

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
November 21, 2013**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) Business Spotlight –Soul in Bronze
- 2) EvCC East County Campus – Robert Prosch, Director

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

- 1) Animal Control
- 2) Planning Board Minutes
- 3) Grants Report (verbal)
- 4) Public Works Report (verbal)
- 5) Public Works Report (Field Supervisor)

HEARINGS:

- 1) 2014 Budget – Capital Projects

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

- 1) Approval of the Council Meeting Minutes
- 2) Approval of Vouchers
- 3) Adoption of Ordinance 1178-13 – Salary Schedule
- 4) Contract Renewal – Aimee Trua, Public Defender
- 5) Contract Renewal – Thom Graafstra – Special Counsel
- 6) Contract Renewal – Kenyon Disend, City Attorney
- 7) Contract Renewal – Goldbar Geek , IT Service

ACTION ITEMS:

- 1) Ordinance 1179-13 – 2014 Budget
- 2) Ordinance 1182-13 – Ban on Collective Gardens/Dispensories
- 3) Ordinance 1184-13 - Building Code Update
- 4) Street Repair Approve and Award Contract

DISCUSSION: Time Permitting

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session:

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

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

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item : Presentation – P-1
Date: November 21, 2013
SUBJECT: Business Spotlight
*Kevin Pettelle, Soul in Bronze
Sculpture Studio*

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:

The issue before the Council is to recognize Soul in Bronze as the City of Sultan's Business Spotlight for November 2013.



SUMMARY STATEMENT:

Soul in Bronze is located at 1116 East Main, Sultan, WA and incorporated on June 1, 2001.

Born in Seattle, Washington, Kevin Pettelle and his wife Susi chose to call Sultan their home in 1980.

A sculptor for over 32 years, Kevin has devoted himself to the exploration and interpretation of the human figure. With its tactile warmth, historic durability and remarkable ability to accent form, bronze has proven the perfect medium of choice to express himself.

In 1987, partnering with his father Ed, and brother, Todd, the fine art foundry, Northwest Artworks Bronze Casting Service was established. It was there that Kevin gained an extensive knowledge of the lost wax method of casting, learning all aspects of this ancient and complicated process.

Since then, Kevin has continued to expand his knowledge through the application of the latest in digital tools to aid in the realization of his vision. His work is shown extensively throughout the United States and abroad, cultivating collectors worldwide. The Schack Art Center Exhibition in Everett named Kevin Pettelle "Artist of the Year for 2012" and awarded him a One Man Show.



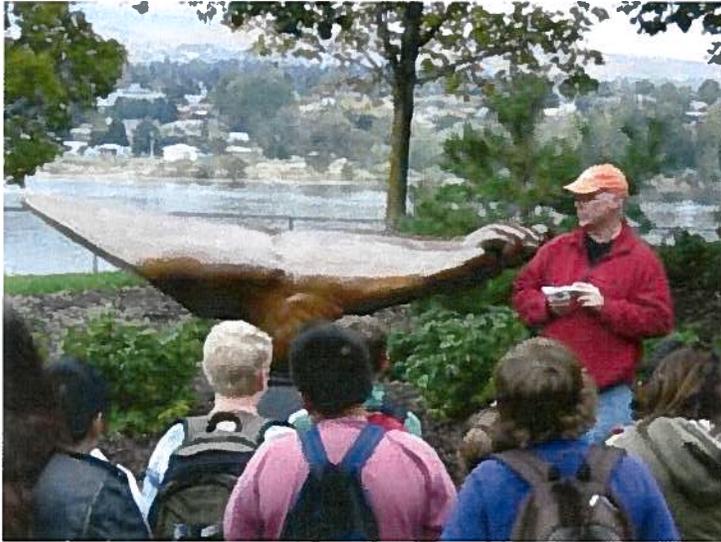
In 1998 the City of Sultan commissioned Kevin to begin sculpting "Future Dreaming", the bronze statue that has graced the lobby of the Community Center since August 18, 2000. When, on that day the 900 pound bronze statue was rolled in and permanently placed atop the time capsule buried in the floor beneath the statue, hence 100 years, to be opened on August 18, 2100.

The model for the young man sitting on the stump is Kevin's son Max, who at the time was in 2nd grade. Kevin generously paid Max in Pokiman Cards, and when Max complained it wasn't enough, Kevin pulled out his wallet and gave him \$35.

Future Dreaming is very symbolic on many levels. "For instance, the time capsule represented the present, the stump represented the past, and the child represented the future and they're all about dreaming", said Kevin. All of the animals strategically placed on the stump are representative of Kevin and his family. The squirrel is his son Max, the mouse on the backpack is his other son, Nick, the dragonfly is his wife Susi, the bird is his mother in law, the ladybug is his father in law and the turtle is Kevin. The book Kevin chose for the child to be reading, the Adventures of Huckleberry Fin, by Mark Twain was about a river and the river(s) in Sultan have been the backbone of the City for over 150 years.

100% of the bronze work is now composed on Kevin's laptop, and he will give you a brief demonstration at the Council Meeting.

Kevin has had commissions for his bronze work with the City of Lacey, City of Wenatchee, City of Seattle, City of Oak Harbor, City of Anacortes and the Port of Everett. He also works closely with Industrial Fabrication in Sultan for the stainless steel fabrication.



Kevin is also Artist in Residence with Wenatchee's Art on the Avenue's Beauty of Bronze, working with more than 600 5th graders a year for the past 10 years to learn about the language of art and its importance in everyone's lives.

The grant funded program partners school districts with the Wenatchee Valley Museum and Cultural Center and the Performing Arts Center of Wenatchee to give 5th graders the opportunity to work

personally with Pettelle and to discover the sculptures in their community. "Of all the things I do, I feel this is one of the most important," said Kevin, who has worked with more than 6,000 students over ten years. "I love working with kids, they have an openness and enthusiasm."

Most recently, Kevin has joined the Return of the Salmon Celebration Sub Committee working to revitalize Chief T'seul-Ted's statue.

Attachments:
Commission Examples



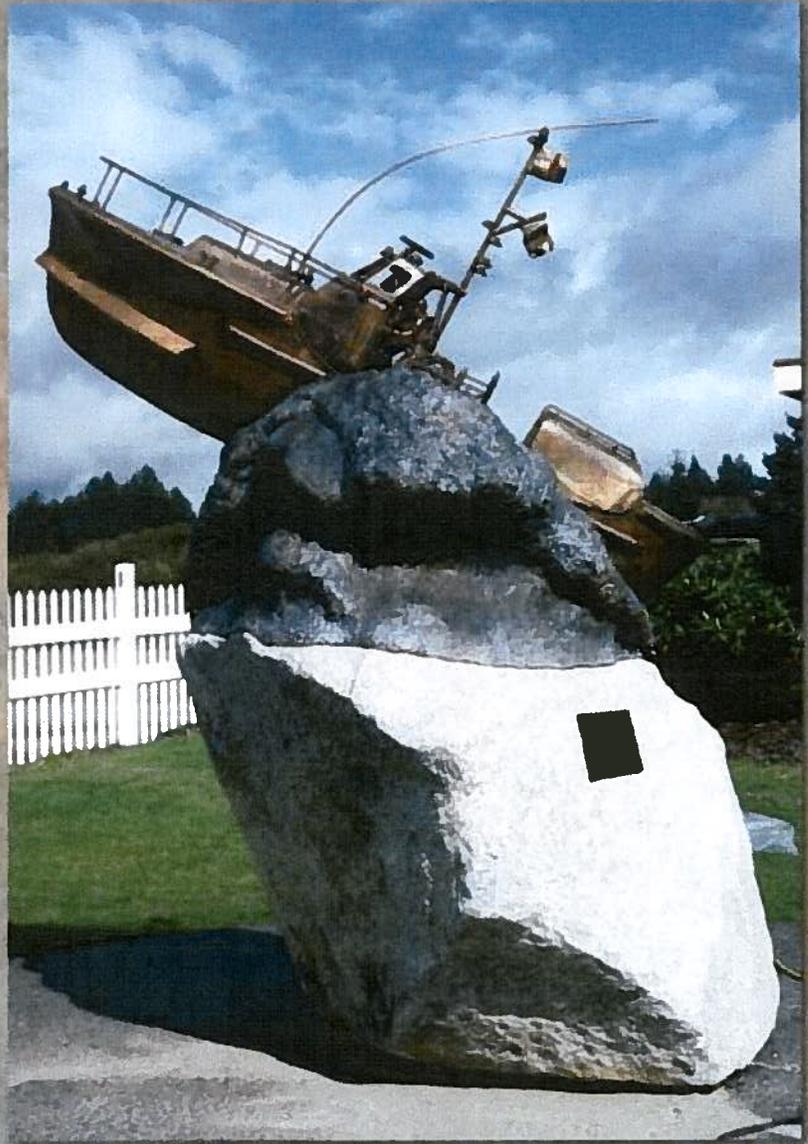
KEVIN PETTELLE

The Ready Crew



*7' high x 1' long x 2' wide
buoys on granite
1988*

*An accurate quarter-scale replica
of the 44' Coast Guard Life Boat #
44-363 and crew, honoring those
who lost their lives to help save
others. Commissioned by the US
Coast Guard and located at the
La Push, Washington*



PETTELLE



KEVIN PETTELLE
'Late for the Interurban'

6' high x 8' long x 4' wide
 Bronze
 In honor of the beloved local icons, J. P. Patches and Gertrude, 2 larger than life size bronze sculptures was commissioned and sited in Fremont. The ICU2TV is included 12 feet from the statue. The interactive element also acts as a collection for donations to Children's Hospital.



Chris Wedel & Bob Newman with the ICU2-TV



Gertrude Detail



'Late for the Interurban' with the ICU2 TV in the background

- Work Title**
- Medium**
- Dimensions**
- Date of Work**
- Ownership**
- Location**
- Sculpture Cost**
- In Collaboration With**

Late for the Interurban
 Bronze
 6' tall x 5' wide x 8' long + The ICU2TV Donation Station 5' tall x 3' wide x 2' deep
 August 17th, 2008
 History House, Fremont, Washington
 Fremont, Washington
 \$165,000.00 (\$250,000 overall budget)
 Project Founders: Carl Lovgren, Bryan Johnston, Mark Briant, and Jack Tomkinson
 Sponsored by the National Academy of Television Arts and Sciences—Northwest Chapter
 Fiscal Sponsor: Urban Sparks, Fremont, Washington, Fund Raising
 Sculpture Enlargement: Additive Workshop, Wood Village, Oregon
 Bronze Casting (J. P. and Gertrude): Cascade Fine Arts, Troutdale, Oregon
 Bronze Casting (ICU2TV and Donor Plaques): Rainbow Metals, Monroe, Washington
 Site Prep: Foushee General Contractors, Seattle, Washington
 Donor Pavers: Mammoth Stoneworks and The Bricklayer's Apprentice Program, Seattle, Washington,

Project Description

The larger than life sculptural tribute to J. P. Patches and Gertrude, two of Seattle's longest running local children's TV show program, airing 1958 to 1982 and KIRO TV first live broadcast, marking the shows 50th anniversary. The sculptures design expresses the exuberant zany nature of the show and plays off of a very well known local land-mark 'Waiting for the Interurban' by Richard Beyer located 200 feet west of the tribute. The sculpture has numerous puns and references to the shows history. The comic elements include the two figures racing in opposite directions to catch bus no longer in existence. J. P.'s jacket lapels was adapted to allow for the public to hang buttons of their choosing as part of the sculptures statement. An independent element of the sculpture is the ICU2TV located 12 feet from the figures. This sculpture allows the audience to participate with the interaction with the figures where the 2 can be on 'TV' a be part of the fun. This element also gives a brief history of the program, those who made the project possible and serves as a collection station for donations to Children's Hospital, a favorite charity of the shows stars.

'Ped'



7' long x 3' high x 3' wide, Bronze on steel
Wenatchee, WA, 2009

Ped's unique horizontal composition complements the movement of the river and the foot path passing by. Within view of the foot bridge, the sculpture adds a dramatic but identifiable focus to the park which points the viewer up or down the path to other sculpture sites. The smooth bronze lends itself to touch and the exploration of its surface. The sculpture would be sited with a view of the river as a backdrop. Heroic in scale (7' long), faithfully rendered in a classical, realistic style and anatomically correct. Superficial details such as pores, hair follicles and wrinkles are edited out leaving the continuity of the form unobstructed. The prints of the sole are reproduced on the sculpture, creating an intricate maze of texture on the surface.

Work Title	<i>Ped</i>
Medium	Bronze on steel base
Dimensions	7' long x 3' high x 3' wide
Date of work	2009
Ownership	Art on the Avenues
Location	Riverside Sculpture Park, Wenatchee, Washington
Cost of project	\$75,000.00
In Collaboration With	Commissioners: Art on the Avenues Bronze Casting: Bronze Works, Tacoma, WA Base Fabrication: Industrial Fabrication, Sultan, Washington
Project Description	The was commissioned by Art on the Avenue's for the new sculpture garden along Wenatchee's Riverfront Loop Trail. The sculpture renders in a realistic style with the anatomy taken from both genders; infant to adult. The prints of the sole were sculpted on the final sculpture, creating an intricate maze of texture on underside surface echoed in two other sculpture in the park (image 10). The horizontal composition lends itself the movement of the river encouraging touch and exploration of its surface and to pause and reflect.

PETTELLE

'Fisherman's Tribute'

9' high x 5' deep x 5' wide
Bronze on concrete base
2011

The Fisherman's Tribute is commissioned for the Port of Everett in recognition of the important contributions and impact of the once vibrant fishing industry on the local and regional economy.



Work Title

Fisherman's Tribute

Medium

Larger than life size Bronze on concrete 2' tall base

Dimensions

8' tall x 5' wide x 5' deep

Date of work

2011

Ownership

Port of Everett, Everett WA

Location

Port of Everett, Everett WA

In Collaboration With

Project Founders: Katherine E. Zuanich and Barbara Piercey
Representing the Port of Everett: Larry Crawford and Lisa Mandt
Fiscal Sponsor: The Fisherman's Tribute Committee
Sculpture Enlargement: Additive Workshop, Wood Village, Oregon
Bronze Casting: Soderberg Bronze, Cascade Locks, Oregon
Site Prep: City of Everett, Everett Washington

Project Description

The Fisherman's Tribute is commissioned for the Port of Everett in recognition of the important contributions and impact of the once vibrant fishing industry on the local and regional economy. The Tribute was composed on an existing pedestal and reflects the sites triangular composition of both the base and the sail boats in the connected marina. The authentic clothing's compositional lines add to the dramatic tension of pulling back on the net. All the lines of the sculpture were carefully considered to accent this quality. Dedicated 2011 to the newly completed Port of Everett's Administration Building.


 PETTELLE



KEVIN PETTELLE
'Simple Song'

Image 4

6' high x 6' long x 3' wide
 Bronze figure and chair
 2006

A posthumous tribute to Mike Jordan, beloved instructor who taught dance for 35 years. The interactive sculpture, inspired by one of Mr. Jordan's signature dance routines, allows the viewer to sit as a focal point of the work and add a flower to his vest. The life size bronze sculpture is located in front of the Everett Performance Arts Center in Everett Washington.



Work Title

Medium

Dimensions

Date of work

Ownership

Location

Cost of project

In Collaboration With

Project Description

Simple Song

Bronze figure and chair, life size

6' high x 3' wide x 6' deep

Spring of 2006

City of Everett

Performance Arts Center, Everett, Washington

\$85,000.00

Commissioners: Friends of Mike Jordan, funded individual contributions through Everett Parks and Recreation Department

Installation: City of Everett Public Works, Everett, Washington

Bronze Casting: Whidbey Bronze, Whidbey Island, Washington

A posthumous tribute to Mike Jordan, beloved instructor who taught dance for 35 years. The interactive sculpture, inspired by one of Mr. Jordan's signature dance routines, uses a chair as the stand in for a partner. All compositional lines of the figure point to the chair (even the hat it tipped in its direction), so when the chair is occupied, the individual becomes the focal point, as Mr. Jordan would encourage his student to be. The sculpture is located in front of Everett's Performance Arts Center for the audience to interact with. Great care was taken to have the dancer's feet in a position universal in most styles of dance. A bronze ribbon on the dancer's vest is meant to hold a fresh flower as a token of affection from former students and admirers.



IN LOVING MEMORY OF OUR HERO
SPC. MABRY JAMES ANDERS

7/22/1991 - 8/27/2012

KIA - AFGHANISTAN

4TH SPECIAL TROOPS BATTALION 4TH BRIGADE COMBAT TEAM
4TH INFANTRY DIVISION, FORT CARSON, CO.

"MAY YOU SOAR ON EAGLE WINGS, HIGH ABOVE THE MADNESS OF THE WORLD"

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Presentation 2

DATE: November 21, 2013

SUBJECT: EvCC East County Campus

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

Everett Community College is committed to serving East Snohomish County residents and businesses by offering college credit, basic skills and English as a Second Language classes, and customized training and classes for employers.

In September 2010, the East County Campus opened the doors to a new east county facility in the Lake Tye Building to serve residents and businesses.

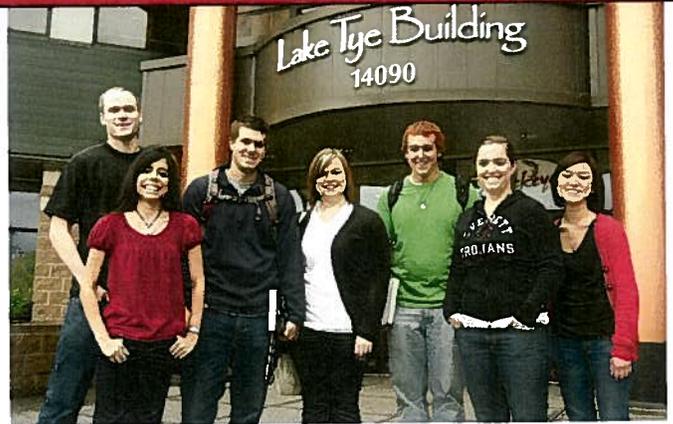
Enrollment steadily increased, and by January 2013, the East County Campus was serving more than 480 students per quarter and expanding course offerings each quarter. The first full-time faculty member joined the East County Campus in the 2013-2014 academic year to teach math and provide advising for students.

Everett Community College East County Campus

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Degrees and Programs



University Transfer Degrees – Students interested in transferring to a university can earn the Associate in Arts and Sciences - DTA (direct transfer agreement) degree in two or three years by taking classes solely in Monroe. This degree meets the lower-division general education requirements of almost all colleges and universities in Washington.

Running Start – High school juniors and seniors who are eligible for the Running Start program can take all of their college classes at the East County Campus.

Business Degrees – Students interested in business can earn degrees in Monroe: Associate in Business - DTA, Associate in Technical Arts in Business Administration and the Business Administration Certificate.

eLearning Classes – Students can take online or hybrid (online plus in-classroom) classes in addition to in-person classes. An open computer lab at the Lake Tye Building is available for students to use.

Corporate Training and Continuing Education – EvCC's Corporate & Continuing Education Center offers customized training for employers and employees and continuing education at the East County Campus.

English as a Second Language – Non-native speakers can learn reading, writing and speaking skills to help them interact successfully with English speakers in the workplace, school and community.

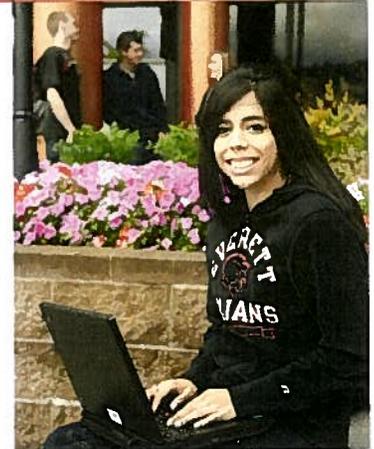
Adult Basic Education Courses – Adult learners can prepare for the GED test or improve their math and English skills.

Services at EvCC East County Campus

Advising – Faculty and staff are available for general advising and educational planning. Registration, enrollment, general financial aid and cashiering services are also available.

Testing – Everett Community College's required placement test is offered Monday through Thursday. Drop-ins welcome. Please contact us for hours.

Computer Labs and Support – All EvCC students may use the open computer lab at the Lake Tye Building. EvCC staff assist with basic computer questions, eLearning (online and hybrid) classes, English composition and basic math. Any community member may use the community computer lab at Park Place Middle School.



East County Campus Locations

Lake Tye Building

14090 Fryelands Blvd. SE, Suite 373
Monroe, WA 98272

Day and evening academic classes,
corporate training, student computer
lab, placement testing, student services,
administrative offices

Monroe High School

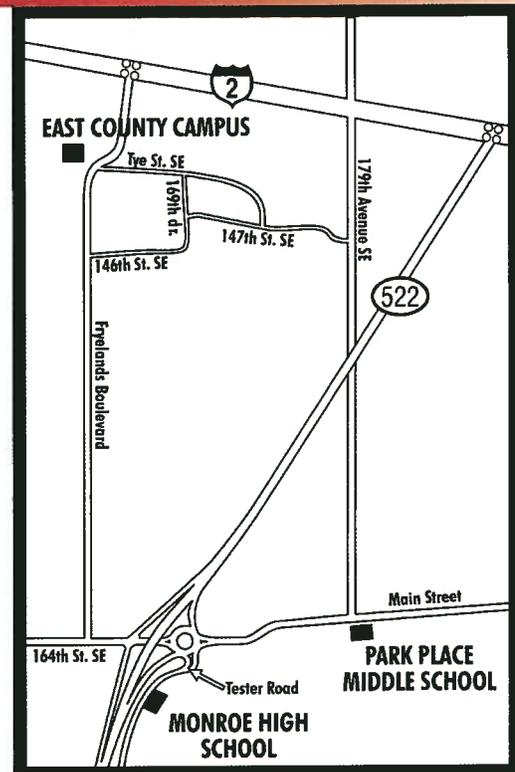
17001 Tester Rd. Monroe, WA 98272
Evening science classes

Park Place Middle School

1408 W. Main St. Monroe, WA 98272
Adult Basic Education, GED Prep and English
as a Second Language (ESL) classes, community
computer lab

Snohomish High School

1316 5th St. Snohomish, WA 98290
Composites certification program



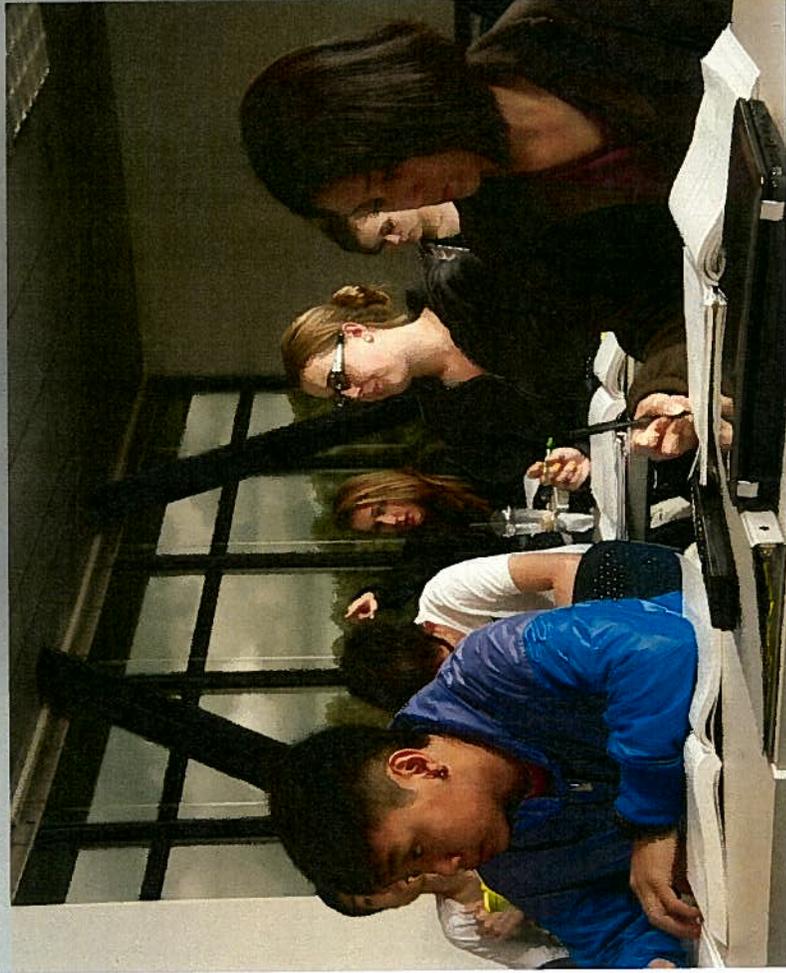
Learn More

EvCC East County Campus
14090 Fryelands Blvd. SE, Suite 373
Monroe, WA 98272 – 425-259-8732
www.everettcc.edu/eastcounty
www.facebook.com/EverettCCEast 

