and school staffs are committed to continually looking at our practices and procedures and ensuring that our children have the safest learning environment possible.

I had the pleasure of giving two classrooms presentations on constitutional law and police powers. Additionally Deputy Brown, from the Snohomish County Search and Rescue, spoke to the Freshman Health class on wilderness safety.

Sultan High School will send a cross country runner to the state championship. The girls' soccer team made it to the bi-district playoffs before losing in a shootout.

Next month I will continue to focus on school safety and being visible presence in our schools. Also winter sports are starting this month, so come out and support your Turk's boys and girls basketball team as well as the our wrestling team.

Respectfully,

Jason Toner

Deputy J Toner #1509

Sultan School Resource Officer

Duty Cell Phone 425-508-3904

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: SR – 2
DATE: November 20, 2014
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
- 2014 Water Meter Replacement Program
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report
- Field Supervisor Report

SUMMARY:

There are eleven total attachments. Six attachments are designed to provide information regarding the City of Sultan's water production, a water supply comparison, water meter replacement program 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.

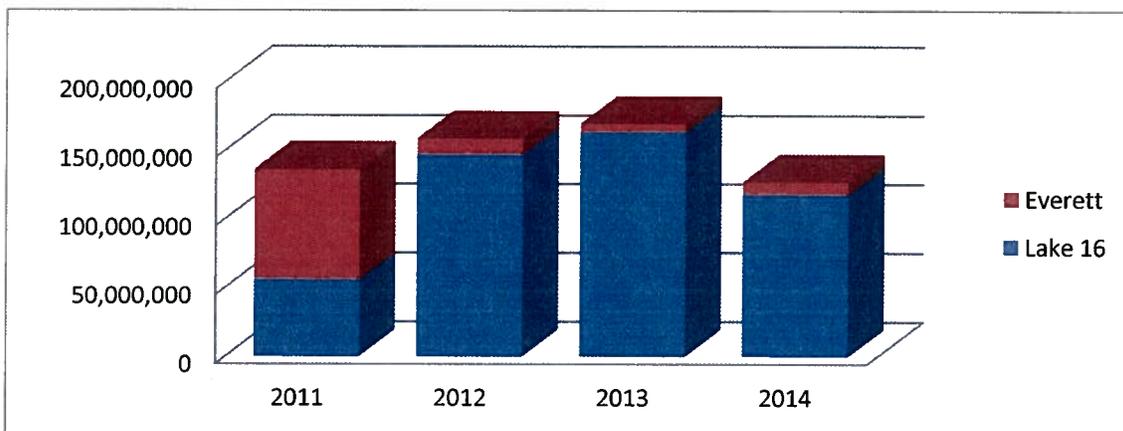
ATTACHMENTS:

Attachment A-1	Lake 16 vs. City of Everett Water Supply Comparison
Attachment A-2	Lake 16 Production for 2014
Attachment A-3	City of Sultan Water Plant Production Past 6 Years
Attachment A-4	Yearly Totals to Distribution System
Attachment A-5	2014 Water Meter Replacement Schedule
Attachment A-6	Everett Meter Readings for 2014
Attachment A-7	City of Sultan Wastewater Treatment Plant Operational Report
Attachment A-8	Garbage Report
Attachment A-9	Recycling Report
Attachment A-10	Cemetery Report
Attachment A-11	Field Supervisor Report

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2011	2012	2013	2014
Lake 16	55,707,050	146,762,070	163,185,000	117,793,000
Everett	80,360,632	11,943,316	6,154,544	9,107,648
Total Gallons	136,067,682	158,705,386	169,339,544	126,900,648
% Everett	59%	8%	4%	7%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS	SODA ASH LBS
Jan-14	319.1	13,552,000	720,000	1,271,500	663,750	10,896,750	166.0	1.4	1,643	1,390	91.0	0.0
Feb-14	271.1	11,889,000	652,800	1,085,700	585,000	9,565,500	141.0	1.0	1,784	893	65.0	0.0
Mar-14	282.6	11,968,000	681,660	1,219,700	652,500	9,414,140	130.7	1.2	1,859	1,328	77.0	0.0
Apr-14	241.6	10,739,000	585,600	1,005,300	540,000	8,608,100	102.0	1.2	1,745	922	64.0	0.0
May-14	315.7	14,191,000	758,400	1,332,000	686,250	11,414,350	134.4	1.8	1,941	1,356	85.0	1,826.5
Jun-14	313.4	14,036,000	748,800	1,203,000	641,250	11,442,950	313.6	1.8	1,241	1,161	89.0	1,415.0
Jul-14	360.0	16,632,000	864,000	1,650,000	697,500	13,420,500	159.0	1.5	1,900	2,353	120.0	1,822.0
Aug-14	342.1	15,095,000	806,400	1,328,000	686,250	12,274,350	163.0	1.5	1,143	1,880	112.0	1,928.0
Sep-14	325.6	14,458,000	777,600	1,278,000	663,750	11,738,650	162.8	1.3	1,254.00	1,911	102.0	1,860.0
Oct-14	222.8	9,691,000	604,800	979,000	528,750	7,578,450	116.0	1.1	1,287	1,394	68.0	1,636.0
Nov-14						0						
Dec-14						0						
TOTALS	2,994.0	132,251,000	7,200,060	12,352,200	6,345,000	106,353,740	1,588.5	13.8	15,797	14,588	873.0	10,487.5
AVERAGE	299.4	13,225,100	720,006	1,235,220	634,500		158.9	1.4	1,580	1,459	87.3	1,048.8

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

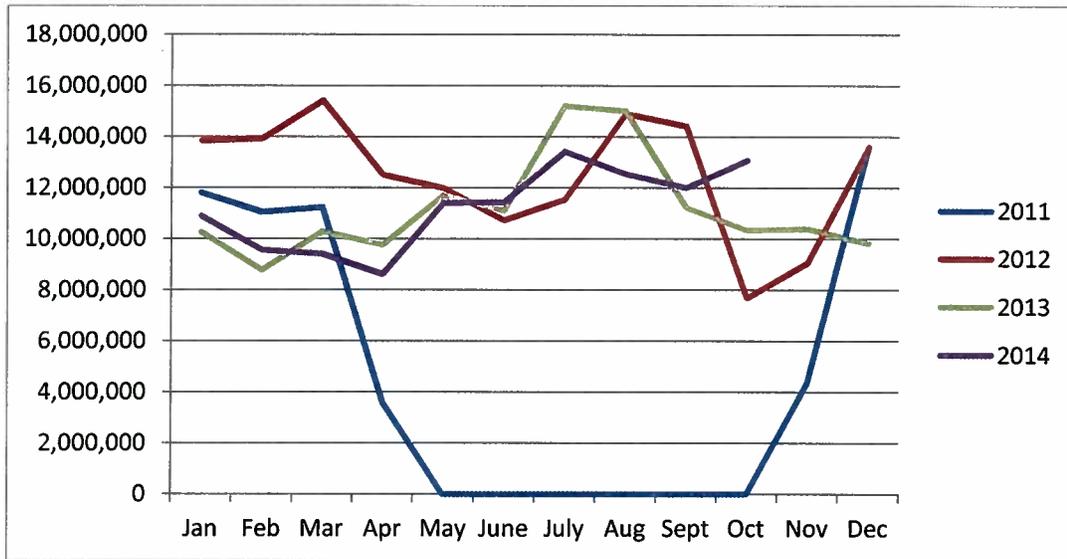
CITY OF SULTAN
Water Plant Production Past 6 years

	2009	2010	2011	2012	2013	2014
JAN	13,042,000	11,986,600	11,816,800	13,837,500	12,695,000	13,552,000
FEB	11,726,500	10,940,800	11,059,100	13,917,500	10,821,000	11,889,000
MARCH	11,707,750	12,070,300	11,246,150	15,413,700	12,453,000	11,968,000
APRIL	10,509,450	11,473,900	3,636,500	12,509,700	12,330,000	10,739,000
MAY	12,026,850	12,080,100	0	11,994,500	14,516,000	14,191,000
JUNE	14,787,200	10,055,300	0	10,721,850	13,654,000	14,036,000
JUL	19,943,900	16,291,400	0	11,536,100	18,270,000	16,632,000
AUG	16,797,000	16,332,850	0	14,897,550	16,369,000	15,095,000
SEPT	13,457,500	11,716,200	0	14,403,400	13,820,000	14,458,000
OCT	10,360,700	11,049,000	0	7,669,000	12,901,000	9,691,000
NOV	10,534,300	11,755,700	4,359,500	9,048,000	13,074,000	
DEC	12,921,100	11,397,000	13,589,000	10,813,600	12,282,000	
AVG	13,151,188	12,262,429	4,642,254	12,230,200	13,598,750	
TOTAL	157,814,250	147,149,150	55,707,050	146,762,400	163,185,000	132,251,000

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2011	2012	2013	2014
Jan	11,816,800	13,837,500	10,271,500	10,896,750
Feb	11,059,100	13,917,500	8,778,600	9,565,500
Mar	11,246,150	15,413,700	10,295,800	9,414,140
Apr	3,636,500	12,509,700	9,775,750	8,608,100
May	0	11,994,500	11,709,190	11,414,350
June	0	10,721,850	11,106,400	11,442,950
July	0	11,536,100	15,208,100	13,420,500
Aug	0	14,897,550	15,005,000	12,551,110
Sept	0	14,403,400	11,235,750	12,015,410
Oct	0	7,669,000	10,349,400	13,065,976
Nov	4,359,500	9,048,000	10,396,050	
Dec	13,589,000	13,589,000	9,823,500	
TOTAL	55,707,050	149,537,800	133,955,040	112,394,786
AVG	4,642,254	12,461,483	11,162,920	11,239,479

ALL NUMBERS ARE IN GALLONS



2014 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Beginning Balance			275
Jan-14	50	25	225
Feb-14	35	25	190
Mar-14	81	25	109
Apr-14	1	25	108
May-14	0	25	108
Jun-14	0	25	108
Jul-14	0	25	108
Aug-14	6	25	102
Sep-14	21	25	81
Oct-14	13	25	68
Nov-14		25	
Dec-14		25	
TOTAL	207	275	68

Everett Meter Readings for 2014

DATE	PREVIOUS READING	CURRENT READING	TOTAL CUBIC FEET	TOTAL GALLONS	AVERAGE PER DAY
1/3/2014	161,275	162,945	167,000	1,249,160	40,295
1/4/2014	162,945	163,120	17,500	130,900	4,223
3/6/2014	163,120	164,221	110,100	823,548	29,412
4/2/2014	164,221	165,614	139,300	1,041,964	33,612
5/5/2014	165,614	167,881	226,700	1,695,716	56,524
6/5/2014	167,881	168,070	18,900	141,372	4,560
7/9/2014	168,070	168,906	83,600	625,328	20,844
8/13/2014	168,906	170,414	150,800	1,127,984	36,387
9/5/2014	170,414	170,784	37,000	276,760	8,928
11/4/2014	170,784	175,296	451,200	3,374,976	112,499
			0	0	0
			0	0	0
TOTALS			1,402,100	10,487,708	347,284

CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2013 - 2014

MONTH	Influent Flow (Max High allowed 0.72 MGD)				Total Rainfall Inches	Effluent PH (Range allowed 6.0 - 9.0)		Biological Oxygen Demand (Range allowed 85% to 100%)	Avg Suspended Solids (Range allowed 85% to 100%)	Sludge Wasted Gallons	Hauled Wet Tons
	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)		PH Low	PH High				
Jan-13	12,675	0.409	1.093	0.237	10.3	6.1	6.6	95.0	92.4	83,787	34.82
Feb-13	8,804	0.314	0.395	0.260	5.25	6.3	6.7	96.0	93.1	72,960	35.17
Mar-13	10,701	0.345	0.485	0.27	7.09	6.2	6.5	96.6	95.5	64,315	23.23
Apr-13	11,602	0.387	0.628	0.217	11.28	6.3	6.4	97.6	97.7	58,980	23.98
May-13	9,415	0.304	0.377	0.259	4.27	6.2	6.5	98.2	98.0	79,250	35.77
Jun-13	7,892	0.263	0.341	0.234	4.61	6.2	6.5	98.5	98.4	82,452	23.23
Jul-13	6,815	0.220	0.245	0.195	0.14	6.3	6.7	98.9	98.9	99,922	18.08
Aug-13	6,484	0.209	0.278	0.189	3.13	6.4	6.7	98.8	98.5	88,730	35.58
Sep-13	7,342	0.245	0.415	0.204	10.79	6.5	6.8	98.7	99.1	72,494	24.48
Oct-13	8,320	0.268	0.397	0.226	3.2	6.3	6.7	98.4	98.5	73,875	36.92
Nov-13	10,252	0.342	0.484	0.235	10.66	6.3	6.6	97.4	97.5	61,570	25.58
Dec-13											

Jan-14	11,255	0.363	0.683	3,278.000	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											
Dec-14											

2014 GARBAGE REPORT

	2013 TONS	2013 COST	2014 TONS	2014 COST
January	141.21	\$14,830.00	154.42	\$16,216.00
February	130.45	\$13,702.00	121.97	\$12,809.00
March	140.42	\$14,750.00	147.69	\$15,509.00
April	148.68	\$15,613.00	126.11	\$13,248.00
May	153.33	\$16,103.00	161.18	\$16,930.00
June	124.58	\$13,083.00	151.83	\$15,943.00
July	126.67	\$13,301.00	142.83	\$15,001.00
August	152.30	\$15,537.00	143.13	\$15,030.00
September	147.71	\$15,512.00	155.61	\$16,233.00
October	138.09	\$14,503.00	162.67	\$17,079.00
November	130.16	\$13,671.00		
December	144.60	\$15,187.00		
TOTALS	1,678.20	\$ 175,792.00	1,467.44	\$153,998.00



**City of Sultan
Tonnage**

<u>Sector</u>	<u>Commodity</u>	<u>Jan-14</u>	<u>Feb-14</u>	<u>Mar-14</u>	<u>Apr-14</u>	<u>May-14</u>	<u>Jun-14</u>	<u>Jul-14</u>	<u>Aug-14</u>	<u>Sep-14</u>	<u>Oct-14</u>	<u>Nov-14</u>	<u>Dec-14</u>	<u>Total</u>
Commercial Multifamily Residential	Recycle	3.39	4.07	4.96	4.50	5.14	4.54	4.79	3.44	4.25	4.36	-	-	40.00
	Recycle	2.48	2.91	2.95	2.35	2.08	2.96	2.50	2.48	2.98	2.43	-	-	26.12
	Recycle	36.29	35.99	41.92	32.83	29.78	41.69	35.50	35.86	43.28	34.18	-	-	367.32
	Total Recycle	42.16	42.97	49.83	39.68	37.00	49.19	42.79	38.34	50.51	40.97	-	-	433.44
Commercial Multifamily Residential	Yardwaste	0.19	0.14	0.57	0.52	0.68	0.87	0.45	0.42	0.55	0.45	-	-	4.84
	Yardwaste	0.04	0.03	0.11	0.10	0.14	0.17	0.09	0.08	0.11	0.09	-	-	0.96
	Yardwaste	13.16	9.30	38.68	35.61	46.29	59.39	30.38	28.91	37.37	30.86	-	-	329.95
	Total Yardwaste	13.39	9.47	39.36	36.23	47.11	60.43	30.92	29.41	38.03	31.40	-	-	335.75

Customer Counts

Residential Commercial Multifamily	Recycle	1,475	1,476	1,479	1,483	1,484	1,489	1,486	1,488	1,487	1,487	-	-	14,834
	Recycle	18	18	18	18	18	18	18	19	19	19	-	-	183
	Recycle	4	4	4	4	4	4	4	4	4	4	-	-	40
Residential Commercial Multifamily	Yardwaste	314	314	314	331	346	353	353	357	348	340	-	-	3,370
	Yardwaste	3	3	3	3	3	3	3	3	3	3	-	-	30
	Yardwaste	1	1	2	2	2	2	2	2	2	2	-	-	18

**CEMETERY REPORT
BURIALS**

103 Cemetery Operating Fund

Description	2014 BUDGET	2014 ACTUAL
Revenue		
Beginning Balance	0	6,405
Cemetery Fees	25,000	19,727
Investment Interest	100	0
Total Resources	25,100	26,132
Expenditures		
Total Expenditures	23,440	18,968
Ending Fund Balance	1,660	7,164

Burials	YTD 2014
Ash	6
Full	3

These numbers are January 2014 through October 2014

SULTAN CITY COUNCIL

AGENDA ITEM

DATE: November 20, 2014
SUBJECT: Public Works Projects-Update
CONTACT PERSON: Connie Dunn, Public Works Field Supervisor

ISSUE:

The Public Works projects list and status report.

WATER:

October 23rd and 24th the Public Works crew used the Vactor Truck to install two water services at 12708 Sultan Basin Rd and 32400 132nd Street SE. Both jobs included a street crossing and crossing PSE gas mains.

Vactoring using the hydro excavation nozzle saves time, energy and working envelope to complete the job. The hydro excavated dirt was taken to the water plant because the debris was not classified as hazardous.

STORMWATER:

The City crew used the vactor truck to complete a stormwater project on the east end of Skywall Drive. For the last several years during rain events, water would pond in the cul-de-sac and would delay mail delivery to a local resident. On October 13th and 14th, the crew excavated a trench using the hydro excavation tool of the city's vactor truck. The trench was filled with washed rock and functions as a trench drain to infiltrate stormwater. The crew did an excellent job.

PARKS:

Parks are being readied for winter, with sprinkler systems being winterized and Reese Park being closed.

GARBAGE:

For the last two months, the public works department has functioned short a utility worker. Starting November 10th, the most recent addition, Riley Edwards, will start on the garbage truck.

February 2, 2015 the City will start the "Improved Garbage Collection" program of toters and automated service for residents. Commercial Accounts with dumpsters will go to Friday's ONLY. There are changes coming – public works and office staff are working together to make this transition smooth and productive.

STAFF:

Recently, the city hired Riley Edwards to join the public works staff. He is an outstanding addition to our staff and brings a number of excellent skills.

Thank you,
Connie Dunn

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-3
DATE: November 20, 2014
SUBJECT: Community Service Officer
CONTACT PERSON: Victoria Forte', Community Service Officer

STAFF RECOMMENDATION:
Receive Report, no action required

Animal Control
Code Enforcement

BACKGROUND:
Code Enforcement Report



	Sent to rescue	Euthanized	Dog at Large/ leash law violation	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA)	Domestic and Wildlife	Abandoned Animal Complaint	Bite Dogs/Cats	Cruelty/Neglect	Investigation Complaints	Cat Complaints and/or Calls	Other... i.e. horses and chickens				
January	0	0	19	3	2	1	1	0	4	0	5					
February	2	0	14	2	0	0	1	0	5	0	5					
March	0	0	13	3	0	0	1	0	0	0	5					
April	0	0	13	1	0	0	3	0	1	1	3					
May	0	0	15	5	1	0	3	0	0	0	1					
June	0	0	19	1	2	0	2	0	2	4	2					
July	0	0	16	5	1	4	1	0	3	3	4					
August	2	0	10	2	1	2	1	0	2	2	2					
September	0	0	13	3	0	1	0	0	0	3	2					
October	1	0	15	3	0	0	2	0	2	5	0					
November	4	0	5	2	1	0	0	1	2	2	5					
December																
Yearly Totals																

Project lead	Start Date	Case #	Property Address	Owner Name	Violations										1st	2nd	most recent	Final				
					Unsafe Structure, building of fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Invasive	Slight Obstruction (e.g. ROW)	Vehicle Dismantling	Accumulation of rubbish / Trash	No permit/Business License	Illegal building structure	ADU or Inhabited trailer coaches					Other			
	3.26.2012	12-423	14006 339th St SE	Wolter												x			4.3.2012	10.16.2012	1.3.2013	
	1.15.2013	14.13.300	402 5th Place	RLA Washington LLC															1.22.2013	3.18.2013	07.14.2014	
???	2.5.2013	13-305	707 Alder Ave	Jordan												x	x		2.12.2013			6.10.2014
	3.26.2013	13-317	Willow Run East	HOA															4.7.2013	4.16.2013	5.7.2013	No sign permit
Council	11.22.2011	2011-365	32821 Cascade View	Pearson		x		x											11.22.2011	11.28.2011		
Council	4.16.2013	13-321	Cemetery Road	Swezey		x													5.7.2013	5.14.2013		
	8.6.2013	13-390	Steen Park	Green			x	x											8.6.2013	9.6.2013	10.15.2013	3.25.2014
	8.12.2013	13-381	311 4th street	pending repo	X																	see 13-408
	8.20.2013	13-384	208 Skywall Drive	Beuhler			x	x											8.20.2013			see 14.282
	9.3.2013	13-386	913 Fir Ave	Fed National Mortgage	x		x	x											9.10.2013			1.7.2014
	9.30.2013	13-393	Ixtapa building	AGM Inc												x			9.30.2013	10.21.2013	4.22.2014	5.5.2014
	9.30.2013	13-394	33818 SR2	Eastate Motors Inc												x			10.4.2013	11.12.2013	11.20.2013	07.08.2014
	9.30.2013	13-395	Marcus Street duplex	Jessup		x													9.27.2013	10.21.2013		1.7.2014
	11.19.2013	13-403	912 1st Street	Rogers/pending repo				x											11.19.2013	4.22.2014	8.4.2014	
	11.19.2013	13-404	516 Stevens Ave	Turner												x			11.19.2013			1.7.2014
	12.16.2013	13-407	716 Main Street	Moats															12.17.2013	3.24.2014		4.15.2014
	12.18.2013	13-408	311 4th Street	foreclosure	x														4.2.2014	4.22.2014	5.12.2014	5.28.2014
	1.1.2014	14-400	107 Birch	Forrest		x													12.31.2013			1.6.2013
	1.7.2014	14-401	401 8th Street	rental mngmt co.												x	x	x	1.7.2014			1.13.2014
	1.7.2014	14-402	106 6th Street	Jerden															1.7.2014	3.24.2014		4.5.2014
	1.13.2014	14-403	719 Junction Lane	PennyMac Corp												x			2.18.2014	3.24.2014	8.5.2014	09.03.2014
	1.27.2014	14-404	207 Date Ave	Wiediger															2.25.2014			3.24.2014
	1.27.2014	14-405	209 Date Ave	Wiediger															2.25.2014			3.24.2014
	1.27.2014	14-406	Skywall Dirt/ROMAC	Residents															1.28.2014			2.2014
	1.27.2014	14-407	Barmon Lumber/ROMAC	Barmon												x		x	1.28.2014			2.2014

Project lead	Start Date	Case #	Property Address	Owner Name	Violations										1st	2nd	most recent	Final				
					Unsafe Structure, building of fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Invasive	Slight Obstruction (e.g. ROW)	Vehicle Dismantling	Accumulation of rubbish / Trash	No permit/Business License	Illegal building structure	ADU or Inhabited trailer coaches					Other			
	1.27.2014	14-408	32807 138th St SE	Sharp												x			2.25.2014	3.26.2014		
	1.27.2014	14-409	Skoglund	HOA															2.25.2014			3.24.2014
	1.27.2014	14-410	1115 Merea Lane	Lemke												x	x					2.2014
	1.28.2014	14-411	608 3rd Street	Midfirst Bank															2.25.2014	3.26.2014		4.22.2014
	1.13.2014	14-412	810 Pine Street	Glidewell/pending Repo															6.2.2014			7.8.2014
???	1.13.2014	14-413	406 Bell Street	Marshall		x													2.25.2014	3.10.2014		
	2.25.2014	14-414	466 Marilyn Lane	Thompson															2.25.2014	4.22.2014	07.28.2014	8.4.2014
	2.25.2014	14-415	484 Marilyn Lane	Keijsompop															2.25.2014	3.6.2014		3.24.2014
	2.18.2014	14-416	717 Junction Lane	Shisler															2.25.2014	3.25.2014		
	2.18.2014	14-417	721 Junction Lane	French															2.25.2014	3.24.2014	4.22.2014	07.22.2014
	2.18.2014	14-418	710 Murphy Lane	Whitt															2.25.2014	3.24.2014		4.07.2014
	3.11.2014	14-419	812 Dyer Rd	MCS		x	x												3.11.2014	3.25.2014	7.13.2014	
	3.11.2014	14-420	100 Birch Ave	Meadows															3.11.2014			3.25.2014
	3.24.2014	14.421	413 Cedar Ave	Lewis															3.24.2014	4.22.2014	5.5.2014	
	3.24.2014	14.422	718 Junction Lane	Haaland															3.25.2014			4.15.2014
Bob	3.24.2014	14.423	32822 132nd St SE	Wright																		
	3.24.2014	14.424	13896 Beech Court	Mariano															3.24.2014			4.15.2014
	3.24.2014	14.425	4th/Fir	Seigel															3.24.2014	4.1.2014	7.9.2014	
	3.31.2014	14.256	707 Alder Ave	Jordan															3.31.2014			4.2.2014
	4.15.2014	14.257	212 Skywall Drive	HUD															4.22.2014	7.8.2014		
	4.21.2014	14.258	219 Alder Ave	Valley															4.21.2014	4.22.2014	7.8.2014	
	4.21.2014	14.259	13014 311th Ave SE																			4.21.2014
	4.21.2014	14.260	32340 142nd Ave SE	Altisource property mngmt															5.5.2014	5.12.2014	8.25.2014	09.29.2014
	4.15.2014	14.261	Marcus Street Mobile Park	Maxwell															7.8.2014			Civil

Project lead	Start Date	Case #	Property Address	Owner Name	Issues										1st	2nd	most recent	Final
					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Fire hazard	Sight Obstruction/ROV	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal building structure	ADU's / Inhabited trailer coaches				
	4.22.2014	14.262	701 Main Street								x			x	4.22.2014			4.22.2014
	4.22.2014	14.263	810 1st Street	Johnson/Pohaku			x				x				5.5.2014	5.19.2014	6.24.2014	7.13.2014
	5.5.2014	14.264	511 Alder Avenue	Kaylor							x				5.5.2014			5.13.2014
	5.12.2014	14.265	107 10th Street	Fortier							x				5.12.2014			7.8.2014
	5.12.2014	14.266	303 4th Street	Secrest							x				5.12.2014	7.8.2014		
	5.13.2014	14.267	910 Pine Avenue	foreclosure		x	x								5.13.2014			5.19.2014
	5.13.2014	14.268	102 2nd Street/Loggers	Houvener/Moreno							x				5.13.2014	6.10.2014		7.9.2014
	5.13.2014	14.269	107 Main Street	Beahm	x						x				5.13.2014	5.28.2014	6.23.2014	
	5.13.2014	14.271	106 4th Street	Meyer				x							5.13.2014			5.19.2014
	5.13.2014	14.272	511 3rd. Street	Meyer				x							5.13.2014			5.19.2014
	5.13.2014	14.273	700 Main Street	Tran				x							5.13.2014	6.23.2014	7.9.2014	07.22.2014
	5.13.2014	14.274	Steen Park	Green/HOA			x	x							5.13.2014			6.10.2014
	5.13.2014	14.275	307 3rd Street	Cross			x	x							5.28.2014			6.10.2014
	5.13.2014	14.276	613 Alder Ave	Lopez										x	5.13.2014	6.9.2014	pending further investigation	6.10.2014
	5.20.2014	14.277	711 8th Street	Lacasse	x										5.13.2014	6.9.2014	pending further investigation	6.10.2014
	5.21.2014	14.278	802 Pine Street	Deaver		x								x	5.20.2014	6.3.2014	unfounded	6.10.2014
	5.27.2014	14.279	211 6th Street	Church			x	x							5.28.2014	7.13.2014		8.25.2014
	5.28.2014	14.280	205 Birch Avenue	HUD Home			x	x							6.2.2014	6.24.2014		7.9.2014
	5.28.2014	14.281	204 Skywall Drive	Martin			x	x							6.2.2014			
	5.28.2014	14.282	208 Skywall Drive	Buehler/repo		x	x								6.2.2014	08.05.2014		
	5.28.2014	14.283	Vacant lot Skywall Drive	Spenser			x	x							6.2.2014			6.24.2014
	5.28.2014	14.284	215 Alder Avenue	Safe Guard Properties							x				6.2.2014			7.8.2014
	5.28.2014	14.285	406 Date Street	Hendrickson			x	x							6.2.2014	6.11.2014		6.24.2014

Project lead	Start Date	Case #	Property Address	Owner Name	Issues										1st	2nd	most recent	Final
					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Fire hazard	Sight Obstruction/ROV	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal building structure	ADU's / Inhabited trailer coaches				
	5.28.2014	14.286	401 8th Street	rental mngmt Co.				x							6.2.2014			08.05.2014
	5.28.2014	14.287	310 Main Street	Robbins			x	x							6.2.2014	6.17.2014	7.8.2014	8.4.2014
	5.28.2014	14.288	511 Main Street	Kreps				x							6.2.2014	6.10.2014		7.9.2014
	5.28.2014	14.289	312 Date Street	Larson				x							6.2.2014			8.4.2014
	5.28.2014	14.290	810 Pine Street	Mortgage Cont. Services							x				6.2.2014			7.9.2014
	5.28.2014	14.291	107 Ash Avenue	Hazel		x	x								6.2.2014			6.23.2014
	5.28.2014	14.292	111 3rd Street	Kohl					x						6.2.2014			7.8.2014
	5.28.2014	14.293	107 5th Street	Chittick						x					6.2.2014			6.3.2014
	5.28.2014	14.294	vacant lot 10th Street	Clark Family Trust		x	x								6.2.2014			8.4.2014
	5.28.2014	14.295	932 Perkins Way	Osterkamp				x							6.3.2014			7.9.2014
	5.28.2014	14.296	926 Bryant Road	Kesler		x									6.3.2014			08.04.2014
	5.28.2014	14.297	Skoglund Estates	Management Co.			x	x							6.3.2014			7.8.2014
	5.28.2014	14.298	Cascade View Ball Park	City of Sultan		x	x								5.28.2014			6.10.2014
	5.28.2014	14.299	405 High Street	Mason		x				x	x				6.2.2014	11.4.2014		
	5.28.2014	14.300	706 Salmon Run	Waltman				x	x						6.3.2014			08.05.2014
	5.28.2014	14.301	704 Salmon Run	Robertson							x				6.16.2014			
	6.3.2014	14.302	1215 Loves Hill Drive	Hemingway				x							6.3.2014			
	6.3.2014	14.303	108 8th Street	Federal National				x							6.3.2014			7.8.2014
	5.28.2014	14.304	602 Walnut Ave	Blair							x				6.3.2014			6.3.2014
	6.3.2014	14.305	714 Depot Lane	Holmes			x	vehicle moved							6.3.2014			6.16.2014
	6.3.2014	14.306	718 Depot Lane	Miller			x	preparing for sale							6.3.2014	6.10.2014		6.16.2014

Project lead	Start Date	Case #	Property Address	Owner Name	Diagonal Headers										1st	2nd	most recent	Final
					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Fire hazard	Sight Obstruction/ROW case	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal building structure	ADU or Inhabited trailer coaches				
	6.3.2014	14.307	1220 Loves Hill Drive	Gutierrez				x							6.3.2014			8.4.2014
	6.3.2014	14.308	406 3RD Street	Baird				x							6.3.2014			
	6.3.2014	14.309	716 Date Street	Nelson				x							6.3.2014			
	6.3.2014	14.310	Date Street Condo ROW	HOA				x							6.3.2014			6.9.2014
	6.9.2014	14.311	511 7th Street	Bielstein				x							6.9.2014			
	6.10.2014	14.312	802 Main Street	McLean							x				6.10.2014	6.16.2014		10.15.2014
	6.10.2014	14.313	SR2 and Rice Road Lot	Noyes							x			x				unfounded
	6.10.2014	14.314	1064th Street	Meyer				x							6.10.2014			6.16.2014
	6.10.2014	14.315	503 Lois Lane	pending repo	x		x	x										
	6.10.2014	14.316	407 High Avenue	Buchanan									x		6.10.2014	6.23.2014	8.5.2014	08.26.2014
	6.23.2014	14.317	409 Alder Avenue	US National Bank	x	x	x								7.9.2014			8.4.2014
	6.23.2014	14.318	202 Birch Avenue	Methodist Church						x					6.24.2014			08.26.2014
	6.24.2014	14.319	1054 5th Street	repo				x							6.24.2014	07.01.2014		10.13.2014
	6.24.2014	14.32	304 Woodwind Place	Allen														Fence permit OK
	6.24.2014	14.321	13974 Cedar Court	Woods							x				8.11.2014			10.13.2014
	6.24.2014	14.322	14511 Sultan Basin Road	Houvenier									x		8.11.2014		not lived in	08.11.2014
	6.24.2014	14.323	704 & 706 Alder Avenue	Gurbax/Sarbjit				x							6.24.2014			10.13.2014
	07.21.2014	14.324	201 8th Street	Burke							x	fence			7.28.2014			
	07.21.2014	14.325	1119 Dyer Road	Finch							x	fence			7.28.2014			
	07.22.2014	14.326	1019 Merea Lane	Andersson							x	deck			8.12.2014			
	07.22.2014	14.327	32821 Cascade View	Pearson				x							08.11.2014	seasonal	pending	

Project lead	Start Date	Case #	Property Address	Owner Name	Diagonal Headers										1st	2nd	most recent	Final
					Unsafe Structure, building or fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Fire hazard	Sight Obstruction/ROW case	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal building structure	Inhabited trailer coaches				
	8.4.2014	14.328	1114 Loves Hill Drive	Safe Guard Properties				x							8.4.2014			
	8.5.2014	14.329	1115 Merea Lane	Lemke								x	setbacks		08.25.2014			
	8.5.2014	14.33	308 Cedar	Olson								x			8.13.2014			
	8.5.2014	14.331	Post Office	City of Sultan				x							8.5.2014			8.11.2014
	8.5.2014	14.332	410 Main Street	Same Investment Co LLC				x							8.5.2014	8.11.2014		10.06.2014
	8.5.2014	14.333	602 Fir Ave	Broughton								x			8.11.2014			8.25.2014
	8.5.2014	14.334	925 Loves Hill Drive/easement	Scheving				x										unfounded
	8.25.2014	14.335	215 Birch Street	Zacksher								x			08.25.2014			
	09.16.2014	14.336	711 8th Street	Young	x	x						x						
	09.16.2014	14.337	721 Depot Lane	Spott								x						
	09.16.2014	14.338	12817 311th Avenue									x						
	09.16.2014	14.339	28083200206100	Birge								x	x	x	10.13.2014			
	09.16.2014	14.340	325 Marcus Street	Gessup				x	x						09.16.2014			10.13.2014
Cyd	09.23.2014	14.341	302 3rd Street									x	x					
	09.23.2014	14.342	617 Main Street	Fox										x	11.4.2014			
	09.23.2014	14.343	705 Main Street	Moreno										x	11.4.2014			
	09.29.2014	14.344	317 SR2	City of Sultan										dead tree	09.30.2014			
	9.29.2014	14.345	101 Birch Avenue	Phillips							roof	x						
	09.29.2014	14.346	407 High Avenue	Buchanan							x				11.4.2014			
	09.30.2014	14.347	12915 311th Avenue	Durham							roof	x						
	10.13.2014	14.348	701 Main Street	Crisswell														
	10.13.2014	14.349	943 Walbrun Road		x									x				

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: PH-1

DATE: November 20, 2014

SUBJECT: Capital Project Budget

CONTACT PERSON: Mick Matheson, Public Works Director



ISSUE:

The issue before the Council is the 2015-2016 budget for capital improvements.

SUMMARY:

Attached is a copy of the 2015-16 proposed Capital Budget Projects. The proposed projects include:

2015-2016 CAPITAL PROJECTS	
Street & Transportation Improvements	
Street chip seal project	\$12,000.00
5th Street Design (US2 to Main)	\$30,000.00
5th Street Reconstruction (US2 to Main)	\$230,000.00
Date Avenue Design (4th Street to 5th Place)	\$32,000.00
Date Avenue Reconstruction (4th Street to 5th Place)	\$240,000.00
3rd Street Repair	\$6,500.00
Timber Ridge Street Repair Design	\$30,000.00
Timber Ridge Street Repair Construction & CM	\$286,000.00
Sultan River Bridge Design	\$200,000.00
Sultan River Bridge Construction & CM	\$3,400,000.00
Sultan Basin Road RPM's	\$1,000.00
1st Street Speed Cushions	\$3,000.00
Water System Improvements	
Gohr Road Water Main Design	\$19,000.00
Gohr Road Water Main Construction & CM	\$83,000.00
Booster Pump Station Upgrade Design	\$259,000.00
Booster Pump Station Upgrade Construction	\$1,184,500.00
135th Street SE Water Main Design	\$23,000.00
135th Street SE Water Main Construction & CM	\$101,000.00
Date Avenue (4th Street to 5th Place) Design	\$11,500.00
Date Avenue (4th Street to 5th Place) Construction & CM	\$88,000.00
Roof Over Blowers at Water Treatment Plant	\$10,000.00
Rebuild Upflow Clarifier	\$65,000.00
Sultan River Bridge Water Design	\$24,000.00
Sultan River Bridge Water Construction & CM	\$174,000.00
PRV #1 Replacement Design	\$7,500.00
PRV #1 Replacement	\$75,000.00
Everett Intertie Improvements	\$40,000.00

Sewer System Improvements	
Lift Station Upgrade Design	\$184,000.00
Lift Station Upgrade	\$612,000.00
I & I Program	\$30,000.00
Date Avenue Sewer Design (4 th Street to 5 th Place)	\$11,000.00
Date Avenue Sewer Construction (4 th Street to 5 th Place)	\$86,000.00
WWTP EC2-EC4	\$278,000.00
Mixer Replacement	\$100,000.00
Rotary Fine Screen Replacement	\$80,000.00
De-Gritter Replacement	\$80,000.00
Sultan River Bridge Sewer Design	\$36,000.00
Sultan River Bridge Sewer Construction	\$249,000.00
Park Improvements	
Sultan River Trail (River Park to Osprey Park) Design	\$75,000.00
Sultan River Trail (River Park to Osprey Park) Land Purchase	\$324,000.00
Storm Water Improvements	
Dyer Rd Culvert Replacement	\$400,000.00
2015-2016 TOTAL EXPENDITURES	(\$9,180,000.00)

STREET AND TRANSPORTATION IMPROVEMENTS

Street chip seal project

A street will be selected for the City's annual chip seal project. This project will be funded using Snohomish County PUD funds from the sale of City land and easements.

5th Street Design & Reconstruction (US2 to Main Street)

This project is contingent on receiving a grant from the Transportation Improvement Board. The City has pledged a ten percent (10%) match.

Date Avenue Reconstruction (4th Street to 150 feet east of 5th Place)

This project is contingent on receiving a grant from the Transportation Improvement Board. The City has pledged a ten percent (10%) match.

3rd Street Repair

This project is proposed to be funded using Snohomish County PUD funds from the sale of City land and easements.

Timber Ridge

This project involves repairing the cul-de-sac and drainage system on 141st Street SE and is proposed to be funded using the maintenance bond forfeited from the bonding company.

Sultan River Pedestrian Bridge

The design is 60 percent complete with construction planned for 2015 and 2016, contingent on receiving construction funding. The design of the transportation related bridge improvements is grant funded through a legislative proviso and the Surface Transportation Program. Construction is currently unfunded.

Sultan Basin Road Raised Pavement Markers (RPM's)

This project is planned to add raised pavement markers to the centerline striping on the recently completed Sultan Basin Road Overlay project. The project is proposed to be funded using Snohomish County PUD funds from the sale of City land and easements.

1st Street Speed Cushions

This project is planned for 2015 and will be funded using Snohomish County PUD funds from the sale of City land and easements.

WATER SYSTEM IMPROVEMENTS

Gohr Road Water Main

This project is contingent on receiving a Community Development Block Grant. The City has pledged a \$25,000 match using Water Capital Funds.

Booster Pump House Upgrade

The design and construction of the Booster Pump House Upgrade include the replacement of pumps, the electrical system, generator, and pump house structure. The City is working with Trane and RH2 Engineering, with the project to be funded using proceeds from the Water Bond obtained in 2014.

135th Street SE Water Main

This project is contingent on receiving a Community Development Block Grant. The City has pledged a \$30,000 match using Water Capital Funds.

Date Avenue Water Main (4th Street to 150 feet east of 5th Place)

This project is contingent on receiving a grant for the street reconstruction from the Transportation Improvement Board. The water main will be replaced using Water Capital Funds.

Roof Over Blowers at Water Treatment Plant

This project will be constructed by Public Works staff and will be funded using Water Capital Funds.

Rebuild Upflow Clarifier

This project will be funded using Water Capital Funds.

Sultan River Pedestrian Bridge Water Design & Construction

The design is currently 60 percent complete. The remaining design of the water element of the bridge will be funded using Water Capital Funds. The construction element is currently unfunded and will require a grant or a loan.

PRV No. 1 Station Replacement

The design and construction of PRV No. 1 are proposed to be funded using Water Capital Funds.

Everett Intertie Upgrade

The design is complete and Public Works staff will be constructing the upgrade. The construction will be funded using Water Capital Funds.

Water Capital Fund

The following projects are proposed to be funded using City Water Capital Funds:

Gohr Road Water Main CDBG Matching Funds	\$25,000
135th Street Water Main CDBG Matching Funds	\$30,000
Date Avenue Water Main Design	\$11,500
Date Avenue Water Main Construction & CM	\$88,000
Roof Over Blowers at Water Treatment Plant	\$10,000
Rebuild Upflow Clarifier	\$65,000
Sultan River Bridge Water Design	\$24,000
PRV No. 1 Design & Construction	\$82,500
Everett Intertie Upgrade Construction	\$40,000
Total	\$727,000

The following funds are currently available:

400 – Water Operating Fund	\$356,280
405 – Water Reserve Fund	\$423,964
409 – Water System Improvements Fund	\$498

To provide adequate funding for the capital projects, staff is proposing the following:

- The Water Operating Fund for 2015 has a \$52,171 shortfall therefore leaving an available beginning fund balance of \$304,108. Staff is proposing to leave \$200,000 in the Water Operating Fund leaving \$104,108 available to be transferred Fund 409 (Water System Improvements Fund).
- The Water Reserve Fund has an available balance of \$423,964. Staff is proposing to leave \$150,000 in the Reserve Fund and to transfer \$273,964 to Fund 409 (Water System Improvements Fund).
- After the proposed transfers, the Water System Improvement Fund will have a balance of \$415,569.