 **EVERETT**
COMMUNITY COLLEGE
East County Campus

EvCC East County Campus

Sultan City Council



November 21, 2013

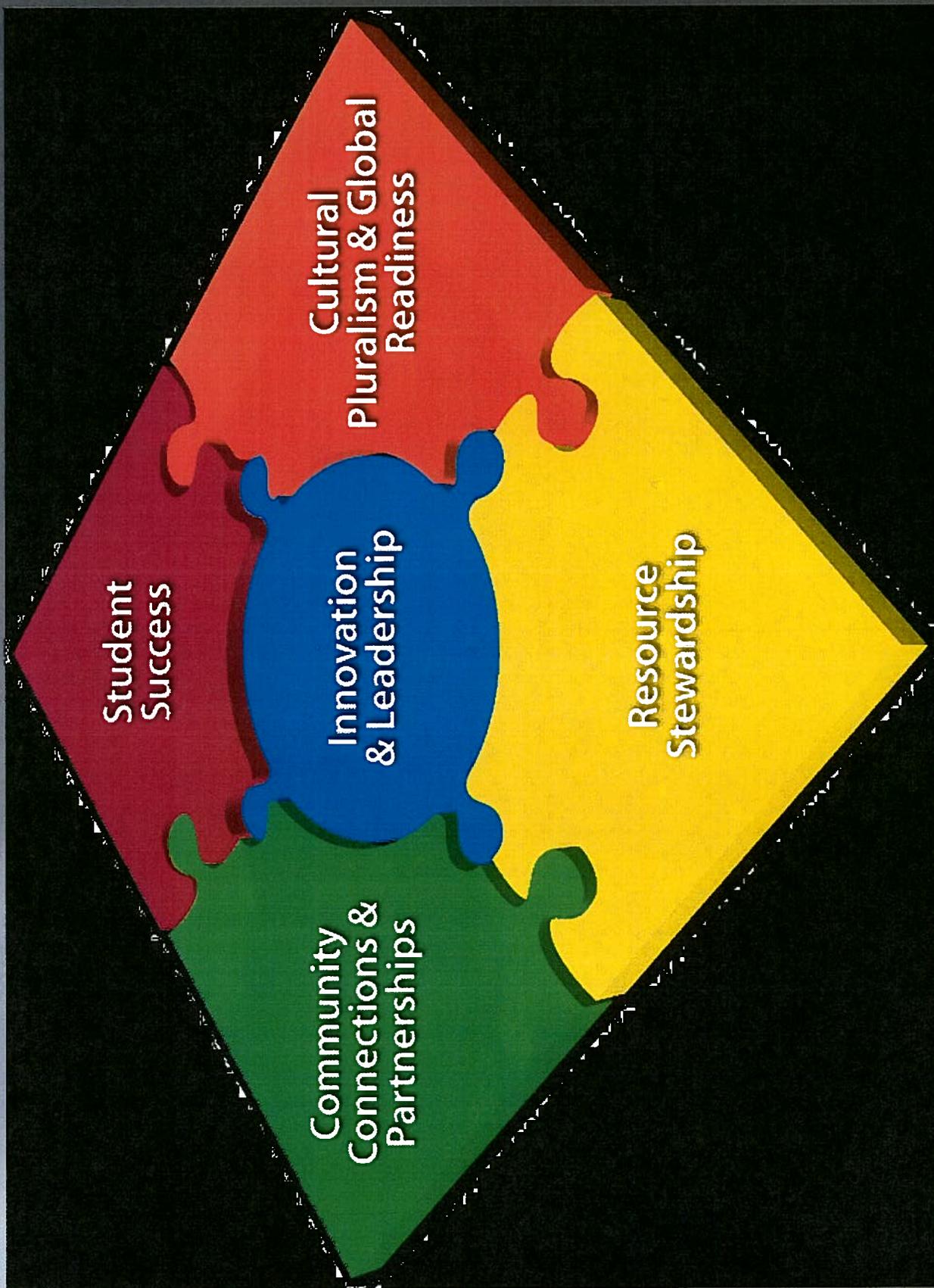
EVCC Strategic Plan

Mission

- ▣ We educate, equip, and inspire each student to achieve personal and professional goals, contribute to our diverse communities, and thrive in a global society

Strategic Priorities

- ▣ Student Success
- ▣ Community Connections and Partnerships
- ▣ Resource Stewardship
- ▣ Innovation and Leadership
- ▣ Cultural Pluralism and Global Readiness



Student
Success

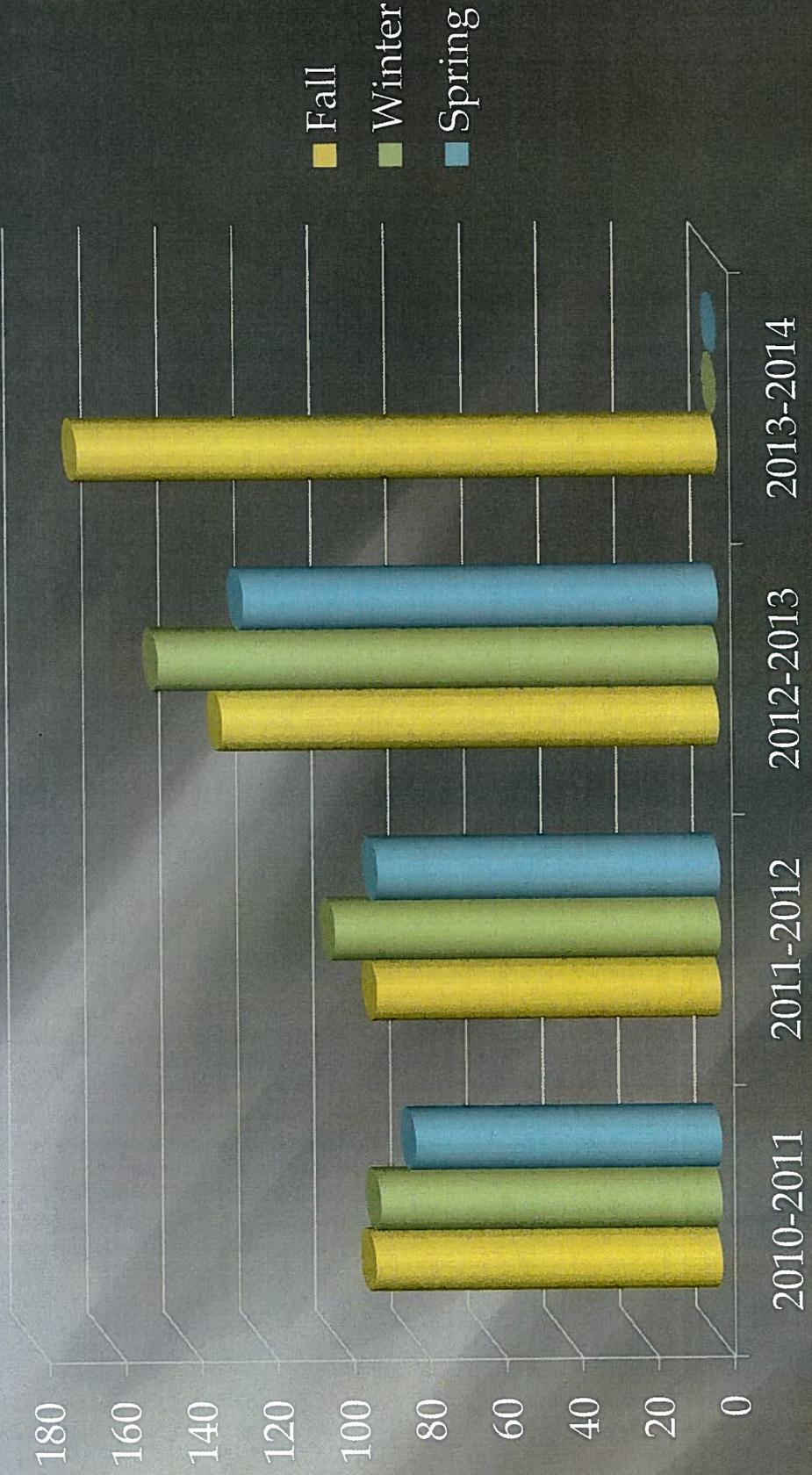
Cultural
Pluralism & Global
Readiness

Innovation
& Leadership

Resource
Stewardship

Community
Connections &
Partnerships

East County Campus Growth



Student Data (Fall 2013)

- ▣ 876 Students 2012 - 2013 (37% increase)
- ▣ 65% students attending only ECC
- ▣ 21% students shared with main campus
- ▣ 14% students shared with eLearning

Student Data (cont'd)

- ▣ 231 Students Summer 2013
- ▣ 600 Students Fall 2013
- ▣ Anticipate 1300 students 2013 - 2014



Program

- ▣ **Increased course offerings**
 - ▣ Fall 2013: 23
 - ▣ Fall 2012: 10
- ▣ **Community Visibility**
 - ▣ ALL East County
- ▣ **Marketing Strategies**
 - ▣ 2013 - Sultan/Goldbar/Startup
 - ▣ 2014 - Monroe/Snohomish



Current Curriculum Programs

- ▣ Basic skills: reading, writing, math, ESL
- ▣ Developmental courses in English and math preparing for college courses
- ▣ Success in college courses
- ▣ General Direct Transfer degree (DTA/AAS)
- ▣ Business Administration; Business Technology; Accounting
 - Transfer degree; Associates; Certificate
- ▣ Education
- ▣ Internship programming/ On the job training opportunities

Student Services/ Other Programs

- ▣ **Student Services**
 - Enrollment Services
 - Cashiering services
 - College entry advising
 - Faculty advising for career/degree plan

- ▣ **Corporate and Continuing Education**
 - Small Business Accelerator
 - Many classes

Full Time Faculty

- ▣ Full Time Faculty transferred to East County
 - Heidi Weiss-Green, Math
 - Lynne Muñoz, Business



Program Courses

- ▣ Accounting
- ▣ Business
- ▣ Composites
- ▣ Computer Literacy
- ▣ Criminal Justice
- ▣ Economics
- ▣ English/Comm.
- ▣ Fine Arts
- ▣ Foreign Language
- ▣ Health/Medical
- ▣ History
- ▣ Math (Developmental & College Level)
- ▣ P.E.
- ▣ Philosophy
- ▣ Political Science
- ▣ Psychology
- ▣ Lab/Non Lab Sciences

Partnership with Business

- ▣ Degrees / Certificates
- ▣ Continuing Education Opportunities
- ▣ Marketing
- ▣ Internships

Questions for the Council

- ▣ Vision for EvCC presence in the City of Sultan?
- ▣ Needs that the City of Sultan has from EvCC?
- ▣ How can EvCC partner with the City of Sultan?

Supporting Actions

“The key indicator for branch campus success is the support of the community for the campus.”

- ▣ More information: Rob Prosch, Director
 - Come and visit us for a tour and receive a free gift!
- ▣ Facebook (“like” us!)/Website
 - Facebook: EvCC East County Campus**
 - www.everettcc.edu/eastcounty
- ▣ Talk up EvCC East County Campus!

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1
DATE: November 21, 2013
SUBJECT: Community Service Officer
CONTACT PERSON: Victoria Forte', Community Service Officer
Robert Martin, Community Development Director



ISSUE:
Transmitting report from Victoria Forte, Community Services Officer

STAFF RECOMMENDATION:
Receive report, no action required.

BACKGROUND:
Current update on Animal Control Program

Attachment A: Community Service Officer Work Log

	Sent to rescue	Euthanized	Dog at Large/ leash law violation	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA) Domestic and Wildlife Animals Abandoned	Aggressive Animal Complaints	Bite Dogs/Cats	Cruelty/Neglect Investigation Complaints	Cat Complaints and/or Calls	Other
January	0	0	10	4	0	0	0	0	1	0
February	0	0	6	1	0	0	0	0	5	1
March	0	0	9	4	0	0	4	0	0	4
April	0	0	9	8	0	0	6	1	3	2
May	1	0	15	1	2	0	3	0	2	1
June	7	0	25	2	1	0	7	1	0	5
July	1	0	18	2	0	0	7	0	1	7
August	1	0	17	4	0	0	6	1	2	2
September	0	1	4	1	1	0	1	0	2	0
October	0	0	8	2	0	0	3	0	3	0
November (12th)	0	0	3	2	0	0	0	0	2	0
December										
Yearly Totals										

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-2
DATE: November 21 , 2013
SUBJECT: Planning Board Minutes
CONTACT PERSON: Robert Martin, Community Development Director



ISSUE:
Transmitting Planning Board Minutes from October 1, 2013 meeting.

NOTE: In error these minutes were previously transmitted to the Council prior to adoption by the Board. They were adopted by the Board at its November 12 meeting without change. They are transmitted herewith as properly adopted minutes.

STAFF RECOMMENDATION:
Receive Report, no action required.

ATTACHMENT A: Planning Board Minutes of October 1, 2013

ATTACHMENT A

SULTAN PLANNING BOARD MINUTES

October 1, 2013

PLANNING BOARD MEMBERS PRESENT:

Lucy Hitchcock
Geoffrey Evans
Gloria Reedy

STAFF PRESENT:

Ken Walker, City Administrator

CALL TO ORDER:

Call to Order at 7:13 p.m.

CHANGES TO THE AGENDA:

PUBLIC COMMENTS:

PLANNING BOARD MEMBER COMMENTS:

Ms. Hitchcock: Welcome Ms. Reedy.

Mr. Evans: Welcome Ms. Reedy.

Ms. Reedy: Missed last meeting, health. Happy to be at first meeting as a member.

APPROVAL OF MINUTES:

Mr. Evans moved approval of minutes from Sept. 10 meeting.

Ms. Hitchcock second.

All Ayes. (Ms. Reedy abstain due to absence)

PUBLIC HEARING AND ACTION ITEMS:

DISCUSSION AND STUDY ITEMS:

D-1: Medical Marijuana Update

Mr. Walker gave the Board an update on the Washington marijuana laws, and local efforts to respond. The City Council is taking up the Planning Board's recommendation regarding zoning for Collective Gardens at its October 24, 2013 meeting.

The Board and Mr. Walker discussed local options. No action was required.

D-2: Zoning Code Development: Residential Density Ranges in Current and Proposed Code:

Mr. Walker reviewed the staff report with the Board. Discussion proceeded concerning various approaches to density and minimum lot size.

Ms. Hitchcock provided the text of the Duvall R-4 residential zone which is based on a 6,000 sq.ft. minimum lot size. The Board is concerned that some development patterns of the early 2000's may be implemented again if the existing residential land use zones are essentially carried over into the new code.

Ms. Hitchcock appreciated Duvall's quantified approach and asked that staff look at this and similar other codes as the Board finalizes the draft for the new code. She also expressed interest in a mixed use zone.

Ms. Reedy was concerned that the residential zoning should not result in artificially high land prices.

PUBLIC COMMENTS:

PLANNING BOARD MEMBER COMMENTS:

Mr. Evans appreciated Ms. Reedy's interest and involvement on the Board. He asked that staff provide a disc with the Comprehensive Plan.

Ms. Hitchcock agreed.

Ms. Reedy thanked the Board for the opportunity. She would like a disc with the Comprehensive Plan also.

ADJOURNMENT:

Mr. Evans moved to adjourn

Ms. Reedy seconded.

All Ayes.

Adjourned at 8:20

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item : SR- 3
Date: November 21, 2013

SUBJECT: Grants Staff Report

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:
Review Grants Staff Report

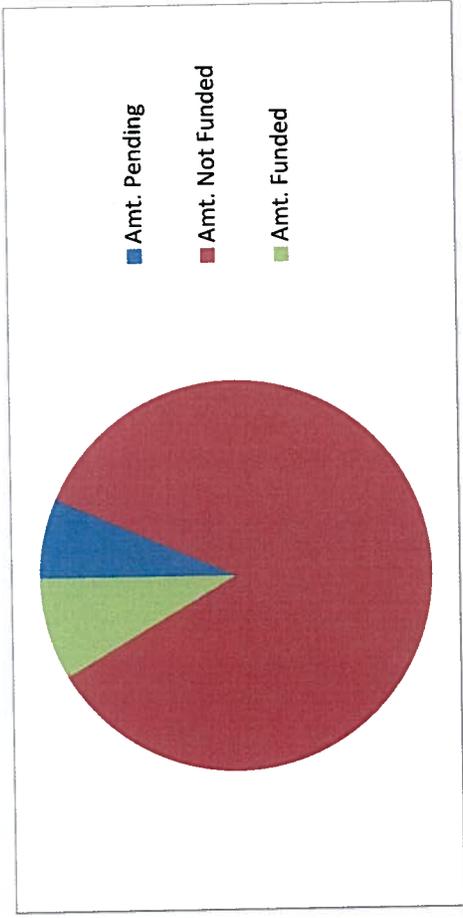
STAFF RECOMMENDATION:
No action required

ATTACHMENT:
Attachment A: Grants Staff Report

**City of Sultan
Grant Status Report
November 21, 2013**

Pending Grant	Date Applied	Department	Amount Pending	Amount Not Funded	Amount Funded	Project Status
Alder Ave. Water/Sewer Lines Replacement – CDBG	Oct. 2012	Public Works			\$145,000	Project on Schedule
Alder Ave. Water/Sewer Lines- Leg. Request	Feb. 2013	Public Works			\$185,000	Project on Schedule
TIB Request Match for Sultan Basin Rd. Overlay	April, 2013	Public Works			\$39,883	Project on Schedule
Emergency Command Center Leg. Request	Feb. 2013			\$850,000		Project on hold due to lack of location.
Bike/Ped Bridge - State Appropriations Request	Feb. 2013	Public Works		\$2,500,000		Reapplied for a Transportations Alternatives Grant
Bike/Ped Bridge – Trans Alternatives	August, 2013	Public Works		\$3,751,512		PSRC Reviewing the Application
Energy Efficiency Grant – Solar Panels @ City Hall & VIC	Feb. 2013	Public Works		\$249,272		Reapplied for & received a Planet Power Grant
Planet Power-Solar Panels @ Comm. Ctr.	July, 2013	Public Works			\$48,502	Project on Schedule
CPG Cleanup Day Grant	Mar. 2013	Public Works			\$6,385	Funded for 2014 & 2015

Pending Grant	Date Applied	Department	Amount Pending	Amount Not Funded	Amount Funded	Project Status
Rural Town Centers Sultan Basin Rd. Sidewalk	May, 2013	Public Works		\$289,001		Reapplied for a TIB Grant
Rural Business Opportunity Grant	June, 2013	Economic Development	\$100,000			
GMA Comp. Plan Update	July, 2013	Planning			\$18,000	State Allocation – Application Submitted
Sultan Basin Rd. Sidewalk - TIB	August, 2013	Public Works	\$185,000			Award Announcement is Nov. 21, 2013
Trails Acquisition – Conservation Futures	September, 2013	Administration			\$324,600	Contracting with Snohomish County
Water/Sewer Replacement on 4 th and High - CDBG	October, 2013	Public Works	\$300,000			Requires a Presentation in January, 2014
Sno. Co. Tourism – Community Event Signs (2)	November, 2013	Economic Development	\$10,500			Under review at Snohomish County
Total:			\$595,500	\$7,674,785	\$767,370	



SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: SR – 4

DATE: November 21, 2013

SUBJECT: Public Works Monthly Report

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

ISSUE:

Provide monthly reports to Council regarding:

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

SUMMARY:

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

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

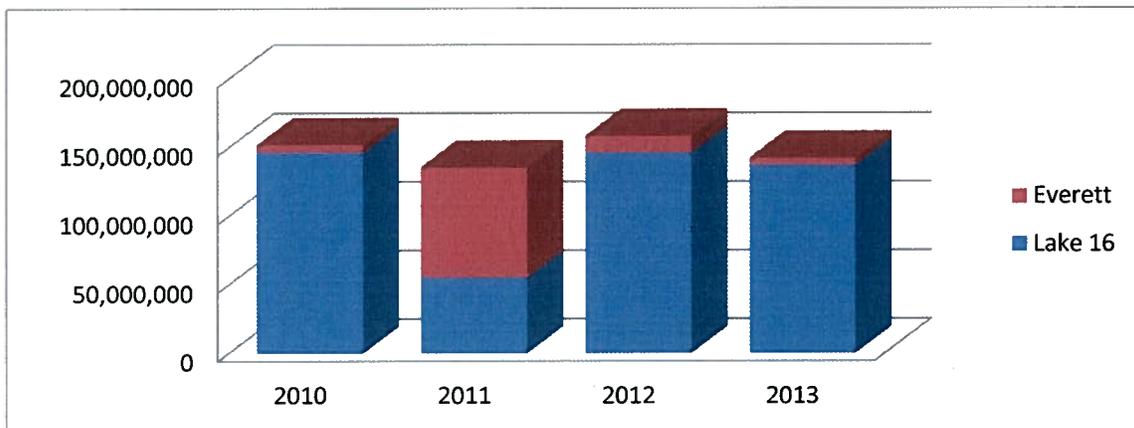
ATTACHMENTS:

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

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2010	2011	2012	2013
Lake 16	146,834,350	55,707,050	146,762,070	137,829,000
Everett	5,542,680	80,360,632	11,943,316	4,905,384
Total Gallons	152,377,030	136,067,682	158,705,386	142,734,384
% Everett	4%	59%	8%	3%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

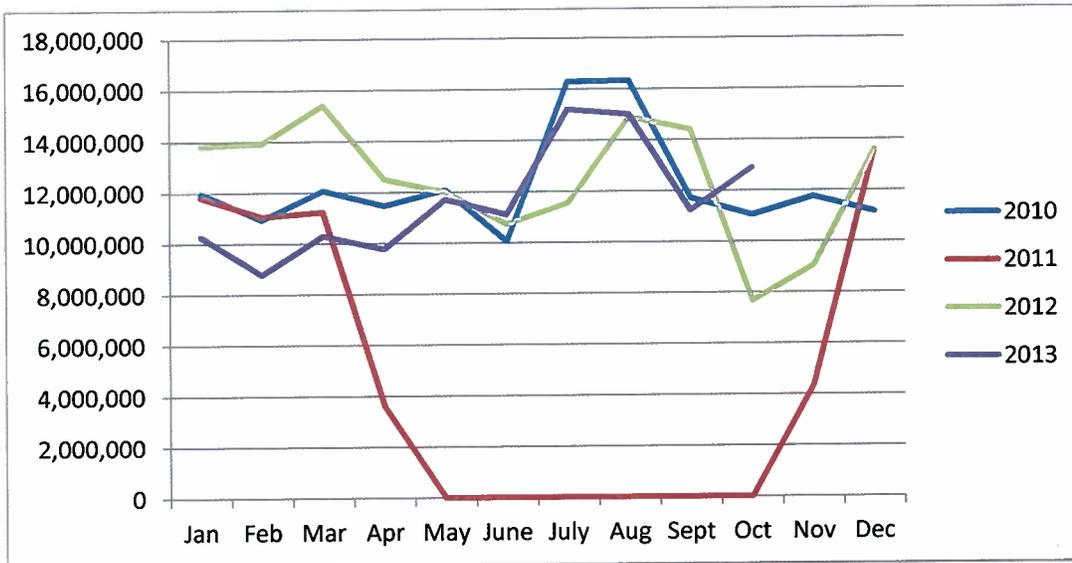
MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS
Jan-13	285.7	12,695,000	855,000	1,200,500	368,000	10,271,500	122	1.4	1,392	1,341	93.0
Feb-13	240.0	10,821,000	540,000	939,900	562,500	8,778,600	98	1.2	1,207	1,095	70.0
Mar-13	277.0	12,453,000	621,000	1,131,200	405,000	10,295,800	113.3	1.4	1,394	1,334	73.0
Apr-13	274.0	12,330,000	612,000	1,571,000	371,250	9,775,750	113	1.5	1,492	1,023	85.0
May-13	310.9	14,516,000	748,800	1,290,010	768,000	11,709,190	128.7	1.7	1,761	1,153	96.0
Jun-13	290.0	13,654,000	700,800	1,138,800	708,000	11,106,400	129.8	1.8	1,554	1,087	83.0
Jul-13	380.8	18,270,000	855,000	1,486,900	720,000	15,208,100	157	2.8	1,088	1,253	111.0
Aug-13	342.8	16,369,000	769,000	1,364,000	648,000	15,005,000	154	2.4	1,162	1,660	103.0
Sep-13	308.4	13,820,000	739,200	1,203,800	641,250	11,235,750	146.2	2.3	1,776.00	2,145	79.0
Oct-13	289.1	12,901,000	691,200	1,207,900	652,500	10,349,400	147	1.8	1,828	1,400	85.0
Nov-13						0					
Dec-13						0					
TOTALS	2,998.7	137,829,000	7,132,000	12,534,010	5,844,500	113,735,490	1,309	18.3	14,654	13,491	878.0
AVERAGE	299.9	13,782,900	713,200	1,253,401	584,450		131	1.8	1,465	1,349	87.8

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

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2010	2011	2012	2013
Jan	11,986,600	11,816,800	13,837,500	10,271,500
Feb	10,940,800	11,059,100	13,917,500	8,778,600
Mar	12,070,300	11,246,150	15,413,700	10,295,800
Apr	11,473,900	3,636,500	12,509,700	9,775,750
May	12,080,100	0	11,994,500	11,709,190
June	10,055,300	0	10,721,850	11,106,400
July	16,291,400	0	11,536,100	15,208,100
Aug	16,332,850	0	14,897,550	15,005,000
Sept	11,716,200	0	14,403,400	11,235,750
Oct	11,049,000	0	7,669,000	12,901,000
Nov	11,755,700	4,359,500	9,048,000	
Dec	11,159,200	13,589,000	13,589,000	
TOTAL	146,911,350	55,707,050	149,537,800	116,287,090
AVG	12,242,613	4,642,254	12,461,483	11,628,709

ALL NUMBERS ARE IN GALLONS



2013 FIRE HYDRANT EXERCISING SCHEDULE

Month-Year	Actual # of FH's Exercised	Program Goal	Remaining FH's at Month End
			255
Mar-13	42	24	213
Apr-13	32	40	181
May-13	35	40	146
Jun-13	64	40	82
Jul-13	33	40	49
Aug-13	19	40	30
Sep-13	17	9	13
Oct-13	10	0	3
Nov-13		0	
Dec-13		0	
TOTAL		233	

In addition to the 17 hydrants in Sultan, the crew also flushed 8 hydrants in the Startup system in September.