Proposed funds after transfers:

400 –Water Operating Fund	\$200,000
405 – Water Reserve Fund	\$150,00
409 – Water System Improvements Fund	\$415,569

The \$415,569 in Fund 409 is adequate to fund the proposed capital improvements of \$376,000. Please note that revenues from timber sales from the City's watershed or Water System General Facilities charges for new connections were not factored into the analysis to be conservative.

SEWER SYSTEM IMPROVEMENTS

Lift Station Upgrade

Approximately \$60,000 towards the design is proposed to be funded using Sewer Capital Funds. The balance of the design (approximately \$124,000) will be funded using proceeds from the Sewer Bond obtained in 2014. A portion of the construction will be funded using proceeds from the Sewer Bond with the balance funded through a grant. This project is tied to the Sultan River Bridge Construction and is contingent on receiving a \$3.4 million dollar grant for the bridge construction.

Infiltration and Inflow Study

This project is proposed to be funded using Sewer Capital Funds.

Date Avenue Sewer Main (4th Street to 150 feet east of 5th Place)

This project is contingent on receiving a grant for the street reconstruction from the Transportation Improvement Board. The sewer main will be replaced using Sewer Capital Funds.

Wastewater Treatment Plant Energy Conservation Measures 2, 3, and 4

The City has applied for a \$196,000 Energy Conservation grant and is working with Trane and Gray & Osborne to construct Energy Conservation Measures 2, 3, and 4 at the Wastewater Treatment Plant. If the City receives the grant, we have committed a \$82,000 match which will be funded using Sewer Capital Funds.

Wastewater Treatment Plant Oxidation Ditch Mixer Replacement

This project is to replace the oxidation ditch mixer at the Wastewater Treatment Plant. It is being funded by an Operating Transfer Out to Fund 407 (Sewer System Improvement Fund).

Wastewater Treatment Plant Rotary Fine Screen Replacement

This project is to replace the rotary fine screen at the Wastewater Treatment Plant. It is proposed to be funded using Sewer Capital Funds.

Wastewater Treatment Plant De-Gritter Replacement

This project is to replace the de-gritter at the Wastewater Treatment Plant. It will only move forward in 2015 if it is funded using grant proceeds.

Sultan River Pedestrian Bridge Sewer Design & Construction

The design is currently 60 percent complete. The remaining design of the sewer element of the bridge will be funded using Sewer Capital Funds. The construction element is currently unfunded and will require a grant or a loan.

Sewer Capital Fund

The following projects are proposed to be funded using City Sewer Capital Funds:

Lift Station Design Upgrade	\$60,000
Infiltration & Inflow Study	\$30,000
Date Avenue Sewer Design	\$11,000
Date Avenue Sewer Construction & CM	\$86,000
WWTP ECM 2, 3, and 4 (City Match)	\$82,000
Mixer Replacement	\$100,000
Rotary Fine Screen Replacement	\$80,000
Sultan Bridge Sewer Design	\$36,000
Total	\$485,000

The following funds are currently available:

401 – Sewer Operating Fund	\$551,103
404 – Sewer Reserve Fund	\$135,804
407 – Sewer System Improvement Fund	\$68,976

To provide adequate funding for the capital projects, staff is proposing the following:

- Transfer \$351,103 from the Sewer Operating Fund to Fund 407 (Sewer System Improvement Fund) leaving a \$200,000 balance in the operating fund.
- Transfer \$35,804 from the Sewer Reserve Fund to the Sewer System Improvement Fund leaving \$100,000 in the Sewer Reserve Fund.
- There is an Operating Transfer Out to Fund 407 (Sewer System Improvement Fund) of \$100,000 specifically for the Mixer Replacement Project.

Proposed funds after transfers:

401 –Sewer Operating Fund	\$200,000
404 – Sewer Reserve Fund	\$100,000
407 – Sewer System Improvement Fund	\$486,907

The \$486,907 in Fund 407 is adequate to fund the proposed capital improvements of \$485,000. Please note that Sewer System General Facilities charges for new sewer connections were not factored into the analysis to be conservative

PARK IMPROVEMENTS

Sultan River Trail (River Park to Osprey Park) Design

The design of the trail running parallel with the Sultan River from River Park to Osprey Park is proposed to be funded with Park Impact Fees

Sultan River Trail (River Park to Osprey Park) Land Purchase

The purchase of the property for the trail running parallel with the Sultan River from River Park to Osprey Park is proposed to be funded with an RCO grant.

STORM WATER SYSTEM IMPROVEMENTS

Dyer Road Culvert Replacement

The design is 90 percent complete. Construction is currently unfunded, and the City is seeking grants complete the project.

CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Public Hearing PH 1.2

DATE: November 20, 2014

SUBJECT: Public Hearing – 2015 Budget – Other General Funds

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is to hold a public hearing on the proposed 2015 Budget. There are several special revenue and reserve funds included in the budget. Some of the funds are “stand alone” funds and others are support funds for the operating budgets.

100 General Fund Contingency

In 2006 the City established a General Fund Contingency and General Fund Reserve Fund with the intent of providing an emergency fund. The intent of the funds is to provide reserves for unexpected events or emergencies.

RCW 35A.33.145 provides that “the total amount accumulated in such fund at any time shall not exceed the equivalent of thirty-seven and one-half cents per thousand dollars of assessed valuation of property within the city at such time”. The current assessed value of the property for 2015 is \$26,822,644 (estimate). This currently limits the amount allowed to be accumulated in the fund to \$122,558.

Transfers are completed as part of the annual closeout process provided excess funds are available for transfer from the General Fund. The city will transfer funds from the PUD property sale into the contingency fund. General Fund Contingency will be fully funded in 2015.

**100 GENERAL FUND
CONTINGENCY**

Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
100-000-308-80-000	Beginning Fund Balance	42,455	55,508	55,642	65,760	115,760
100-000-361-11-000	Investment Interest	53	134	118	0	-
100-000-397-40-400	Operating Transfer In	13,000	0	10,000	50,000	6,798
	Total Revenue	55,508	55,642	65,760	115,760	122,558

Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
100-100597-60-000	Operating Transfer Out	0	0	0	0	-
	Total Expense	0	0	0	0	0
	Ending Fund Balance	55,508	55,642	65,760	115,760	122,558

109 Community Improvement Fund

The Community Improvement Fund is used to track revenues and expenditures for community oriented programs and improvements. The City partners with the School District and Volunteers of America to operate and fund the Safe Stop program. The City will contribute \$1,500 in 2015 from Criminal Justice Special programs funds.

109 COMMUNITY IMPROVEMENT

Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
109-000-308-80-000	Beginning Fund Balance	3,731	4,293	254,205	150,000	7,000
109-000-336-06-260	CJ Special Prog - Safe Sto	1,293	1,334	1,421	1,500	1,500
109-000-361-11-000	Investment Interest	5	612	323	0	-
109-000-397-10-100	Operating Transfer In	0	250,000	0	0	-
	Total Revenue	5,030	256,239	255,949	151,500	8,500
Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
109-109-594-90-640	Capital Outlay	0	790	104,190	144,310	7,000
109-109-571-10-310	Supply - Safe Stop	737	1,244	283	1,500	1,500
	Total Expense	737	2,034	104,473	145,810	8,500
	Ending Fund Balance	4,293	254,205	151,476	5,690	0

113 BUILDING MAINTENANCE AND REPAIR FUND

The City of Sultan owns, operates and maintains a variety of buildings housing government and non-profit organizations. City facilities include city hall, public works field and food bank, public works shop, police station, post office, and visitor information center.

To provide funding for ordinary maintenance, the city council increased the utility tax allocated to the Building Maintenance Fund. The receives approximately \$14,000 in utility taxes. It covers anticipated normal, routine maintenance expenditures of approximately \$14,000. The annual expenditures include fire protection inspections, HVAC inspections, elevator maintenance and inspection, labor and industries inspections, light bulb replacements, etc.

113 BUILDING MAINTENANCE

Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
113-000-308-80-000	Beginning Fund Balance	63,217	26,914	11,357	4,000	36,600
113-000-316-41-000	Utility Tax - Electrical	3,325	7,719	7,873	8,000	8,000
113-000-316-43-000	Utility Tax - Gas	1,292	1,394	1,763	2,000	2,000
113-000-316-47-000	Utility Tax - Telephone	2,031	4,594	3,314	4,000	3,500
113-000-361-11-000	Investment Interest	58	42	80	100	-
113-000-397-40-400	Operating Transfer In	0	0	78,502	66,502	-
	Total Revenues	69,923	40,663	102,889	84,602	50,100
Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
113-113-518-30-100	Salary and Wages	4,540	3,363	13,354	8,655	8,845
113-113-518-30-200	Benefits	2,045	1,094	4,857	3,512	4,107
113-113-518-30-310	Operating Supply	1,486	2,444	23,050	500	1,550
113-113518-30-410	Professional Service	2,377	3,461	0	0	-
113-113518-30-480	Repair and Maintenance	10,042	10,500	6,429	5,300	9,000
113-113594-00-620	Capital - Buildings	22,519	2,347	7,003	48,502	24,000
	Total Expenditures	43,009	23,209	54,693	66,469	47,502
	Ending Balance	26,914	17,453	48,196	18,133	2,598

114 Information Technology (IT) Fund

In 2009, the city began the process of standardizing computers and servers in all city departments. The information technology fund was created to track the cost of information technology services. Revenues are provided from interfund transfers from the operating budget. Funds have been set aside in the 2015 budget purchase computers for the Council.

114 INFORMATION TECHNOLOGY FUND

Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
114-000-308-80-000	Beginning Fund Balance	20,277	18,769	8,479	0	-
114-000-361-11-000	Investment Interest	32	20	5	0	-
114-000-397-50-500	Operating Transfer In	41,552	44,118	44,494	46,100	64,100
	Total Revenue	61,861	62,907	52,978	46,100	64,100

Account	Description	2011 Actual	2012 Actual	2013 Actual	2014 Adopted	2015 Proposed
114-114-518-80-310	Operating Supply	0	268	1,502	1,500	1,500
114-114-518-80-410	Professional Service	10,731	43,513	33,329	15,000	35,000
114-114-518-80-480	Repair and Maintenance	10,068	0	12,855	21,000	5,000
114-114-594-80-640	Capital - Equipment	22,293	10,648	2,751	5,000	15,000
	Total Expense	43,092	54,429	50,437	42,500	56,500
		18,769	8,479	2,541	3,600	7,600

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Public Hearing PH 2

DATE: November 20, 2014

SUBJECT: 2014 Budget Amendments

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:
The issue before the Council is to hold a public hearing on proposed budget amendments to the 2014 Budget.

SUMMARY STATEMENT:
Staff recommends the following amendments to the funds:

Fund	Revenue Increase	Expenditures Increase
001 General Fund	\$45,655	\$62,469
104 Equipment Reserve	\$2,000	\$58,620
112 Park Impact	\$20,000	\$20,000
113 Building Maintenance	\$8,000	\$20,500
115 Insurance Claim	\$11,825	\$11,443
207 LID Bond	\$0	\$2,000
303 Street Construction	\$735,299	\$632,455
305 Park Improvement	\$337,030	\$337,030
401 Sewer Operating	\$91,000	\$85,000
403 Water/Sewer Bond	2,981,720	\$10,198
633 Treasurers Trust	\$137,000	\$137,000

001 General Fund

The city increase building permit revenues in 2014. The increase in expenditures is due to legal fees to settle pending litigation.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning fund balance	\$0	\$33,655	\$33,655
Revenues	\$1,624,630	\$1,636,630	\$12,000
Total Fund Revenue	\$1,624,630	\$1,670,285	\$45,655
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Expense	\$1,607,816	\$1,670,285	\$62,469
Total Fund Expenditures	\$1,607,816	\$1,670,285	\$62,469

104 Equipment Reserve Fund

The Council authorized the purchase of a Vactor truck in the amount \$101,565 in 2014. The original budget included a transfer of funds for the future purchase of the garbage truck and vactor truck in 2015.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning fund balance	\$433,065	\$433,065	\$0
Operating Transfer In	\$93,400	\$95,400	\$2,000
Total Fund Revenue	\$526,465	\$528,465	\$2,000
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Capital Expense	\$469,065	\$527,685	\$58,650
Total Fund Expenditures	\$469,065	\$527,685	\$58,650

112 Park Impact Fee Fund

The City received a Conservation Futures Grant in the amount of \$324,600 for acquisition of park property for a trail. The city has incurred expenses for the title searches and appraisals for the properties. It is anticipated that reimburse will be received in 2015.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning fund balance	\$0	\$20,000	\$20,000
Total Fund Revenue	\$0	\$20,000	\$20,000
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Transfers Out to 305	\$0	\$20,000	\$20,000
Total Fund Expenditures	\$0	\$20,000	\$20,000

113 Building Maintenance Fund

The Building Maintenance fund is used for minor repairs and routine maintenance of city buildings. As buildings age additional repairs become necessary. In 2014, the city had building issue at the City Hall in the HVAC system and the Police Station generator.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning fund balance	\$0	\$8,000	\$8,000
Taxes	\$14,100	14,100	\$0
Operating Transfer In	\$66,502	\$66,502	0
Total Fund Revenue	\$80,602	\$88,602	\$8,000
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Op/Maint/Capital	\$66,469	\$86,969	\$20,500
Total Fund Expenditures	\$66,469	\$86,969	\$20,500

115 Insurance Claim Fund

The Insurance Claim fund is used to track insurance claims filed by the city for damage to city property or equipment. The adopted budget does not anticipate claims during the year.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning fund balance	\$0	\$0	\$0
Insurance Recovery	\$0	\$11,825	\$11,825
Total Fund Revenue	\$0	\$11,825	\$11,825
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Prof/Capital	\$0	\$11,443	\$11,443
Total Fund Expenditures	\$0	\$11,443	\$11,443

207 LID Bond Fund:

The LID Bond Fund is used to make payments on the bonds issued for LID 97-1. Several LID have been paid in full and the release of liens have been filed.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning Balance	\$0	\$0	\$0
Payments on Assess.	\$318,900	\$318,900	\$0
Total Fund Revenue	\$318,900	\$318,900	\$0
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Bond Payments	\$294,278	\$294,278	\$0
Professional Service	\$0	\$2,000	\$2,000
Total Fund Expenditures	\$294,278	\$296,278	\$2,000

305 Park Improvement Fund

The City received a Conservation Futures Grant in the amount of \$324,600 for acquisition of park property for a trail. The city has incurred expenses for the title searches and appraisals for the properties. It is anticipated that reimburse will be received in 2015.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Conservation Futures	\$0	\$324,600	\$324,600
Operating Transfers In	\$7,570	\$20,000	\$12,430
Total Fund Revenue	\$7,570	\$344,600	\$337,030
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Capital Expense	\$7,570	\$344,600	\$337,030
Total Fund Expenditures	\$7,750	\$344,600	\$337,030

401 Sewer Operating Fund

In June 2014, the city purchased the property adjacent to the Wastewater Treatment Plant for future expansion of the facility.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning Balance	\$0	\$91,000	\$91,000
Revenues	\$1,291,412	\$1,291,412	\$0
Total Fund Revenue	\$1,291,412	\$1,382,412	\$91,000
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Expense	\$1,296,722	\$1,296,722	\$0
Capital	\$0	\$85,000	\$85,000
Total Fund Expenditures	\$1,296,722	\$1,381,722	\$85,000

403 Water/Sewer Revenue Bonds

The city issued water/sewer revenue bonds in 2014 to cover the cost of system improvements and the Water booster pump and sewer lift station.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Bond Proceeds	\$0	\$2,981,720	\$2,981,720
Transfer In	\$100,100	\$100,100	\$0
Total Fund Revenue	\$100,100	\$3,081,820	\$2,981,720
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Bond Payments	\$125,230	\$125,230	\$0
Professional Service	\$302	\$10,500	\$10,198
Transfer Out to Capital	\$0	\$2,751,837	\$2,751,837
Total Fund Expenditures	\$125,532	\$2,887,567	\$2,897,765

303 Street Improvement Fund

The Sultan Basin Road Overlay project reimbursement and some expense carried over into 2014. There were also additional expenditures for the 4th and High Street projects

Revenue	Original Budget	Amended Budget	Increase/Decrease
Grants	\$1,939,935	\$2,375,234	\$435,299
Transfer In	\$0	\$300,000	\$300,000
Total Fund Revenue	\$1,939,935	\$2,675,234	\$735,299
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Capital Projects	\$1,937,935	\$2,570,390	\$632,455
Total Fund Expenditures	\$1,937,935	\$2,570,390	\$632,455

633 Treasurer's Trust Fund

The City received funds from PUD for the sale of property and easements. The moneys were placed into the Treasurer's Trust pending a decision by the Council on the use of the funds. The balance of the funds will be transferred to the Building Maintenance fund, Street Improvement fund and General Fund Contingency.

Revenue	Original Budget	Amended Budget	Increase/Decrease
Beginning Fund Balance	\$0	\$137,000	\$137,000
Total Fund Revenue	\$0	\$137,000	\$137,000
Expenditure	Original Budget	Amended Budget	Increase/Decrease
Transfer Out	\$0	\$137,000	\$137,000
Total Fund Expenditures	\$0	\$137,000	\$137,000

Utility fund surplus:

Staff also recommends that any surplus funds in the Water, Sewer, Garbage and Storm operating funds be transferred to the reserve funds. In accordance with RCW 35.37.020 surplus in utility funds must be transferred to the general fund unless the legislative body finds the money necessary for certain utility fund purpose. The total amount of transfer will be determined during the year end closeout process.

RECOMMENDATION:

Close the public hearing on the 2014 Budget Amendments.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: November 20, 2014
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director



SUMMARY:

Attached are the minutes of the November 6, 2014 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – November 6, 2014

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

CHANGES/ADDITIONS TO THE AGENDA:

Consent: Add excused absence of Councilmember Davenport-Smith

PRESENTATIONS:**Business Spotlight – Sky Valley Childcare/Preschool - Rita McDonald**

The issue before the Council is to recognize Sky Valley Child Care/Pre-School as the City of Sultan's Business Spotlight for November 2014. Sky Valley Child Care/Pre School is located at 603 7th Street in Sultan and owned by Rita MacDonald.

Rita Fleming MacDonald grew up on a 110 acre dairy farm between Sultan and Monroe. She started Sky Valley Child Care/Pre School in 1982 as a means to stay home with her children, Adam, Chelsea, Keith and her nephew Jordan. Rita's average day begins at 4:40 AM when she starts to welcome clients and their children into her home. Over the next few hours, Rita effortlessly gets school age children and younger children ready for their day by getting them dressed and feeding them breakfast. Pre-School starts about 9:30. The objective of Rita's Pre-School is to foster the joy of learning and to prepare children for Kindergarten. Her curriculum has her early learners engaged in a variety of social, physical, and academic activities. At 4:00 the parents begin picking up their children; nearly a 12 hour day for Rita.

Right now Rita has 12 children and 17 families that she rotates throughout the week. After working for 32 years, Rita sees herself retired in 5 – 6 years and feels she has accomplished a lot. "It doesn't get better than this, teaching kids", Rita commented. "The most important thing to teach a child is self worth and respect of others and I think I've accomplished that".

Mayor Eslick presented a Certificate of Appreciation to Rita.

Naslund: Read e-mail from Elizabeth Emmons advising she was glad to see the city honoring Rita. She has been a great provider for her children and the community.

Volunteer Spotlight – Turk's Youth Baseball

The Volunteer Spotlight is the Turks Youth Baseball and the many contributions the members have made to Sultan's Osprey and Reese Parks. Turks Youth Baseball formed in 2013. There are 8 board members with the mission to bring baseball to the community and strengthen the community bond between youth athletes and the community and build a "Feeder Program" for Sultan High School. In 2014, Turks Youth Baseball expected 60 kids to sign up, and had 106 sign up. They had 8 teams including a Girls Softball Team.

The board rolled up their sleeves and began grooming Osprey and Reese Park's Baseball Fields to accommodate almost double the sign-ups they expected. The fields in both parks needed a lot of tender loving care, so they did weeding, mowing, setting new base posts, dragged the fields, moved benches, tore down the mound at Osprey Park and built a new one, tilled and graded at Osprey Park and Reese Park. They weed wacked black berries, brought in 6 truckloads of crushed rock for the outside of the field and back stop at Reese Park, then they graded it out. One Friday night someone vandalized Reese Park by driving on the field doing donuts with their car or truck. Turks Youth Baseball got there before the Saturday game and repaired the field just in time for the pitcher's first throw.

Turks Youth Baseball welcomes members between the ages of 4–14 from Stevens Pass to Everett. This year they expect 160 – 200 signups and with that many players on the fields, their biggest challenge and main concern is still the condition of the fields and field availability. With only two fields it's very challenging to schedule all the teams.