2013 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Jan-13	0		613
Feb-13	68	56	545
Mar-13	51	56	494
Apr-13	32	56	462
May-13	34	56	428
Jun-13	0	56	428
Jul-13	40	56	388
Aug-13	26	56	362
Sep-13	1	56	361
Oct-13	0	55	361
Nov-13		55	
Dec-13		55	
TOTAL		613	

CITY OF SULTAN
Wastewater Treatment Plant
Operational Report
2012 - 2013

MONTH	Influent Flow (Max High allowed 0.72 MGD)			Total Rainfall Inches	Effluent PH (Range allowed 6.0 - 9.0)		Biological Oxygen Demand (Range allowed 85% to 100%)	Avg Suspended Solids (Range allowed 85% to 100%)	Sludge Wasted Gallons	Hauled Wet Tons	
	Total (MG)	Avg (MGD)	High (MGD)		Low (MGD)	PH Low					PH High
Jan-12	10,965	0.353	0.650	0.262	6.5	6.9	97.2	96.0	96,723	24.72	
Feb-12	11,468	0.395	1.511	0.249	6.3	6.8	97.2	95.2	122,915	48.16	
Mar-12	11,161	0.36	0.586	0.251	6.5	6.8	96.5	95.2	119,228	35.87	
Apr-12	9,143	0.305	0.413	0.238	6.2	6.7	97.5	96.4	104,348	21.98	
May-12	10,191	0.329	0.510	0.275	6.5	6.5	98.3	97.6	106,900	33.02	
Jun-12	9,818	0.327	0.393	0.281	6.3	6.8	98.2	97.4	87,077	22.48	
Jul-12	8,118	0.262	0.326	0.22	6.3	6.8	98.7	98.0	107,479	28.47	
Aug-12	6,615	0.213	0.233	0.189	6.3	6.8	98.5	96.6	80,222	18.68	
Sep-12	6,235	0.208	0.235	0.168	6.2	6.9	98.8	97.6	62,517	20.98	
Oct-12	8,461	0.273	0.497	0.203	6.4	6.8	98.3	97.3	68,736	20.88	
Nov-12	11,936	0.398	0.861	0.297	6.3	6.5	98.4	97.2	105,762	23.18	
Dec-12	13,499	0.435	0.778	0.290	6.1	6.4	96.1	91.5	67,761	23.03	
Jan-13	12,675	0.409	1.093	0.237	6.1	6.6	95.0	92.4	83,787	34.82	
Feb-13	8,804	0.314	0.395	0.260	6.3	6.7	96.0	93.1	72,960	35.17	
Mar-13	10,701	0.345	0.485	0.27	6.2	6.5	96.6	95.5	64,315	23.23	
Apr-13	11,602	0.387	0.628	0.217	6.3	6.4	97.6	97.7	58,980	23.98	
May-13	9,415	0.304	0.377	0.259	6.2	6.5	98.2	98.0	79,250	35.77	
Jun-13	7,892	0.263	0.341	0.234	6.2	6.5	98.5	98.4	82,452	23.23	
Jul-13	6,815	0.220	0.245	0.195	6.3	6.7	98.9	98.9	99,922	18.08	
Aug-13	6,484	0.209	0.278	0.189	6.4	6.7	98.8	98.5	88,730	35.58	
Sep-13	7,342	0.245	0.415	0.204	6.5	6.8	98.7	99.1	72,494	24.48	
Oct-13	8,320	0.268	0.397	0.226	6.3	6.7	98.4	98.5	73,875	36.92	
Nov-13											
Dec-13											

2013 GARBAGE REPORT

	2012 TONS	2012 COST	2013 TONS	2013 COST
January	130.73	\$13,732.00	141.21	\$14,830.00
February	132.41	\$13,911.00	130.45	\$13,702.00
March	160.53	\$16,861.00	140.42	\$14,750.00
April	146.87	\$15,431.00	148.68	\$15,613.00
May	144.69	\$15,202.00	153.33	\$16,103.00
June	146.97	\$15,441.00	124.58	\$13,083.00
July	144.48	\$15,181.00	126.67	\$13,301.00
August	150.09	\$15,770.00	152.30	\$15,537.00
September	167.22	\$17,567.00	147.71	\$15,512.00
October	146.92	\$15,429.00	138.09	\$14,503.00
November	174.61	\$18,337.00		
December	145.76	\$15,308.00		
TOTALS	1,791.28	\$188,170.00	1,403.44	146,934.00



**City of Sultan
Tonnage**

<u>Sector</u>	<u>Commodity</u>	<u>Jan-13</u>	<u>Feb-13</u>	<u>Mar-13</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13</u>	<u>Jul-13</u>	<u>Aug-13</u>	<u>Sep-13</u>	<u>Oct-13</u>	<u>Nov-13</u>	<u>Dec-13</u>	<u>Total</u>
Commercial	Recycle	2.69	2.89	2.55	3.26	3.20	2.79	2.37	4.33	4.42	4.35	-	-	32.85
Multifamily	Recycle	2.68	2.30	2.56	3.26	2.43	2.64	2.87	2.48	2.37	2.75	-	-	26.34
Residential	Recycle	35.50	32.27	34.51	43.15	33.25	36.82	42.01	31.93	38.96	34.93	-	-	363.33
	Total Recycle	40.87	37.46	39.62	49.67	38.88	42.25	47.25	38.74	45.75	42.03	-	-	422.52
Commercial	Yardwaste	0.12	0.21	0.47	0.50	0.47	0.57	0.47	0.19	0.42	0.30	-	-	3.72
Multifamily	Yardwaste	1.74	3.01	6.82	5.95	11.58	12.19	6.35	2.76	5.96	4.23	-	-	60.59
Residential	Yardwaste	8.88	15.36	34.76	37.91	35.45	42.85	35.17	15.13	32.64	23.16	-	-	281.31
	Total Yardwaste	10.74	18.58	42.05	44.36	47.50	55.61	41.99	18.08	39.02	27.69	-	-	345.62

CEMETERY REPORT
BURIALS

103 Cemetery Operating Fund

Description	2013 BUDGET	2013 ACTUAL
Revenue		
Beginning Balance	0	1,924
Cemetery Fees	25,000	21,011
Investment Interest	0	0
Total Resources	<u>25,000</u>	<u>22,935</u>
Expenditures		
Total Expenditures	738	24,199
Ending Fund Balance	266	-1,264

Burials	YTD 2013
Ash	5
Full	6

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: Staff Report – 5
DATE: November 21, 2013
SUBJECT: Public Works Projects-Update
CONTACT PERSON: Connie Dunn, Public Works Field Supervisor

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

SUMMARY:

WASTEWATER TREATMENT:

The city called a vacator truck out for an emergency repair of a plugged side sewer issue on 3rd Street.

WATER SYSTEM:

Mike Williams has been inspecting the construction on the 6th Street water line project. Slated to be fully connected, finishing one more loop in the water system. Looped water systems increase fire flow and better tasting water to the residents.

Matt Wood tested and received the Washington State Water Systems Manager 1 certification. Congratulations!

CEMETERY:

The cemetery was mowed and weed eated for the Veterans Day holiday.

MISCELLANEOUS:

The public works crew continually does garbage three days a week, mows and weed eats the city parks, sweeps the streets, and takes care of the city owned buildings along with any other requests or issues that come up throughout the month. The crews at the water and sewer plants keep the plants running smooth and efficiently.

Thank you,
Connie Dunn

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: PH-1

DATE: November 21, 2013

SUBJECT: Capital Project Budget

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for capital improvements.

SUMMARY:

Attached is a copy of the 2014-15 proposed Capital Budget Projects. The proposed projects include:

2014-2015 CAPITAL PROJECTS	
Street & Transportation Improvements	
Street chip seal project	\$12,000.00
Alder Ave Reconstruction - 5th Street to 8th Street	\$530,516.00
Sultan River Bridge Design	\$517,229.00
Sultan River Bridge Construction	\$3,744,000.00
Fourth Street Overlay - Alder Ave to Fir Ave	\$360,356.00
High Avenue Reconstruction – 1 st Street to 4 th Street	\$531,834.00
1st Street Speed Cushions	\$3,000.00
Sultan Basin Road Sidewalk	\$200,000.00
Sultan Basin Road – Raised Pavement Markers	\$1,000.00
Water System Improvements	
Gohr Road & 135th St Water Main Design	\$31,400.00
Gohr Road & 135th St Water Main Construction	\$314,000.00
Booster Pump House Upgrade Design	\$345,800.00
Booster Pump House Upgrade Construction	\$1,582,900.00
Alder Avenue Water Main Replacement Design (5th to 8th)	\$11,676.00
Alder Avenue Water Main Replacement (5th to 8th)	\$172,000.00
Sultan Bridge Water Design	\$55,600.00
Sultan Bridge Water Main	\$90,000.00
PRV Station Replacement Design	\$7,500.00
PRV Station Replacement	\$75,000.00
Fourth Street Water Main Replacement Design (Alder to Fir)	\$14,600.00
Fourth Street Water Main Replacement (Alder to Fir)	\$290,000.00
High Avenue Water Main Replacement Design (1 st to 4 th)	\$6,500.00
High Avenue Water Main Replacement (1 st to 4 th)	\$243,000.00
Everett Intertie Improvements Design	\$11,000.00
Everett Intertie Improvements	\$73,500.00
Sewer System Improvements	
Lift Station Upgrade Design	\$69,000.00
Lift Station Upgrade	\$255,300.00
I & I Program	\$30,000.00
Alder Avenue Sewer Design (5 th to 8 th)	\$28,000.00
Alder Avenue Sewer (5 th to 8 th)	\$227,000.00
Sultan Bridge Sewer Design	\$83,400.00

Sultan Bridge Sewer	\$175,000.00
Fourth Street Sewer Main Replacement Design (Alder to Fir)	\$20,200.00
Fourth Street Sewer Main Replacement (Alder to Fir)	\$310,000.00
High Avenue Sewer Main Replacement Design (1 st to 4 th)	\$15,200.00
High Avenue Sewer Main Replacement (1 st to 4 th)	\$125,000.00
Storm Water Improvements	
Dyer Rd Culvert Replacement	\$400,000.00
2013-2014 TOTAL EXPENDITURES	(\$10,762,011.00)

Street & 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 Real Estate Excise Tax (REET) 2.

Alder Avenue Reconstruction (5th Street to 8th Street)

The design is 90 percent complete with construction planned for May 2014. Construction of the transportation improvements are grant funded through a Community Development Block Grant and a Legislative Proviso.

Sultan River Pedestrian Bridge

The design is 30 percent complete with construction planned for summer 2014, 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.

Fourth Street Overlay (Alder Avenue to Fir Avenue)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The transportation improvements are grant funded through the Transportation Improvement Board. The sanitary sewer and water construction are currently unfunded.

High Avenue Reconstruction (1st Street to 4th Street)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The transportation improvements are grant funded through the Transportation Improvement Board. The sanitary sewer and water construction are currently unfunded.

1st Street Speed Cushions

This project is planned for 2014 and will be funded using REET2.

Sultan Basin Road Sidewalk

This project is planned on the east side of Sultan Basin Road to fill in a missing gap of sidewalk north of the Timber Ridge development. The project is dependent on receiving a grant from the Transportation Improvement Board.

Sultan Basin Road Raised Pavement Markers (RPMs)

This project is planned to add raised pavement markers to the striping on the recently completed Sultan Basin Road Overlay project. This project will be funded using REET2.

Water System Improvements

Gohr Road & 135th Street Water Main

The design is proposed to be funded using Water Capital Funds. The construction is proposed to be loan funded.

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 upgrade effort is proposed to be loan funded as the costs are significant.

Alder Avenue Reconstruction (5th Street to 8th Street)

The design is 90 percent complete with construction planned for May 2014. Construction of the water improvements are grant funded through a Community Development Block Grant and a Legislative Proviso (each grant is specifically for sewer and water improvements).

Sultan River Pedestrian Bridge

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving construction funding. The design of the water related elements are to be funded using Water Capital Funds. Construction of the water related elements is currently unfunded.

PRV Station Replacement

The design and construction of PRV #1 are proposed to be funded using Water Capital Funds.

Fourth Street Overlay (Alder Avenue to Fir Avenue)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The water improvements are currently unfunded and anticipated to be paid for with a loan.

High Avenue Reconstruction (1st Street to 4th Street)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The water improvements are currently unfunded and anticipated to be paid for with a loan.

Everett Intertie Upgrade

This design and construction of this project is proposed to be funded using Water Capital Funds.

Water Capital Fund

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

Gohr Road & 135 th Street Design	\$31,400
4 th Street Water Design	\$14,600
Alder Avenue Water Design	\$11,676
High Avenue Water Design	\$6,500
Sultan Bridge Water Design	\$55,600
PRV #1 Design & Construction	\$82,500
<u>Everett Intertie Design & Construction</u>	<u>\$84,500</u>
Total	\$286,776

The following funds are currently available:

405 – Water Reserve Fund	\$310,614
409 – Water System Improvements Fund	\$0
400 - Water Operating Fund	\$258,422

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

- Transfer \$160,614 from Fund 405 (Water Reserve Fund) to Fund 409 (Water System Improvements Fund), leaving \$150,000 in the Water Reserve Fund.
- Transfer \$18,500 of Operating Funds to Fund 405 (Water Reserve Fund) to specifically cover the PRV#1 Design & Everett Intertie Improvements (already proposed in the 2014 Operating Budget).
- Transfer \$108,422 from Fund 400 (Water Operating Fund) to Fund 409 (Water System Improvements Fund) leaving \$150,000 in the Water Operating Fund

Proposed funds after transfers:

405 –Water Reserve Fund	\$150,000
409 – Water System Improvements Fund	\$287,536
400 – Water Operating Funds	\$150,000

The \$287,536 in Fund 409 is adequate to fund the proposed capital improvements of \$286,776.

Sewer System Improvements

Lift Station Upgrade

The design is proposed to be funded using Sewer Capital Funds. The construction is proposed to be loan funded.

Infiltration and Inflow Study

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

Alder Avenue Reconstruction (5th Street to 8th Street)

The design is 90 percent complete with construction planned for May 2014. Construction of the sewer improvements are grant funded through a Community Development Block Grant and a Legislative Proviso (each grant is specifically for sewer and water improvements).

Sultan River Pedestrian Bridge

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving construction funding. The design of the sewer related elements are to be funded using Sewer Capital Funds. Construction of the sewer related elements is proposed to be loan funded.

PRV Station Replacement

The design and construction of PRV #1 are proposed to be funded using Water Capital Funds.

Fourth Street Overlay (Alder Avenue to Fir Avenue)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The water improvements are currently unfunded and anticipated to be paid for with a loan.

High Avenue Reconstruction (1st Street to 4th Street)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The sewer improvements are currently unfunded and anticipated to be paid for with a loan.

Sewer Capital Fund

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

Lift Station Design Upgrade	\$69,000
Infiltration & Inflow Study	\$30,000
4 th Street Sewer Design	\$20,200
Alder Avenue Sewer Design	\$10,778
High Avenue Sewer Design	\$15,200
Sultan Bridge Sewer Design	\$83,400
Total	\$228,578

The following funds are currently available:

404 – Sewer Reserve Fund	\$67,209
407 – Sewer System Improvements Fund	\$55,973
400 - Sewer Operating Fund	\$351,050

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

- Leave Fund 404 (Sewer Reserve Fund) intact.
- Transfer \$65,000 of Operating Funds to Fund 407 to specifically cover the majority of the Lift Station Design Upgrade (already proposed in the 2014 Operating Budget).
- Transfer \$201,050 from Fund 400 (Sewer Operating Fund) to Fund 407 (Sewer System Improvement Fund) leaving \$150,000 in the Sewer Operating Fund

Proposed funds after transfers:

404 –Sewer Reserve Fund	\$67,209 (no change)
407 – Sewer System Improvements Fund	\$322,023
400 – Sewer Operating Fund	\$150,000

The \$322,023 in Fund 407 is adequate to fund the proposed capital improvements of \$228,578.

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.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: November 21, 2013
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

SUMMARY:

Attached are the minutes of the November 7, 2013 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted

CITY OF SULTAN COUNCIL MEETING – November 7, 2013

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

PRESENTATIONS:

Volunteer Spotlight: The Council recognized the Return of the Salmon Celebration Committee, and the many community volunteers who planned and organized the Second Annual Return of the Salmon Celebration on September 28, 2013.

In January 2013, the City approached Craig Young and his wife, Mars Miller about organizing the 2nd Annual Return of the Salmon Celebration in Sultan. According to Craig, they agreed because the City and Chamber of Commerce has a visionary group of people who provide a world-class support system for community inspired events: "We were happy to continue the Return of the Salmon Celebration on an annual basis knowing it would have the support of the City and Chamber; they are absolutely vital in pulling off a citizen organized Celebration like this", commented Craig.

The committee quickly grew to 13 community members consisting of a wide variety of local citizens. Each member took on duties that ultimately made the event a huge success.

They developed a Vision Statement: "The Celebration will promote economic development for the City, support local recreational industries and promote recreational use of area natural resources, and provide watershed education and protection. The Celebration will also provide cultural education and recognize and honor the City's namesake, Chief T'seul-Ted".

They then penned the Proclamation, proclaiming September 28, 2013 as Return of the Salmon Celebration Day and Day of Remembrance of Chief T'seul-Ted that was read at the City Council Meeting.

The committee decided to hold the event under the covered basketball court in Osprey Park, "just in case it rains", and did it ever rain! Yet even in spectacularly stormy weather, more than 200 people came throughout the day, and continued coming up to and past the ending time. Under cover, everyone stayed dry and the festivities went on as planned.

Craig Young: Introduced the members of the committee. Projects get done because people give up their time and energy and people working together is what keeps a community strong.

COMMENTS FROM THE PUBLIC:

Tony Redding: Has come to her attention that downtown is not the sweet place it was and has been invaded by drug users. She would like to see more police presence and reduced activity and is willing to help.

Ole Carlson: Presented a letter from the Senior Center requesting support for the lunch program at the Senior Center. A brief discussion on ways to advertise the lunch and breakfast program was held. The Senior Center is working on their non-profit status.

Steve Irons: Discussed his utility bill. Received bill for \$145 for the same period. Was charged for two-month period and is getting charged again. Meters are ready every month and he is charged for the same two months twice. Ripped off by the city. (Staff will meet with him to discuss his billings).

COUNCILMEMBER COMMENTS

Marshall: Excited the election is over and everyone can move on.

George: There will be five trustee sales in Sultan over the next two weeks.

CITY OF SULTAN COUNCIL MEETING – November 7, 2013

Davenport-Smith: Nice to see large crowd. For the Senior Center, ask if any grant funds are available thru VOA? (They have received \$2000 in grants). She would be willing to help explore all options for grants. The Sky Valley Coalition is a group dealing with the drug issues. Their purpose is to reduce drug use in the area and she invited Tony to the meeting. They have a five-year strategic plan and very active youth coalition.

Neigel: Nice to see everyone attending the meeting and it is great to celebrate some amazing accomplishments. He also has access to a database for grants and would help the Seniors.

Blair: Sorry she missed the salmon celebration this year. For the Seniors, she would like to say the city has funds available but the city budget is very tight. There is help from council and other programs available. The capital facilities will be discussed this evening and as a councilmember, she worked hard to get that program in place. MRSC discussed the need for cities to have capital plans and found very few cities have a plan. The biggest problem is always funding for capital. Nice to see packed house.

Beeler: Advised Mr. Irons the city is good to work with and will help him with understanding the bill. There was a Veterans Day assembly at the Middle School and he went to watch his son's Scout group. On Veterans Day, the City will have a celebration beginning at 1 PM with an exhibit at City Hall. The Council has passed a motion saying don't want marijuana in the city so they are taking steps in the city to control drugs. Pierce County also banned collective gardens. Police can do enforcement as allowed.

City Administrator: 1) The Senior Center purchases food at Costco and Fred Meyer. Second Harvest provides food and it is sold by the pound. The city staff contacted them to see if they can help with food for the Senior Center. 2) Thanks to the candidates for removing their signs quickly. PDC website notes WSDOT prohibits signs along the state right of way and during the next election signs will not be allowed on US 2. The city was notified by both BNSF and WSDOT regarding the signs in the city. 3) Staff has been instructed they don't have to attend Council meetings if they have no agenda item. Respect the fact they are salaried and should not have to attend unnecessary meetings.

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

- 1) Police Report
- 2) Code Enforcement

HEARINGS: 2014 Budget – General Fund and Public Works Funds – minutes are under separate report.

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

- 1) Approval of the October 24, 2013 Council Meeting Minutes
- 2) Approval of the October 24, 2013 Public Hearing minutes on Collective Gardens
- 3) Approval of the October 24, 2013 Public Hearing minutes on the 2014 Tax Levy
- 4) Approval of vouchers in the amount of \$122,797.94 and payroll through October 25, 2013, in the amount of \$50,690.10 to be drawn and paid on the proper accounts.
- 5) Adoption of Ordinance 1175-13 – 2014 Property Tax Levy
- 6) Adoption of Ordinance 1176-13 – 2014 Police Bond Levy

CITY OF SULTAN COUNCIL MEETING – November 7, 2013**ACTION ITEMS:****Ordinance 1178-13 2014 Salary Schedule**

The issue before the City Council is to consider a wage Proposal from Non-represented employees and Ordinance 1178-13 – 2014 Salary Schedule.

The 2013 Budget included a 2.7% COLA for union employees and a 1.7% increase for non-represented employees. In accordance with the Union Contract, for 2014 represented employees will receive the minimum COLA of 2.5%.

There are six non-represented employees. To provide the same 2.5% COLA would cost the city approximately \$14,500 in wages and benefits. The non-represented employees have a counter proposal to receiving a COLA for 2014. In lieu of a COLA, employees are proposing the city contribute \$100 a month to each employees Deferred Comp account. This proposal will cost \$7,200 to the city and offer an overall savings of \$7,230. The reduced COLA in 2013 amounted to a savings of less than \$6,000.

Discussion: Not obligated to give any increase so not really saving money; has been policy to treat employees equally and give increase to non-represented; the budget includes the \$100; gave non-represented less increase last year and giving less again this year; thanks to staff for bringing the proposal forward.

On a motion by Councilmember Blair, seconded by Councilmember Beeler, Ordinance 1178-13 setting the 2014 Salary Schedule was introduced for a first reading. All ayes, except George who voted nay.

Resolution 13-06 2014 Salary Allocation

The issue before the Council is the adoption of Resolution 13-06 to allocate salaries and benefits to the various operating funds for the 2014 Budget.

The 2014 allocation for wages and benefits are based on actual hours worked in the various funds through September 2013 and the proposed work program for 2014. In 2013, staff worked on several street projects (Sultan Basin Road intersection and overlay projects, design work on Alder, High and 4th). In 2014, staff time will be spent on water, sewer and stormwater projects and funding potentials. For 2014, there are no major changes for salaries and benefits allocation. The reduction in wages and benefits will occur due to staff reductions:

Councilmember George advised time was allocated for the Community Development Director in the utility funds and in accordance with the Auditor's report, work on the comp plan is a General Fund activity and personnel should not be charged to the utility funds for work on the plan. It is wrong and she will vote no on the resolution.

On a motion by Councilmember Beeler, seconded by Councilmember Davenport-Smith, Resolution 13-06 allocating salaries and benefits for 2014 to the appropriate fund budgets, was adopted. All ayes except Councilmember George who voted nay.

RH 2 – Contract for Everett Intertie

The issue before the council is to authorize the Mayor to sign a contract with RH2 Engineering, Inc. (RH2) to provide professional engineering services to provide design services for improvements to the existing Everett intertie flow control valve system to automate valve operation in the event of a pressure reduction in the 632 zone to improve fire flow.

RH2 determined during a recent fire flow computer modeling exercise that fire flow can be improved by automating the control of the Everett intertie flow control valve in the event of a pressure reduction in the 632 zone.

RH2 has prepared a Scope of Work which outlines their approach and deliverables. The project involves performing a site visit, determining the specific improvements necessary, summarizing the results, and preparing construction drawings.

CITY OF SULTAN COUNCIL MEETING – November 7, 2013

On a motion by Councilmember Blair, seconded by Councilmember Beeler, the Mayor was authorized to sign a contract with RH2 to provide professional engineering services in the amount not to exceed \$11,000 without prior written authorization by the City Council to identify and design improvements necessary to the existing Everett intertie flow control valve system to automate valve operation in the event of a pressure reduction in the 632 zone. All ayes.

Law Enforcement Contract Agreement

The issue before the Council is to authorize the Mayor to sign the Interlocal Agency Agreement for Law Enforcement Services with Snohomish County.

The City Council contracted with Snohomish County for Police Services initially for 2009 through 2013. The five-year contract for Police Services will expire 12/31/2013, and negotiations have been conducted to enter into a new Interlocal Agency Agreement for Law Enforcement Services for a five-year period of 2014 through 2018.

Service levels in the new agreement will be slightly changed with no changes to the requirement of twenty-four (24) hour, seven (7) day a week coverage of the city by a dedicated deputy sheriff. Changes in service are limited to reductions of the time allocations of support services.

Yearly totals include a credit for the Police Facility building used as the East County Precinct Headquarters and the net charge for police services are as follows: 2014 at \$874,632, 2015 at \$901,771, 2016 at \$929,725, 2017 at \$958,516, and 2018 at \$988,172. This represents a savings in 2014 of \$37,562 and an average of \$930,563 per year.

Discussion: Contract is financial beneficial to the city; concerns about the city's participation in the selection of a chief; need for better communication; contract will increase by \$100,000 by year five; use of the city logo on the vehicles; major decrease in cost since 2006.

On a motion by Councilmember Neigel, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign the Interlocal Agency Agreement (ILA) related to law enforcement services with Snohomish County as negotiated. All ayes.

Police Department Lease Agreement

The issue before the Council is to authorize the Mayor to sign a five-year lease agreement with the Snohomish County Sheriff's Office to use the facility located at 515 Main Street in Sultan as the Snohomish County Sheriff's East Precinct Office. The five-year term of the lease is from 01/01/2014 through 12/31/2018.

The lease runs concurrently with the Interlocal Agency Agreement for Law Enforcement Services with Snohomish County. It is a support component of the agreement for the Snohomish Sheriff's Office to make the Sultan Police Station the Sheriff's East Precinct Office. The lease as presented has a level yearly payment which was negotiated as part of the overall reduction in costs for the City. The result is an overall savings for the City of the term of the lease.

On a motion by Councilmember Beeler, seconded by Councilmember George, the Mayor was authorized to sign a five-year lease agreement with the Snohomish County Sheriff's Office to use the facility located at 515 Main Street in Sultan, Washington as the Snohomish County Sheriff's East Precinct Office. All ayes, except Councilmember Slawson who abstained.

Ordinance 1181-13 Code of Ethics

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

CITY OF SULTAN COUNCIL MEETING – November 7, 2013

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

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

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

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

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

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

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

Ordinance 1180-13 MRV/WATV Use on Public Streets

The City Council considered the development of a Motorized Recreation Vehicle Ordinance to implement the new Washington State 2013 Session Law ESH 1632. ESH 1632 is the byproduct of four years of legislative advocacy and public hearings with regards to advancing "Motorized Recreation Vehicles" (MRV) to aid in recreation tourism and public lands access. Particularly for Washington's aging and mobility challenged "baby boomers", Wounded Warriors, ADA and mature licensed citizens.

A condition of this bill requires a county and city to "opt-in" through ordinances which the legislature referred to as "local control". The vehicles that are eligible to be retrofitted for reclassification as MRV/WATV are All-Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV) which must pass a dealer or service shop inspection and given an "inspection declaration" to be presented to a DMV Licensing Agent in order to receive a registration and metal tag or plate for ordinance approved roads. Proceeds from the registrations and annual tabbing go to a "mixed use account" for purposes of deferring the costs of signage, enforcement and education.

On a motion by Councilmember Marshall, seconded by Councilmember George, Ordinance 1180-13, MRV/WATV's use on city streets, was adopted. All ayes, except Councilmember Beeler who voted nay.

CITY OF SULTAN COUNCIL MEETING – November 7, 2013**DISCUSSION:****December meeting dates**

The issue is to discuss the date for the first Council meeting in December. The Council set a schedule in September to change the November and December Council meetings to the first and third Thursday to avoid the holidays. The Snohomish County Cities and Town dinner has been scheduled for December 5, 2013 and will have State Representatives present to discuss transportation issues. The Mayor, Council and some staff have expressed an interest in attending the meeting.

The December meetings will be held on December 12th and 19th.

PUBLIC COMMENTS

Ray George: The fact that a person has not violated ethical conduct does not prevent a person from filing a complaint the way the ordinance is written.

Larry Woods: Ask if the Council had considered the noise the off road vehicles will make in town.

Randy Driscoll, Premier Polaris: In regards to noise, vehicles must pass a noise level or they will not certified by a dealer. The dealer must authorize and do a waiver for the street legal version. If a vehicle has a loud exhaust machine on the road, call the police. The little scooters are not covered under this code and will not pass approval.

Ted Jackson: The code as drafted, they cannot have a modified muffler, if loud it is modified.

Judy Woods: There are handicapped with motorized scooters and no lights on them and it is a bad deal.

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT

Beeler: That people are concerned shows the community is not supportive of this ordinance. The city is trying to get ahead of the game and support the new park across the river but there is concern that the kids will ride them on the streets. Vehicles should be restricted to specific roadways. Thanks for comments.

Blair: Safety in the street is a concern and ignorance of the law is not a good defense. For public safety, 2nd street should be a right turn only on to the highway. Thanks for coming.

Davenport-Smith: Thanks for staying. It regards to the ordinance, it would be prudent to educate the public on the new rules.

Slawson: They will be street legal and he doesn't see the town being overtaken.

Adjournment: On a motion by Councilmember Davenport-Smith, seconded by Councilmember Marshall, the meeting adjourned at 9:35 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2

DATE: November 21, 2013

SUBJECT: Voucher Approval

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$167,930.82 and payroll through November 8, 2013, in the amount of \$69,645.10 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$237,575.92

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
November 21, 2013**

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

Laura J. Koenig, Clerk/Deputy Finance Director

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

Payroll Check #28662-63	\$ 2,800.00
Direct Deposit #23	\$ 26,060.89
Benefits Check #28657-61	\$ 28,789.45
Tax Deposit #PR 22	\$ 11,994.76
Accounts Payable Checks #28656-714	\$ 167,930.82
ACH Transactions - DOR	\$ 0
 TOTAL	 \$ 237,575.92

Kenneth Marshall, Councilmember

Steve Slawson, Councilmember

Kay George, Councilmember

Sarah Davenport-Smith, Councilmember

Joseph Neigel, Councilmember

Kristina Blair, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 11/16/2013 - 11:47 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28664	11/21/2013	agsupply	AG Supply Co	547.53	0
28665	11/21/2013	AllWaste	Allied Waste Services	11,920.61	0
28666	11/21/2013	alpine	Alpine Commercial Tire	5,528.56	0
28667	11/21/2013	amtest	AM Test	25.00	0
28668	11/21/2013	APP	Associated Petroleum Products Inc	1,181.15	0
28669	11/21/2013	SCCT	Association of Snohomish County Citi	35.00	0
28670	11/21/2013	Aramark	AUS Small Business Lockbox	279.52	0
28671	11/21/2013	Wilbert	Automatic Wilbert Vault Co.	1,362.93	0
28672	11/21/2013	awc	AWC	45.00	0
28673	11/21/2013	Blueline	Blueline	5,432.80	0
28674	11/21/2013	Blueline	Blueline	6,030.00	0
28675	11/21/2013	Blueline	Blueline	320.00	0
28676	11/21/2013	Bravo	Bravo Environmental	3,598.13	0
28677	11/21/2013	cintas	Cintas Document Management	84.48	0
28678	11/21/2013	comcast	Comcast	933.83	0
28679	11/21/2013	Corin	Correctional Industries	467.69	0
28680	11/21/2013	costco	Costco	376.81	0
28681	11/21/2013	DORBL	Department of Revenue	55.50	0
28682	11/21/2013	Digital	Digital Dolphin	179.00	0
28683	11/21/2013	EvDC	Evergreen District Court	350.03	0
28684	11/21/2013	FireProt	Fire Protection Inc.	529.43	0
28685	11/21/2013	Frontier	Frontier	537.04	0
28686	11/21/2013	genpac	General Pacific	635.32	0
28687	11/21/2013	GBGeek	Gold Bar Geek	638.03	0
28688	11/21/2013	Groco	Groco, Inc	2,362.88	0
28689	11/21/2013	GroenPac	Groeneveld Pacific West, Inc.	600.83	0
28690	11/21/2013	hbjaeger	H.B. Jaeger	299.90	0
28691	11/21/2013	Kenyon	Kenyon Disend PLLC	3,133.03	0
28692	11/21/2013	lkoenig	Laura Koenig	92.66	0
28693	11/21/2013	lowes	Lowe's	1.37	0
28694	11/21/2013	Lusignan	Lusignan Forestry Inc.	8,369.60	0
28695	11/21/2013	Napa	Monroe Parts House	223.75	0
28696	11/21/2013	NWCas	Northwest Cascade Inc	98.45	0
28697	11/21/2013	AWWA Bel	Northwest Washington Subsection AW	150.00	0
28698	11/21/2013	OASYS	Oasys Office Automation Systems	35.84	0
28699	11/21/2013	OfcDepot	Office Depot	46.14	0
28700	11/21/2013	Pitney	Pitney Bowes	519.99	0
28701	11/21/2013	PitneyCr	Pitney Bowes Inc	237.30	0
28702	11/21/2013	PUD 1	PUD	5,949.47	0
28703	11/21/2013	PSE	Puget Sound Energy	355.39	0
28704	11/21/2013	RH2	RH2 Engineering, Inc.	4,638.74	0
28705	11/21/2013	ServiceM	ServiceMaster Superb Cleaning	690.00	0
28706	11/21/2013	SCcorrec	Snohomish County Corrections	2,065.89	0
28707	11/21/2013	SCpubwor	Snohomish County Finance	14,503.00	0
28708	11/21/2013	SRDTF	Snohomish County Sheriff	76,016.17	0
28709	11/21/2013	Snopac	Snopac	4,935.47	0
28710	11/21/2013	SoundPub	Sound Publishing Inc	215.00	0
28711	11/21/2013	usbank	US Bank	30.00	0
28712	11/21/2013	UULC	Utilities Underground Location Center	18.48	0
28713	11/21/2013	WLJ	White Lightning Janitorial	291.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28714	11/21/2013	MWoods	Matthew Wood	250.00	0
				<u>167,223.74</u>	
Check Total:				<u>167,223.74</u>	

Accounts Payable Computer Check Register

User: janice.leonardi
 Printed: 11/05/2013 - 11:46AM
 Batch: 00002.11.2013
 Bank Account: TREAS



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
28656	usps	USPS	11/5/2013		212.12
					212.13
					212.12
					70.71
Check 28656 Total:					<u>707.08</u>
Report Total:					<u>707.08</u>

Accounts Payable Check Register Totals Only

User: laura.koenig
 Printed: 11/5/2013 - 4:06 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28657	11/05/2013	Retire	Department of Retirement	1,225.00	0
28658	11/05/2013	Retire	Department of Retirement	6,039.55	0
28659	11/05/2013	AWCben	AWC Employee Benefit Trust	19,756.10	0
28660	11/05/2013	AWCben	AWC Employee Benefit Trust	24.00	0
23661	11/05/2013	WATeamTr	Washington Teamsters Welfare Trust	1,744.80	0
Check Total:				<u>28,789.45</u>	

PR 23



Payroll

ACH Check Register

User: 'julie.addington'
 Printed: 11/12/2013 - 11:37AM
 Batch: 2-11-2013
 Include Partial: FALSE

Check Date	Check Number	Employee No	Employee Name	Amount
11/15/2013	0	001	Laura Koenig	1,958.80
11/15/2013	0	004	Donna Murphy	1,414.86
11/15/2013	0	005	Robert Martin	2,484.24
11/15/2013	0	007	Julie Addington	1,386.86
11/15/2013	0	010	Cindy Donk	1,480.72
11/15/2013	0	011	Janice Mann	1,092.76
11/15/2013	0	013	Rosemary Murphy	1,165.73
11/15/2013	0	015	Kenneth Walker	2,150.60
11/15/2013	0	019	Michael Matheson	2,726.59
11/15/2013	0	020	Connie Dunn	2,126.27
11/15/2013	0	025	John Harris	1,772.28
11/15/2013	0	028	Todd Strom	1,531.96
11/15/2013	0	049	Victoria Forte	792.04
11/15/2013	0	120	Matthew Wood	1,684.59
11/15/2013	0	121	Jason Strauss	1,201.66
11/15/2013	0	122	Steven Martin	1,090.93

Total Employees: 16 Total: 26,060.89

Payroll

Computer Check Register

User: julie.addington
 Printed: 11/12/2013 - 11:34AM
 Batch: 00002-11-2013 Computer

PR 23



Check No	Check Date	Employee Information	Amount
28662	11/15/2013	024 Michael Williams	1,460.26
28663	11/15/2013	029 James Barns	1,339.74
Total Number of Employees: 2		Total for Payroll Check Run:	2,800.00

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
28656	11/05/2013	UTILITY WATER FUND	Communication	USPS	212.12
28656	11/05/2013	UTILITY SEWER FUND	Communication	USPS	212.13
28656	11/05/2013	UTILITY GARBAGE FUND	Communication	USPS	212.12
28656	11/05/2013	STORMWATER UTILITY FUND	Communication	USPS	70.71
28657	11/05/2013	GENERAL FUND	Deferred Comp Payable	Department of Retirement	225.25
28657	11/05/2013	STREET FUND	Deferred Comp Payable	Department of Retirement	78.50
28657	11/05/2013	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	3.75
28657	11/05/2013	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	9.00
28657	11/05/2013	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	256.01
28657	11/05/2013	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	470.50
28657	11/05/2013	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	100.75
28657	11/05/2013	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	81.24
28658	11/05/2013	GENERAL FUND	PERS Payable	Department of Retirement	78.40
28658	11/05/2013	GENERAL FUND	PERS Payable	Department of Retirement	42.56
28658	11/05/2013	GENERAL FUND	PERS Payable	Department of Retirement	385.39
28658	11/05/2013	STREET FUND	PERS Payable	Department of Retirement	168.98
28658	11/05/2013	CEMETERY FUND	PERS Payable	Department of Retirement	19.34
28658	11/05/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	24.42
28658	11/05/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement	568.00
28658	11/05/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement	470.74
28658	11/05/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	255.31
28658	11/05/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	168.64
28658	11/05/2013	GENERAL FUND	PERS Payable	Department of Retirement	721.42
28658	11/05/2013	STREET FUND	PERS Payable	Department of Retirement	316.36
28658	11/05/2013	CEMETERY FUND	PERS Payable	Department of Retirement	36.19
28658	11/05/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	45.71
28658	11/05/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,063.28
28658	11/05/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement	881.16
28658	11/05/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	477.94
28659	11/05/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	315.71
28659	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	951.78
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	45.51
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.67
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	42.91
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	16.76
28659	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.77
28659	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.36
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	30.59

28659	11/05/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	28.92
28659	11/05/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	17.82
28659	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	16.85
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	32.11
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.46
28659	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.70
28659	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.67
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	186.86
28659	11/05/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	103.19
28659	11/05/2013	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	67.70
28659	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	38.63
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	45.51
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.67
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.67
28659	11/05/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.68
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.68
28659	11/05/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.67
28659	11/05/2013	UTILITY WATER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	16.84
28659	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	32.10
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.48
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.66
28659	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.66
28659	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	186.88
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	103.17
28659	11/05/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	67.74
28659	11/05/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	38.63
28659	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,224.42
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	592.53
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	27.77
28659	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	90.65
28659	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	960.75
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	890.56
28659	11/05/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	476.53
28659	11/05/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	528.26
28659	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,140.69
28659	11/05/2013	GENERAL FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	67.11
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	67.10
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	67.09
28659	11/05/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	42.92
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	16.73
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.78
28659	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.36
28659	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	

28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	30.60
28659	11/05/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	28.93
28659	11/05/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	17.82
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	882.52
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	446.71
28659	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	134.01
28659	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	63.23
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4,192.99
28659	11/05/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2,653.45
28659	11/05/2013	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	1,923.46
28659	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.01
28659	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.24
28659	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.57
28659	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.67
28659	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.94
28659	11/05/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	11.11
28659	11/05/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	8.06
28659	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.40
28659	11/05/2013	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	1,002.83
28660	11/05/2013	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.76
28660	11/05/2013	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.92
28660	11/05/2013	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.40
28660	11/05/2013	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.40
28660	11/05/2013	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.76
28660	11/05/2013	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.91
28660	11/05/2013	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.41
28660	11/05/2013	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.52
28660	11/05/2013	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.52
28660	11/05/2013	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.40
28661	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	36.35
28661	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	36.35
28661	11/05/2013	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	218.10
28661	11/05/2013	STREET FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	91.59
28661	11/05/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	23.26
28661	11/05/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	14.52
28661	11/05/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	468.19
28661	11/05/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	Washington Teamsters Welfare Trust	394.04
28661	11/05/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	331.56
28661	11/05/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	130.84
28664	11/21/2013	UTILITY WATER FUND	Operating Supply	AG Supply Co	4.00
28664	11/21/2013	UTILITY WATER FUND	Operating Supply	AG Supply Co	40.71
28664	11/21/2013	STREET FUND	Office/Operating Supplies	AG Supply Co	30.39

28664	11/21/2013	UTILITY WATER FUND	Operating Supply	AG Supply Co	32.57
28664	11/21/2013	UTILITY WATER FUND	Operating Supply	AG Supply Co	12.50
28664	11/21/2013	STREET FUND	Office/Operating Supplies	AG Supply Co	27.22
28664	11/21/2013	UTILITY WATER FUND	Operating Supply	AG Supply Co	17.89
28664	11/21/2013	STORMWATER UTILITY FUND	Operating Supplies	AG Supply Co	17.89
28664	11/21/2013	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	17.89
28664	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	17.90
28664	11/21/2013	GENERAL FUND	Office/Operating Supplies	AG Supply Co	20.62
28664	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	17.35
28664	11/21/2013	GENERAL FUND	Office/Operating Supplies	AG Supply Co	105.29
28664	11/21/2013	UTILITY WATER FUND	Operating Supply	AG Supply Co	120.46
28664	11/21/2013	UTILITY WATER FUND	Operating Supply	AG Supply Co	20.00
28664	11/21/2013	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	20.00
28664	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AG Supply Co	24.85
28665	11/21/2013	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Allied Waste Services	11,920.61
28666	11/21/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Alpine Commercial Tire	1,817.76
28666	11/21/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Alpine Commercial Tire	1,534.34
28666	11/21/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Alpine Commercial Tire	617.16
28666	11/21/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Alpine Commercial Tire	1,559.30
28667	11/21/2013	UTILITY WATER FUND	Water - Testing	AM Test	25.00
28668	11/21/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	706.33
28668	11/21/2013	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	86.22
28668	11/21/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	324.82
28668	11/21/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	21.26
28668	11/21/2013	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	21.26
28668	11/21/2013	GENERAL FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	21.26
28669	11/21/2013	GENERAL FUND	Travel and Seminars	Assoc of Sno County Cities & Towns	35.00
28670	11/21/2013	STORMWATER UTILITY FUND	Uniforms	AUS Small Business Lockbox	0.99
28670	11/21/2013	UTILITY WATER FUND	Uniforms	AUS Small Business Lockbox	4.62
28670	11/21/2013	UTILITY SEWER FUND	Uniforms	AUS Small Business Lockbox	4.61
28670	11/21/2013	UTILITY GARBAGE FUND	Uniforms	AUS Small Business Lockbox	4.29
28670	11/21/2013	STREET FUND	Uniforms	AUS Small Business Lockbox	0.99
28670	11/21/2013	GENERAL FUND	Uniforms	AUS Small Business Lockbox	0.99
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	1.24
28670	11/21/2013	UTILITY WATER FUND	Operating Supply	AUS Small Business Lockbox	12.64
28670	11/21/2013	UTILITY SEWER FUND	Operating Supplies	AUS Small Business Lockbox	12.64
28670	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AUS Small Business Lockbox	12.65
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	12.64
28670	11/21/2013	STREET FUND	Office/Operating Supplies	AUS Small Business Lockbox	12.64
28670	11/21/2013	STORMWATER UTILITY FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	UTILITY WATER FUND	Uniforms	AUS Small Business Lockbox	4.28
28670	11/21/2013	UTILITY SEWER FUND	Uniforms	AUS Small Business Lockbox	4.29

28670	11/21/2013	UTILITY GARBAGE FUND	Uniforms	AUS Small Business Lockbox	3.97
28670	11/21/2013	STREET FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	GENERAL FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	1.24
28670	11/21/2013	UTILITY WATER FUND	Operating Supply	AUS Small Business Lockbox	13.03
28670	11/21/2013	UTILITY SEWER FUND	Operating Supplies	AUS Small Business Lockbox	13.03
28670	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AUS Small Business Lockbox	13.04
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	13.03
28670	11/21/2013	STREET FUND	Office/Operating Supplies	AUS Small Business Lockbox	13.03
28670	11/21/2013	STORMWATER UTILITY FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	UTILITY WATER FUND	Uniforms	AUS Small Business Lockbox	4.28
28670	11/21/2013	UTILITY SEWER FUND	Uniforms	AUS Small Business Lockbox	4.29
28670	11/21/2013	UTILITY GARBAGE FUND	Uniforms	AUS Small Business Lockbox	3.97
28670	11/21/2013	STREET FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	GENERAL FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	1.24
28670	11/21/2013	UTILITY WATER FUND	Operating Supply	AUS Small Business Lockbox	11.00
28670	11/21/2013	UTILITY SEWER FUND	Operating Supplies	AUS Small Business Lockbox	11.00
28670	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AUS Small Business Lockbox	11.01
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	11.00
28670	11/21/2013	STREET FUND	Office/Operating Supplies	AUS Small Business Lockbox	11.00
28670	11/21/2013	STORMWATER UTILITY FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	UTILITY WATER FUND	Uniforms	AUS Small Business Lockbox	4.28
28670	11/21/2013	UTILITY SEWER FUND	Uniforms	AUS Small Business Lockbox	4.29
28670	11/21/2013	UTILITY GARBAGE FUND	Uniforms	AUS Small Business Lockbox	3.97
28670	11/21/2013	STREET FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	GENERAL FUND	Uniforms	AUS Small Business Lockbox	0.92
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	1.24
28670	11/21/2013	UTILITY WATER FUND	Operating Supply	AUS Small Business Lockbox	10.85
28670	11/21/2013	UTILITY SEWER FUND	Operating Supplies	AUS Small Business Lockbox	10.85
28670	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AUS Small Business Lockbox	10.85
28670	11/21/2013	STREET FUND	Office/Operating Supplies	AUS Small Business Lockbox	10.85
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	10.85
28670	11/21/2013	UTILITY WATER FUND	Operating Supply	AUS Small Business Lockbox	-5.09
28670	11/21/2013	UTILITY SEWER FUND	Operating Supplies	AUS Small Business Lockbox	-5.09
28670	11/21/2013	UTILITY GARBAGE FUND	Operating Supplies	AUS Small Business Lockbox	-5.10
28670	11/21/2013	GENERAL FUND	Office/Operating Supplies	AUS Small Business Lockbox	-5.09
28670	11/21/2013	STREET FUND	Office/Operating Supplies	AUS Small Business Lockbox	-5.09
28671	11/21/2013	CEMETERY FUND	Professional Services	AUS Small Business Lockbox	1,362.93
28672	11/21/2013	GENERAL FUND	Travel and Seminars	Automatic Wilbert Vault Co.	45.00
28673	11/21/2013	STREET IMPROVEMENT FUND	High Ave Project	BlueLine	5,432.80
28674	11/21/2013	STREET IMPROVEMENT FUND	4th Street Project	BlueLine	6,030.00