CITY OF SULTAN COUNCIL MEETING – November 6, 2014

In 2015 Turks Youth Baseball plans to reestablish new dirt on the Osprey Park field, turn the second grass field at Reese Park into a 60' baseline field with a dirt infield and dugouts. This will provide a 3rd field to help with scheduling. Turks Youth Baseball hopes to work more in the future to strengthen the bond between the community youth, the City and the community by working together getting the fields in shape and safer. By building this bond we'll all have something to be proud of and have pride in our community.

The Board thanked the Council for honoring them. The goal is to work with the kids and build a team they can be proud of. Mayor Eslick presented a Certificate of Appreciation.

COMMENTS FROM THE PUBLIC:

Gerry Gibson: Letter received regarding the Comprehensive Plan update.

Kay George: WH Pacific contract extension – this is not a grant it is a loan in the form of a grant. It will have to be paid back if the project is not completed. Ratepayers were unfairly charged for the engineering. Should not borrow funds for engineering.

COUNCILMEMBER COMMENTS

McCarty: Task force would like to have an event every month. Cleanups will continue on Saturdays.

Neigel: Community Transit will have a fare increase of \$.25. It is still the cheapest transit system in the state. Sunday service and expanded routes are coming.

Naslund: The state has adopted new requirements for graduation, which could lead to an increase in the number of students that don't graduate.

Beeler: Thanked Councilmember Neigel for being on the CT board. It is important to have a voice for the valley. Asked about money for a grant needing to be repaid? (Ken Walker all federal grants must be repaid if the project is not completed within 10 years of engineer plan completion). Understands the concerns about spending money. Gibson brings up a good point – but he is wrong that the council does not listen – they may not agree but they do listen.

Mayor Eslick: The city received an application for a marijuana production license was on East Main Street. Everett Community college advisory board has new program for kids to help get a high school diploma

Ken Walker, City Administrator: WHPacific is an extension of the contract to extend the time only; Comprehensive Plan – there is some ambiguity from the state side – the conflicting time frames have caused problems. Staff is working with Dept. of Commerce bring an ordinance to the council addressing the comprehensive plan issues.

HEARINGS:

- 1) 2015 Budget – General and Public Works Funds (minutes under separate report).

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 Beeler, seconded by Councilmember Seehuus, the consent agenda was approved as amended. McCarty – aye, abstain on vouchers; Seehuus – aye; Walker – aye; Neigel – aye; Naslund – aye; Beeler - aye.

- 1) Approval of the October 23, 2014 Council Meeting Minutes
- 2) Approval of the October 23, 2014 2015 Tax Levy Public Hearing minutes
- 3) Approval of Vouchers in the amount of \$500,366.51 and payroll through October 24, 2014 in the amount of \$57,580.33 to be drawn and paid on the proper accounts.
- 4) Adoption of Ordinance 1203-14 – 2015 Tax Levy
- 5) Adoption of Ordinance 1204-14 – 2015 Police Bond Levy
- 6) Excused absence of Councilmember Davenport-Smith

CITY OF SULTAN COUNCIL MEETING – November 6, 2014**ACTION ITEMS:****CDBG Funding Applications**

Snohomish County Community Development Block Grant (CDBG) called for grant proposals for the 2015 funding round for Public Facilities and Infrastructure Projects. City staff is seeking Council approval to submit two grant applications:

1. Construct approximately 750 lineal feet of a new 8-inch ductile iron water line and three services on 135th Street SE (Wisteria) between 4th Street and Gohr Road.
2. Replace approximately 500 lineal feet of existing 4-inch asbestos cement main in Gohr Road with an 8-inch ductile iron water main and three services.

Preliminary design and construction costs were estimated using the 2011 Water System Plan data. The estimated cost for water main design and construction for the 135th Street SE project is \$124,000 and \$102,000 on Gohr Road. There is no match requirement on this grant program; however, staff is recommending a \$30,000 match on the 135th Street SE Project and a \$25,000 match on the Gohr Road Project. This will provide more leverage for the City to receive a higher score. If funded, the matching funds will come out of the 2015 Public Works Proposed Water Capital Funds.

On a motion by Councilmember Beeler, seconded by Councilmember Walker, staff was directed to submit applications for two Snohomish County CDBG grants and to provide for the match in the 2015 Budget. All ayes.

WH Pacific Contract Extension – Pedestrian Bridge Project

The issue before the council is to authorize the Mayor to sign Supplemental Agreement Number 3 with WHPacific Inc. (WHP) to extend the contract completion date from December 31, 2014 to December 31, 2015. Council authorized the Mayor to sign the original contract on October 25, 2012 to authorize proceeding with surveying the Sultan River while the river level was low, and preparing an Area of Potential Effects (APE) Plan. Supplemental Agreement Number 1 authorized engineering design and planning services for the Alternative Analysis/Preliminary design of a new Pedestrian and Bicycle Bridge over the Sultan River upstream of the existing US2 Bridge. This preliminary design task included preparation of an Alternatives Analysis, with a recommendation for final design.

After receiving feedback from WSDOT, Washington State Department of Fish & Wildlife, and the City, WHPacific recommended Alternative Alignment #6 – An eight (8) span concrete girder bridge, which will be constructed over the top of the existing sewage lift station. This is the least expensive of the alternatives examined, yet meets all of the key design elements.

On September 12, 2012, the Council authorized the Mayor to sign Supplemental Agreement Number 2 to provide engineering services for the design plans (60, 90, 100%), Specifications, and Estimate (PS&E) of a Pedestrian and Bicycle Bridge and corresponding sanitary sewer and water utilities, upstream of the existing US 2 Bridge over the Sultan River.

At this point, the design plans are 60% complete and design is proceeding steadily. Supplemental Agreement Number 3 extends the contract duration a year from December 31, 2014 to December 31, 2015.

On a motion by Councilmember Beeler, seconded by Councilmember Neigel, the Mayor was authorized to sign Supplemental Agreement Number 3 with WHPacific Inc. to extend contract completion date from December 31, 2014 to December 31, 2015. All ayes.

Drug Task Force Interlocal Agreement

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

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The Snohomish Regional Drug Gang Task Force (SRDGTF) is a multi agency task force made up of twenty Snohomish County municipalities, five Indian tribes, Washington State Patrol and Snohomish County service organizations. The task force focus is investigating and documenting high volume drug dealers in and around Snohomish County and supporting local police agency's investigations. Sultan has been a partner with SRDGTF since its inception in 1986. Sultan's assessment is \$1,233 to the SRDGTF and is included in the 2014 Budget. The funds are paid out of the General fund.

On a motion by Councilmember Neigel, seconded by Councilmember Seehuus, the Mayor was authorized to sign the Drug task Force Interlocal with Snohomish County. All ayes.

DISCUSSION ITEMS:**Trane Project Update**

The City is contracted with Trane for an upgrade to the City's Water Booster Pump Station (BPS) and three Energy Conservation Measures at the Wastewater Treatment Plant (WWTP). The following is project update synopsis.

- From May through July, the City, RH2, Gray and Osborne, and Trane (the Team) worked together to develop a scope of work and design drawings for both the BPS and the WWTP that would allow for the longest term solution for the City's potable water requirements and for the WWTP needs.
- Final "30%" drawings were approved at the end of July to utilize for bid documents and to obtain guaranteed maximum cost and guaranteed savings for both systems.
- Trane issued RFQ's immediately following the City's approval.
- Unfortunately at bid day, only one contractor showed. Trane believes this is due to changing market conditions and timing of the contractor pre-bid walk through.
- Trane in turn contacted several contractors to gain interest in the projects.
- Trane re-walked two additional contractors a few days after the original pre-bid walk through.
- Bids were received from Contractors for both the WWTP Project as well as the BPS project on August 18th. We received (2) mechanical bids, (2) electrical bids, and (1) integration bid.
- Trane evaluated the bids and put together the open book pricing to review with the City on August 27. Unfortunately, the bids came in higher than budget on the BPS (and possibly the WWTP too), therefore in advance of meeting with the City, Trane met with RH2 and the contractors to discuss where there may be some opportunity to cut cost.
- Trane and RH2 developed a list of Value Engineering Options to discuss with the City while reviewing the open book pricing.
- August 27th Trane and RH2 met with the City to review these items. We discussed the potential Value Engineering options as well as the bidding environment. During that meeting, it was decided we should re-bid during the winter months when things typically slow down for contractors to potentially receive more competitive pricing. It was also decided we should revise the scope to include some of the VE options and invite additional contractors to bid the project.
- The WWTP grant application was submitted to the Department of Commerce on September 17th. The grant was submitted with a 0.5/1 leverage ratio after City Council approval.
- Department of Commerce announced that due to the high volume of applicants, the evaluation period would be 8-10 weeks. We expect Commerce to announce the awardees in late November to mid-December.
- Trane suggested that when we re-bid the BPS, we should also re-bid the WWTP to ensure we are getting best cost.

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- Trane and RH2 are working to revise the bid package which will in turn be released as an RFQ in early December to acquire new (hopefully lower) pricing.
- Trane will require bids to be returned in early January.
- We will re-evaluate the pricing and meet with the City in mid to late January to discuss next steps from there.

Discussion:

Amount over budget; payment for work done to date; city must pay for investment grade audit; purpose is to control cost; change scope of project to meet budget.

PUBLIC COMMENTS

Kay George: The city paid for engineering on the plant and did not proceed with project. The city needs the utility lines but not the bridge and projects should not be tied together. Ratepayers will have to pay for both and pay back the grant for the bridge.

COUNCIL RESPONSE TO COMMENTS

McCarty: On investments, some go off before there is money for them. State has less money now. May have to put on the project on the back burner and ratepayers will have to spend money.

Adjournment: On a motion by Councilmember Naslund, seconded by Councilmember Walker, the meeting adjourned at 8:40 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: November 20, 2014
SUBJECT: Voucher Approval - 2014
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$489,980.28 and payroll through November 7, 2014 in the amount of \$46,022.54 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$536,002.82

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
November 20, 2014**

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described hereon, and that the claim is just, due and an unpaid obligation against the City of Sultan, and that I am authorized to authenticate and certify to said claim.

Laura J. Koenig, Clerk/Deputy Finance Director

We, the undersigned City Council of Sultan Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the claims are approved for payment in the following amounts:

Payroll Check #29913-14	\$ 3,268.12
Direct Deposit #23	\$ 25,399.21
Benefits Check #29911	\$ 5,710.66
Tax Deposit #22	\$ 11,644.55
Accounts Payable Checks #29915-57	\$ 489,980.28
ACH Transactions - DOR	\$
 TOTAL	 \$ 536,002.82

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: 11/14/2014 - 11:01 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
29915	11/20/2014	agsupply	AG Supply Co	225.38	0
29916	11/20/2014	amtest	AM Test	210.00	0
29917	11/20/2014	Aramark	Aramark Uniform Services - AUS We	346.62	0
29918	11/20/2014	App	Associated Petroleum Products Inc	1,376.50	0
29919	11/20/2014	Badget	Badger Meter Inc	80.84	0
29920	11/20/2014	JBarns	James Barns	250.00	0
29921	11/20/2014	blueline	Blueline	24,522.50	0
29922	11/20/2014	CaeFence	Cascade Fence Co Inc.	2,258.88	0
29923	11/20/2014	CaeFence	Cascade Fence Co Inc.	5,239.95	0
29924	11/20/2014	choice	Choice Gutter	2,725.00	0
29925	11/20/2014	Comecast	Comecast	941.34	0
29926	11/20/2014	Corin	Correctional Industries	212.35	0
29927	11/20/2014	Costco	Costco	607.20	0
29928	11/20/2014	dsquare	D-Square Energy Systems Inc	308.97	0
29929	11/20/2014	dnr	Department of Natural Resources	119.41	0
29930	11/20/2014	EvDC	Evergreen District Court	688.18	0
29931	11/20/2014	ExpressP	Express Employment Professionals	1,890.60	0
29932	11/20/2014	Eylander	Eylanders Sales & Service Inc	435.27	0
29933	11/20/2014	Frontier	Frontier	598.11	0
29934	11/20/2014	HDSupply	HD Supply Waterworks	4,445.93	0
29935	11/20/2014	HoneyB	Honey Bucket	98.45	0
29936	11/20/2014	Kenyon	Kenyon Disend PLLC	5,169.51	0
29937	11/20/2014	Napa	Monroe Parts House	798.51	0
29938	11/20/2014	NatBar	National Barricade Co, LLC	1,975.38	0
29939	11/20/2014	OfcDepot	Office Depot	108.05	0
29940	11/20/2014	Pitney	Pitney Bowes	520.99	0
29941	11/20/2014	platt	Platt	150.18	0
29942	11/20/2014	PUD 1	PUD	3,153.74	0
29943	11/20/2014	PSE	Puget Sound Energy	233.26	0
29944	11/20/2014	QBS	QualityBusinesss Systems	47.92	0
29945	11/20/2014	Railroad	Railroad Management Company III, L	160.78	0
29946	11/20/2014	AllWaste	Republic Services	12,178.08	0
29947	11/20/2014	Sea	Sea-Alaska Industrial Electric, Inc.	2,102.02	0
29948	11/20/2014	SCpubwor	Snohomish County Finance	17,079.00	0
29949	11/20/2014	Snopac	Snopac	5,124.71	0
29950	11/20/2014	SoundPub	Sound Publishing Inc	37.13	0
29951	11/20/2014	SRVConst	SRV Construction Inc.	28,798.46	0
29952	11/20/2014	SRVConst	SRV Construction Inc.	349,162.46	0
29953	11/20/2014	USBank	US Bank	32.00	0
29954	11/20/2014	BluBook	USA Blue Book	131.34	0
29955	11/20/2014	UULC	Utilities Underground Location Center	18.48	0
29956	11/20/2014	WH	WH Pacific	14,756.80	0
29957	11/20/2014	WLJ	White Lightning Janitorial	660.00	0
Check Total:				489,980.28	

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 11/12/2014 - 11:33AM
Batch: 1-11-2014
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
11/14/2014	0	001	Laura Koenig	1,924.77
11/14/2014	0	004	Donna Murphy	1,341.37
11/14/2014	0	007	Julie Addington	1,421.78
11/14/2014	0	010	Cynthia Sparks	1,500.83
11/14/2014	0	011	Janice Mann	1,122.96
11/14/2014	0	013	Rosemary Murphy	1,113.70
11/14/2014	0	015	Kenneth Walker	2,231.04
11/14/2014	0	016	Stacy MacGregor	1,480.63
11/14/2014	0	019	Michael Matheson	2,696.32
11/14/2014	0	020	Connie Dunn	1,936.99
11/14/2014	0	025	John Harris	1,908.10
11/14/2014	0	028	Todd Strom	1,558.21
11/14/2014	0	049	Victoria Forte	719.17
11/14/2014	0	072	Carolyn Eslick	461.75
11/14/2014	0	120	Matthew Wood	1,684.29
11/14/2014	0	121	Jason Strauss	1,834.77
11/14/2014	0	125	Riley Edwards	462.53
Total Employees:			17	Total: 25,399.21

Payroll

Computer Check Register

User: julie.addington
Printed: 11/12/2014 - 11:21AM
Batch: 00001-11-2014 Computer



Check No	Check Date	Employee Information	Amount
29913	11/14/2014	024 Michael Williams	1,761.40
29914	11/14/2014	029 James Barns	1,506.72
Total Number of Employees: 2		Total for Payroll Check Run:	3,268.12

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
29911	11/06/2014	GENERAL FUND	PERS Payable	Department of Retirement	390.51
29911	11/06/2014	STREET FUND	PERS Payable	Department of Retirement	106.97
29911	11/06/2014	CEMETERY FUND	PERS Payable	Department of Retirement	15.49
29911	11/06/2014	GENERAL FUND	PERS Payable	Department of Retirement	87.77
29911	11/06/2014	GENERAL FUND	PERS Payable	Department of Retirement	47.65
29911	11/06/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	23.01
29911	11/06/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	545.77
29911	11/06/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	473.16
29911	11/06/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	243.74
29911	11/06/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	142.62
29911	11/06/2014	GENERAL FUND	PERS Payable	Department of Retirement	731.07
29911	11/06/2014	STREET FUND	PERS Payable	Department of Retirement	200.19
29911	11/06/2014	CEMETERY FUND	PERS Payable	Department of Retirement	29.01
29911	11/06/2014	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	43.11
29911	11/06/2014	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,021.58
29911	11/06/2014	UTILITY SEWER FUND	PERS Payable	Department of Retirement	885.81
29911	11/06/2014	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	456.20
29911	11/06/2014	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	267.00
29912	11/06/2014	UTILITY WATER FUND	Communication	USPS	226.04
29912	11/06/2014	UTILITY SEWER FUND	Communication	USPS	226.05
29912	11/06/2014	UTILITY GARBAGE FUND	Communication	USPS	226.04
29912	11/06/2014	STORMWATER UTILITY FUND	Communication	USPS	75.35
29915	11/20/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	32.57
29915	11/20/2014	STORMWATER UTILITY FUND	Operating Supplies	AG Supply Co	24.97
29915	11/20/2014	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	5.42
29915	11/20/2014	UTILITY WATER FUND	Operating Supply	AG Supply Co	2.81
29915	11/20/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	24.40
29915	11/20/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	52.11
29915	11/20/2014	GENERAL FUND	Office/Operating Supplies	AG Supply Co	1.73
29915	11/20/2014	UTILITY WATER FUND	Vehicle Repair	AG Supply Co	81.37
29916	11/20/2014	UTILITY SEWER FUND	Miscellaneous	AM Test	70.00
29916	11/20/2014	UTILITY WATER FUND	Water - Testing	AM Test	140.00
29917	11/20/2014	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	0.83
29917	11/20/2014	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	3.87
29917	11/20/2014	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	0.79
29917	11/20/2014	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	3.69
29917	11/20/2014	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	3.69
29917	11/20/2014	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	3.42

29917	11/20/2014	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	10.04
29917	11/20/2014	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	10.03
29917	11/20/2014	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	1.24
29917	11/20/2014	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	10.52
29917	11/20/2014	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	9.76
29917	11/20/2014	STREET FUND	Uniforms	Aramark Uniform Services	2.26
29917	11/20/2014	GENERAL FUND	Uniforms	Aramark Uniform Services	2.25
29918	11/20/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	798.16
29918	11/20/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	97.43
29918	11/20/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	367.05
29918	11/20/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	24.02
29918	11/20/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	24.03
29918	11/20/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	24.02
29918	11/20/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	24.99
29918	11/20/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	3.05
29918	11/20/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	11.49
29918	11/20/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.76
29918	11/20/2014	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.75
29918	11/20/2014	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.75
29918	11/20/2014	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.75
29919	11/20/2014	UTILITY WATER FUND	Miscellaneous	Badger Meter Inc	80.84
29920	11/20/2014	GENERAL FUND	Uniforms	James Barns	15.23
29920	11/20/2014	STREET FUND	Uniforms	James Barns	26.60
29920	11/20/2014	UTILITY WATER FUND	Uniforms	James Barns	4.85
29920	11/20/2014	UTILITY SEWER FUND	Uniforms	James Barns	2.38
29920	11/20/2014	UTILITY GARBAGE FUND	Uniforms	James Barns	189.29
29920	11/20/2014	STORMWATER UTILITY FUND	Uniforms	James Barns	11.65
29921	11/20/2014	STREET IMPROVEMENT FUND	High Ave Project	BlueLine	11,028.25
29921	11/20/2014	STREET IMPROVEMENT FUND	4th Street Project	BlueLine	13,494.25
29922	11/20/2014	INSURANCE CLAIMS FUND	Capital Outlay	Cascade Fence Co Inc.	2,258.88
29923	11/20/2014	INSURANCE CLAIMS FUND	Capital Outlay	Cascade Fence Co Inc.	5,239.95
29924	11/20/2014	UTILITY SEWER FUND	Capital - Buildings	Choice Gutter	2,725.00
29925	11/20/2014	GENERAL FUND	Communication	Comcast	235.29
29925	11/20/2014	UTILITY WATER FUND	Communication	Comcast	117.65
29925	11/20/2014	UTILITY SEWER FUND	Communication	Comcast	117.64
29925	11/20/2014	UTILITY GARBAGE FUND	Communication	Comcast	117.65
29925	11/20/2014	GENERAL FUND	Communication	Comcast	27.47
29925	11/20/2014	UTILITY WATER FUND	Communication	Comcast	18.32
29925	11/20/2014	UTILITY SEWER FUND	Communication	Comcast	18.31
29925	11/20/2014	UTILITY GARBAGE FUND	Communication	Comcast	18.31
29925	11/20/2014	STREET FUND	Communication	Comcast	9.16
29925	11/20/2014	STREET FUND	Communication	Comcast	52.31
29925	11/20/2014	UTILITY WATER FUND	Communication	Comcast	52.31