28675	11/21/2013	WATER SYSTEM IMPROVEMENT FUND	Construction - Water	Blueline	320.00
28676	11/21/2013	UTILITY SEWER FUND	Rentals	Bravo Environmental	924.40
28676	11/21/2013	UTILITY SEWER FUND	Rentals	Bravo Environmental	866.20
28676	11/21/2013	STORMWATER UTILITY FUND	Rentals	Bravo Environmental	866.19
28676	11/21/2013	UTILITY SEWER FUND	Repair and Maintenance	Bravo Environmental	941.34
28677	11/21/2013	GENERAL FUND	Office/Operating Supplies	Cintas Document Management	84.48
28678	11/21/2013	GENERAL FUND	Communication	Comcast	26.81
28678	11/21/2013	UTILITY WATER FUND	Communication	Comcast	17.87
28678	11/21/2013	UTILITY SEWER FUND	Communication	Comcast	17.87
28678	11/21/2013	UTILITY SEWER FUND	Communication	Comcast	17.87
28678	11/21/2013	UTILITY GARBAGE FUND	Communication	Comcast	8.94
28678	11/21/2013	STREET FUND	Communication	Comcast	51.73
28678	11/21/2013	STREET FUND	Communication	Comcast	51.74
28678	11/21/2013	UTILITY WATER FUND	Communication	Comcast	51.74
28678	11/21/2013	UTILITY SEWER FUND	Communication	Comcast	51.73
28678	11/21/2013	UTILITY GARBAGE FUND	Communication	Comcast	51.74
28678	11/21/2013	STORMWATER UTILITY FUND	Communication	Comcast	51.73
28678	11/21/2013	GENERAL FUND	Communication	Comcast	234.32
28678	11/21/2013	UTILITY WATER FUND	Communication	Comcast	117.16
28678	11/21/2013	UTILITY SEWER FUND	Communication	Comcast	117.16
28678	11/21/2013	UTILITY GARBAGE FUND	Communication	Comcast	117.16
28679	11/21/2013	UTILITY WATER FUND	Office Supplies	Correctional Industries	53.78
28679	11/21/2013	UTILITY SEWER FUND	Office Supplies	Correctional Industries	53.78
28679	11/21/2013	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	53.78
28679	11/21/2013	STREET FUND	Office Supplies	Correctional Industries	53.78
28679	11/21/2013	GENERAL FUND	Office/Operating Supplies	Correctional Industries	53.81
28679	11/21/2013	GENERAL FUND	Communication	Correctional Industries	198.76
28680	11/21/2013	UTILITY GARBAGE FUND	Office Supplies	Costco	37.57
28680	11/21/2013	UTILITY SEWER FUND	Office Supplies	Costco	37.58
28680	11/21/2013	UTILITY WATER FUND	Office Supplies	Costco	37.57
28680	11/21/2013	STREET FUND	Office/Operating Supplies	Costco	37.58
28680	11/21/2013	GENERAL FUND	Office/Operating Supplies	Costco	150.29
28680	11/21/2013	GENERAL FUND	Office/Operating Supplies	Costco	76.22
28681	11/21/2013	GENERAL FUND	Bank Fees	Department of Revenue	55.50
28682	11/21/2013	UTILITY WATER FUND	Office Supplies	Digital Dolphin	22.38
28682	11/21/2013	UTILITY SEWER FUND	Office Supplies	Digital Dolphin	22.37
28682	11/21/2013	UTILITY GARBAGE FUND	Office Supplies	Digital Dolphin	22.38
28682	11/21/2013	STREET FUND	Office Supplies	Digital Dolphin	22.37
28682	11/21/2013	GENERAL FUND	Office/Operating Supplies	Digital Dolphin	89.50
28683	11/21/2013	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	350.03
28684	11/21/2013	BUILDING MAINTENANCE FUND	Repair and Maintenance	Fire Protection Inc.	529.43
28685	11/21/2013	GENERAL FUND	Communication	Frontier	39.67
28685	11/21/2013	STREET FUND	Communication	Frontier	39.67

28685	11/21/2013	UTILITY WATER FUND	Communication	Frontier	39.67
28685	11/21/2013	UTILITY SEWER FUND	Communication	Frontier	39.67
28685	11/21/2013	UTILITY GARBAGE FUND	Communication	Frontier	39.67
28685	11/21/2013	UTILITY WATER FUND	Communication	Frontier	105.75
28685	11/21/2013	UTILITY SEWER FUND	Communication	Frontier	232.94
28686	11/21/2013	UTILITY WATER FUND	Capital - Equipment	General Pacific	635.32
28687	11/21/2013	INFORMATION TECHNOLOGY FUND -	Professional Service	Gold Bar Geek	638.03
28688	11/21/2013	UTILITY SEWER FUND	Services - Sludge Hauling	Groco, Inc	2,362.88
28689	11/21/2013	UTILITY SEWER FUND	Operating Supplies	Groeneveld Pacific West, Inc.	600.83
28690	11/21/2013	UTILITY SEWER FUND	Operating Supplies	H.B. Jaeger	299.90
28691	11/21/2013	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	3,133.03
28692	11/21/2013	GENERAL FUND	Travel and Seminars	Laura Koenig	92.66
28693	11/21/2013	GENERAL FUND	Office/Operating Supplies	Lowes	-15.20
28693	11/21/2013	GENERAL FUND	Office/Operating Supplies	Lowes	16.57
28694	11/21/2013	UTILITY WATER FUND	Professional Service - General	Lusignan Forestry Inc.	977.50
28694	11/21/2013	UTILITY WATER FUND	Professional Service - General	Lusignan Forestry Inc.	7,392.10
28695	11/21/2013	STREET FUND	Small Tools/Minor Equipment	Monroe Parts House	93.53
28695	11/21/2013	STREET FUND	Small Tools/Minor Equipment	Monroe Parts House	12.00
28695	11/21/2013	UTILITY WATER FUND	Small Tools/Minor Equipment	Monroe Parts House	12.00
28695	11/21/2013	UTILITY SEWER FUND	Small Tools/Minor Equipment	Monroe Parts House	12.00
28695	11/21/2013	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Monroe Parts House	53.90
28695	11/21/2013	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	20.16
28695	11/21/2013	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	20.16
28696	11/21/2013	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	113.45
28696	11/21/2013	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	-15.00
28697	11/21/2013	UTILITY WATER FUND	Travel and Seminars	Northwest Washington Subsection A WWA	150.00
28698	11/21/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
28698	11/21/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
28698	11/21/2013	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
28698	11/21/2013	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
28698	11/21/2013	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
28698	11/21/2013	UTILITY WATER FUND	Office/Operating Supplies	Oasys Office Automation Systems	5.97
28699	11/21/2013	GENERAL FUND	Office Supplies	Office Depot	2.88
28699	11/21/2013	UTILITY WATER FUND	Office Supplies	Office Depot	2.89
28699	11/21/2013	UTILITY SEWER FUND	Office Supplies	Office Depot	2.88
28699	11/21/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot	2.89
28699	11/21/2013	STREET FUND	Office Supplies	Office Depot	2.89
28699	11/21/2013	GENERAL FUND	Office/Operating Supplies	Office Depot	11.53
28699	11/21/2013	UTILITY WATER FUND	Office Supplies	Office Depot	2.88
28699	11/21/2013	UTILITY SEWER FUND	Office Supplies	Office Depot	2.89
28699	11/21/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot	2.88
28699	11/21/2013	STREET FUND	Office Supplies	Office Depot	2.89
28699	11/21/2013	GENERAL FUND	Office/Operating Supplies	Office Depot	11.53

28700	11/21/2013	GENERAL FUND	Communication	Pitney Bowes	182.00
28700	11/21/2013	GENERAL FUND	Communication	Pitney Bowes	78.00
28700	11/21/2013	STREET FUND	Communication	Pitney Bowes	64.99
28700	11/21/2013	UTILITY WATER FUND	Communication	Pitney Bowes	65.00
28700	11/21/2013	UTILITY SEWER FUND	Communication	Pitney Bowes	65.00
28700	11/21/2013	UTILITY GARBAGE FUND	Communication	Pitney Bowes	65.00
28701	11/21/2013	GENERAL FUND	Communication	Pitney Bowes Inc	56.95
28701	11/21/2013	STREET FUND	Communication	Pitney Bowes Inc	29.66
28701	11/21/2013	UTILITY WATER FUND	Communication	Pitney Bowes Inc	40.35
28701	11/21/2013	UTILITY SEWER FUND	Communication	Pitney Bowes Inc	40.34
28701	11/21/2013	UTILITY GARBAGE FUND	Communication	Pitney Bowes Inc	40.34
28701	11/21/2013	GENERAL FUND	Communication	Pitney Bowes Inc	29.66
28702	11/21/2013	STREET FUND	Utilities	PUD	2,865.29
28702	11/21/2013	UTILITY SEWER FUND	Utilities	PUD	3,084.18
28703	11/21/2013	GENERAL FUND	Utilities	Puget Sound Energy	33.00
28703	11/21/2013	STREET FUND	Utilities	Puget Sound Energy	6.60
28703	11/21/2013	UTILITY WATER FUND	Utilities	Puget Sound Energy	6.60
28703	11/21/2013	UTILITY SEWER FUND	Utilities	Puget Sound Energy	6.60
28703	11/21/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	6.60
28703	11/21/2013	GENERAL FUND	Utilities	Puget Sound Energy	6.60
28703	11/21/2013	STREET FUND	Utilities	Puget Sound Energy	6.60
28703	11/21/2013	UTILITY WATER FUND	Utilities	Puget Sound Energy	36.35
28703	11/21/2013	UTILITY SEWER FUND	Utilities	Puget Sound Energy	36.36
28703	11/21/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	36.35
28703	11/21/2013	GENERAL FUND	Utilities	Puget Sound Energy	36.35
28703	11/21/2013	GENERAL FUND	Utilities	Puget Sound Energy	51.94
28704	11/21/2013	UTILITY SEWER FUND	Professional Service	Puget Sound Energy	92.04
28704	11/21/2013	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	1,675.42
28705	11/21/2013	UTILITY SEWER FUND	Repair and Maintenance	RH2 Engineering, Inc.	2,963.32
28706	11/21/2013	GENERAL FUND	Miscellaneous - Jail Fees	ServiceMaster Superb Cleaning	690.00
28707	11/21/2013	UTILITY GARBAGE FUND	Intergovernmental - Disposal F	Snohomish County Corrections	2,065.89
28708	11/21/2013	GENERAL FUND	Professional Service - SnoCty	Snohomish County Finance	14,503.00
28709	11/21/2013	GENERAL FUND	Intergovernmental - SNOPAC	Snohomish County Sheriff	76,016.17
28710	11/21/2013	GENERAL FUND	Advertising and Legal Notices	Snopac	4,935.47
28711	11/21/2013	GENERAL FUND	Bank Fees	Sound Publishing Inc	215.00
28712	11/21/2013	UTILITY WATER FUND	Miscellaneous	US Bank	30.00
28712	11/21/2013	UTILITY SEWER FUND	Miscellaneous	Utilities Underground Location Center	9.24
28713	11/21/2013	GENERAL FUND	Professional Services	Utilities Underground Location Center	9.24
28714	11/21/2013	UTILITY WATER FUND	Uniforms	White Lightning Janitorial	291.00
		TOTAL		Matthew Wood	250.00
					<u>196,720.27</u>

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 3

DATE: November 21, 2013

SUBJECT: Ordinance No. 1178-13 - 2014 Salary Schedule

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

The issue before the City Council is the adoption of Ordinance 1178-13 – 2014 Salary Schedule. The ordinance was introduced for a first reading on November 7, 2013.

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. Ordinance No. 1178-13 fulfills this requirement.

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 2014 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 2013 Budget included a 2.7% COLA for union employees and a 1.7% increase for non-represented employees. In accordance with the Union Contract, for 2014 represented employees will receive the minimum COLA of 2.5%.

There are six non-represented employees. To provide the same 2.5% COLA would cost the city approximately \$14,500 in wages and benefits. The non-represented employees have a counter proposal to receiving a COLA for 2014. In lieu of a COLA, employees are proposing the city contribute \$100 a month to each employees Deferred Comp account. This proposal will cost \$7,200 to the city and offer an overall savings of \$7,230. The reduced COLA in 2013 amounted to a savings of less than \$6,000. The attached spreadsheet details the cost of the deferred comp option and a 2.5% COLA.

The 2014 Budget is based on the contribution to the employees Deferred Comp account.

FISCAL IMPACT

Union Employees

The fiscal impact for the 2014 budget is a 2.5% COLA adjustment based on the Union Contract approved by the Council in July 2011. (CPI-W June to June Seattle, Tacoma, Bremerton was 1.2%) Three union employees will be entitled to step increases in 2014.

Non Represented Employees:

The fiscal impact of a 2.5% COLA is \$14,500 and the impact of contributions to the deferred comp is \$7,200.

RECOMMENDATION:

Adopt Ordinance 1178-13 setting the 2014 Salary Schedule.

ATTACHMENTS: A Salary Ordinance No. 1178-13

CITY OF SULTAN
ORDINANCE NO. 1178-13

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

Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Grants/Economic Dev	4442	4583	4730	4882	5038
Building Official	4925	5084	5247	5413	5587
Public Works Field Supervisor	5484	5660	5840	6028	6221
Clerk/Deputy Finance Director	5633	5814	5999	6193	6391
Public Works Director/Engineer	6996	7221	7452	7690	7936
Community Development Director	6996	7221	7452	7690	7936
City Administrator	8475	8703	8965	9233	9510

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 2014 wages. Deferred Comp payments shall become effective with the first pay period for 2014 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, 2013.

Carolyn Eslick, Mayor

ATTEST:

Laura J. Koenig, City Clerk

Approved as to form:

Ann Marie Soto, City Attorney

Exhibit A

Public Works 2014 Wages

CPI Adjustment

2.50%

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

**CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 4
DATE: November 21, 2013
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 will be no increase in the monthly fee for 2014. The contract amount has been at \$1,700 per month since 2007.

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 2014.

Attachments: A. Contract for Services

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND AIMEE TRUA

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 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 four thousand dollars (\$24,000) 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. 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, 2014 and the agreement shall remain in full force and effect through December 31, 2014 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.

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 5

DATE: November 21, 2013

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 public records requests and 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 public records requests and 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, 2014

FISCAL IMPACT:

The 2014 General fund legal budget includes funds for municipal attorney services. Attorney fees are also budgeted in the Enterprise funds. Legal fees for collections and foreclosures for LID 97-1 are recovered from the property owner. The city recovered \$4,100 in legal fees when the foreclosure processed in 2012 was settled.

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. The 2014 rate will be:

\$175.00/hr - first 20 hours per month

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

\$140.00/hr - Paralegal hours.

\$190.00/hr - Litigation hours.

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 five years of 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 _____ 2013, 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, 2014.
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:

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.

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. **Public Information Requests** - In accordance with RCW 42.56, provide legal advice, counsel, services, consultation, and opinions to the Mayor, City Council, Boards and commissions, and all levels of the City government regarding public information requests initiated by the City prior to December 31, 2007
2. **Personnel and Labor Issues** - Provide legal advice, counsel, services, consultation, and opinions to the Mayor, City Council and all levels of the City government on personnel and labor issues initiated by the City prior to December 31, 2007.
3. **Litigation** – Appear as required before courts and administrative agencies, and appeals to the City hearing examiner, on behalf of the City.
4. **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.
5. **Other Legal Services** – Perform other legal services and legal tasks, as assigned by the Mayor, City Administrator and/or City Council.

ATTACHMENT B

2014 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-6
DATE: November 21, 2013
SUBJECT: Kenyon Disend – Municipal Attorney Contract
CONTACT PERSON: Ken Walker, City Administrator

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 13, 2011. City staff recommend approving a new contract with Kenyon Disend (Attachment A).

The new contract will be effective January 1, 2014 and will expire on December 31, 2014. Under the contract the rates and fee schedule shall be amended according to the Hourly Rate Schedule for year 2014 attached.

The maximum expenditure under the contract is \$96,000.

BACKGROUND:

In October 2007, the City Council authorized staff to issue a request for proposal (RFP) for municipal attorney services. The City received six proposals and interviewed three firms – Kenyon Disend, Ogden Murphy Wallace, and Weed Graafstra and Benson. Following the interview process, Mayor Eslick recommended the City contract with Kenyon Disend for municipal attorney services.

Kenyon Disend specializes in serving small municipalities. The firm has nine attorneys. The majority of their current city clients are in King County and include – Duvall,

Sammamish, Hunts Point, North Bend and Covington. The firm serves nearly 30 cities, counties and special purpose districts as both special and general council.

Ann Marie Soto is currently acting as the City's attorney. Her hourly rate for 2014 is \$150/hour.

DISCUSSION:

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.

The City will continue to contract for special legal counsel (e.g. land use attorney) on an as needed basis. The City has a legal services contract with Cairncross and Hemplemann for specialized land use issues. The City also has a legal services contract with Weed, Graafstra and Benson for long-term public information requests and legal matters in the community development department that are progressing to completion under their guidance.

RECOMMENDED ACTION:

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

This action implies the City Council is satisfied with the attorney services received from Kenyon Disend and are prepared to continue the attorney client relationship.

2. Authorize the Mayor to sign a professional services contract with Kenyon Disend and direct staff to areas of concern.

The City Council may have minor concerns regarding the contract terms or the relationship with Kenyon Disend as the City's municipal attorney. The Council may direct staff to areas of concern to resolve prior to authorizing the Mayor to sign the contract.

3. Do not authorize the Mayor to sign a professional services contract with Kenyon Disend.

The City Council may have material concerns regarding the contract terms or the work product provided by Kenyon Disend. The Council will want to direct staff to resolve the Council's concerns prior to authorizing the Mayor to sign the contract.

ATTACHMENTS:

A – Proposed legal services contract with Kenyon Disend

COUNCIL ACTION:

DATE:

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

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 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, 2014.

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

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

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
(Effective February 1, 2014)

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$280.00
Bruce L. Disend	\$280.00
Shelley M. Kerslake	\$250.00
Chris D. Bacha	\$245.00
Kari L. Sand	\$230.00
John "Jay" P. Long Jr.	\$230.00

Associate Attorneys:

Rachel B. Turpin	\$155.00
Danielle M. Evans	\$155.00
Ann Marie Soto	\$150.00
Nicole L. Hay	\$140.00

PARALEGALS:

Margaret C. Starkey	\$115.00
Sheryl A. Loewen	\$100.00
Pam M. Odegard	\$100.00
Mary A. Swan	\$100.00
Terry T. Curran	\$100.00
Kathy I. Swoyer	\$100.00

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: C 7

DATE: November 21, 2013

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

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue is to authorize the mayor to sign a contract with Gold Bar Geek to restore Email, Web and Camera services.

STAFF RECOMMENDATION:

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

SUMMARY:

On October 1, 2012 the City's IT service provider ceased providing computer services to the city, resulting in the loss of email and web functions. Restoring these was a priority and requires the retention of professional IT services. Previously the council authorized the Mayor and City Administrator to acquire the services to restore the city's computer operations including but not limited to Email, Web, and Camera services. The contract has been drafted and reviewed by the city attorney.

ALTERNATIVES:

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

FISCAL IMPACT:

The services are included in the 2014 budget for IT Services. This action is replacing the service provider, resulting in minimal changes to the budgeted amount.

ATTACHMENTS

- A. Contract between the City and Gold Bar Geek
- B. Hourly Rates

**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, 201132. This agreement terminates per section 6 below.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination upon the Service Providers Option. *The Service Provider shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the City.*
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Administrator shall make the final determination about what services have been satisfactorily performed.
 - D. Dispute Resolution. In the event the parties are unable to settle any disputed charges, the parties agree to submit the dispute to Snohomish County Dispute Resolution Center for binding arbitration at the request of either party.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the

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

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

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

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

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

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

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

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

13. Ownership of Products and Premises Security.

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

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

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

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

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

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

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

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

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 #: Action A 1

DATE: November 21, 2013

SUBJECT: Ordinance 1179-13 - 2014 Budget

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is the introduction of Ordinance 1179-13 (Attachment A) to adopt a budget for the 2014 fiscal year.

SUMMARY:

The detailed budget and department reports were prepared and submitted to the Council during the public hearing process on October 24, 2013, November 7, 2013 and November 21, 2013.

At the November 7, 2013 meeting, the Council discussed Ordinance 1178-13, the 2014 Salary Schedule. Based on the Mayor's recommendation, the \$100 per month contribution to Deferred Comp for non-represented employees was approved. The budget and Ordinance 1179-13 are based on this proposal.

GENERAL FUND:

The General fund is the largest fund in the budget. The General fund is supported by taxes and fees and generally has no funding restrictions. The General and Street funds share revenue sources including property taxes and utility taxes.

As a part of the budget process, staff reviews the 2014 work plan for each fund. A review of current job responsibilities, the proposed work program for the next year and the actual hours worked is used 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 is based on agenda items. All salary allocations are based on recognized accounting practices identified by Audit Report 1006136.

The proposed general fund revenue of \$1.6 million for 2014 is a 6% reduction from 2013. The reduction is tax collections due to the required allocation of property taxes to meet the obligation of the debt service on the GO bonds for the Community Center.

The Snohomish County Assessor has notified the City of Sultan that the assessment value of existing property for Property Taxes Payable in 2014 increased by 3.7%.

The city reached its maximum levy rate of \$1.60/\$1,000 assessed value in 2011. Property tax revenues are divided between the General Fund, Street Fund, Police Bond Fund (voter approved) and the general obligation bond for the community center (councilmatic). For 2014, the increased assessed property values lowered the levy rate to \$1.55/1000 of assessed value. The city will levy at the \$1.60 rate and use part of the \$212,000 of banked capacity.

Due to the need to make payments on the GO bonds for the Community Center, the allocation of property taxes in the General Fund will be less for 2014.

The following is a summary by revenue type:

	<u>2014 Budget</u>
Taxes	\$1,228,500
Licenses and Permits	\$96,000
Intergovernmental	\$132,939
Charges for Service	\$14,800
Fines and Penalties	\$27,400
Miscellaneous	\$124,991
Total Revenues	\$1,624,630

The 2014 proposed budget has been reduced by \$115,000 from the 2013 adopted budget. The need to fund the payments on the Community Center bonds has reduced revenues by \$96,000. The major areas of change include:

- Reduction in legal fees by \$45,000. The land use and personnel issues have been reduced since 2012. The legal fees for 2013 should be less than \$40,000.
- The Law Enforcement contract negotiations should be completed in the next month. There will be an approximate \$25,000 savings in 2014.
- The Community Development Director's hours will be reduced to 80% due to lack of planning activity.
- The Building Department staff allocation has been reduced to 15%. The position has been combined with the Utility Clerk.

The General Fund is comprised of 13 departments and provides:

- General management and financial services
- Law Enforcement services
- Planning and Building services
- Parks and recreation service

PUBLIC WORKS FUNDS

Street Fund:

The Street Fund is used to repair and maintain the city's streets, sidewalks, alley ways trails, signs and vegetation (street trees and grass strips). The city has approximately 31 miles (62 lane miles) of roadways and trails, 600 signs, and 150 trees.

Maintenance is a factor affecting the usability of city streets, and is an on-going, day-to-day requirement for Sultan's street system. The present level of maintenance is generally minimal and includes sweeping, mowing planter strips and rights of way, filling pot holes, and grading gravel streets. As more street facilities are developed, it will be necessary to expand the maintenance operation commensurate with the increase in street infrastructure.

Although the Street Fund is not a part of the city's general fund budget, the two funds share operating revenues. The Street operating budget is supported by property taxes, utility taxes, B & O taxes and the motor vehicle excise tax which is dedicated solely to the Street Operating fund.

Street operating revenues have decreased from \$321,977 in 2009 to a projected \$169,264 in 2014. The Street fund has experienced a significant reduction in property tax revenues since 2009 (\$67,493 to \$20,000) as a result in a decline in assessed values and the need to allocate property tax revenues to payment of the bonds for the Community Center.

Overall, the 2014 street operating expenditures have decreased by \$60,251. Salaries and benefits are decreased by \$37,866. Due to declining revenues, it will be necessary to significantly reduce staff hours spent in the street fund to balance the budget.

Cemetery Fund

The Sultan Cemetery is located on approximately 4.5 acres at the east end of Cascade View Drive. The cemetery was established in the late 1800's by the Woodsmen of America. Sultan took ownership of the cemetery from the Woodsmen in the early 1900's.

The Cemetery Fund is one of the city's five enterprise funds. Revenues raised from fees must be used to maintain and operate the cemetery. Continuing to maintain Sultan's cemetery within existing revenues has been a challenge over the last five years. With expenditures outpacing revenues, Council adopted a 50% rate increase in 2011.

This issue has been growing worse over the last 5 years. The city council has raised burial fees to capture sufficient revenues to cover costs. Unfortunately, this has only exacerbated the problem because unlike our utilities the cemetery is not a monopoly. This year particularly people have been choosing to bury their loved ones in other area cemeteries. In addition, the "market" is changing and more people are choosing cremation and are scattering the ashes rather than place the ashes in a cemetery.

The city has been seeking opportunities to raise revenues and/or lower costs. In 2011, the city council took a number of steps to bring expenditures into alignment with revenues including outsourcing burial services to Wilbert Vault and installing a columbarium niche wall, donated by Koppenburg Enterprises, for ash internment. The niche wall is a future revenue source for the Cemetery Fund.

Estimated revenue for the cemetery is based on the assumption of the sale of five gravesites in 2014. The city council will need to carefully consider maintaining the 2013 level of service in order to ensure expenditures for maintenance are aligned with revenues. Labor costs are approximately 62% of the cemetery budget expenditures.

Water Fund:

This fund is for the operation and maintenance of the water treatment and distribution system, which includes a 360 acre watershed. The water department supplies water to approximately 1,700 households and businesses in the Sultan area. New case law requires the city general fund to pay for the fire hydrant repair and maintenance program.

The City's owns a raw water supply reservoir (Lake 16) located approximately 2.5 miles north of the City's Water Treatment Plant. The City is normally reliant on Lake 16 for its water supply (approximately 97 percent). The City also has an intertie with the City of Everett's water system, which delivers treated water to Sultan water consumers during periods of Water Treatment Plant maintenance activities (approximately 3 percent of total water usage).

The City of Everett currently supplies the City of Sultan with approximately three percent of its total supply volume. Due to the loss of major water customers, the City of Everett is increasing its wholesale rates by approximately 18 percent in 2013. Fortunately, the City of Sultan is affected significantly less than our neighboring water districts that rely on City of Everett water for all of their supply.

Revenues dedicated to the water budget are used to support staff and resources to maintain the Water Treatment Plant and the water distribution system. Water rate revenues (revenues from sales) are estimated to be \$1,003,020 for 2014 (an increase of \$79,917). Water rate revenues will increase primarily due to a Council approved rate increase of \$1.39 per month which will go into effect December 1, 2013.

Overall, the 2014 water budget expenditures have increased by \$62,180. This is primarily due to an increase in salaries and benefits of \$47,232 due to the Public Works Field Supervisor spending more time in water related activities, as she is one of two employees currently certified to perform weekend duty at the Water Treatment Plant. The Grants Administrator is also slated to spend more time helping prepare water related grants in 2014. A Utility Worker will also spend more time cross training at the Water Treatment Plant as part of the City's succession planning.

Sewer Fund

This fund is for the operation and maintenance of the wastewater treatment plant, lift station, and approximately 16 miles of gravity and force main piping. The City's Wastewater Treatment Plant (WWTP) was upgraded in 1998 and has a maximum month average flow design capacity of 0.72 million gallons per day and a peak hour capacity of 2.16 million gallons per day.

The City had been experiencing rapid growth and high peak flows and peaking factors; therefore the City completed an Engineering Report for the WWTP upgrades in 2006. The 2006 WWTP Upgrade Engineering Report prepared by Brown and Caldwell provided a phased approach for the expansion of the WWTP to plan for future growth within the Urban 'Growth Area.

Revenues dedicated to the sewer budget are used to support staff and resources to maintain the Wastewater Treatment Plant, the lift station, and the 16 miles of conveyance pipe and forcemain. The city council adopted a 2-year rate schedule in 2010 to make the final two payments on the \$1,000,000 public works trust fund loan used to design the waste water treatment plant upgrade to the new membrane bioreactor technology (MBR).

The City Council adopted Ordinance 1137-12 to extend sewer rates per Table 1 below to carry forward until 12/1/2014. They adopted the ordinance to ensure the sewer utility collects sufficient revenues to cover expenses until a rate study can be conducted in 2015.

The wastewater treatment plant is estimated to have capacity to serve an additional 121 equivalent residential units. This is not including the certificates of availability that have been issued to active plats including Timber Ridge, Ramirez and Steen Park.

The City is planning to replace the existing impellers in the two submersible pumps at the lift station with larger diameter impellers in the latter part of 2013. This improvement is projected to add 180 additional equivalent residential units.

Garbage Fund:

Sultan provides garbage service to the citizen three days per week, Monday, Thursday, and Friday. The city has a franchise agreement with Allied Waste for recycling which is critical in the waste stream flow in Sultan as well as Snohomish County. The garbage fund also provided the volunteers with 1200 yellow garbage bags.

Revenues dedicated to the garbage budget are used to support staff and resources to maintain smooth operations of this enterprise fund.

The garbage utility is fiscally sound because the council has taken the necessary steps in the past to ensure rates cover current operating expenses and future needs. Ignoring future needs to replace equipment means future councils and garbage utility customers will bear the weight of even higher increases.

Salaries and benefits are increased by \$13,831 in 2014. Three utility workers equally share the garbage duties now, where in past years, two utility workers performed the majority of garbage

duties. The primary reason for this change is to minimize potential injury and avoid a possible Labor and Industries claim.

Stormwater Fund:

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

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

The purpose of the storm water operating fund is to promote quality control of storm water in the city. The fund is used to maintain the city's storm water conveyance and treatment facilities and construct storm water capital projects such as the detention facility for Sultan Basin Road Phase III. Ordinance 985-08 was adopted in 2008 to establish the storm water utility and Ordinance 986-08 set storm water utility rates through 2012.

Salaries and benefits are decreased by \$3,945 in 2014. Professional services are decreasing from \$13,500 in 2013 to zero in 2014 because the fund cannot support professional services this year. With the existing stormwater utility rates, the primary focus can only be on maintenance. The rates will need to be increased to be able to afford the design and construction of stormwater and flood prevention projects. Rentals are reduced from \$15,500 in 2013 to \$10,000 in 2014. The City must provide less vactoring this year to have a balanced budget.

CAPITAL PROJECTS

Street & 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 Real Estate Excise Tax (REET) 2.

Alder Avenue Reconstruction (5th Street to 8th Street)

The design is 90 percent complete with construction planned for May 2014. Construction of the transportation improvements are grant funded through a Community Development Block Grant and a Legislative Proviso.

Sultan River Pedestrian Bridge

The design is 30 percent complete with construction planned for summer 2014, 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.

Fourth Street Overlay (Alder Avenue to Fir Avenue)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The transportation improvements are grant funded through the Transportation Improvement Board. The sanitary sewer and water construction are currently unfunded.

High Avenue Reconstruction (1st Street to 4th Street)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The transportation improvements are grant funded through the Transportation Improvement Board. The sanitary sewer and water construction are currently unfunded.

1st Street Speed Cushions

This project is planned for 2014 and will be funded using REET2.

Sultan Basin Road Sidewalk

This project is planned on the east side of Sultan Basin Road to fill in a missing gap of sidewalk north of the Timber Ridge development. The project is dependent on receiving a grant from the Transportation Improvement Board.

Sultan Basin Road Raised Pavement Markers (RPMs)

This project is planned to add raised pavement markers to the striping on the recently completed Sultan Basin Road Overlay project. This project will be funded using REET2.

Water System Improvements

Gohr Road & 135th Street Water Main

The design is proposed to be funded using Water Capital Funds. The construction is proposed to be loan funded.

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 upgrade effort is proposed to be loan funded as the costs are significant.

Alder Avenue Reconstruction (5th Street to 8th Street)

The design is 90 percent complete with construction planned for May 2014. Construction of the water improvements are grant funded through a Community Development Block Grant and a Legislative Proviso (each grant is specifically for sewer and water improvements).

Sultan River Pedestrian Bridge

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving construction funding. The design of the water related elements are to be funded using Water Capital Funds. Construction of the water related elements is currently unfunded.

PRV Station Replacement

The design and construction of PRV #1 are proposed to be funded using Water Capital Funds.

Fourth Street Overlay (Alder Avenue to Fir Avenue)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The water improvements are currently unfunded and anticipated to be paid for with a loan.

High Avenue Reconstruction (1st Street to 4th Street)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The water improvements are currently unfunded and anticipated to be paid for with a loan.

Everett Intertie Upgrade

This design and construction of this project is proposed to be funded using Water Capital Funds.

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

- Transfer \$160,614 from Fund 405 (Water Reserve Fund) to Fund 409 (Water System Improvements Fund), leaving \$150,000 in the Water Reserve Fund.
- Transfer \$18,500 of Operating Funds to Fund 405 (Water Reserve Fund) to specifically cover the PRV#1 Design & Everett Intertie Improvements (already proposed in the 2014 Operating Budget).
- Transfer \$108,422 from Fund 400 (Water Operating Fund) to Fund 409 (Water System Improvements Fund) leaving \$150,000 in the Water Operating Fund

Sewer System Improvements

Lift Station Upgrade

The design is proposed to be funded using Sewer Capital Funds. The construction is proposed to be loan funded.

Infiltration and Inflow Study

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

Alder Avenue Reconstruction (5th Street to 8th Street)

The design is 90 percent complete with construction planned for May 2014. Construction of the sewer improvements are grant funded through a Community Development Block Grant and a Legislative Proviso (each grant is specifically for sewer and water improvements).

Sultan River Pedestrian Bridge

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving construction funding. The design of the sewer related elements are to be funded using Sewer Capital Funds. Construction of the sewer related elements is proposed to be loan funded.

PRV Station Replacement

The design and construction of PRV #1 are proposed to be funded using Water Capital Funds.

Fourth Street Overlay (Alder Avenue to Fir Avenue)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The water improvements are currently unfunded and anticipated to be paid for with a loan.

High Avenue Reconstruction (1st Street to 4th Street)

The design is 30 percent complete with construction planned for summer 2014, contingent on receiving loan funding for sanitary sewer and water construction. The sewer improvements are currently unfunded and anticipated to be paid for with a loan.

Sewer Capital Fund

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

Lift Station Design Upgrade	\$69,000
Infiltration & Inflow Study	\$30,000
4th Street Sewer Design	\$20,200
Alder Avenue Sewer Design	\$10,778
High Avenue Sewer Design	\$15,200
Sultan Bridge Sewer Design	\$83,400
Total	\$228,578

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.

RECOMMENDATION:

Move to introduce Ordinance 1179-13 adopting the 2014 Budget for a first reading and pass it on to a second reading.

ATTACHMENTS:

- A. Fund Summary
- B. Ordinance 1179-13 - 2014 Budget
- C. General and Public Work Fund Detail

ATTACHMENT A

2014 BUDGET SUMMARY

Fund	Fund Name	REVENUE	EXPENSE	SURPLUS
001	General Fund	\$1,624,630.00		
	Legislative		\$15,850.00	
	Executive		\$62,605.00	
	Finance/Administration		\$64,890.00	
	Grants		\$37,480.00	
	Legal		\$45,995.00	
	Other Governmental		\$67,435.00	
	Law Enforcement		\$960,192.00	
	Law Enforcement - Court		\$79,400.00	
	Emergency Management		\$5,600.00	
	Code Enforcement		\$32,164.00	
	Planning and Community Development		\$109,160.00	
	Building		\$26,103.00	
	Public Health		\$1,000.00	
	Library		\$6,500.00	
	Park/Recreation		\$66,352.00	
	Miscellaneous (Transfers Out)		\$9,000.00	
	Total Expenditures		\$1,589,726.00	\$34,904.00
100	General Fund Contingency	\$0.00	\$0.00	\$0.00
101	Street Fund	\$169,264.00	\$149,890.00	\$19,374.00
103	Cemetery Fund	\$25,100.00	\$23,440.00	\$1,660.00
104	C.R. Equipment Fund	\$93,400.00	\$10,000.00	\$83,400.00
108	Street Impact Fee Fund	\$0.00	\$0.00	\$0.00
109	Community Improvement Fund	\$151,500.00	\$145,810.00	\$5,690.00
112	Park Impact Fee Fund	\$0.00	\$0.00	\$0.00
113	Building Maintenance Fund	\$36,100.00	\$17,967.00	\$18,133.00
114	Information Tech Fund (IT)	\$46,100.00	\$42,500.00	\$3,600.00
115	Insurance Claim Fund	\$0.00	\$0.00	\$0.00
117	Timber Ridge Settlement	\$317,000.00	\$317,000.00	\$0.00
203	Limited Tax Bond GO	\$140,577.00	\$140,577.00	\$0.00
205	Unlimited Tax GO Bond	\$32,828.00	\$32,828.00	\$0.00
207	LID Guaranty Fund	\$318,900.00	\$213,927.00	\$104,973.00
301	Capital Project Fund REET 1	\$20,000.00	\$20,000.00	\$0.00
302	Capital Project Fund REET 2	\$20,000.00	\$20,000.00	\$0.00
303	Street Improvement Fund	\$1,939,935.00	\$1,937,935.00	\$2,000.00
305	Park Improvement Fund	\$0.00	\$0.00	\$0.00
400	Utility Water Fund	\$1,021,220.00	\$1,014,628.00	\$6,592.00
401	Utility Sewer Fund	\$1,291,412.00	\$1,271,022.00	\$20,390.00
402	Utility Garbage Fund	\$753,900.00	\$749,433.00	\$4,467.00
403	Water Revenue Bond Fund	\$125,532.00	\$125,532.00	\$0.00
404	C.R. Sewer Utility Fund	\$163,578.00	\$163,578.00	\$0.00
405	C.R. Water Utility Fund	\$160,614.00	\$160,614.00	\$0.00
406	Storm Water Utility	\$166,145.00	\$162,951.00	\$3,194.00
407	Sewer System Improvement Fund	\$228,578.00	\$228,578.00	\$0.00
409	Water System Improvement Fund	\$286,776.00	\$286,776.00	\$0.00
410	Stormwater System Improvement Fund	\$0.00	\$0.00	\$0.00
412	Water System Debt Fund	\$133,090.00	\$133,090.00	\$0.00
413	Sewer System Debt Fund	\$194,744.00	\$194,744.00	\$0.00
621	Cemetery Trust Fund	\$1,500.00		\$1,500.00
	TOTALS	\$9,462,423.00	\$9,152,546.00	\$309,877.00

**CITY OF SULTAN
SULTAN, WASHINGTON
ORDINANCE NO. 1179-13**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF SULTAN
WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the Mayor of the City of Sultan, Washington, completed and placed on file with the City clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2014, and notice was published that the Council of said City would meet on October 24, 2013 for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, the Council continued the public hearing to November 7, 2013 and November 21, 2013 for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, the said City Council did meet at said times and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Sultan for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of the City during said period.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN DO ORDAIN as follows:

Section 1: The budget for the City of Sultan, Washington for the year 2014 is hereby adopted in its final form and content as set forth in the document entitled City of Sultan 2014Budget, three (3) copies of which are on file in the office of the City Clerk.

Section 2: Estimated resources, including fund balances or working capital for each separate fund of the City of Sultan, and aggregate totals (net of transactions between funds) for all such funds combined, for the year 2014 are set forth in the summary form below, and are hereby appropriated for expenditures during the year 2014 as set forth below:

2014 BUDGET

Fund	Fund Name	REVENUE	EXPENSE
001	General Fund	\$1,624,630.00	
	Legislative		\$15,850.00
	Executive		\$62,605.00
	Finance/Administration		\$64,890.00
	Grants		\$37,480.00
	Legal		\$45,995.00
	Other Governmental		\$67,435.00
	Law Enforcement		\$960,192.00
	Law Enforcement - Court		\$79,400.00
	Emergency Management		\$5,600.00
	Code Enforcement		\$32,164.00
	Planning and Community Development		\$109,160.00
	Building		\$26,103.00
	Public Health		\$1,000.00
	Library		\$6,500.00
	Park/Recreation		\$66,352.00
	Miscellaneous (Transfers Out)		\$9,000.00
	Total Expenditures		\$1,589,726.00
100	General Fund Contingency	\$0.00	\$0.00
101	Street Fund	\$169,264.00	\$149,890.00
103	Cemetery Fund	\$25,100.00	\$23,440.00
104	C.R. Equipment Fund	\$93,400.00	\$10,000.00
108	Street Impact Fee Fund	\$0.00	\$0.00
109	Community Improvement Fund	\$151,500.00	\$145,810.00
112	Park Impact Fee Fund	\$0.00	\$0.00
113	Building Maintenance Fund	\$36,100.00	\$17,967.00
114	Information Tech Fund (IT)	\$46,100.00	\$42,500.00
115	Insurance Claim Fund	\$0.00	\$0.00
117	Timber Ridge Settlement	\$317,000.00	\$317,000.00
203	Limited Tax Bond GO	\$140,577.00	\$140,577.00
205	Unlimited Tax GO Bond	\$32,828.00	\$32,828.00
207	LID Guaranty Fund	\$318,900.00	\$213,927.00
301	Capital Project Fund REET 1	\$20,000.00	\$20,000.00
302	Capital Project Fund REET 2	\$20,000.00	\$20,000.00
303	Street Improvement Fund	\$1,939,935.00	\$1,937,935.00
305	Park Improvement Fund	\$0.00	\$0.00
400	Utility Water Fund	\$1,021,220.00	\$1,014,628.00
401	Utility Sewer Fund	\$1,291,412.00	\$1,271,022.00
402	Utility Garbage Fund	\$753,900.00	\$749,433.00
403	Water Revenue Bond Fund	\$125,532.00	\$125,532.00
404	C.R. Sewer Utility Fund	\$163,578.00	\$163,578.00
405	C.R. Water Utility Fund	\$160,614.00	\$160,614.00
406	Storm Water Utility	\$166,145.00	\$162,951.00
407	Sewer System Improvement Fund	\$228,578.00	\$228,578.00
409	Water System Improvement Fund	\$286,776.00	\$286,776.00
410	Stormwater System Improvement Fund	\$0.00	\$0.00
412	Water System Debt Fund	\$133,090.00	\$133,090.00
413	Sewer System Debt Fund	\$194,744.00	\$194,744.00
621	Cemetery Trust Fund	\$1,500.00	
TOTALS		\$9,462,423.00	\$9,152,546.00

Section 3: The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12th DAY OF DECEMBER, 2013.

CITY OF SULTAN

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Approved as to form:

Ann Marie Soto, City Attorney

Date of Publication:

Effective Date:

ATTACHMENT C

001 GENERAL FUND		2011	2012	2013	2014
Account	Description	Actual	Actual	Adopted	Requested
308-80-000	Beginning Fund Balance	0	0	0	0
311-10-000	Real and Personal Property Tax	611,955	423,849	406,455	345,000
313-11-000	Local and Retail Sales and Use	282,460	278,295	279,230	280,000
313-71-000	Sales Tax - Criminal Justice	59,603	62,462	59,135	59,500
316-41-000	B & O Electric	122,181	147,084	150,000	160,000
316-42-000	Water Utility Tax	51,443	51,444	50,507	57,000
316-43-000	B & O Gas	67,853	48,008	69,482	60,000
316-44-000	Sewer Utility Tax	73,060	75,106	77,261	77,000
316-46-000	B & O Cable	59,574	49,360	59,010	55,000
316-47-000	B & O Telephone	106,520	144,480	160,000	101,000
316-48-000	Garbage Utility Tax	32,839	34,291	33,336	32,000
316-81-000	Gambling Tax	5,350	2,856	4,714	2,000
	Taxes Totals:	1,472,837	1,317,233	1,349,130	1,228,500
321-91-000	Cable Franchise Fees	52,339	60,205	53,000	55,000
321-99-000	Business License	16,639	16,558	18,500	17,000
322-10-100	Buildings, Structures, Equipme	3,499	4,101	2,625	15,000
322-10-200	Permits - Other	10,475	9,809	6,500	6,500
322-30-000	Animal Licenses	1,978	1,430	1,050	1,500
322-90-000	Non Business Permits	752	657	525	1,000
	Licenses and Permits Totals:	85,682	92,760	82,200	96,000
335-03-910	PUD Privilege Tax	25,840	25,828	26,000	27,000
336-04-980	Local Govenment Assistance	39,226	48,838	40,000	43,800
334-00-000	Planning Grant	0	0	0	9,000
336-06-210	Criminal Justice Funding	1,028	1,049	1,212	1,212
336-06-260	CJ Special Programs	2,900	2,610	2,647	4,054
336-06-510	DUI Cities	978	870	900	900
336-06-950	Liquor Board Profits	55,136	63,579	52,391	46,973
	Intergovernmental Revenues Totals:	125,108	142,774	123,150	132,939
341-81-000	Copies and Certifications	701	281	300	300
341-91-000	Candidate Filing Fees	186	0	0	0
341-99-000	Passport Fees	6,505	8,405	7,000	7,000
345-81-000	Zoning and Subdivision Fees	700	1,900	2,500	5,000
345-83-000	Plan Check Fees	952	1,736	1,000	1,000
345-89-000	Other Environment Protection	1,375	0	1,000	1,500
	Charges for Services Totals:	10,419	12,322	11,800	14,800
353-10-100	District Court	26,442	25,418	25,000	25,000
353-10-300	Violations Bureau	873	3,835	1,500	1,500
354-10-000	Parking Infractions	180	90	100	100

359-90-000	Animal Control Fines	333	436	200	500
359-90-010	Animal Control Fees	544	365	300	300
Fines and Penalties Totals:		28,373	30,144	27,100	27,400
361-11-000	Investment Interest	376	234	1,000	500
361-40-000	Sales Tax Interest	227	123	570	120
362-40-000	Rents and Royalties	47,706	54,343	7,494	7,500
362-50-000	Rental Income Post Office	0	0	45,150	47,860
367-11-010	Contributions/Donations	71,686	2,800	7,500	9,000
369-90-000	Miscellaneous Income/NSF fees	2,897	16,234	5,700	4,000
Miscellaneous Revenues Totals:		122,892	73,734	67,414	68,980
395-10-000	Sale of Fixed Assets	66	1,816	0	0
397-10-100	Operating Transfer In	0	53,983	51,106	56,011
Other Financing Sources Totals:		66	55,799	51,106	56,011
REVENUES TOTALS:		1,845,376	1,724,766	1,711,900	1,624,630

GENERAL FUND EXPENDITURES		2011	2012	2013	2014
<u>Account</u>	<u>Description</u>	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Requested</u>
005	Legislative				
511-60-100	Salaries and Wages	8,808	7,898	8,162	6,300.00
511-60-200	Benefits	579	865	1,195	850.00
511-60-310	Office/Operating	777	824	850	500.00
511-60-311	Office/Operating - Mayor	0	0	0	200.00
511-60-430	Travel and Seminars	5,740	4,403	2,500	2,000.00
511-60-490	Miscellaneous	-221	170	200	0.00
514-90-510	Voter Registration	6,095	5,832	6,000	6,000.00
Legislative Totals:		21,780	19,993	18,907	15,850.00
010	Executive/Administrative				
513-10-100	Salaries and Wages	22,414	24,983	23,104	44,520.00
513-10-200	Benefits	6,947	4,931	6,522	16,985.00
513-10-320	Office Supplies	0	17	100	0.00
513-10-420	Communication	0	26	500	500.00
513-10-430	Travel and Seminars	3,876	3,364	1,500	500.00
513-10-490	Miscellaneous	5	167	100	100.00
Executive/Administrative Totals:		33,243	33,488	31,826	62,605.00
015	Finance Administration				
514-23-100	Salaries and Wages	28,508	35,725	36,214	37,870.00
514-23-200	Benefits	10,383	10,860	16,248	17,520.00
514-23-310	Office Supplies	0	289	200	250.00
514-23-410	Audit Costs	10,987	14,604	7,500	7,000.00
514-23-430	Travel and Seminars	1,648	2,381	900	1,000.00

514-23-490	Bank Fees	1,479	2,322	1,150	1,000.00
514-23-491	Miscellaneous Expense	0	0	0	250.00
Finance Administration Totals:		53,006	66,182	62,212	64,890.00
020	Grants				
514-60-100	Salaries and Wages	15,220	40,272	24,726	21,768.00
514-60-200	Benefits	4,475	6,287	8,804	8,312.00
514-60-310	Economic Development	99	4,903	2,500	5,000.00
514-60-320	Office Supplies	40	23	200	200.00
514-60-350	Small Tools/Minor Equipment	0	74	100	100.00
514-60-410	Professional Services	0	0	350	350.00
514-60-420	Communication	0	0	50	50.00
514-60-430	Travel and Seminars	1,334	1,588	1,000	500.00
514-60-490	Volunteer Program	243	542	1,200	1,200.00
Grants Totals:		21,412	53,688	38,930	37,480.00
025	Legal Services				
515-30-100	Salaries and Wages	3,960	3,964	3,872	3,834.00
515-30-200	Benefits	1,388	1,388	1,600	1,661.00
515-30-410	Legal - Litigation Fees	80,207	76,946	87,500	40,000.00
515-70-510	Crime Victim Services	550	335	500	500.00
Legal Services Totals:		86,105	82,635	93,472	45,995.00
035	Other Governmental Services				
518-10-310	Office/Operating Supplies	9,297	9,988	7,500	8,000.00
518-90-340	Books and Periodicals	955	1,067	750	1,000.00
518-20-490	Organization Dues	3,093	6,039	4,000	4,000.00
518-90-410	Professional Services	3,201	19,201	1,000	6,000.00
518-90-420	Communication	9,161	6,812	6,500	5,500.00
518-90-440	Advertising and Legal Notices	4,408	3,364	2,500	2,000.00
518-90-460	Insurance	22,142	32,207	18,000	34,935.00
518-90-470	Utilities	5,283	4,599	4,500	4,500.00
518-90-480	Repair and Maintenance	731	130	200	700.00
518-90-490	Miscellaneous	413	856	800	800.00
Other Governmental Services Totals:		58,684	84,262	45,750	67,435.00
040	Law Enforcement				
521-20-100	Salaries and Wages	1,123	2,053	2,108	2,162.00
521-20-200	Benefits	403	444	854	870.00
521-20-210	Disability Insurance	11,745	12,034	12,000	6,500.00
521-20-310	Operating Supplies	0	0	100	100.00
521-20-460	Insurance	1,000	0	750	0.00
521-20-490	Miscellaneous	212	726	0	1,200.00
521-20-510	Professional Service - SnoCty	878,351	958,931	912,194	875,000.00
528-10-500	Intergovernmental - SNOPAC	66,760	61,059	60,525	60,500.00
528-10-510	Intergovernmental - 800 MHZ	13,316	13,857	13,857	13,860.00