29925	11/20/2014	UTILITY SEWER FUND	Communication	Comcast	52.30
29925	11/20/2014	UTILITY GARBAGE FUND	Communication	Comcast	52.31
29925	11/20/2014	STORMWATER UTILITY FUND	Communication	Comcast	52.31
29926	11/20/2014	GENERAL FUND	Communication	Correctional Industries	212.35
29927	11/20/2014	UTILITY GARBAGE FUND	Office Supplies	Costco	11.29
29927	11/20/2014	UTILITY SEWER FUND	Office Supplies	Costco	11.29
29927	11/20/2014	UTILITY WATER FUND	Office Supplies	Costco	11.29
29927	11/20/2014	STREET FUND	Office/Operating Supplies	Costco	11.29
29927	11/20/2014	GENERAL FUND	Office/Operating Supplies	Costco	45.15
29927	11/20/2014	UTILITY GARBAGE FUND	Office Supplies	Costco	64.61
29927	11/20/2014	UTILITY SEWER FUND	Office Supplies	Costco	64.61
29927	11/20/2014	UTILITY WATER FUND	Office Supplies	Costco	64.61
29927	11/20/2014	STREET FUND	Office/Operating Supplies	Costco	64.62
29927	11/20/2014	GENERAL FUND	Office/Operating Supplies	Costco	258.44
29928	11/20/2014	UTILITY SEWER FUND	Repair and Maintenance	D-Square Energy Systems Inc	308.97
29929	11/20/2014	UTILITY WATER FUND	Miscellaneous	Department of Natural Resources	119.41
29930	11/20/2014	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	688.18
29931	11/20/2014	UTILITY SEWER FUND	Repair and Maintenance	Express Employment Professionals	854.88
29931	11/20/2014	UTILITY GARBAGE FUND	Repair and Maintenance	Express Employment Professionals	526.08
29931	11/20/2014	UTILITY GARBAGE FUND	Repair and Maintenance	Express Employment Professionals	509.64
29932	11/20/2014	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	435.27
29933	11/20/2014	UTILITY WATER FUND	Communication	Frontier	118.99
29933	11/20/2014	GENERAL FUND	Communication	Frontier	48.16
29933	11/20/2014	STREET FUND	Communication	Frontier	48.16
29933	11/20/2014	UTILITY WATER FUND	Communication	Frontier	48.17
29933	11/20/2014	UTILITY SEWER FUND	Communication	Frontier	48.16
29933	11/20/2014	UTILITY GARBAGE FUND	Communication	Frontier	48.16
29933	11/20/2014	UTILITY SEWER FUND	Communication	Frontier	238.31
29934	11/20/2014	UTILITY WATER FUND	Operating Supply	HD Supply Waterworks	4,445.93
29935	11/20/2014	UTILITY SEWER FUND	Rentals	Honey Bucket	113.45
29935	11/20/2014	UTILITY SEWER FUND	Rentals	Honey Bucket	-15.00
29936	11/20/2014	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	5,169.51
29937	11/20/2014	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	8.84
29937	11/20/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	8.84
29937	11/20/2014	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	8.84
29937	11/20/2014	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Monroe Parts House	8.82
29937	11/20/2014	GENERAL FUND	Vehicle Operation/Maintenance	Monroe Parts House	126.12
29937	11/20/2014	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	624.47
29937	11/20/2014	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	12.58
29938	11/20/2014	UTILITY WATER FUND	Small Tools/Minor Equipment	National Barricade Co, LLC	1,975.38
29939	11/20/2014	UTILITY WATER FUND	Office Supplies	Office Depot	13.51
29939	11/20/2014	UTILITY SEWER FUND	Office Supplies	Office Depot	13.50

29939	11/20/2014	UTILITY GARBAGE FUND	Office Supplies	Office Depot	13.51
29939	11/20/2014	STREET FUND	Office Supplies	Office Depot	13.51
29939	11/20/2014	GENERAL FUND	Office/Operating Supplies	Office Depot	54.02
29940	11/20/2014	GENERAL FUND	Communication	Pitney Bowes	182.35
29940	11/20/2014	GENERAL FUND	Communication	Pitney Bowes	78.15
29940	11/20/2014	STREET FUND	Communication	Pitney Bowes	65.12
29940	11/20/2014	UTILITY WATER FUND	Communication	Pitney Bowes	65.12
29940	11/20/2014	UTILITY SEWER FUND	Communication	Pitney Bowes	65.13
29940	11/20/2014	UTILITY GARBAGE FUND	Communication	Pitney Bowes	65.12
29941	11/20/2014	STREET FUND	Office/Operating Supplies	Platt	163.84
29941	11/20/2014	STREET FUND	Office/Operating Supplies	Platt	-15.66
29942	11/20/2014	STREET FUND	Utilities	PUD	3,153.74
29943	11/20/2014	GENERAL FUND	Utilities	Puget Sound Energy	21.91
29943	11/20/2014	STREET FUND	Utilities	Puget Sound Energy	4.38
29943	11/20/2014	UTILITY WATER FUND	Utilities	Puget Sound Energy	4.38
29943	11/20/2014	UTILITY SEWER FUND	Utilities	Puget Sound Energy	4.39
29943	11/20/2014	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	4.38
29943	11/20/2014	GENERAL FUND	Utilities	Puget Sound Energy	4.38
29943	11/20/2014	STREET FUND	Utilities	Puget Sound Energy	20.72
29943	11/20/2014	UTILITY WATER FUND	Utilities	Puget Sound Energy	20.72
29943	11/20/2014	UTILITY SEWER FUND	Utilities	Puget Sound Energy	20.72
29943	11/20/2014	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	20.72
29943	11/20/2014	GENERAL FUND	Utilities	Puget Sound Energy	45.18
29943	11/20/2014	GENERAL FUND	Utilities	Puget Sound Energy	61.38
29944	11/20/2014	GENERAL FUND	Office/Operating Supplies	QualityBusiness Systems	9.58
29944	11/20/2014	STREET FUND	Office Supplies	QualityBusiness Systems	9.59
29944	11/20/2014	UTILITY WATER FUND	Office Supplies	QualityBusiness Systems	9.58
29944	11/20/2014	UTILITY SEWER FUND	Office Supplies	QualityBusiness Systems	9.59
29944	11/20/2014	UTILITY GARBAGE FUND	Office Supplies	QualityBusiness Systems	9.58
29945	11/20/2014	UTILITY WATER FUND	Rentals	Railroad Management Company III, LLC	160.78
29946	11/20/2014	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Republic Services	12,178.08
29947	11/20/2014	UTILITY SEWER FUND	Repair and Maintenance	Sea-Alaska Industrial Electric, Inc.	796.42
29947	11/20/2014	UTILITY SEWER FUND	Repair and Maintenance	Sea-Alaska Industrial Electric, Inc.	1,305.60
29948	11/20/2014	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Snohomish County Finance	17,079.00
29949	11/20/2014	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	5,124.71
29950	11/20/2014	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	37.13
29951	11/20/2014	STREET IMPROVEMENT FUND	Alder Avenue Project	SRV Construction Inc.	28,798.46
29952	11/20/2014	STREET IMPROVEMENT FUND	High Ave Project	SRV Construction Inc.	349,162.46
29953	11/20/2014	GENERAL FUND	Bank Fees	US Bank	32.00
29954	11/20/2014	UTILITY SEWER FUND	Operating Supplies	USA Blue Book	131.34
29955	11/20/2014	UTILITY WATER FUND	Miscellaneous	Utilities Underground Location Center	9.24
29955	11/20/2014	UTILITY SEWER FUND	Miscellaneous	Utilities Underground Location Center	9.24

29956	11/20/2014	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific	14,756.80
29957	11/20/2014	GENERAL FUND	Professional Services	White Lightning Janitorial	480.00
29957	11/20/2014	UTILITY SEWER FUND	Repair and Maintenance	White Lightning Janitorial	120.00
29957	11/20/2014	UTILITY SEWER FUND	Repair and Maintenance	White Lightning Janitorial	20.00
29957	11/20/2014	UTILITY WATER FUND	Repair and Maintenance	White Lightning Janitorial	20.00
29957	11/20/2014	UTILITY GARBAGE FUND	Repair and Maintenance	White Lightning Janitorial	20.00
			TOTAL		<u>496,444.42</u>

CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Consent C 3

DATE: November 20, 2014

SUBJECT: Public Defender – Contract for Services with Aimee Trua 

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is authorizing the Mayor to sign a renewal contract with Aimee Trua for Public Defender services. There are no changes to the contract service monthly fee.

SUMMARY:

The City is required to provide Public Defenders to indigent criminal defendants charged under ordinances of the City. The Court is responsible for interviews and screening of defendants to determine if they qualify for indigent defense.

In 2004, the City entered into a contract with Aimee Trua to provide these services. The contract calls for a set dollar amount of \$1,700 per month for services provided without consideration to the number of cases handled. The total annual cost is \$20,400. There is an additional charge if a case goes to trial. There will be no increase in the monthly fee for 2014.

A second option available to the City is to have the courts assign Public Defenders from their pool. The issue with using court appointed Public Defenders from a pool is that each attorney has a different rate for billing. Instead of paying one attorney, the city would pay multiple attorneys.

A third option would be for the City to issue a Request for Proposals for Public Defense services.

ALTERNATIVES:

1. Authorize the Mayor to sign the revised contract for Public Defender services.
2. Do not authorize the Mayor to sign the contract and direct staff to either enter an Interlocal Agreement with Snohomish County for public defense or issue a request for proposal for Public Defender services.

STAFF RECOMMENDATION

Staff recommends that the Mayor be authorized to sign a contract with Aimee Trua for Public Defender services for 2015.

Attachments: A. Contract for Services

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND AIMEE TRUA**

THIS AGREEMENT, is made this ____ day of _____, 2014 by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Aimee Trua, Attorney at Law (hereinafter referred to as "Service Provider"), doing business at Everett, Washington.

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 Public Defender, and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of Twenty thousand four hundred dollars (\$20,400) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage

other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Scope of Services.** Represents those indigent criminal defendants charged under ordinances of the City who qualify for appointed counsel. The Public Defender shall provide Legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing and appeals to the superior court, if necessary.
5. **Term of the agreement.** Provisions of services pursuant to this agreement shall commence January 1, 2015 and the agreement shall remain in full force and effect through December 31, 2015 unless terminated earlier by either party pursuant to the provisions herein.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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:

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

 1. Professional Liability insurance shall be written with limits no less than \$1,000,000 each occurrence.
 - B. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - C. **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.
 - D. **Subcontractors.** Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final

form and whether written, computerized, or in other form, shall be the property of the City.

- B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- 14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City 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 WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Attachment A

1. Scope of Services: Represents those indigent criminal defendants charged under ordinances of the City who qualify for appointed counsel. The Public Defender shall provide Legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing and appeals to the superior court, if necessary.
2. Applicant Screening: Determination for indigency for eligibility for appointed counsel under this contract shall be determined by an independent screening process as established by Snohomish County District Court, Evergreen Division. Should the Public Defender determine that the Defendant is not eligible for assigned counsel prior to the establishment of attorney/client privilege, the Defender shall so advise the City to reconsider the screening of that particular individual.
3. Associated Counsel: Any counsel associated with or employed by the Defender shall have the authority to provide the services called for herein, and the Public Defender may employ associate counsel to assist at Defender's expense. The Defender and all Defenders hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington.
4. Services: The Defender shall appear at the hearings for the defendant at all stages until the defendant is sentenced. Upon sentencing, the defender shall withdraw.
5. Discovery Provided: The City shall provide through the Court or the prosecution, at no cost to the Defender, one copy of all discoverable material concerning each case assigned.
6. Code Provided: the City shall provide the Defender, at no cost, one copy of all criminal and traffic ordinances enacted by the City, and any amendments thereto adopted during the term of this contract.

Attachment B

7. Compensation: The City shall pay the Public Defender for services rendered under this contract as follows:
 - A. A flat fee of \$1,700.00 per month for all cases assigned; and
 - B. An additional fee of \$40.00 per hour up to a maximum of \$160.00 for any case which proceeds to jury trial, provided that, if it settles on the jury trial date, additional fees shall be paid at the \$40.00 per hour rate for the court appearance.
 - C. The Defender shall bill the City the first week of the month, or as soon thereafter as possible, for the flat fee and any additional work as defined in 6(B) for approval, which payment thereof shall be made in the regular course by the City. The Defender shall provide a report on the number of cases handled each month.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Consent C 4

DATE: November 20, 2014

SUBJECT: Weed Graafstra and Benson –Special Legal Council 

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is authorizing the Mayor to sign a professional services contract (Attachment A) with Weed Graafstra and Benson for special legal counsel.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a professional services contract with Weed Graafstra and Benson for special legal counsel for long-term legal matters related to LID 97-1.

SUMMARY:

The City's contract with Weed, Graafstra and Benson (WGB) for special legal attorney services will expire on December 31, 2014.

Weed Graafstra and Benson have worked with staff on legal issues related to LID 97-1. These issues were initially handled by WGB when Tom Graafstra was City Attorney. In 2008, when the city selected Kenyon Disend the Council determined it didn't make sense to transfer these legal matters to Kenyon Disend and incur the cost to bring a new attorney up to speed.

The contract provides for:

1. A maximum amount of \$10,000.00.
2. The contract duration will be to December 31, 2015

FISCAL IMPACT:

The 2014 General fund legal budget includes funds for municipal attorney services. Legal fees for collections and foreclosures for LID 97-1 are recovered from the property owner.

WGB are the attorney of record for the City in the Hammer bankruptcy case and continue to monitor the action to insure the City's right to collect on the LID assessment.

ALTERNATIVES:

1. Authorize the Mayor to sign the professional services contract with Weed Graafstra Benson for special legal counsel. This option will allow staff to continue to work on current files without delay.
2. Do not authorize the Mayor to the professional services contract with Weed Graafstra and Benson for special legal counsel. This option will require staff to review legal files with the City Attorney to bring them up to date on the current status of the legal issues.

RECOMMENDED ACTION:

Authorize the Mayor to sign the professional services contract with Weed Graafstra Benson for special legal counsel.

ATTACHMENTS: A. Weed Graafstra and Benson - Professional service contract

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
WEED GRAAFSTRA AND BENSON**

THIS AGREEMENT, is made this ____ day of _____ 2014, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Weed Graafstra and Benson (hereinafter referred to as "Service Provider"), doing business at 21 Avenue A, Snohomish, Washington 98290.

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 services for legal counsel, and Service Provider agrees to contract with the City for same;

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

TERMS

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

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. **Project Name.** On-call legal counsel
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before December 31, 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 Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

1. Professional Liability insurance shall be written with limits no less than \$1,000,000 each occurrence.

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

D. **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.

E. **Subcontractors.** Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in

operations covered by this Agreement or accruing out of the performance of such operations.

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

 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- 14. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 15. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 17. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 18. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Grant K. Weed
Weed, Graafstra & Benson, Inc., P.S.
21 Avenue A
Snohomish, WA 98290
Phone: 360-568-3119
Fax: 360-568-4437

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

ATTACHMENT A
SCOPE OF WORK

1. **Litigation** – Appear as required before courts and administrative agencies, and appeals to the City hearing examiner, on behalf of the City.
2. **Capital Projects** - Provide assistance in responding and resolving pending capital project issues such as LID-97 initiated by the City prior to December 31, 2007.
3. **Other Legal Services** – Perform other legal services and legal tasks, as assigned by the Mayor, City Administrator and/or City Council.

ATTACHMENT B

2015 HOURLY RATES

For first 20 hours per month - \$175.00/hr.

For all hours per month in excess of 20 hours - \$185.00/hr.

For Paralegal hours - \$140.00/hr.

For litigation hours - \$190.00/hr.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: C-5

DATE: November 20, 2014

SUBJECT: Kenyon Disend – Municipal Attorney Contract 

CONTACT PERSON: Laura Koenig, Clerk/Finance Director

ISSUE:

The issue before the City Council is authorizing the Mayor to sign a professional services contract with Kenyon Disend not to exceed \$96,000 for general municipal attorney services.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a professional services contract with Kenyon Disend for general municipal attorney services.

SUMMARY:

The City Council approved a one-year professional services agreement with Kenyon Disend on November 21, 2014. The contract will will expire on December 31, 2014. The maximum expenditure under the contract is \$96,000.

The municipal attorney is an essential member of the municipal team for purposes of managing legal affairs, risk management and assisting the City in making legally sound policy decisions. The selection and continuity of the City Attorney is one of the most important decisions for a City Council.

General municipal attorney services include attending council meetings, legal services to the Mayor, Council and staff, preparation and review of ordinances, resolutions, contracts and other legislative documents, and legal representation in civil matters such as land use hearings and appeals.

ATTACHMENTS: A: Legal services contract with Kenyon Disend

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
KENYON DISEND**

THIS AGREEMENT, is made this ___ day of _____, 2014, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Kenyon Disend (hereinafter referred to as "Service Provider"), doing business at 11 Front Street South, Issaquah, Washington.

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 municipal attorney services, and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work.** Service Provider shall perform work as described in 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 expressed 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 ninety-six thousand dollars (\$96,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Time is accounted for and billed to the tenth (1/10) of the hour. The Service Provider shall not charge for time that is excessive relative to the task or service, redundant, unnecessary, or fails to provide value to the City commensurate with the associated fees. No premium or time added shall be charged for incorporating into the services work product from a separate engagement or undertaking. In-office conferences between Service Provider's attorneys should be minimized. Generally only one attorney should appear at meetings, hearings and other proceedings unless special circumstances warrant the presence of more than one attorney.
 - C. 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.
 - D. To allow the City to better track Service Provider time and effectively and appropriately utilize the Service Provider services, the Service Provider will advise the authorized City

Representative monthly when the number of general service hours performed by the attorneys and Service Provider's other billable employees during the month reaches 35 hours.

- E. 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 Service Provider - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Service Providers to perform the same or similar work that Service Provider performs hereunder.
4. **Project Name.** Municipal Attorney
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before December 31, 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 Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
- C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City 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 reasonable 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 All owners and employees of Service Provider performing service on Sultan's behalf shall maintain adequate automobile liability insurance covering their vehicles.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Service Providers, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

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

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

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

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

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

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

18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City 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 WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

SERVICE PROVIDER

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

Kenneth Walker _____
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-1164
Fax: 360-793-3344

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

EXHIBIT A
SCOPE OF WORK

Service Provider shall provide City Attorney services to the City and Ann Marie Soto, a member attorney of the Service Provider, shall serve as the City Attorney, providing the traditional scope of attorney services, advising the City on all matters of a legal nature, providing legal advice, counsel, services, legal training, consultation and opinions to the Mayor, City Council, Boards and Commissions, and all levels of City government. Mike Kenyon and other members of the Service Provider's firm, shall assist Ms. Soto and serve as needed or requested.

The basic scope of services, for the purpose of the proposal, shall include those legal services generally understood from the field of municipal law to fall within the category of "general counsel" work, and shall include, but not necessary be limited to the following:

1. Provides legal advice, counsel, services, training, consultation, and opinions to the Mayor, City Council, Boards and commissions, and all levels of the City government, on a wide variety of civil assignments, including but not limited to land use planning, laws against discrimination, construction of public works, condemnation, purchasing and procurement, leasing, purchase and sale of property, employment legal matters, public disclosure issues, and tort law. The City Attorney's advice includes methods to avoid civil litigation and otherwise assist or participate in managing the City's exposure to risks.
2. Prepares and reviews ordinances and resolutions, contracts and other documents for legality and acceptability.
3. Assists administration officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
4. Prepares legal opinions at the request of the Mayor, City Administrator or the City Council.
5. Provides the Mayor, City Council, and administration a legal perspective and legal advice on various governmental issues.
6. Furnishes legal representation at all City Council business meetings, and at other meetings when requested.
7. Provides the Mayor and City Council with guidance as to Robert's Rules of Orders and related procedural matters relating to City Council meetings.
8. Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest and prohibited transactions.
9. Works cooperatively with the municipal prosecutor and special legal counsel retained by the City for special projects.
10. Coordinates with other special legal counsel, as needed, to assure proper management of legal issues and proper coordination and transition of legal issues among special counsel.
11. Performs other legal services and legal tasks, as assigned by the Mayor, City Administrator and/or City Council.
12. Monitors pending and current state and federal legislation and court decisions as appropriate.

SPECIFICATIONS.

The Service Provider (City Attorney) attends City Council meetings as requested on the second and fourth Thursdays of each month, from 7:00 p.m. until close. Attendance may be for a portion of or for the entire meeting.

If requested by the Mayor or City Administrator, the City Attorney shall attend City Council public hearings and presentations, which occur every second and fourth Thursday starting at 6:00 p.m. Attendance may be for a portion of or for the entire meeting.

The City Attorney is a member of the City Management Team and may be requested to attend management team meetings, which are scheduled during the business day.

The City Attorney shall maintain regular office hours at a secure, private office location. The City Attorney must be available by phone, cell phone, fax and e-mail.

The City Attorney shall be responsible to provide quarterly reports to the authorized City Representative for the City Attorney contract, concerning the actual and projected expenditures for all cases and work performed by the City Attorney and to cooperate with the administration in providing an appropriate summary of the information to the City Council on a quarterly basis.

KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2014

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$295.00
Bruce L. Disend	\$295.00
Kim Adams Pratt	\$260.00
Chris D. Bacha	\$260.00
Kari L. Sand	\$240.00
John "Jay" P. Long Jr.	\$240.00

Associate Attorneys:

Rachel B. Turpin	\$165.00
Danielle M. Evans	\$165.00
Ann Marie Soto	\$160.00

PARALEGALS:

Margaret C. Starkey	\$120.00
Sheryl A. Loewen	\$105.00
Pam M. Odegard	\$105.00
Mary A. Swan	\$105.00
Terry T. Curran	\$105.00
Kathy I. Swoyer	\$105.00

A. COSTS

1. The charges for Service Provider services shall include all overhead and internal charges, including but not limited to administration, secretarial, word processing, computer time, computer based research charges of the data based provider, accounting, office supplies, storage fees, equipment costs, librarian time, routine photocopying and clerical time.
 - a. In addition to the charges for Service Provider services, the City agrees to reimburse the Service Provider for the actual costs incurred by the Service Provider for postage, legal messenger services, and other charges customary to the practice of law.
2. Travel: Mileage shall not be reimbursed to Service Provider. Travel time to and from City Hall shall not be charged for the first two round-trips each calendar month, but shall be charged thereafter. Travel time related to litigation or for travel other than to and from City Hall shall be charged at Service Provider's normal hourly rates.
3. Cell phone expenses (except for long distance calls) and costs to maintain e-mail services shall not be separately charged.
4. Use of legal messengers should be avoided when service can be accomplished through mail or express mail. Overnight delivery charges at cost are subject to reimbursement, unless the charge was necessitated by the Service Provider's inability to perform the services earlier due to scheduling conflicts or demands of other clients.
5. Any transcription made by a court reporter shall be at City expense.

B. BILLINGS/BUDGETED AMOUNTS

1. Except as provided for herein, billings from the City Service Provider that exceed budgeted amounts for legal services are grounds for termination of the contract by the City and the City reserves the right to refuse to make payment for such excess billings.
2. The City shall provide the City Service Provider with an annual, and when necessary, periodic change orders in the form of a letter notice stating the maximum amount of legal services allowable under the contract.
3. The City Service Provider shall cease work on a legal matter, including general services, subject to a budget limit should the billings reach the budget limit for the legal matter. PROVIDED, nothing herein shall be construed to require the City Service Provider to stop work on a legal matter which would cause the City Service Provider to be in breach of the Rules of Professional Conduct or deprive the City Service Provider of compensation for work performed by the City Service Provider to remain in compliance with those rules or create a situation that would materially affect the City's position relative to a case; however, for work performed in excess of budget and pursuant to the preceding sentence, the City reserves the right to challenge the reasonableness and/or necessity of such work.

C. INCREASES

The rates and fee schedule shall remain unchanged through December 31, 2014 after which a one-time rate and fee schedule increase may be authorized by City Council.

D. METHOD OF PAYMENT

1. The Service Provider shall submit a monthly invoice for the compensation after services have been performed. An itemized billing statement in a form approved by the City will be submitted to provide a detailed description of each task performed during the month, the employee requesting the task, the number of hours spent performing such services itemized by Service Provider or other Service Provider employee with the associated billing rate, and any reimbursable costs and expenses incurred in connection with such services.
2. The invoice shall also sort these tasks by the requesting department, and provide a summary of hours and costs for each department and for the total due.
3. The monthly invoice will be accompanied by a Microsoft Excel spreadsheet file that summarizes monthly and year-to-date billings by department. This spreadsheet shall be updated by the Service Provider monthly, and shall include listings for General Services and Special Services project work, sorted by requesting department, showing hours spent performing such services, average cost per hour and total cost per topic / project item.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Consent C 6

DATE: November 20, 2014

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

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue is to authorize the mayor to sign a contract with Gold Bar Geek to provide IT services for computer maintenance, Email, and Camera services.

STAFF RECOMMENDATION:

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

SUMMARY:

The city contracts for IT service to maintain the computers, servers, cameras, e-mail and internet services. Gold Bar Geek also maintains the security system (virus protection) data backup and assists with equipment maintenance and replacement.

ALTERNATIVES:

1. Authorize the mayor to sign the contract for computer services for the city.
2. Do not authorize the mayor to sign the contract and go out for RFPs for computer services.

FISCAL IMPACT:

The services are included in the 2015 budget for IT Services.

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

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

THIS AGREEMENT, is made this ____ day of _____, 2013 by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and **GOLD BAR GEEK** (hereinafter referred to as "Service Provider"), doing business at: **211 NUGGET ROAD, GOLD BAR, WA 98251**.

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

WHEREAS, the City desires to contract with Service Provider for the provision of INFORMATION TECHNOLOGY SERVICES AND THE RESTORATION OF EMAIL, WEB, AND CAMERA MANAGEMENT SERVICES, and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work.** Service Provider shall perform work as described in **Attachment A**, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City in the form of a negotiated and executed supplemental agreement.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in **Attachment B** for the services described in this Agreement. The maximum amount to be paid under this Agreement is Twenty Thousand Dollars (\$20,000.00) annually and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within fourteen (14) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
 - D. In the event the parties are unable to settle any disputed charges, the parties agree to submit the dispute to Snohomish County Dispute Resolution Center for binding arbitration at the request of either party.

- 3. Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement.
- 4. Project Name.** *Information Technology Support Services for City of Sultan*
- 5. Duration of Work.** Service Provider shall perform the work described in **Attachment A** until December 31, 2015. This agreement terminates per section 6 below.
- 6. Termination.**

 - A. Termination Upon the City's Option.** The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination upon the Service Providers Option.** *The Service Provider shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the City.*
 - C. Rights upon Termination.** In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Administrator shall make the final determination about what services have been satisfactorily performed.
 - D. Dispute Resolution.** In the event the parties are unable to settle any disputed charges, the parties agree to submit the dispute to Snohomish County Dispute Resolution Center for binding arbitration at the request of either party.
- 7. Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 8. Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the

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

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

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

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

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

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

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

- C. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
- F. **Subcontractors.** Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
- 10. Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
- 11. City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 12. Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. Ownership of Products and Premises Security.

- A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
- B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- C. Any computer programs or code developed by the service provider in performance with this agreement shall remain the property of the service provider. In the event of termination of this agreement, the City shall be granted a license at no cost to use any computer programs or code developed by the service provider in the scope of performance of this agreement.

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

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

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

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

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

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

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Steve Yarbrough
Gold Bar Geek
211 Nugget Rd
Gold Bar, WA 98251
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Scope of Work

Gold Bar Geek

Information Technology Services Contract

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

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

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

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

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

Hourly Rates

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

Services are billed in 15 minute increments

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

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A-1

DATE: November 20, 2014

SUBJECT: Agreement with VOA for Safe Stop Program

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the city council is to authorize the mayor to sign an extension to the agreement with the Volunteers of America (VOA) not to exceed six thousand dollars (\$6,000) over a four (4) year period for the Volunteers of America safe stop program.

STAFF RECOMMENDATION:

Authorize the mayor to sign an agreement (Attachment A) with the Volunteers of America not to exceed \$6,000 without council approval over a four year period for the Volunteers of America safe stop program.

SUMMARY:

The city receives funding annually from the Criminal Justice Special Program for youth activities and domestic violence prevention. In the past, the portion the city receives for youth activities has been earmarked to support the safe stop program. The council budgets \$1,500 for the Safe Stop program in the Community Improvement Fund (109).

The city has supported the safe stop program using Criminal Justice Special Program funds for at least 20 years. The safe stop program was initially started by former councilmember Patricia Knowlton to provide young people ages 11 to 18 with a safe place to go and hang-out on Saturday nights.

The safe stop program is staffed by Volunteers of America. There are both planned and spontaneous activities, such as basketball games, for kids to participate in during the evening from 7 p.m.-10 p.m. Some kids attend because they don't want to be at home watching TV, while others say it's a refuge from troubled friends.

DISCUSSION:

The City agrees to pay Volunteers of America one-thousand five hundred dollars (\$1,500) per year for 2015-2018, but not more than a total of six thousand dollars (\$6,000) for the services described in the Agreement. This is the maximum amount to be paid under this Agreement, and may not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement. Funding for the program is contingent on the availability of city funds.

Volunteers of America will submit quarterly payment invoices to the City after services have been performed, and the City will make payment within four (4) weeks after the submittal of each approved invoice. The invoices will detail the hours worked and a description of the tasks performed.

FISCAL IMPACT:

The program is funded through the city's allocation of Criminal Justice Special Program funds. However, if program funds are unavailable, the city would need to determine if funds are available from the general fund. The city has the right to terminate the agreement with 10 days notice.

RECOMMENDED ACTION:

Authorize the mayor to sign an agreement with the Volunteers of America not to exceed six thousand dollars (\$6,000) without additional council approval over a four (4) year period for the Volunteers of America safe stop program.

ATTACHMENTS: A: Agreement for Services

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
VOLUNTEERS OF AMERICA**

This Agreement for services is made this 1st day of December 2014 between the City of Sultan, Washington (hereinafter "City") and the Volunteers of America Western Washington ("VOA") doing business at _____ with respect to their Safe Stop program (hereinafter "Safe Stop").

WHEREAS Safe Stop provides youth activities within the City of Sultan;

WHEREAS Safe Stop provides a valuable community benefit, including youth activities targeted at ages 11-19, drug and alcohol free environments, and other youth intervention services;

WHEREAS City wishes to provide for the continuation of these valuable community benefits;

Now, therefore City and Safe Stop agree as follows:

1. Payment to VOA. City hereby agrees to pay to VOA the sum of one-thousand dollars per year (\$1,000.00) for services for the duration of this Agreement. Payment shall be made as follows:
 - a. The City shall pay Volunteers of America one thousand five hundred dollars (\$1,500.00) per year but not more than a total of six thousand dollars (\$6,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - b. Payment to the Volunteers of America for the Safe Stop program may be amended with council approval if additional funding is available from Criminal Justice Special Programs.
 - c. Volunteers of America shall submit quarterly 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.
 - d. If the City objects to all or any portion of any invoice, it shall so notify Volunteers of America of the same within fourteen (14) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

2. Effective date; duration. The term of this Agreement shall commence on January 1, 2015 and end on December 31, 2018. Upon mutual consent of both parties, this Agreement can be extended for an additional two (2) year term.
3. Services to be provided. In exchange for City's payment VOA agrees to provide the following services:
 - a. Safe Stop agrees to hold a space open to the Sultan youth or target-age, properly staffed, at the Sultan Middle School, Sultan, Washington a minimum of 3 hours per day, every Saturday during the school year, unless inclement weather or conditions to not allow, but not less than 30 days per year. Safe Stop shall provide to City a schedule showing its facility to be open the required hours. Safe Stop shall provide an initial schedule on or before May 1, 2010. Safe Stop shall provide activities, entertainment, and snacks to participants as appropriate. Thereafter, until termination of this Agreement, a schedule shall be supplied quarterly and upon the City's request.
 - b. Safe Stop agrees to promote its facility to schools and community groups.
3. Termination.
 3. 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 Volunteers of America.
 4. Termination for Cause. If VOA refuses or fails to complete the tasks described in this Agreement, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to VOA, give notice of its intention to terminate this Agreement. After such notice, VOA shall have ten (10) days to cure, to the satisfaction of the City or its representative. If VOA fails to cure to the satisfaction of the City, the City shall send VOA a written termination letter that shall be effective upon deposit in the United States mail to VOA's address as stated below.
 5. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by VOA to the effective date of termination, as described in the final invoice to the City. The Mayor shall make the final determination about what services have been satisfactorily performed.
4. Nondiscrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, VOA, its subcontractors or any person acting on behalf of VOA shall not, by reason of race, religion, color, sex, marital status, age, sexual orientation/gender identity, honorably discharged veteran or military status, national origin or the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a person

with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. VOA agrees to maintain and provide its facilities and services in a nondiscriminatory fashion to all persons, as required by any and all Federal Civil Rights laws and Washington State laws against discrimination.

4. Insurance. Safe Stop shall maintain general liability and other insurance coverage in such amounts, and on such terms as set out in Attachment A. VOA shall furnish the City with original certificates and any required endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the VOA before commencement of the services.
5. Indemnity. Safe Stop hereby agrees to save indemnify and hold the City harmless of all claims, causes of action or demands for damages arising out of the provision of services under this agreement, except as to claims, causes of action or demands that are the result of the sole negligence or intentional acts of City. In the event of the concurrent negligence of City and Safe Stop, each City and Safe Stop shall be responsible to the degree of fault. This indemnity includes all claims for attorney's fees and costs incurred in defense of any claim. This indemnity also includes any claims of employees of Safe Stop. In that regard, Safe Stop hereby intentionally and voluntarily waives immunity as provided by Title 51, RCW. Safe Stop hereby sets forth its initials specifically agreeing to this waiver of immunity. _____(initials).
6. 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 VOA.
7. Assignment. Any assignment of this Agreement by VOA without the written consent of the City shall be void.
8. 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.
9. 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.

10. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the Mayor, 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.

11. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

CITY OF SULTAN

SERVICE PROVIDER

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____
Taxpayer ID #: _____

**CITY CONTACT
CONTACT**

SERVICE PROVIDER

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

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2

DATE: November 20, 2014

SUBJECT: Lease Agreement with the Volunteers of America to operate the Sultan Food Bank at 703 First Street

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the city council is to authorize Mayor Eslick to sign a 4 year lease agreement (Attachment A) with the Volunteers of America to use the facility located at 703 First Street to operate the Sultan Food Bank.

STAFF RECOMMENDATION:

Authorize Mayor Eslick to sign a lease agreement with the Volunteers of America to continue to operate the Sultan Food Bank at 703 First Street.

SUMMARY:

The Sultan Food Bank (food bank) operates out of the northern portion of the former city hall building located at 703 First Street. The city and the Sultan Food Bank jointly improved the facility in 2003 using Community Development Block Grant Funds. Under the terms of the grant, the building must continue to operate as a food bank for a minimum of 15 years unless a new facility is found to house the food bank program.

The Volunteers of America began operating the Food Bank in 2011. The Volunteers of America will continue to pay \$280 per month to lease the premises for food bank operations and \$51 per month for insurance. The food bank uses approximately 30 percent of the building. The city has control of approximately 65 percent of the building.

As the landlord, the city has responsibility for major repairs to the building and building systems. The tenant has responsibility for routine maintenance items and repairing damage as a result of the tenant's negligence. The walk-in refrigerator and freezer are the responsibility of the tenant.

Standard insurance and indemnification requirements apply. For fire insurance purposes, the city will be named "as the insured".

There is no direct fiscal impact to the city. The proposed lease agreement provides for the same monthly payment as currently negotiated with the Sultan Food Bank.

ALTERNATIVES:

1. Authorize Mayor Eslick to negotiate and sign the lease agreement (Attachment A) with the Volunteers of America to lease a portion of the facility located at 703 First Street to operate the Sultan Food Bank. This alternative implies the city council supports the proposed lease agreement with the Volunteers of America and is prepared to execute the agreement.
2. Do not authorize Mayor Eslick to negotiate and sign the lease agreement (Attachment A) with the Volunteers of America to lease a portion of the facility located at 703 First

Street to operate the Sultan Food Bank. This alternative implies the city council has questions or concerns regarding the proposed lease agreement. The city council may direct staff to make specific changes to the lease and return the lease agreement to council for approval at a later date.

RECOMMENDED ACTION:

Authorize Mayor Eslick to sign a lease agreement with the Volunteers of America to continue to operate the Sultan Food Bank at 703 First Street.

ATTACHMENTS: A: Proposed lease agreement with the Volunteers of America for 703 First Street

**LEASE AGREEMENT COMMERCIAL PREMISES
BETWEEN THE
CITY OF SULTAN AND
VOLUNTEERS OF AMERICA WESTERN WASHINGTON**

The parties hereto are the **CITY OF SULTAN** a municipal corporation of the State of Washington ("Landlord"), and **VOLUNTEERS OF AMERICA WESTERN WASHINGTON SULTAN FOOD BANK**, a charitable corporation ("Tenant").

RECITALS

WHEREAS, the City of Sultan has as building located at 703 First Street, Sultan, WA a portion of which is currently leased to the SULTAN FOOD BANK; and

WHEREAS, the Tenant desires to initiate a lease with the Landlord, for a one (1) year period with two (2) automatic one (1) year renewal periods thereafter; and

WHEREAS, the Tenant is a charitable corporation whose corporate purpose is to provide food assistance to families and residents within the City of Sultan and the Sky Valley who are in need;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

1. **LEASE AND DESCRIPTION**. Upon the terms and conditions hereinafter set forth, the Landlord does hereby lease to Tenant and the Tenant does hereby lease from Landlord those certain premises situated in the City of Sultan, County of Snohomish, State of Washington, depicted on the map thereof filed with the Landlord's Clerk, and being described in **Attachment A**, hereinafter the above described property is called "premises."
2. **BUILDING CONSTRUCTION ON PREMISES** The premises is located at 703 First Street. The Tenant shall not commence any construction or improvements on the premises without written consent of the Landlord.
3. **OCCUPANCY**. The Tenant shall only occupy or use that portion of the building and parking areas depicted on **Attachment A**. Additional occupancy of the building and parking areas must be approved in advance in writing with the approval of the City Council.
4. **BUSINESS PURPOSE**. The premises are to be used solely for the purpose of a community food bank and such other purposes which are consistent with the use of the facility as a community-oriented food assistance center as determined solely by the Landlord.
5. **USE**. A description of Tenant's initial program and schedule to serve as a community

food bank is set forth in **Attachment B**. Throughout the term of this lease Tenant shall generally offer programs and services as a community food bank consistent with the intended program.

- a. The Tenant shall conduct and carry on only the business for which said premises are leased. The Tenant shall at all times keep and use the premises in accordance with the laws of the State of Washington and ordinances of the City of Sultan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building official or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the Tenant.
 - b. The Tenant shall be responsible for ensuring that any use of the premises is consistent with the intended purposes and uses of the premises as stated herein.
 - c. The Tenant shall submit an annual report to the Landlord by October 1 of each year summarizing the previous twelve months of programming and the number of unduplicated clients served by the Tenant.
 - d. The Tenant agrees to assist the Landlord in securing grant funds to maintain and improve the premises. Either the Tenant or the Landlord may be lead agency in securing grant funds. The Tenant is responsible for notifying the Landlord in writing at least sixty (60) days in advance of submitting a grant application for funding.
 - e. Any future construction on the site is specifically excluded from this lease and the terms herein. The preparation of any lease arrangements and terms for any new construction of additions will be at the sole discretion of the Landlord.
 - f. Failure to provide adequate programming or any of the use requirements stated herein constitutes a default of this lease. In such an event, the Landlord will notify the Tenant, in writing, of such and the Tenant shall correct same within ninety (90) days of the date of the Notification. Failure to correct such conditions constitute grounds for termination of this lease.
6. **TERM.** The term of this lease shall be for four (4) year, commencing upon the effective date and ending at midnight four (4) years thereafter. The Tenant and the Landlord shall have the option of renewing this lease for two (2) additional one (1) year periods; such renewal shall be conditioned on the approval of the Landlord.

Either party shall give not less than 180 days written notice of intent to renew or terminate the lease agreement.

7. **RENTAL FEE.** In consideration of and in exchange for a contribution of the community food assistance, programs, services, and maintenance and operation of the premises from the Tenant, the annual rental amount shall be \$3,360.00 to be paid in twelve equal monthly payments of \$280.00. The rental fee shall be due and payable by the 10th of each month. The Tenant will be charged a \$50.00 fee for payments not received by the 15th of each month.
8. **UTILITIES.** The Tenant shall pay for all utilities, such as power, heat, gas, telephone, and cable.
9. **ACCESS.** The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours notice to said premises during normal business hours for the purpose of inspection. Nothing herein shall be construed as in any way limiting the authority of the Landlord's Building Official under existing law.

10. CARE OF PREMISES.

- a. Tenant shall at all times keep the premises neat, clean and, in a sanitary condition and shall at all times preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- b. All route maintenance and operating costs of the premises and equipment shall be borne by the Tenant, unless otherwise agreed to, in writing, by the Landlord. This includes, but is not limited to, all HVAC systems and fixtures. The Landlord will be responsible for replacement or major repairs to these systems unless said replacement or repairs are necessitated by Tenant neglect. Refrigerators, freezers and other systems and equipment owned or used by the Tenant for the purposes of storing and/or preserving food are the responsibility of the Tenant.
- c. Tenant will not commit nor permit waste, damage, or injury to the premises. This includes, but is no limited to: the replacement of any glass of all broken windows and doors of the building as may become cracked or broken; keeping all drainage pipes free and open and protecting water, heating and other pipes so that they will not freeze or become clogged; and, the repair of all leaks and all damages caused by leaks or by reason of the Tenant's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said premises. All such maintenance and repairs shall be at the sole expense of the Tenant.
- d. To the extent permitted by law, the Landlord may assist Tenant in soliciting donations and in kind services for purposes of this section.
- e. Landlord agrees that the expense of maintaining the foundation, walls, and roof of the premises will be the responsibility of Landlord.

11. MAINTENANCE OF GROUNDS. The Tenant shall maintain the grounds and parking areas. The Tenant shall make every effort to keep the grounds and parking areas clean and free of debris.

12. STORAGE OF MATERIALS, SUPPLIES, ETC. The Tenant agrees to not store or deposit materials, supplies or other objects on the exterior of the leased premises without the permission of the Landlord. Tenant agrees not to store "bulk" food items on the premises nor to keep food items on the premises that cannot be reasonably distributed within thirty (30) days of the expiration date. Expired food items shall be promptly distributed and/or removed from the premises. Failure of Tenant to fully comply with this provision shall be a breach of this lease.