Law Enforcement Totals:		972,909	1,049,103	1,002,388	960,192.00
045	Law Enforcement Agency Fees				
512-50-510	Miscellaneous - Court Filing F	16,728	12,664	12,000	6,000.00
515-30-410	Professional Services - Prosec	36,410	31,542	17,000	15,000.00
515-30-411	Public Defender Attorney	0	0	18,400	18,400.00
523-90-510	Miscellaneous - Jail Fees	53,478	50,764	58,000	40,000.00
Law Enforcement Agency Fees Totals:		106,616	94,970	105,400	79,400.00
050	Emergency Services				
525-50-310	Operating Supplies	939	0	0	0.00
525-10-480	Repair and Maintenance	0	1,292	500	500.00
525-10-510	Department of Emergency Mgmt	4,840	3,776	5,100	5,100.00
Emergency Services Totals:		5,779	5,068	5,600	5,600.00
060	Code Enforcement				
554-30-100	Salaries and Wages	21,704	21,679	19,354	22,684.00
554-30-200	Benefits	4,448	5,224	5,614	6,480.00
554-30-310	Office/Operating Supplies	1,843	1,216	1,000	1,500.00
554-30-360	Vehicle Operation/Maintenance	202	1,519	500	500.00
554-30-370	Vehicle Repair	120	213	500	0.00
554-30-410	Professional Services	793	566	1,000	750.00
554-30-430	Travel and Seminars	807	365	375	250.00
554-30-460	Insurance	1,725	0	500	0.00
Code Enforcement Totals:		31,640	30,783	28,843	32,164.00
065	Planning and Development				
558-60-100	Salaries and Wages	66,409	113,482	85,211	68,560.00
558-60-200	Benefits	24,204	37,377	36,637	29,750.00
558-60-310	Office/Operating Supplies	213	282	350	100.00
558-60-340	Books and Periodicals	160	157	200	0.00
558-60-350	Small Tools/Minor Equipment	57	0	200	0.00
558-60-410	Professional Services	32,282	2,760	2,500	9,000.00
558-60-420	Communication	3,136	528	1,000	500.00
558-60-430	Travel and Seminars	1,477	2,286	700	0.00
558-60-440	Advertising and Legal Notices	770	1,369	1,500	750.00
558-60-490	Miscellaneous	1,827	967	500	500.00
Planning and Development Totals:		130,533	159,207	128,798	109,160.00
070	Building and Community Dev.				
558-50-100	Salaries and Wages	27,829	39,979	30,466	10,243.00
558-50-200	Benefits	12,849	15,088	16,970	5,260.00
558-50-310	Operating Supplies	59	206	500	250.00
558-50-340	Books and Periodical	8	0	1,200	900.00
558-50-360	Vehicle Operation/Maintenance	0	0	250	0.00
558-50-410	Professional Services	0	1,525	1,000	500.00

558-50-420	Communication	948	1,019	500	500.00
558-50-430	Travel and Seminars	708	1,451	500	250.00
558-50-480	Repair and Maintenance	0	0	300	0.00
558-50-490	Miscellaneous	587	50	0	200.00
558-50-510	SnoCty Plan/Building Service	8,638	12,573	9,000	8,000.00
Building and Community Dev. Totals:		51,626	71,891	60,686	26,103.00
075	Public Health				
562-50-510	Intergovernmental	1,125	2,471	1,000	1,000.00
Public Health Totals:		1,125	2,471	1,000	1,000.00
080	Library				
572-20-460	Insurance	0	0	0	0.00
572-20-470	Utilities	7,286	6,876	7,000	6,500.00
Library Totals:		7,286	6,876	7,000	6,500.00
085	Parks and Recreation				
576-80-100	Salaries and Wages	38,942	40,847	36,583	40,200.00
576-80-200	Benefits	19,825	17,821	16,200	16,680.00
576-80-220	Uniforms	773	498	500	500.00
576-80-310	Office/Operating Supplies	2,150	2,678	1,530	1,300.00
576-80-320	Office Supplies	8	0	0	0.00
576-80-350	Small Tools/Minor Equipment	61	398	810	350.00
576-80-360	Vehicle Maintenance	0	0	0	1,300.00
576-80-370	Vehicle Repair	0	165	1,050	500.00
576-80-410	Professional Services	0	0	0	1,000.00
576-80-420	Communication	652	564	600	400.00
576-80-430	Travel and Seminars	540	95	222	222.00
576-80-450	Rentals	2,608	3,330	2,226	0.00
576-80-460	Insurance	5,003	956	3,000	0.00
576-80-470	Utilities	3,655	2,751	3,000	3,300.00
576-80-480	Repair and Maintenance	1,873	446	500	500.00
576-80-490	Miscellaneous	80	399	0	100.00
594-80-620	Capital - Equipment	328	33	0	0.00
597-30-000	Operating Transfer Out	600	0	1,000	0.00
Parks and Recreation Totals:		77,099	70,981	67,221	66,352.00
E90	Interfund Services				
588-80-000	Prior Year Adjustments	40,385	0	0	0.00
597-40-020	Operating Transfer Out	106,500	1,798	0	0.00
597-50-010	Operating Transfer Out - 114	8,216	8,576	9,000	9,000.00
Interfund Services Totals:		155,101	10,374	9,000	9,000.00
EXPENDITURES TOTALS:		1,813,943	1,841,971	1,707,033	1,589,726.00

101 STREET FUND					
Account	Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
308-80-000	Beginning Fund Balance	0	0	0	0
311-10-000	Real and Personal Property Tax	38,427	16,846	20,010	20,000
316-41-000	B & O Electric	78,960	63,559	66,000	35,000
316-43-000	Utility Tax Gas	10,339	3,841	6,300	5,000
316-47-000	Utility Tax Telephone	16,231	11,558	18,000	12,000
322-40-000	Street/Curb Permits -ROW	1,150	3,384	2,500	2,000
336-00-870	Motor Vehicle Excise Tax	97,292	95,119	97,300	95,064
361-11-000	Investment Interest	126	153	200	200
367-11-010	Contributions - Street Project	121	120	0	0
		242,646	194,579	210,310	169,264

Account	Description	2011 Actual	2012 Actual	2013 Adopted	2,014 Revised
150	Road and Street Maintenance				
542-30-100	Salaries and Wages	109,581	112,160	94,486	66,620
542-30-200	Employee Benefits	33,769	33,085	35,975	25,975
542-30-220	Uniforms	667	508	200	200
542-30-310	Office/Operating Supplies	6,727	3,710	4,210	2,200
542-30-320	Office Supplies	1,681	1,951	1,700	1,000
542-30-350	Small Tools/Minor Equipment	1,689	344	910	350
542-30-360	Vehicle Operation/Maintenance	3,260	2,539	1,300	1,500
542-30-370	Vehicle Repair	257	1,948	500	500
524-30-410	Professional Service	40,145	16,229	2,000	2,000
542-30-420	Communication	2,262	2,831	2,900	2,500
542-30-430	Travel and Seminars	652	897	195	445
542-30-450	Rentals	0	292	0	0
542-30-460	Insurance	8,817	12,528	10,000	8,000
542-30-490	Miscellaneous	1,749	1,199	611	200
594-30-640	Capital - Equipment and Signs	4,831	234	5,000	1,500
597-30-000	Operating Transfer Out - 303	14,000	6,392	9,000	2,400
597-50-010	Operating Transfer Out - 114	3,905	2,960	9,854	3,500
542-30-480	Repair and Maintenance	2,687	200	1,300	1,000
542-63-470	Utilities	32,601	35,061	30,000	30,000
		269,279	235,069	210,141	149,890

103 CEMETERY FUND					
Account	Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
308-80-000	Beginning Fund Balance	0	0	0	0
343-60-000	Cemetery Fees	16,080	23,989	25,000	25,000
361-11-000	Investment Interest	31	14	0	100
367-11-000	Contributions - Cemetery Impro	2,913	138	0	0
		19,024	24,141	25,000	25,100

Account	Description	2011 Actual	2012 Actual	2013 Adopted	2,014 Revised
103	Cemetery				
536-10-010	Salaries and Wages	25,351	16,795	11,625	9,790
536-10-200	Benefits	0	0	5,879	4,850
536-10-220	Uniforms	138	12	30	0
536-10-310	Operating Supplies	307	336	300	500
536-10-320	Office Supplies	11	115	0	0

536-10-340	Items for Resale	732	747	500	900
536-10-350	Small Tools/Minor Equipment	40	0	300	100
536-10-360	Vehicle Operation/Maintenance	506	474	500	700
536-10-410	Professional Services	400	5,187	4,500	5,000
536-10-460	Insurance	4,287	682	1,000	1,500
536-10-480	Repair and Maintenance	95	0	100	100
594-10-640	Capital - Equipment	761	0	0	0
		32,627	24,348	24,734	23,440

400 UTILITY WATER FUND

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
308-80-000	Beginning Fund Balance	0	0	0	0
342-00-010	Inspection Fees	0	205	0	0
343-40-000	Water Service	878,046	874,172	906,103	992,520
359-10-000	Turn On/Off Fees	21,171	10,879	17,000	10,500
361-11-000	Investment Interest	140	542	200	200
369-40-000	Judgements and Settlements	594	0	0	0
369-90-000	Miscellaneous	24,146	23,174	21,000	17,000
379-10-000	Water Connection Charges	1,600	1,200	800	1,000
		925,698	910,173	945,103	1,021,220

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2,014 Revised
400	Utility Water				
534-80-100	Salaries and Wages	296,914	229,295	256,156	278,075
534-80-200	Benefits	110,136	76,238	114,382	135,446
534-80-220	Uniforms	1,468	1,785	900	1,000
534-80-310	Operating Supply	26,203	38,791	59,240	63,220
534-80-320	Office Supplies	3,267	3,052	3,500	3,600
534-80-350	Small Tools/Minor Equipment	1,194	9,422	7,675	13,175
534-80-360	Vehicle Operation/Maintenance	9,205	7,469	9,650	6,875
534-80-370	Vehicle Repair	225	2,200	500	500
534-80-410	Professional Service - General	98,630	33,255	17,700	8,000
534-80-420	Communication	10,249	9,344	9,500	7,000
534-80-430	Travel and Seminars	2,434	2,958	3,655	3,855
534-80-450	Rentals	413	1,364	2,000	3,000
534-80-460	Insurance	29,013	26,085	29,000	45,500
534-80-470	Utilities	105,020	37,976	34,000	20,000
534-80-471	Water Service - Everett	0	0	0	15,000
534-80-480	Repair and Maintenance	15,296	8,462	62,275	62,375
534-80-490	Miscellaneous	14,121	10,837	20,066	15,614
534-80-491	Water - Testing	0	0	0	4,000
534-80-510	Taxes - Excise	43,648	46,366	39,000	39,500
594-80-620	Capital - Buildings	45,370	0	6,000	10,000
594-80-640	Capital - Equipment	6,385	2,028	0	39,500
597-20-000	Operating Transfer Out - 412	91,500	137,167	136,701	133,090
597-20-050	Operating Transfer Out - 403	65,000	65,000	63,500	50,000
597-30-010	Operating Transfer Out - 104	3,000	46,000	42,500	8,000
597-30-010	Operating Transfer Out - 001		12,774	12,774	16,803
597-30-030	Operating Transfer Out - 409	0	12,774	12,774	18,500
597-50-020	Operating Transfer Out - 114	10,979	10,500	9,000	13,000
		989,669	831,143	952,448	1,014,628

401 UTILITY SEWER FUND

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
308-80-000	Beginning Fund Balance	0	0	0	0
342-00-200	Sewer Inspection Fee	750	0	500	0
343-50-000	Sewer Service	1,240,277	1,248,369	1,246,501	1,275,912
361-11-000	Investment Interest	273	496	0	500
369-90-000	Miscellaneous	14,379	18,337	15,000	15,000
		1,255,679	1,267,201	1,262,001	1,291,412

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2,014 Revised
401	Utility Sewer				
535-80-100	Salaries and Wages	284,669	240,139	241,187	244,780
535-80-200	Benefits	91,096	95,984	110,310	101,531
535-80-220	Uniforms	1,665	1,939	900	1,700
535-80-310	Operating Supplies	17,536	23,148	41,040	41,270
535-80-320	Office Supplies	3,752	3,282	3,500	3,500
535-80-350	Small Tools/Minor Equipment	1,065	1,909	14,175	16,575
535-80-360	Vehicle Operation Maintenance	2,848	2,250	7,950	8,375
535-80-370	Vehicle Repair	2,971	2,676	3,000	3,000
535-80-410	Professional Service	98,826	66,311	57,700	10,500
535-80-411	Services - Sludge Hauling	0	0	0	30,000
535-80-420	Communication	10,725	10,739	12,000	9,000
535-80-430	Travel and Seminars	1,119	3,226	2,755	2,755
535-80-450	Rentals	292	3,175	16,000	29,226
535-80-460	Insurance	35,580	37,042	32,000	50,420
535-80-470	Utilities	41,418	38,934	38,000	38,000
535-80-480	Repair and Maintenance	58,210	49,270	88,475	66,375
535-80-490	Miscellaneous	10,442	11,578	6,301	4,654
535-80-491	Sewer - Testing	0	0	0	1,400
535-80-510	Taxes - Excise	29,825	31,447	29,000	29,500
594-80-620	Capital - Buildings	15,336	0	6,000	12,000
594-60-640	Capital - equipment	4,170	47,639	50,000	57,450
597-20-000	Operating Transfer Out - 413	410,000	432,712	330,171	324,608
597-20-040	Operating Transfer Out - 403	65,000	65,000	63,500	50,000
597-30-010	Operating Transfer Out - 104	45,400	21,000	25,000	34,000
597-30-010	Operating Transfer Out - 001	0	0	0	16,803
597-30-030	Operating Transfers Out - 407	0	12,774	50,000	65,000
597-50-020	Operating Transfers Out - 114	8,979	14,660	27,434	18,600
		1,240,923	1,216,835	1,256,398	1,271,022

402 UTILITY GARBAGE FUND

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
308-80-000	Beginning Fund Balance	0	0	0	0
316-48-000	Garbage State Tax	19,085	19,459	20,950	20,600
321-91-000	Garbage Franchise Fees	1,473	2,962	3,000	3,000
333-03-100	Coordinated Prevention Grant	2,680	1,770	2,500	1,700
343-70-000	Garbage/Solid Waste	545,216	566,490	581,806	540,000
343-70-100	Recycling Charges	175,355	165,586	166,988	166,500
361-11-000	Investment Interest	246	424	200	200

362-20-000	Dumpster Delivery Charges	20,658	20,675	20,708	21,500
369-90-000	Miscellaneous	350	150	400	400
395-10-000	Sale of Fixed Assets	1,027	284	0	0
		766,090	777,800	796,552	753,900

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2,014 Revised
402	Garbage				
537-80-100	Salaries and Wages	168,048	143,871	132,004	146,880
537-80-200	Benefits	65,380	73,944	70,125	69,080
537-80-220	Uniforms	680	1,208	900	900
537-80-230	Contract Labor	0	3,565	0	0
537-80-310	Operating Supplies	1,585	1,090	3,540	3,520
537-80-320	Office Supplies	3,180	2,687	2,600	2,600
537-80-350	Small Tools/Minor Equipment	304	92	1,110	1,100
537-80-360	Vehicle Operation/Maintenance	19,148	19,565	22,000	47,000
537-80-370	Vehicle Repair	12,643	7,373	25,000	500
537-80-380	CPG Grant - Clean UP	2,464	1,333	2,500	1,700
537-80-410	Professional	6,439	12,850	8,500	9,750
537-80-420	Communication	8,296	7,402	7,500	7,000
537-80-430	Travel and Seminars	478	1,566	715	915
537-80-460	Insurance	13,817	16,722	14,000	12,890
537-80-470	Utilities	2,489	2,246	3,000	2,000
537-80-480	Repair and Maintenance	1,181	224	4,175	4,175
537-80-490	Miscellaneous	959	2,434	1,065	1,120
537-80-500	Intergovernmental - Recycle	141,917	139,141	140,900	141,500
537-80-510	Intergovernmental - Disposal F	185,726	188,400	187,000	185,000
537-80-520	Taxes - Excise	32,128	30,728	32,000	27,000
594-80-620	Capital Outlay - Buildings	0	0	6,000	8,000
594-80-640	Capital Outlay - Equipment	20,315	18,605	25,000	15,000
597-30-000	Operating Transfer Out - 104	44,000	79,639	75,000	39,000
597-30-000	Operating Transfer Out - 001	0	0	0	16,803
597-50-010	Operating Transfer Out - 114	6,479	3,710	17,434	6,000
		737,655	758,397	782,068	749,433

406 STORMWATER UTILITY FUND

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
308-80-000	Beginning Fund Balance	0	0	37,469	0
343-10-000	Stormwater Utility Fee	126,428	150,169	164,025	165,945
343-00-610	Investment Interest	92	306	200	200
		126,428	150,169	201,494	166,145

<u>Account</u>	<u>Description</u>	2011 Actual	2012 Actual	2013 Adopted	2,014 Revised
531-10-100	Salaries and Wages	23,023	77,239	81,313	75,845
531-10-200	Benefits	7,020	5,951	32,562	34,085
531-10-220	Uniforms	145	354	235	400
531-10-310	Operating Supplies	436	772	1,560	2,250
531-10-320	Office Supplies	297	415	400	500
531-10-350	Small Tools/Minor Equipment	1,526	389	1,610	2,050
531-10-360	Vehicle Operation Maintenance	331	154	1,250	1,400
531-10-370	Vehicle Repair	60	1,954	0	500
531-10-410	Professional Service	0	5,503	13,500	0

531-10-420	Communication	1,267	1,485	800	1,000
531-10-430	Travel and Seminars	382	1,172	1,140	500
531-10-450	Rentals	17,961	5,047	15,500	10,000
531-10-460	Insurance	1,000	4,762	1,000	9,980
531-10-470	Utilities	0	0	800	800
531-10-480	Repair and Maintenance	3,882	116	1,020	1,020
531-10-490	Miscellaneous	886	40	5,559	184
531-10-510	State Excise Tax	2,309	2,709	2,700	2,700
597-20-010	Operating Transfer - 413 Debt	28,700	28,700	28,632	10,136
597-50-020	Operating Transfers Out - 114	0	3,712	10,104	4,000
597-60-030	Operating Transfer Out - 001	0	0	0	5,601
597-60-030	Operating Transfer Out - 104	31,300	7,127	2,000	0
		120,525	147,600	201,685	162,951

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2

DATE: November 21, 2013

SUBJECT: Adoption of Ordinance 1182-13, prohibiting medical marijuana collective gardens and dispensaries.

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the City Council is adoption of Ordinance 1182-13, an Ordinance prohibiting medical marijuana collective gardens and dispensaries, more restrictive than those established by state statute but in accordance with draft recommendations proposed by the Washington State Liquor Control Board.

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance 1182-13.

SUMMARY:

The Council conducted a public hearing on adoption of the Planning Board's recommendation for an amendment to the Sultan Municipal Code to regulate Medical Marijuana Collective Gardens, agenda item H1 Ordinance 1177-13 Collective Gardens, on October 24, 2013. Subsequent to the hearing, the proposed Ordinance 1177-13 was presented as agenda item A3 Ordinance 1177-13 Collective Gardens and was rejected by City Council. Following the rejection of the proposed ordinance, a motion was made, seconded, and passed that directed staff to prepare an ordinance that would ban collective gardens and dispensaries in Sultan.

ALTERNATIVES:

1. Adopt Ordinance 1182-13, adopting amendments to prohibit Medical Marijuana Collective Gardens and Dispensaries.
2. Do not adopt Ordinance 1182-13, provide staff direction on desired alternative course of action.

ATTACHMENTS:

Attachment A: Draft Ordinance 1182-13

ATTACHMENT A

DRAFT

ORDINANCE NO. 1182-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, AMENDING SULTAN MUNICIPAL CODE CHAPTER 16.56, NONRESIDENTIAL PERFORMANCE STANDARDS, BY ADOPTING A NEW SECTION 16.56.070, MEDICAL MARIJUANA (CANNABIS) COLLECTIVE GARDEN AND DISPENSARIES PROHIBITION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Washington voters passed the Medical Use of Marijuana Act through approval of Washington State Initiative 692 in 1998, allowing qualifying patients suffering a terminal or debilitating illness to use medical cannabis (marijuana) if such use would benefit them; and

WHEREAS, in 2011, the State Legislature passed ESSB 5073, in part, to address issues related to the proliferation of medical marijuana dispensaries; and

WHEREAS, on April 29, 2011, Governor Chris Gregoire issued a partial veto of ESSB 5073; and

WHEREAS, the surviving portions of ESSB 5073 became law on July 22, 2011, through RCW 69.51A, which includes provisions that allow the establishment and operation of medical marijuana collective gardens; and

WHEREAS, medical marijuana collective gardens are allowed by RCW 69.51A to be located anywhere in a city; and

WHEREAS, RCW 69.51A.140 provides cities and counties the option of adopting restrictions on location and certain aspects of operation of medical marijuana collective gardens; and

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

WHEREAS, on August 11, 2011, the City Council held a public hearing, as required by RCW 35A.63.220 and RCW 36.70A.390, to gather public input on the emergency moratorium, and to be legally authorized to make the moratorium effective for six months; and

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

WHEREAS, the City Planning Board completed work on a draft medical marijuana collective garden code, held public hearings and made recommendations to the City Council regarding adoption of said code at its regular meeting of December 4, 2012; and

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

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

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

WHEREAS, on January 10, 2013, the Council adopted Ordinance 1166-12, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

WHEREAS, on May 23, 2013, the Council adopted Ordinance 1171-13, a 6-month extension of the moratorium on Medical Cannabis Collective Gardens; and

WHEREAS, the City Council recognizes the need to provide local restrictions on the location and operation of medical cannabis collective gardens beyond the minimal restrictions provided in RCW 69.51A and other state statutes; and

WHEREAS, on October 24, 2013, the City Council conducted a public hearing on the provisions recommended by the Planning Board, and considered the testimony offered at that hearing; and

WHEREAS, a proviso in Section 141 of the state operating budget directs the Liquor Control Board to work with the departments of Revenue and Health to develop recommendations for the Legislature regarding the interaction of medical marijuana regulations and the emerging recreational marijuana system; and

WHEREAS, the Liquor Control Board has issued draft recommendations to eliminate collective gardens; and

WHEREAS, the Liquor Control Board has chosen not to designate Sultan as a retail license location; and

WHEREAS, it is the City Council's intent to address the requirements of State law while providing the greatest level of public safety available within the provisions of the State law;

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

Section 1. SMC Section 16.56.070, "Medical Marijuana (Cannabis) Collective Garden PROHIBITIONS", Adopted. A new section 16.56.070, "Medical Marijuana (Cannabis) Collective Garden Prohibitions", of the Sultan Municipal Code Chapter 16.56, Nonresidential Performance Standards, is hereby adopted to read as follows:

16.56.070 Medical marijuana (cannabis) collective garden prohibitions.

A. Definitions. As used in this Section, the following terms shall have the meanings set forth below:

1. "Medical marijuana collective garden" or "collective garden" means a group of qualifying patients that share responsibility for acquiring and supplying the resources required to produce and process marijuana for medical use. Examples of collective garden resources include, without limitation, the following: property used for a collective garden; or equipment, supplies, and labor necessary to plant, grow and harvest marijuana; marijuana plants, seeds, and cuttings; and equipment, supplies, and labor necessary for proper construction, plumbing, wiring, and ventilation of a garden of marijuana plants. A medical marijuana collective garden shall satisfy the above definition regardless of its formation, ownership, management, or operation as a business, agency, organization, cooperative, network, consultation operation, group, or person. One (1) individual person who is the designated provider for only one (1) qualified patient, as those terms are defined in RCW 69.51A.010, during any fifteen (15) day period and who complies with Chapter 69.51A RCW, or an individual person who is a qualified patient and who complies with 69.51A RCW, shall not be deemed a medical marijuana collective garden for the purposes of this Section.

2. "Medical marijuana dispensary" means any business, agency, organization, cooperative, network, consultation operation, or other group, or person, no matter how described or defined, including its associated premises and equipment, which has for its purpose or which is used to grow, select, measure, package, label, deliver, sell, or otherwise transfer (for consideration or otherwise) marijuana for medical use. One (1) individual person who is the designated provider for only one (1) qualified patient, as those terms are defined in RCW 69.51A.010, during any fifteen (15) day period and who complies with Chapter 69.51A RCW shall not be deemed a medical marijuana dispensary for the purposes of this Section.

B. Medical Marijuana Dispensaries Prohibited. Medical marijuana dispensaries are prohibited within the City of Sultan and shall not be located in any zone or on any property in the City of Sultan.

C. Collective Gardens. Collective gardens are prohibited within the City of Sultan and shall not be located in any zone or on any property in the City of Sultan.

D. Enforcement. Enforcement of prohibitions, restrictions, and limitations on collective gardens will be pursued as provided by all applicable State and local laws.

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

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

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

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS ____ DAY OF _____, 2013 and SIGNED INTO AUTHENTICATION THIS ____ DAY OF _____, 2013.

APPROVED:

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Introduction:

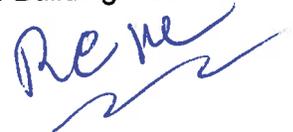
Final Action:

Posted:

Published:

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-3
DATE: November 21, 2013
SUBJECT: Adoption of 2012 Updates to the Washington State Building Code
CONTACT PERSON: Robert Martin, Community Development Director



ISSUE:
First Reading of Ordinance 1184-13, amending Sultan Municipal Code (SMC) 15.01 to adopt the 2012 Washington State Building Code, Chapter 19.27 of the Revised Code of Washington, with certain amendments specified by the City of Sultan.

STAFF RECOMMENDATION:
Staff recommends that Council adoption of Ordinance 1184-13.

DISCUSSION:
The model codes are revised about every three years. Part of the revision process allows the City to consider/adopt certain code appendices that can augment the model codes. Cities and Towns are also allowed to adopt or augment their own construction administrative rules and do not have to accept the general provisions of the model codes. In addition, other codes (e.g. dangerous building codes, housing maintenance codes) may be adopted if they are found to be beneficial to the City, provided they do not conflict with the required State Code adoption.

The building codes are adopted by the City in SMC 15.01. For this update it is only necessary to amend the existing 15.01 to indicate the current versions of the codes that are being adopted.

The Codes themselves are not reproduced in the SMC, as they are too large. SMC 15.01 adopts the codes by reference so the code language only lists the codes to be adopted, and does not reproduce the code language itself.

The adopting ordinance also lists the exceptions or modifications that the City is choosing to enact that are different than the standard state adoption. The City can only adopt exceptions that are authorized by the state, as in the alternative fire sprinkler option discussed above. The City cannot choose to exclude mandatory portions of the state-adopted code.

Attachment A presents draft Ordinance 1184-13 for Council consideration.

LOCAL OPTIONS RELATED TO RESIDENTIAL FIRE SPRINKLER STANDARDS:

In adoption of the 2009 IBC, and again in the 2012 Code adoption process, local jurisdictions have the option of choosing between two approaches to fire sprinkler systems in residences as addressed in the International Residential Code (IRC), a subsidiary component of the International Building Code. The IRC is currently code used to construct homes in Sultan. The option provides for a local choice on how residential sprinkler systems are addressed at the local level.

Sultan has the option of adopting either Appendix R or Appendix S to clarify sprinkler requirements within the city.

Appendix R provides for voluntary installation of fire sprinklers. This approach is both a less restrictive and a less complicated one than may be required under the International Building Code or International Fire Code. As an example, Appendix R does not require that attics, crawlspaces, closets, soffits or garages have sprinklers.

Appendix S provides for mandatory installation of fire sprinklers according to the construction standards specified in "Appendix R" in new one-family and two-family dwellings and townhouses.

In keeping with Council adoption of the building codes in 2010, the ordinance provided for consideration (**Attachment A**) adopts Appendix R of the IRC and excludes adoption of Appendix S, thereby making fire sprinklers optional in residences.

The Council will need to direct a change in the draft ordinance if it intends to make residential sprinkler systems mandatory.

ALTERNATIVES:

1. Determine whether the code adopted for the City of Sultan will include Appendix R for optional residential sprinkler systems, or Appendix S for mandatory residential sprinkler systems.
2. Conduct first reading of Ordinance 1184-13.
3. Defer first reading and provide staff direction for further action.

ATTACHMENTS:

Attachment A: Draft Ordinance 1088-10

Attachment B: Legislative Mark-up of proposed amendments to SMC 15.01

Attachment C: Terminology related to code adoption

**DRAFT
CITY OF SULTAN
WASHINGTON
ORDINANCE NO. 1184-13**

**AN ORDINANCE OF THE CITY OF SULTAN,
WASHINGTON, AMENDING SMC CHAPTER 15.01,
BUILDING CODES WITH CERTAIN AMENDMENTS TO
CONFORM WITH RCW 19.27, THE REVISED
WASHINGTON STATE BUILDING CODE ACT, WHICH
GOES INTO EFFECT ON JULY 1, 2013; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, both the City of Sultan and the State have adopted the International Codes by reference to regulate construction and development; and

WHEREAS, the Washington State Building Code Council has adopted the 2012 editions of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Fire Code, International Existing Building Code, and International Property Maintenance Code, as published by the International Code Council and the Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and the Washington State Energy Code, together with certain amendments thereto, to become effective July 1, 2013; and

WHEREAS, the State has updated Chapter 19.27 of the Revised Code of Washington (RCW), the Washington State Building Code Act, to adopt the 2012 versions of the International Codes, effective July 1, 2013; and

WHEREAS, the City Council desires to update the SMC's building, fire and construction codes so that Chapter 15.01 of the SMC is consistent with RCW 19.27 effective July 1, 2013;

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

Section 1. SMC 15.01.030 is hereby amended as follows:

15.01.030 Adoption of international and other codes.

A. Except as otherwise provided in this chapter, there shall be in effect in the city of Sultan the building code which shall consist of the following codes which are hereby adopted by reference as amended by the Washington State Building Code Council:

1. a. The 2012 International Building Code, published by the International Code Council, Inc. with statewide amendments and as amended within this document;

b. The 2012 International Residential Code, published by the International Code Council, Inc. with statewide amendments, except that Appendix S that requires installation of fire sprinkler systems in residential structures shall not be adopted;

2. The 2012 International Mechanical Code, published by the International Code Council, Inc., except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);

3. The 2012 Liquefied Petroleum Gas Code (NFPA 58) without exception;

4. The 2012 National Fuel Gas Code (NFPA 54) without exception

5. The 2012 International Fire Code, published by the International Code Council, Inc. with statewide amendments without exception, including those standards of the National Fire Protection Association specifically referenced in the International Fire Code;

6. The 2012 Uniform Plumbing Code with statewide amendments without exception;

7. The 2012 Washington State Energy Code without exception;

8. The 2012 National Electrical Code (NFPA 70) -- Please see the Department of Labor and Industries for information on the adoption and amendment of the National Electrical Code without exception.

9. The ICC/ANSI A117.1-03, Accessible and Usable Buildings and Facilities, with statewide amendments without exception

10. APPENDICES. Appendices referenced in the text of the construction codes shall be considered an integral part of the construction codes except as otherwise provided in this ordinance.

11. The rules adopted by the Washington State Building Code Council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160.

12. In case of conflict among the codes enumerated in subsections (A)(1), (2), (5), and (6) of this section, the first named code shall govern over those following.

B. Intent.

1. The intent of the adoption of the International Building Code by the city of Sultan is to remain consistent with state laws regulating construction, including electrical, plumbing, and energy codes established in Chapters 19.27, 19.27A, and 19.28 RCW. The International Building Code references the International Residential Code for provisions related to the construction of single- and multiple-family dwellings. No portion of the International Residential Code shall supersede or take precedence over provisions in Chapter 19.28 RCW, regulating the electrical code; nor provisions in RCW 19.27.031(4), regulating the plumbing code; nor provisions in Chapter 19.27A RCW, regulating the energy code.

2. In accordance with RCW 19.27.020, the city shall promote fire and life safety in buildings consistent with accepted standards.

3. The city of Sultan finds that building codes are an integral component of affordable housing. (Ord. 856-04 § 1)

Section 2. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

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

CITY OF SULTAN:

Mayor Carolyn Eslick

ATTEST/AUTHENTICATED:

Laura Koenig, Clerk-Treasurer

Approved as to form:

Ann Marie J. Soto, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Date of Publication:

Effective Date:

Chapter 15.01

Legislative mark-up version for 2013 Amendment Process

15.01.030 Adoption of international and other codes.

A. Except as otherwise provided in this chapter, there shall be in effect in the city of Sultan the building code which shall consist of the following codes which are hereby adopted by reference as amended by the Washington State Building Code Council:

1. a. The ~~2009-2013~~ International Building Code, published by the International Code Council, Inc. with statewide amendments and as amended within this document;
- b. The ~~2009-2012~~ International Residential Code, published by the International Code Council, Inc. with statewide amendments, except that Appendix S that requires installation of fire sprinkler systems in residential structures shall not be adopted;
2. The ~~2009-2012~~ International Mechanical Code, published by the International Code Council, Inc., except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);
3. The ~~2008-2012~~ Liquefied Petroleum Gas Code (NFPA 58) without exception;
4. The ~~2009-2012~~ National Fuel Gas Code (NFPA 54) without exception
5. The ~~2009-2012~~ International Fire Code, published by the International Code Council, Inc. with statewide amendments without exception, including those standards of the National Fire Protection Association specifically referenced in the International Fire Code;
6. The ~~2009-2012~~ Uniform Plumbing Code with statewide amendments without exception;
7. The ~~2006-2012~~ Washington State Energy Code without exception;
8. The ~~2008-2012~~ National Electrical Code (NFPA 70) -- Please see the Department of Labor and Industries for information on the adoption and amendment of the National Electrical Code without exception.
9. The ICC/ANSI A117.1-03, Accessible and Usable Buildings and Facilities, with statewide amendments without exception
10. APPENDICES. Appendices referenced in the text of the construction codes shall be considered an integral part of the construction codes except as otherwise provided in this ordinance.
11. The rules adopted by the Washington State Building Code Council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160.
12. In case of conflict among the codes enumerated in subsections (A)(1), (2), (5), and (6) of this section, the first named code shall govern over those following.

B. Intent.

1. The intent of the adoption of the International Building Code by the city of Sultan is to remain consistent with state laws regulating construction, including electrical, plumbing, and energy codes established in Chapters 19.27, 19.27A, and 19.28 RCW. The International Building Code references the International Residential Code for provisions related to the construction of single- and multiple-family dwellings. No portion of the International Residential Code shall supersede or take precedence over provisions in Chapter 19.28 RCW, regulating the electrical code; nor provisions in RCW 19.27.031(4), regulating the plumbing code; nor provisions in Chapter 19.27A RCW, regulating the energy code.

2. In accordance with RCW 19.27.020, the city shall promote fire and life safety in buildings consistent with accepted standards.

3. The city of Sultan finds that building codes are an integral component of affordable housing. (Ord. 856-04 § 1)

Code Terminology

International Building Code: This term (IBC) refers to the group of codes that was developed by a national panel with the intent of standardizing construction standards and methods across the country. Most states use the IBC as the basis for their building codes. The IBC is made up of a main code generally referred to as “the Building Code”, and a group of specialty codes that address specific topics such as residential construction (International Residential Code or IRC), mechanical and heating/cooling equipment (International Mechanical Code or IMC). In general, the term “International Building Code” or “IBC” refers to the collective group of codes unless one or more of these codes are specifically not adopted by the state or a local jurisdiction.

Washington State Building Code: The State of Washington has a panel of representatives from public and private sectors of the construction industry, the Washington State Building Code Council (WSBCC) that reviews the IBC and makes recommendations on amendments specific to Washington. The IBC and proposed amendments from the WSBCC are forwarded to the legislature and the Governor’s office for final review and adoption. When adopted the, the package of codes becomes the current version of the Washington State Building Code. The adopted state code typically includes one or more options that can be reviewed and selected by local jurisdictions that choose to enact specific local ordinances adopting the building code for their community. The 2012 version of the Washington State Building Code became effective for the state and all local jurisdictions on July 1, 2013.

City of Sultan Building Code: Although not typically used as a working term, the concept of the City of Sultan Building Code can be thought of as Sultan’s adopted version of the Washington State Building Code with the options chosen by the community from among the options allowed in the state-adopted code. To conform with state law, local communities can only adopt options that are specifically authorized by the state code. Upon the effective date of the proposed ordinance, the City of Sultan will be operating on the Washington State Building Code with the local options selected by the Council (City of Sultan Building Code).

Overt action to adopt the Washington State Building Code:

The Washington State Building Code is adopted as a state statute. As such, it applies to all jurisdictions in the state whether they take specific action to adopt or not.

Council is advised that it is prudent practice to take specific action to adopt the updated versions of the code rather than to rely on the “as amended” clause of SMC Chapter 15.01.030 A.

Adoption of an ordinance specifically adopting the current version of the codes avoids any confusion if legal challenges are raised regarding the City’s daily implementation of the Building Code. It also allows the Council to specifically address any options allowed by the state code.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

DATE: November 21, 2013

ITEM NO: A – 4

SUBJECT: Street Repair
Approve and Award a Contract

CONTACT PERSON: Connie Dunn, Public Works Field Supervisor

ISSUE:

The issue before the council is to authorize the Mayor to sign a contract with Ponderosa Pacific for the street repair of five (5) asphalt patches in various locations where water leaks, sewer repair and installation of a water service occurred.

STAFF RECOMMENDATION:

Award the bid to Ponderosa Pacific for the repair and authorize the Mayor to sign the contract not to exceed \$6,720.17 with out prior approval of City Council. This will include:

- Repair of five (5) patches in various locations
 - Prep work at each location
 - A minimum of 2" of asphalt for each patch

ALTERNATIVES:

1. Authorize the Mayor to sign the contract with Ponderosa Pacific to repair the streets in various location within the next 180 days, weather dependent.
2. Do not authorize the Mayor to sign the contract and direct staff to areas of concern.

SCOPE OF WORK:

Project Description

During the Summer of 2013, the city had three (3) water main breaks, installed a new water service, and had to repair on side sewer.

1. All surrounding structures in the work area are to be protected; this includes protection of private property, storm system inlets in each area the work is being performed, and any curb, gutter and side in proximity of the work zone.
2. Saw cutting, to provide clean cuts around the disturbed areas in the asphalt as required in the City of Sultan Standard Plans. See Attached.
3. Furnish and install to match existing asphalt and grade with a minimum of 2" thick asphalt at:
 - a. 7th and Fir, NE corner. Approximately 20' X 5', gravel at the site is to be spread onto the shoulder/parking area.
 - b. Near 417 Birch. Approximately 14' X 6'.
 - c. US 2 and 5th Street, NW corner. Approximately 23' X 14'.
 - d. 328th Place and 132nd Ave. SE, NE corner. Approximately 11' x 7' and 19' X 4'.
 - e. 4th and Birch on NE corner. Approximately 7' X 9'
4. Contractor will furnish all necessary traffic control equipment to execute repairs and provide a safe work area.
5. Furnish the city with certified payroll and affidavit of prevailing wages paid.
6. Pay prevailing wages to contract employees
7. City is waiving the bond required for these repairs.
8. The work will be inspected by City Inspector/Field Supervisor.

BACKGROUND:

During the year, the city crew repaired three (3) emergency water breaks, installed one new water connection and repaired a side sewer near the main sewer line. The locations were:

- NE corner of 7th Street and Fir Avenue
- Near 417 Birch Avenue
- US 2 and 5th Street, NW corner in the parking lot
- 328th Place and 132nd Avenue SE
- NE corner of 4th Street and Birch Avenue

I emailed and phoned bid proposal packages to:

- AA Asphaltting
- PNCX Gardon MacDonald
- AMPM Asphalt
- Ponderosa Pacific
- Harms Paving
- Emerald Paving

Received three bids, they were:

AA Asphaltting	\$10,464.70
Pacific Northwest Construxion	\$9,774.00
Ponderosa Pacific	\$6,720.17

FISCAL IMPACT:

During annual budget preparation there is money in the operating portion of the funds to include maintenance and repair of water, sewer and streets. This project will be paid from water and sewer funds as they are a direct result of water and sewer infrastructure.

80% Water	Estimate \$5,376.13
20% Sewer	Estimate \$1,344.04

COUNCIL ACTION:

Accept the bid and authorize the Mayor to sign a contract with Ponderosa Pacific for an amount not to exceed \$6,720.17 without prior written authorization from the Council to provide 5 asphalt patches in various location. Paying 80% from Water and 20% from Sewer Funds.

ATTACHMENTS:

- Bid Documents
- Contract with Ponderosa Pacific
 - Includes Scope of Work



CITY OF SULTAN

REQUEST FOR QUOTES

October 23, 2013
Sultan Public Works Department
319 Main Street,
Sultan WA 98294

The City of Sultan is calling of price quotes to have a contractor repair streets in various locations where water and sewer repair work has been done.

The selected contractor for this project will be responsible for purchase of materials, provide equipment, traffic control, erosion/sedimentation control to City of Sultan standard detail

CLOSING DATE

All Quotes are required to be submit on or by October 31, 2013 at 1 pm

In writing: City of Sultan
PO Box 1199
319 Main Street, Suite 200
Sultan, WA 98294

Or Email: Connie.dunn@ci.sultan.wa.us

ADDITIONAL INFORMATION

- Attached is the Scope of Work and details needed to provide the City with a quote.
- Paying Prevailing wages is required, accompanied by all the necessary paperwork.
- State and City Business License are required.
- All WA State permits are to be provided by the contractor.
- City Permits will be provided by the City, with the application being filled out by contractor.
- Sample of City Contract once low quote is accepted is attached.
- Insurance bonds to be provided by Contractor.



CITY OF SULTAN

BID PROPOSAL
City street repair in several locations
Sultan, WA 98294
October 31, 2013

This price quote shall include all material, equipment, labor, equipment, licenses, permits, permit fees, taxes, and other associated costs necessary to complete the scope of work as attached. All contractors or businesses doing business within the city limits of Sultan are required to have a city business license. All municipal jobs require paying prevailing wage.

BASE BID

Patching at several locations throughout the city	\$ _____
WSST @ 8.6%	\$ _____
TOTAL BASE BID	\$ _____

The undersigned has read the specifications and is familiar with the sites and requirements of the installation of the asphalt patches on City Streets, meeting City standards or WDOT Road and Bridge Standards Manual. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

Phone: _____ Date: _____

Signature: _____

Contractor Licenses: _____

City Business License: _____



CITY OF SULTAN

BID PROPOSAL
City street repair in several locations
Sultan, WA 98294
October 31, 2013

This price quote shall include all material, equipment, labor, equipment, licenses, permits, permit fees, taxes, and other associated costs necessary to complete the scope of work as attached. All contractors or businesses doing business within the city limits of Sultan are required to have a city business license. All municipal jobs require paying prevailing wage.

BASE BID

Patching at several locations throughout the city	\$	<u>6188.00</u>
WSST @ 8.6%	\$	<u>532.17</u>
TOTAL BASE BID	\$	<u>6720.17</u>

The undersigned has read the specifications and is familiar with the sites and requirements of the installation of the asphalt patches on City Streets, meeting City standards or WDOT Road and Bridge Standards Manual. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

Contractor Name: Ponderosa Pacific

Address: 31444 Rosewood Dr

City: Sultan State: WA Zip Code 98294

Phone: 425-476-3344 Date: 11-13-13

Signature: [Signature]

Contractor Licenses: Ponderosa 953rg

City Business License: T.D.# 1 Expires 8-31-2014



CITY OF SULTAN

BID PROPOSAL
City street repair in several locations
Sultan, WA 98294
October 31, 2013

This price quote shall include all material, equipment, labor, equipment, licenses, permits, permit fees, taxes, and other associated costs necessary to complete the scope of work as attached. All contractors or businesses doing business within the city limits of Sultan are required to have a city business license. All municipal jobs require paying prevailing wage.

BASE BID

Patching at several locations throughout the city	\$ <u>9000.00</u>
WSST @ 8.6%	\$ <u>774.00</u>
TOTAL BASE BID	\$ <u>9774.00</u>

The undersigned has read the specifications and is familiar with the sites and requirements of the installation of the asphalt patches on City Streets, meeting City standards or WDOT Road and Bridge Standards Manual. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

Contractor Name: Pacific Northwest Construction LLC

Address: 12822 307th Av SE

City: Sultan State: WA Zip Code 98294

Phone: 360 793 8641 Date: 11-13-13

Signature: [Signature]

Contractor Licenses: PACIFIC NC 971 KM

City Business License: _____

Received 10/30/13 10:28 AM
via email



CITY OF SULTAN

BID PROPOSAL
City street repair in several locations
Sultan, WA 98294
October 31, 2013

This price quote shall include all material, equipment, labor, equipment, licenses, permits, permit fees, taxes, and other associated costs necessary to complete the scope of work as attached. All contractors or businesses doing business within the city limits of Sultan are required to have a city business license. All municipal jobs require paying prevailing wage.

BASE BID

Patching at several locations throughout the city	\$	<u>9,636.00</u>
WSST @ 8.6%	\$	<u>828.70</u>
TOTAL BASE BID	\$	<u>10,464.70</u>

The undersigned has read the specifications and is familiar with the sites and requirements of the installation of the asphalt patches on City Streets, meeting City standards or WDOT Road and Bridge Standards Manual. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

Contractor Name: AA Asphaltting Inc.
 Address: 14720 Puyallup Street
 City: Sumner State: WA Zip Code 98390
 Phone: 800-863-0214 Date: October 10, 2013
 Signature: [Signature]
 Contractor Licenses: AA ASP E*2230F
 City Business License: Will purchase if awarded bid

**CITY OF SULTAN
STANDARD PUBLIC WORKS CONTRACT**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and, Ponderosa Pacific (hereinafter referred to as "Contractor"), doing business at 31444 Rosewood Drive, Sultan, WA 98294

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for restoration and repair of five (5) asphalt patches that was the result of water and sewer repairs, and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - Scope of Work
 - General Provisions
 - Bid Documents
 - Bid Proposals
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not
2. **Payment.** Payment for the above work shall not exceed, six thousand seven hundred twenty dollars and seventeen cents (\$6,720.17) in accordance with the prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, the City of Sultan Public Works Field Supervisor shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterrupted thereafter with such force as to secure its completion within one hundred eighty (180) working days, after such

notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

8. **Surety.** RCW 60.28.011 requires the City to withhold 5% from the moneys earned by the contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.
9. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
10. **Independent Contractor.** The Contractor is and shall be at all times during the terms of this Agreement an independent contractor and not an employee of the City. No agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his or her employees, agents, representatives or subcontractors. The Contractor will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

11. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
12. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
13. **Claims.** Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
14. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
15. **Insurance.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.
 - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed

under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or a substitute form providing equivalent liability coverage. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$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, Commercial General Liability, and Builders Risk insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- F. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a

material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.
19. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
20. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

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

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

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

22. **Extent of Contract / Modification.** This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order signed by both parties.
23. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
24. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
25. **Resolution of Disputes, Governing Law, Venue.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.
26. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and

enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

Dated this 21st day of November, 2013.

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

CITY OF SULTAN

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

City of Sultan
PO BOX 1199
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



CITY OF SULTAN

BID PROPOSAL
City street repair in several locations
Sultan, WA 98294
October 31, 2013

This price quote shall include all material, equipment, labor, equipment, licenses, permits, permit fees, taxes, and other associated costs necessary to complete the scope of work as attached. All contractors or businesses doing business within the city limits of Sultan are required to have a city business license. All municipal jobs require paying prevailing wage.

BASE BID

Patching at several locations throughout the city	\$	<u>6188.00</u>
WSST @ 8.6%	\$	<u>532.17</u>
TOTAL BASE BID	\$	<u>6720.17</u>

The undersigned has read the specifications and is familiar with the sites and requirements of the installation of the asphalt patches on City Streets, meeting City standards or WDOT Road and Bridge Standards Manual. The bid amount presented in this proposal is a lump sum price to perform all work necessary to complete this project.

Contractor Name: Ponderosa Pacific
Address: 31444 Rosewood Dr
City: Sultan State: Wa Zip Code 98294
Phone: 425-476-3344 Date: 11-13-13
Signature: [Signature]
Contractor Licenses: Pondapi 953rg
City Business License: TD# 1 Expires 8-31-2014

319 Main Street, Suite 200 • PO Box 1199 • Sultan WA 98294
City Hall 360.793.2231 • Fax 360.793.3344



CITY OF SULTAN

SCOPE OF WORK

October 22, 2013

The City of Sultan is requesting price quotes to complete five (5) asphalt patches that was the result of water and sewer repairs:

1. All surrounding structures in the work area are to be protected; this includes protection of private property, storm system inlets in each area the work is being performed, and any curb, gutter and side in proximity of the work zone.
2. Saw cutting, to provide clean cuts around the disturbed areas in the asphalt as required in the City of Sultan Standard Plans. See Attached.
3. Furnish and install to match existing asphalt and grade with a minimum of 2" thick asphalt at:
 - a. 7th and Fir, NE corner. Approximately 20' X 5', gravel at the site is to be spread onto the shoulder/parking area.
 - b. Near 417 Birch. Approximately 14' X 6'.
 - c. US 2 and 5th Street, NW corner. Approximately 23' X 14'.
 - d. 328th Place and 132nd Ave. SE, NE corner. Approximately 11' x 7' and 19' X 4'.
 - e. 4th and Birch on NE corner. Approximately 7' X 9'
4. Contractor will furnish all necessary traffic control equipment to execute repairs and provide a safe work area.
5. Furnish the city with certified payroll and affidavit of prevailing wages paid.
6. Pay prevailing wages to contract employees
7. City is waiving the bond required for these repairs.
8. The work will be inspected by City Inspector/Field Supervisor.

All work to be completed in a substantial and workmanlike manner according to standard practices in the WSDOT Road and Bridge Standards Manual.

The contractor is to be willing to sign the attached Contract with the City of Sultan, to perform all work necessary to restore the disturbed areas.