13. HAZARDOUS WASTES. The Tenant shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010, *et seq.* to exist on the premises and shall, at Tenant's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency.

Tenant shall promptly notify the Landlord of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal

regulations. Tenant shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. Tenant shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

14. **MOTOR VEHICLE PARKING ON PREMISES.** The Landlord shall provide parking on the leased premises, as shown on **Attachment A**, in accordance with an agreed-upon plan for parking facilities for all motor vehicles in connection with Tenant's business. The Tenant shall at all times ensure that all such vehicles park within the leased premises.
15. **VACATING THE PREMISES.** Tenant agrees that at the expiration or termination of this lease, the Tenant will quit and surrender said premises in a neat and clean condition and will deliver to the Landlord all keys to all buildings on the premises.
16. **INDEMNITY.** All personal property on said leased premises shall be at the risk of Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by Tenant or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act or neglect of tenants or other occupants of said buildings, or any other persons, or due to the happening of any accident from any cause in or about said buildings.

Tenant covenants to protect, save and indemnify Landlord, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the premises leased by Tenant or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives.

Landlord covenants to protect, save and indemnify Tenant, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Landlord's employees or third parties on account of personal injuries, death or damage to property arising out of Landlord's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the Landlord and/or its agents, employees or representatives.

17. **LIABILITY INSURANCE.** Tenant shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as at least A (Excellent), and Financial Size Category of not less than Class X, or in such other company or companies not so rated which may be acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000) combined single limit.

Landlord shall be named in all such policies as an additional insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be cancelled without the company first giving Landlord at least thirty (30) days written notice.

- 18. FIRE INSURANCE.** The Tenant shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the premises acceptable to the Landlord, which policy or policies shall name the Landlord as the insured, and to the extent of one hundred percent (100%) of value as mutually agreed upon by Tenant and Landlord.

The original policy, a duplicate true certified copy, or such other evidence of insurance as the Landlord shall in writing have agreed to accept, shall be on deposit with the Landlord's Clerk at all times during the term hereof. Each such policy shall provide that the policy may not be cancelled without the company first giving the Landlord at least thirty (30) days prior written notice. No such policy shall contain a deductible clause greater than One Thousand Dollars (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.

19. INSURANCE PROCEEDS IN EVENT OF LOSS.

- a. Total Destruction. If the premises are totally destroyed by fire, earthquake or other casualty during the term of this lease, and if the Tenant desires to rebuild, the proceeds of insurance shall be used for the purpose of rebuilding such building. The balance of funds shall be payable pro rata to the Landlord and Tenant based on the investment of the parties; the Tenant's portion subject further to being reduced proportionately to the remaining length of the lease. If either Landlord or Tenant elects to rebuild as above provided, such party shall prosecute the work of such rebuilding or repairing without delay. If both Landlord and Tenant fail to give notice of intention to build as aforesaid, within the times specified, both the Landlord and Tenant shall have the right to declare this lease terminated by written notice served upon the other party by mail as in this lease provided.
- b. Partial Destruction. In case of partial destruction, the proceeds shall be used for repairing the damage.
- c. Duties Regardless of Extent of Destruction. The Tenant shall give notice of loss immediately and of intention to rebuild within sixty (60) days of loss. Prior to termination of this lease whether by expiration of the term or by notice as in this paragraph, rent for the premises shall not abate as between the Landlord and Tenant in the event of loss or destruction of any buildings placed on the premises.

- 20. LIENS AND INSOLVENCY.** Tenant shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant, except for financing instruments obtained with the written consent of the Landlord. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this lease at Landlord's option, provided at least ninety (90) days prior notice is given to Tenant.

21. ASSIGNMENT AND SUBLETTING. This lease may not be assigned or sublet.

22. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand, in writing, referring to this lease:

VOLUNTEERS OF AMERICA WESTERN WASHINGTON

2802 Broadway
PO BOX 839
Everett, WA 98206

CITY OF SULTAN

319 Main Street, Suite 200
P.O. Box 1199
Sultan, WA 98294-1199

23. GOVERNMENTAL FEES. Except for those which may be approved by Resolution of the City Council of the City of Sultan, all fees due under applicable law to the City, County or State on account of any inspection made on leased premises by any officer thereof shall be paid by Tenant.

24. SIGNS. All signs and symbols placed in the windows or doors or elsewhere about the premises, or upon the exterior part of the building, shall be subject to the approval of the Landlord or Landlord's agents. Landlord agrees to allow the Tenant logo on the exterior of the building in accordance with the City of Sultan Sign Code and Building Code.

In the event Tenant shall place signs or symbols on the exterior of said building or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand the removal of such signs or symbols, and the refusal of the Tenant to comply with such demand within a period of twenty-four (24) hours will constitute a breach of this lease, and entitle the Landlord to immediately recover possession of said premises in the manner provided by law.

Any signs so placed on the premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Tenant, then Landlord may have the same removed at Tenant's expense.

Tenant shall in respect to signs conform to all requirements of the City of Sultan Sign Code and Building Code, and pay applicable fees.

25. ALTERATIONS. The Tenant shall not make any material alterations, additions or improvements to the leased premises without written consent of the Landlord, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the Tenant, and shall become the property of the Landlord, except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, without disturbance, molestation or injury.

The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the Tenant shall

perform work with the consent of the Landlord, as aforesaid, Tenant agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities.

The Tenant further agrees to save the Landlord free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures, and become part of the real estate upon being installed in any building.

- 26. DEFAULT AND RE-ENTRY.** If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements therein contained, then the Landlord may cancel this lease upon giving the written notice required by law, and re-enter said premises, but notwithstanding such re-entry by the landlord, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and the Tenant covenants and agrees to make good to the Landlord any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed to.

The Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Landlord, together with leasehold tax. Notwithstanding anything contained herein to the contrary, Landlord shall provide Tenant with written notice of default and shall allow the Tenant a sixty (60) day period to cure (or, in case of impracticability, commence to cure) such default.

- 27. COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this lease or to recover for breach of any provision of this lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this lease.

- 28. NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

- 29. REMOVAL OF PROPERTY.** In the event of default and failure to cure, or taking possession of the leased premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the leased premises all personal property located therein or thereon, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property with notice to the Tenant, after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

30. HEIRS AND SUCCESSORS. The covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

31. HOLD OVER. If the Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

32. VENUE. The venue of any suit which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the Landlord be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the _____ day of _____, 2008.

CITY OF SULTAN, LANDLORD

By _____
Carolyn Eslick, Mayor

Attest:

By _____
Laura Koenig, City Clerk

Approved as to form:

By _____
Danielle Evans, City Attorney

VOLUNTEERS OF AMERICA

By _____

Approved as to form:

By _____
Attorney, Volunteers of America

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Action A 3
DATE: November 20, 2014
SUBJECT: Snohomish County Jail Services Contract
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The Jail services contract with Snohomish County expires at the end of 2014. The County has asked cities to review and agree to a new three year contract for services. The city must have a signed jail services contract in place to book and house all misdemeanor and gross misdemeanor suspects and inmates.

STAFF RECOMMENDATION:

City Staff recommends the Council authorize the Mayor to sign the Interlocal Agreement with Snohomish County for Jail Services.

FISCAL IMPACT:

The 2014 Jail Services budget is \$40,000 and the city has spent \$22,471. Currently the city is paying \$95.94 per booking and \$66.63 per day for prisoner maintenance.

The contract calls for a booking fee of \$115 per prisoner, \$84.00 per day for prisoner maintenance, \$22 per day for home monitoring and \$50 per prisoner that is in work release or in-custody work crews, in 2010. The contract also calls for yearly cost of living increases of the fees, equal to the Seattle-Tacoma-Bremerton Consumer Price Increase (CPI), not to exceed a 3% increase yearly.

The 2015 budget for jail services is \$32,000.

RECOMMENDED ACTION:

Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for Jail Services.

ATTACHMENT: A - Jail Services Contract

**INTERLOCAL AGREEMENT FOR JAIL SERVICES
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN**

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN (this "Agreement"), is made and entered into this ____ day of _____, 2014, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF SULTAN, a municipal corporation of the State of Washington (the "City") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates a correctional facility known as the Snohomish County Corrections Bureau (the "Jail"). In order to assist other jurisdictions, the County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses (the "City Inmates"), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. **Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively in order that the County may provide the City with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2017, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each Party's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance

with applicable law.

3. **Administrators.** Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:

City’s Initial Administrator:

Rob Beidler, Corrections Bureau Chief
Snohomish County Sheriff’s Office
Corrections Bureau
3000 Rockefeller Avenue M/S 509
Everett, Washington 98201

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

4. **Scope of Services.** As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept City Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the City:

4.1 **Effect of Ordinance, Policies, Procedures, Rules and Regulations.** The Jail will be administered by the County in accordance with the ordinance, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. The City and City Inmates shall be subject to the County’s ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County’s Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial and law enforcement agencies, to the County of the duty of supervise City Inmates.

4.2 **City Access to City Inmates.** The City, its officers, employees, or agents, may interview City Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in confined in the Jail.

4.3 **Transport of City Inmates.** The City shall provide or arrange for transportation and security of its inmates to and from the Jail except when (a) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The City

shall provide the County with at least twenty-four (24) hours' notice prior to transporting a City Inmate from the Jail.

4.4 Video Court. Upon request, the County will provide the City with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that the County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by the City on City property. Appearances made by video shall be scheduled only between the hours of 8:30 am and 4:00 pm, Monday through Friday each week. The County shall have discretion to set the date, time and duration of the City's Video Court. The County will provide the City with a Video Court Schedule no later than ten (10) days after execution of this Agreement. The County may change the City's Video Court Schedule by providing the City with at-least thirty (30) days written notice. The County will deliver the City's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to the City Inmate(s) hearing time so that the City Inmate(s) may prepare for the hearing and meet with his or her respective attorney(s). The City shall provide the County with all paperwork requiring the signature of City Inmate(s) at least thirty (30) minutes before the start of the City's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard within two (2) judicial days.

4.5 Health Care of City Inmates. The County is hereby granted the authority to seek necessary medical, dental and mental health services for City Inmates without consulting with the City. The County shall notify the City prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify the City as soon after the event as reasonably possible. During "Normal Business Hours, defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., the City's point of contact for City Inmate health issues will be as follows:

Outside Normal Business Hours, the City's point of contact for City Inmate health issues will be as follows:

Any failure or error by the County to provide the City with proper notification of medical, dental and/or mental health services delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under Section 6 of this Agreement. The City and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

4.6 Community Corrections. As provided in this Section 4.6 and the Jail's policies and procedures, City Inmates confined to the Jail may serve their time in a Community Corrections Program.

4.6.1 The term "Community Corrections Program" includes Electronic Home Detention, Work/Education Release and Work Crew, as those programs are defined in the Jail's policies and procedures.

4.6.2 Except where a City Inmate is confined in the Jail at the request of multiple jurisdictions of which not all have executed an interlocal agreement in substantially the same form as this Agreement, a City Inmate is eligible to participate in a Community Corrections Program if he or she has been (a) screened by the County and the County has found that the City Inmate meets all statutory and program eligibility requirements, and (b) ordered into a Community Corrections Program by the City's municipal court or other judicial agency.

4.6.3 A City Inmate may be terminated from a Community Corrections Program if: (a) the City municipal court or other judicial agency order the City Inmate terminated from the Program or otherwise amends its earlier order; (b) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program, in which case the County will provide notice of such to the City and/or the City's municipal court or other judicial or law enforcement agency within twenty-four (24) hours of the termination. Upon termination from a Program, a City Inmate already in the custody of the County shall be confined in the Jail to serve the remainder of his or her term of confinement. If the City Inmate is not yet in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.7 Administrative Booking. Upon request by the arresting officer or the City's Administrator and when not otherwise prohibited by statute, court rule or court order, the County shall administratively book and immediately release a City Inmate. The County further reserves the right to administratively book and immediately release a City Inmate when, in the sole discretion of the County's Administrator, the County is unable to accept the City's Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

5. Conditions of Acceptance of City Inmates. The County shall provide Services to the City subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a City Inmate for any of the reasons identified in this Section 5, the County shall notify the arresting officer in person or the City's judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification

may be made immediately to the arresting officer in person but in any case will be provided no later than 5:00 p.m. the next business day as follows:

Acceptance of a City Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a City Inmate absent a determination, on an ongoing basis, by Jail staff that the City Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County's Administrator shall have final authority to determine whether a City Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. The County shall have the right to return City Inmates to City custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The Snohomish County Sheriff or his or her designee shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- (b) Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- (c) Inmates confined on Snohomish County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that City Inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days' notice to remove City

Inmates.

5.5 Earned Early Release. The County will release City Inmates in accordance with Chapter 9.94A RCW.

6. Payment by City.

6.1 Proportional Billing. The County employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A and incorporated herein by this reference is an explanation of the County's proportional billing practices. Commensurate with these practices, the City shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 6.2 below, for a City Inmate under either of the following circumstances:

6.1.1 The City Inmate (a) Is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, (b) Is not being held on any active County felony charge, and (c) Cannot be removed by a Federal agency without regard to local charges; OR

6.1.2 The City Inmate is being held (a) On criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, and (b) By the State of Washington for violation of the Offender Accountability Act, and the City has declined to transfer custody to the State of Washington.

6.2 Fees and Costs.

6.2.1 The County shall invoice the City a "Booking Fee" for each City Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. As of the Effective Date, the current Booking Fee is as follows:

2014 Booking Fee
\$95.94

Subject to any adjustments consistent with Section 6.2.3 below, the Booking Fee beginning January 1, 2015, shall increase as follows:

2015 Booking Fee
\$115.00

Further or additional increases in the Booking Fee beginning January 1, 2016, and each year thereafter shall be calculated pursuant to Section 6.2.3.

6.2.2 The County shall invoice the City a per calendar day “Daily Maintenance Fee” for each City Inmate for whom the County provides Services. For 2014, the Daily Maintenance Fee for all City Inmates is as follows:

2014 Daily Maintenance Fee
\$66.63

Beginning January 1, 2015, the Daily Maintenance Fee shall be calculated based on the housing assignment of the City Inmate as determined by Jail staff pursuant to Jail policies and procedures. Except as where otherwise provided in this Agreement, the housing assignment of a City Inmate is subject to change at any time without notice to the City. Subject to any adjustments consistent with Section 6.2.3 below, the Daily Maintenance Fee for 2015 through 2017 shall be calculated as follows:

Housing Assignment	2015 Daily Maintenance Fee	2016 Daily Maintenance Fee	2017 Daily Maintenance Fee
General Population	\$84.00	\$88.50	\$93.50
Medical and Specialty	\$132.50	\$140.00	\$147.25
Mental Health	\$201.00	\$212.00	\$223.25
Work Release/Work Crew	\$50.00	\$55.00	\$60.00
Electronic Home Detention	\$22.00	\$27.00	\$32.00

Should the parties renew this Agreement beyond December 31, 2017, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee shall increase on January 1 of each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year, PROVIDED, HOWEVER, that in no event shall the increase be greater than three percent (3%) per calendar year. The County shall provide the City notice of the Booking Fee and Daily Maintenance Fee increases by August 1 of each year.

6.2.3 The County shall invoice the City for all costs incurred for necessary medical, dental, or mental health services to City Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the “Medical Costs”). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses not covered by the City Inmate’s health insurance and/or public assistance for injuries suffered while in the custody of the County. The County will credit amounts

received from the City Inmate's own health insurance and applicable public assistance before billing the City.

6.2.4 The County shall invoice the City a "Video Court Fee" for each scheduled hour of Video Court time. As of the Effective Date, the current Video Court Fee per hour is as follows:

Video Court Fee
\$115.50

The County may increase the Video Court Fee upon thirty (30) days' notice to the City.

6.3 Invoicing and Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each party may examine the other party's books and records to verify charges. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

7. Indemnification/Hold Harmless.

7.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. **Liability Related to City Ordinances, Policies, Rules and Regulations.** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. **Compliance with Laws.** In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. **Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days

after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in Section 6.3, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Jail and shall, at the County’s request, remove all City Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept City Inmates to the Jail if all outstanding invoices are paid.

12. Early Termination.

12.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the City shall pay the County for all Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

13. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected

by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused

from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: John Lovick
Title: County Executive

CITY:

City of Sultan, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

Approved as to Indemnification and Insurance:

Risk Management

[The remainder of this page is intentionally left blank.]



EXHIBIT A

Proportionate Billing

The County uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the County shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the County for determining the billable charges and responsible jurisdictions is outlined below and references the County's internal billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

1. Select "All Felony Charges."
 - a. If there is more than one felony charge or if there is one felony charge and a Washington State Department of Corrections (the "DOC") hold, go to Step 2.
 - b. If there is one felony charge but no DOC hold, do not invoice.
 - c. If there are no felony charges, go to Step 3.
2. Select "Arresting Agency DOC-Parole-Olympia."
 - a. If there are no other arresting agency charges and all felony charges are with DOC, invoice DOC.
 - b. If there is a DOC hold and additional local charges (that is, charges from jurisdictions that have an interlocal agreement for jail services with the County), do not invoice.
 - c. If there is a DOC hold and non-local additional charges (that is, charges from jurisdictions that do not have an interlocal agreement for jail services with the County), invoice DOC.
3. Select "All Misdemeanor Charges."
 - a. If there is only one misdemeanor charge, invoice the charging jurisdiction.
 - b. If there is more than one misdemeanor charge from more than one jurisdiction, invoice each jurisdiction in equal shares. If a jurisdiction has multiple open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process. Snohomish County shall be invoiced its proportional share where applicable.

Example: If City A has one open misdemeanor and City B has two open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.

4. Drop jurisdictions with closed charges.

Example: City X has one open misdemeanor charge, and City Y has one open misdemeanor charge. City Y's charge is closed. City X is billed for one hundred percent (100%) of the Fees and Costs for that inmate from then on.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 4
DATE: November 20, 2014
SUBJECT: Ordinance No. 1205-14 - 2015 Salary Schedule
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the City Council is to introduce Ordinance 1205-14 - 2015 Salary Schedule.

RCW 35A.33.050 (Attachment C) requires that salary ranges for various positions in the City be made a part of the annual budget document adopted with the annual budget. Ordinance No. 1205-14 fulfills this requirement.

STAFF RECOMMENDATION:

Approval the 2015 wage proposal from non-represented employees and introduce Ordinance No. 1205-14 Salary Schedule for a first reading.

SUMMARY:

The City Council has the authority to set pay and benefits. As a part of the annual budget process, the City Council must adopt a salary and compensation ordinance for 2015 to establish pay levels for all employees. Salary levels for represented (union) employees are established during contract negotiations. Salary levels for non-represented employees are set by the City Council annually during the budget process.

The 2014 Budget included a 2.5% COLA for union employees and a 0% increase for non-represented employees. The Union Contract for 2015 represented employees is under negotiation and the COLA has not been determined, while the referenced increase minimum in the existing collective bargaining agreement is 2.5% and the actual CPI is 1.8%.

In the 2015 budget, the number of non-represented employees has been reduced from 6 to 4 with the replacement of the Community Development director with a Senior Planner and the Grant Coordinator going part time. In 2014 in lieu of a COLA, the non-represented employees received a city contribution of \$100 a month to each employees Deferred Comp account. The 2015 Budget is based on this continued contribution to the employees Deferred Comp account. With the assumption listed in the fiscal impact section, represented employees will have received an increase of 7.0% for 2013 through 2015. Currently non-represented employees have received 1.7% for the same period. The current proposal is to provide an increase of 4.3% in 2015 for the non-represented employees, bringing the three year total from 2013 through 2015 to 6%, or an average of 2% per year. The amount for the non-represented employees is 1.0% less than that received by represented employees during the same period.

FISCAL IMPACT

Union Employees

The fiscal impact for the 2015 budget has not been determined. The budget is based on the current CPI of 1.8% (CPI-W June to June Seattle, Tacoma, Bremerton was 1.8%).

Non Represented Employees:

The fiscal impact of a 4.3% COLA is \$15,226 and the impact of contributions to the deferred comp is \$4,800.

RECOMMENDATION:

Introduce Ordinance 1205-14 setting the 2015 Salary Schedule for a first reading.

**CITY OF SULTAN
ORDINANCE NO. 1205-14**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN WASHINGTON
ESTABLISHING SALARY RATES FOR NON-REPRESENTED PERSONNEL

WHEREAS, RCW 35A.33.050 requires that salary ranges for various positions in the City be made a part of the annual budget document adopted with the annual budget, and

WHEREAS, the City Council has determined it appropriate to continue salary ranges for non-represented employees at the same level with no changes,

NOW, THEREFORE, be it ordained by the City Council of the City of Sultan, Washington as follows:

Section 1 Salaries. As part of the City's annual budget, salaries and wages for non represented employees are hereby approved as follows:

Table 2 –Salary Schedule

2015 Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Building Official	5137	5303	5473	5646	5827
Public Works Field Supervisor	5720	5903	6091	6287	6489
Clerk/Deputy Finance Director	5875	6064	6257	6459	6666
Public Works Director/Engineer	7297	7532	7772	8021	8277
Community Development Director	7297	7532	7772	8021	8277
City Administrator	8839	9077	9350	9630	9919

Section 2 Non Represented Step Increase: Step increases shall be effective on the employee's anniversary date subject to a satisfactory performance evaluation.

Section 3 Union Employees. Wages and benefits for Union represented employees shall be in accordance with the current Union contracts, the salary scales are attached to this Ordinance (Exhibit A).

Section 4 Effective Date of Increase: The amendments to the annual salaries provided for in this ordinance shall become effective with the first pay period for 2015 wages. Deferred Comp payments shall become effective with the first pay period for 2015 wages.

Section 5 Repealer: Any and all other ordinances or parts of ordinances of the City of Sultan inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Section 6 Severability: If any section of this ordinance, or if any subsection or part shall be declared unlawful, the balance of this ordinance and of each section shall remain in full force and effect.

Section 7 Effective Date: This Ordinance shall be in full force and effect five days after publication as required by law.

PASSED by the City Council and APPROVED by the Mayor this day of November, 2014.

Carolyn Eslick, Mayor

ATTEST:

Laura J. Koenig, City Clerk

Approved as to form:

Danielle Evans, City Attorney

Exhibit A

Public Works 2015 Wages

CPI Adjustment

0%

CLASSIFICATIONS	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
	00-12m	13-24m	25-36m	37-48m	48-60m	61m +
Administrative Secretary	\$15.75	\$17.69	\$19.03	\$21.48	\$23.38	\$25.27
Building Inspector	\$16.83	\$18.50	\$19.11	\$21.85	\$23.53	\$25.17
Community Service Officer	\$16.83	\$18.50	\$19.11	\$21.85	\$23.53	\$25.16
Custodian	\$16.63	\$17.89	\$19.22	\$20.67	\$22.24	\$23.92
Deputy /Treasurer	\$14.72	\$16.12	\$17.62	\$19.29	\$21.13	\$23.11
Permit Assistant	\$14.72	\$16.12	\$17.62	\$19.29	\$21.13	\$23.11
Planning Associate	\$24.25	\$25.46	\$26.74	\$28.07	\$29.46	\$30.91
Police Records Specialist	\$14.72	\$15.78	\$16.92	\$18.12	\$19.42	\$20.82
Utility Clerk/Receptionist	\$14.72	\$15.78	\$16.92	\$18.12	\$19.42	\$20.82
Utility Worker	\$16.63	\$17.89	\$19.22	\$20.67	\$22.77	\$23.92
Water Systems Manager	\$24.25	\$25.46	\$26.74	\$28.07	\$29.46	\$30.91
Waste Water Treatment Plant Operator	\$16.65	\$18.35	\$20.21	\$22.27	\$24.51	\$25.09
Waste Water Treatment Plant Supervisor	\$24.25	\$25.46	\$26.74	\$28.07	\$29.46	\$30.91
Water Treatment Plant Operator	\$16.65	\$18.35	\$20.21	\$22.27	\$24.51	\$25.09
Receptionist General Office	\$12.34	\$13.22	\$14.17	\$15.12	\$16.20	\$17.35

Attachment B

RCW 35A.33.050

Proposed preliminary budget.

On or before the first business day in the third month prior to the beginning of the fiscal year of a code city or at such other time as the city may provide by ordinance or charter, the clerk or other person designated by the charter, by ordinances, or by the chief administrative officer of the city shall submit to the chief administrative officer a proposed preliminary budget which shall set forth the complete financial program of the city for the ensuing fiscal year, showing the expenditure program requested by each department and the sources of revenue by which each such program is proposed to be financed.

The revenue section shall set forth in comparative and tabular form for each fund the actual receipts for the last completed fiscal year, the estimated receipts for the current fiscal year and the estimated receipts for the ensuing fiscal year, which shall include the amount to be raised from ad valorem taxes and unencumbered fund balances estimated to be available at the close of the current fiscal year.

The expenditure section shall set forth in comparative and tabular form for each fund and every department operating within each fund the actual expenditures for the last completed fiscal year, the appropriations for the current fiscal year and the estimated expenditures for the ensuing fiscal year. The salary or salary range for each office, position or job classification shall be set forth separately together with the title or position designation thereof: PROVIDED, That salaries may be set out in total amounts under each department if a detailed schedule of such salaries and positions be attached to and made a part of the budget document.

[1967 ex.s. c 119 § 35A.33.050.]

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

DATE: November 20, 2014

ITEM NO: A – 5

SUBJECT: Interlocal Agreement with Startup Water District

CONTACT PERSON: Connie Dunn, Field Supervisor/Ken Walker, City Administrator

ISSUE:

The issue before the council is to authorize the Mayor to sign the Interlocal Agreement with Startup Water District (SWD) for the City of Sultan (City) Water Treatment Plant Operators to perform the duties for SWD for a contract time of five years.

STAFF RECOMMENDATION:

Authorize the Mayor to sign the interlocal agreement with SWD for five years after the City Attorney finalizes her review. The agreement stipulates the city will be reimbursed time, equipment, and materials to perform required maintenance, operation and testing per the Washington Administrative Code (WAC) for a Class A Water System.

ALTERNATIVES:

- 1) Contract with SWD to provide the state and federal required service.
- 2) Inform SWD that the City chooses to not provide service and they will need to seek an alternate way to be in compliance with Washington and Federal Laws.

SCOPE OF WORK:

The City of Sultan Washington State certified Water Treatment Operator's will provide service to the SWD for a period of five years. City staff will complete daily, weekly, monthly, quarterly, semi-annual, and annual tasks required by certified operators for a Class A water system.

FISCAL IMPACT:

No impact for City of Sultan. The SWD will reimburse the City for time, equipment and materials used in providing water contract services to SWD.

COUNCIL ACTION:

Authorize the Mayor to sign the interlocal agreement with SWD for five years after the City Attorney finalizes her review. The agreement stipulates the city will be reimbursed for time, equipment, and materials to perform required maintenance, operation and testing per the Washington Administrative Code (WAC) for a Class A Water System.

ATTACHMENTS:

Attachment A – Interlocal Agreement signed by SWD and under review with the City Attorney.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SULTAN
AND THE STARTUP WATER DISTRICT AND FOR THE PROVISION
OF WATER SYSTEM MANAGEMENT SUPPORT**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF SULTAN AND THE STARTUP WATER DISTRICT AND FOR THE PROVISION OF WATER SYSTEM MANAGEMENT SUPPORT, entered into by and between the City of Sultan, a municipal corporation of the State of Washington (hereinafter referred to as "Sultan."), and the Startup Water District, a municipal corporation of the State of Washington (hereinafter referred to as "Startup Water District,")

WHEREAS, Sultan desires to enter into an agreement with Startup Water District whereby Sultan will provide Water System Management Services to Startup Water District; and

WHEREAS, Sultan possesses the Water System Support Technical Personnel and agrees to render the Technical Support to Startup Water District; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for cooperation between and among public agencies:

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived there from, that the parties agree as follows:

PURPOSE. The purpose of this agreement is to set forth the mutual obligations and rights of Startup Water District and Sultan with respect to the Water System Management Support.

- 1. DURATION/NOTICE.** This Agreement shall become effective on January 1, 2015 and shall remain in effect until December 31, 2015. This agreement shall be renewed annually by mutual written consent. Each party shall have the right to terminate this agreement at any time upon the giving of thirty (30) days' written notice, or with shorter notice by mutual consent.

Notices. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

City Administrator
City of Sultan
PO Box 1199
319 Main Street
Sultan, WA 98294-1199

City Manager
Startup Water District
116 Union Avenue
Startup Water District, WA 98290

- 2. SERVICES.** Sultan will provide the Startup Water District the following Information Services:

5 days per week

- Read source meters
- Read Reservoir levels
- Record reading on SWD computer
- Water quality monitoring
- pH readings

Bi-Monthly

- Read all residential and business electronic meters
- Mid-month meter leak detection
- End of month billing
- Download all meter readings
- Maintain well and reservoir sites

Monthly

- Flush dead end lines
- Send Bacteriological and nitrates testing to AmTest
- Provide billing of City hours and mileage to SWD
- Measure/add calcite
- Attend Commission meeting

Annually

- Prepare Water use efficiency report
- Prepare Water facilities inventory report
- All State required tests

As Needed:

- Repair and maintain water distribution system
- Water disconnects/connects
 - Water locate request – One call

3. **RESPONSIBILITIES.**

- A. The City shall not be responsible for assuring that a request for work complies with bidding laws and other Federal, State and local regulations governing the performance of such work. The City assumes that any request for work is lawful and assumes no liability should there be irregularities or illegalities in the request for work.
- B. The SWD hereby agrees to reimburse the City for the costs of the work performed by City and its workers, based on the actual cost of labor, equipment rental and materials used in the construction, repair or maintenance work involved, including costs for overhead, indirect costs and fringe benefits to labor. The City shall submit to the SWD a statement of the costs incurred in performance of the work and within thirty (30) days thereafter the SWD shall pay to the City the amount of the statement. Alternatively, the City and the SWD may trade services of comparable value at the City's option.
- C. It is understood and agreed between the parties to this agreement that the rights and duties under this agreement shall not be assigned, transferred, delegated or any portions subcontracted by either party without first obtaining written permission of the other.

4. PAYMENT AND HOURS.

- 4.1 Sultan shall provide the Startup Water District with a minimum of five (5) hours per week of water system management services including off-site work and travel time.
- 4.2 Sultan shall bill the Startup Water District actual costs for Water System Management services and travel time. Sultan shall bill Startup Water at the current IRS mileage rate for use of a Sultan vehicle.
- 4.3 Sultan shall bill Startup Water District monthly.
- 4.4 Startup Water District shall pay Sultan monthly.
- 4.6 Normal working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays as scheduled by Startup Water District. Services described in this agreement shall be provided during normal working hours.

5. INDEMNIFICATION.

- 5.1 Startup Water District shall hold harmless, indemnify and defend at its own expense, Startup Water District, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of Sultan's performance of this Agreement, including claims by Sultan's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Startup Water District, its elected and appointed officials, employees or agents.
- 5.2 Sultan shall hold harmless, indemnify and defend at its own expense, Sultan, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of Sultan's performance of this Agreement, including claims by Startup Water District's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Sultan, its elected and appointed officials, employees or agents.

- 6. **EMPLOYMENT STATUS.** The Water System Manager and other Sultan staff shall remain an employee of the City of Sultan, and shall not be an employee of the Startup Water District.

- 7. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 8. **FILING.** Pursuant to RCW 39.34.040 upon the execution of this agreement by both Parties, the City shall file a copy of the executed agreement with the Startup Water District County Auditor or in the alternative this agreement, may be listed by subject on the City web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STARTUP WATER DISTRICT

CITY OF SULTAN

By: _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Action A 6
DATE: November 20, 2014
SUBJECT: Ordinance 1207-14 - 2014 Budget Amendments
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

The issue before the Council is to introduce Ordinance 1207-14 to amend the 2014 Budget. A public hearing was held during the November 20, 2014 Council meeting.

STAFF RECOMMENDATION

Staff recommends the council adoption of Ordinance 1207-14 amending the 2014 Budget for a first reading.

SUMMARY STATEMENT:

A public hearing on the proposed amendments to the 2014 Budget was held on November 20, 2014 during the regular Council meeting. Agenda Item PH 1 provides the details of the proposed budget amendments.

RECOMMENDED ACTION:

Adoption of Ordinance 1207-14 to amend the 2014 Budget.

Attachments: A. Ordinance 1207-14 – 2014 Budget Amendment

**CITY OF SULTAN
SULTAN WASHINGTON
ORDINANCE 1207-14**

**AN ORDINANCE OF THE CITY OF SULTAN AMENDING THE 2014 BUDGET
ADOPTED UNDER ORDINANCE 1179-13 and AMENDED UNDER ORDINANCE
1195-14 PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, the City is required under state law to have a balanced budget; and

WHEREAS, the 2013 budget was adopted under Ordinance 1179-13 in December 2013; and

WHEREAS, it is necessary to amend the budget to adjust for unanticipated revenues or expenditures; now therefore

THE CITY COUNCIL OF THE CITY OF SULTAN DO ORDAIN AS FOLLOWS:

Section 1: The 2014 Budget as authorized under Ordinance 1179-13 and amended under Ordinance 1195-14 for revenues and expenditures for the operation of the City of Sultan for the fiscal year ending December 31, 2014 is amended to increased/decreased in the following amounts:

Fund	Revenue Increase	Expenditures Increase
001 General Fund	\$45,655	\$62,469
104 Equipment Reserve	\$2,000	\$58,620
112 Park Impact	\$20,000	\$20,000
113 Building Maintenance	\$8,000	\$20,500
115 Insurance Claim	\$11,825	\$11,443
207 LID Bond	\$0	\$2,000
303 Street Construction	\$735,299	\$632,455
305 Park Improvement	\$337,030	\$337,030
401 Sewer Operating	\$91,000	\$85,000
403 Water/Sewer Bond	2,981,720	\$10,198
633 Treasurers Trust	\$137,000	\$137,000

Section 2: The budget for the year 2014 is amended to provide for the changes as outlined above and filed in the office of the City Clerk.

Section 3. 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 5. 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 , 2014.

CITY OF SULTAN

Carolyn Eslick, Mayor

CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Action A 7

DATE: November 20, 2014

SUBJECT: Resolution 14-10- Salary/Benefit Allocation to Funds

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is the adoption of Resolution 14-10 to allocate salaries and benefits to the various operating funds for the 2015 Budget.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 14-07 to allocate wages and benefits to the appropriate funds for the 2015 Budget.

SUMMARY:

The State Auditor recommends that the Council adopt the Salary/Benefit allocation as a part of the budget process. As a part of the accountability audit, the State Auditor will also review the process and documentation the city used to determine the allocated costs. The City Council adopted Resolution 12-08, Cost Allocation Plan, which includes a three-step process to ensure each fund is correctly charged for employee services.

1. During the annual budget process a review of staffing requirements will be completed by the Department Heads. Staff will review the current job responsibilities, the proposed work program for the next year and the adopted cost allocation plan to determine the appropriate fund to charge for the salaries and benefits. Staff time must be appropriated to the fund for which the employee performs the work. Allocation of Council time will be based on agenda items.
2. Mid-year, staff will review the work program and the amount of time each staff member is working in the departments and funds.
3. At the end of the year, a final review of work programs and actual hours worked for each fund will be completed and budget adjustments will be made if required.

The 2015 allocation for wages and benefits is based on actual hours worked in the various funds through September 2014 and the proposed work program for 2015.

For 2015, there are no major changes for salaries and benefits allocation. The reduction in wages and benefits will occur due to staff reductions:

1. The Permit Assistance's time for the General Fund has been increased to a 25% allocation in the Building Department due to the increase in permit activity.
2. The Grant Coordinator's hours be reduced to the 50% level.
3. The position of Deputy Treasurer will provide administrative assistance to the City Finance department.

The following table shows the number of full time equivalent employees (FTE's) for each fund:

<u>Fund</u>	<u>FTE's</u>
General	5.22
Street	1.56
Cemetery	0.28
Water	5.10
Sewer	3.97
Garbage	3.10
Stormwater	1.47
Building	0.31
Total FTE's	21.00

ALTERNATIVES:

1. Adopt Resolution 14-10 to allocate wages/benefits to the appropriate funds.
2. Amend the allocations proposed by staff. Direct staff to make the changes prior to adopting the budget.
3. Do not adopt Resolution 14-10. The allocation will be included in the adopted budget however there will be no formal policy of the Council as recommended by the State Auditor.

RECOMMENDATION:

Move to adopt Resolution 14-10 allocating salaries and benefits for 2015 to the appropriate fund budgets.

Attachments: A. Resolution 14-10 Allocation of Wages/Benefits

**CITY OF SULTAN
SULTAN WASHINGTON
RESOLUTION 14-10**

A RESOLUTION PROVIDING FOR THE ALLOCATION OF WAGES
AND BENEFITS FOR PAYROLL PURPOSES FOR THE 2015 FISCAL
YEAR.

WHEREAS, as a part of the annual budget process the allocation of expenditures for wages and benefits must be determined to properly charge funds for services received and;

WHEREAS, staff has reviewed the current job responsibilities of the employees and the proposed work programs for 2015 and;

WHEREAS, the State Auditor has recommended that the Council adopt the distribution schedule to allocate expenditures for wages and benefits;

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

Section 1. The following process will be used to ensure each fund is correctly charged for employee services.

1. During the annual budget process a review of staffing requirements will be completed by the Department Heads. Staff will review the current job responsibilities, the proposed work program for the next year and the adopted cost allocation plan to determine the appropriate fund to charge for the salaries and benefits. Staff time must be appropriated to the fund for which the employee performs the work. Allocation of Council time will be based on agenda items.
2. Mid-year, staff will the work program and the amount of time each staff member is working in the departments and funds.
3. At the end of the year, a final review of work programs and actual hours worked for each fund will be completed and budget adjustments will be made if required.

Section 2. The attached document entitled Allocation of Wages and Benefits for Payroll Purposes is hereby adopted by reference and the will be used for the distribution of wages and benefits for the 2014 fiscal year.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 20th DAY OF NOVEMBER, 2014.

CITY OF SULTAN
Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:
Laura Koenig, City Clerk
Approved as to form:
Danielle Evans, City Attorney

SALARY AND BENEFIT DISTRIBUTION FOR 2015

Percentage Distribution by Fund

ENTERPRISE AND CAPITAL FUNDS CLASSIFICATION	FTE's	Percentage Distribution by Fund										TOTAL DIST.						
		PARKS 001	STREET 101	CEMETERY 103	UTILITY WATER 400	UTILITY SEWER 401	GARBAGE 402	STORM WATER 406	BLDG MAINT 113	FINANCE 514	COUNCIL 511		EXEC 513	LEGAL 515	LAW 521	CODE 539	PLAN 559	BUILDING 560
MAYOR/COUNCIL (7)	0.00		0.12		0.17	0.16	0.10	0.10										0.650
ADMINISTRATOR	0.00	0.030	0.040	0.000	0.170	0.140	0.160	0.080	0.000									0.620
CITY CLERK/DEP FIN	0.00		0.080	0.010	0.140	0.135	0.078	0.065	0.018									0.525
UTILITY CLERK	1.00				0.255	0.185	0.235	0.245										0.920
PERMIT TECH	0.00		0.000		0.190	0.150	0.180	0.180										0.700
GRANT ADMIN.	1.00	0.100	0.160		0.155	0.155	0.000	0.030	0.000									0.600
ADMIN. ASSIT/UT	1.00	0.020	0.150	0.060	0.240	0.170	0.165	0.115	0.000									0.920
UTILITY CLERK	1.00		0.000		0.230	0.180	0.210	0.230										0.850
PUBLIC WORKS DIR	1.00	0.020	0.130	0.000	0.315	0.290	0.060	0.175	0.010									1.000
FIELD/WWTP SUPERVISOR	1.00	0.090	0.180	0.030	0.160	0.160	0.200	0.080	0.100									1.000
WWTP OPERATOR	1.00				1.000													1.000
WATER SYSTEM MANAGER	1.00	0.000	0.000	0.007	0.988	0.005		0.000										1.000
WATER PLANT OPERATOR	1.00	0.005	0.010	0.005	0.970	0.005	0.005											1.000
WATER PLANT OPERATOR	1.00	0.012	0.112	0.005	0.864	0.003	0.003	0.001										1.000
UTILITY WORKER	1.00	0.140	0.090	0.010	0.020	0.050	0.580	0.100	0.010									1.000
WWTP OPERATOR	1.00				1.000													1.000
UTILITY WORKER	1.00	0.170	0.100	0.040	0.100	0.080	0.470	0.020	0.020									1.000
UTILITY WORKER	1.00	0.180	0.150	0.050	0.070	0.050	0.460	0.020	0.020									1.000
SENIOR PLANNER	0.00		0.020		0.020	0.020												0.060
PT. SUMMER WORKERS	1.00	0.300	0.220	0.060	0.040	0.030	0.190	0.030	0.130									1.000
Sub Total FTE's	15.00	1.07	1.56	0.277	5.10	3.97	3.10	1.47	0.31									16.85
GENERAL FUND		FINANCE																
CLASSIFICATION	FTE's	514	514	511	513	515	521	539	559	560							TOTAL	
ADMINISTRATOR	1.00				0.380													0.380
CITY CLERK/DEP FIN	1.00	0.425				0.05												0.475
GRANTS	0.00		0.400															0.400
UTILITY CLERK	0.00	0.08																0.080
UTILITY CLERK	0.00	0.10																0.150
PW ADMIN ASST	0.00	0.080		0.000	0.00		0.05											0.080
SENIOR PLANNER	1.00								0.90									0.940
PERMIT TECH	1.00								0.05									0.300
ANIMAL CONTROL	1.00							1.00										1.000
MAYOR/COUNCIL (7)	1.00			0.35														0.350
Sub Total FTE's	6.00	0.685	0.40	0.350	0.38	0.05	0.05	1.00	0.95									4.16
TOTAL FTE's	21.00	21.00																

FTE = Full time equivalent employee