

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
November 6, 2014**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) Business Spotlight – Sky Valley Childcare/Preschool - Rita McDonald
- 2) Volunteer Spotlight – Turk's Youth Basketball

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

HEARINGS:

- 1) 2015 Budget – General and Public Works Funds

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

- 1) Approval of the October 23, 2014 Council Meeting Minutes
- 2) Approval of the October 23, 2014 2015 Tax Levy Public Hearing minutes
- 3) Approval of Vouchers
- 4) Adoption of Ordinance 1203-14 – 2015 Tax Levy
- 5) Adoption of Ordinance 1204-14 – 2015 Police Bond Levy

ACTION ITEMS:

- 1) CDBG Funding Applications
- 2) WH Pacific Contract Extension – Pedestrian Bridge Project
- 3) Drug Task Force Interlocal Agreement

DISCUSSION: Time Permitting

- 1) Trane Project Update

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 6, 2014
SUBJECT: Business Spotlight

Donna Murphy



**Sky Valley Child Care/
Pre-School**

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:

The issue before the Council is to recognize Sky Valley Child Care/Pre-School as the City of Sultan's Business Spotlight for November, 2014.

SUMMARY STATEMENT:

Sky Valley Child Care/Pre School is located at 603 7th Street in Sultan and owned by Rita MacDonald.

Rita Fleming MacDonald grew up on a 110 acre dairy farm between Sultan and Monroe.

She started Sky Valley Child Car/Pre School located at 603 7th Street in 1982 as a means to stay home with her children, Adam, Chelsea, Keith and her nephew Jordan.



Rita's average day begins at 4:40 AM when she starts to welcome clients and their children into her home. Over the next few hours, Rita effortlessly gets school age children and younger children ready for their day by getting them dressed and feeding them breakfast.

Pre-School starts about 9:30. She teaches 7 pre-schoolers Monday, Wednesday and Fridays and 4 pre-schoolers on Tuesday and Thursday. The objective of Rita's Pre-School is to foster the joy of learning and to prepare children for Kindergarten. Her curriculum has her early learners engaged in a variety of social, physical, and academic

activities. Her Pre-schoolers participate in structured (table time) where they learn to recognize the letters and sound of the alphabet, write their name, and engage in theme based projects. Rita also incorporates centers into their daily routine where her Pre-schoolers independently explore and enhance their learning experiences through use of a sensory table, playdough, and other hands-on experiences. Her Pre-schoolers also engage in "Free-Play" where they pursue their individual interests. After Pre-school the children methodically line up to wash up for lunch. Following lunch is Rest Time. After Rest Time, it's Snack Time, then back to centers and "Free-Play".

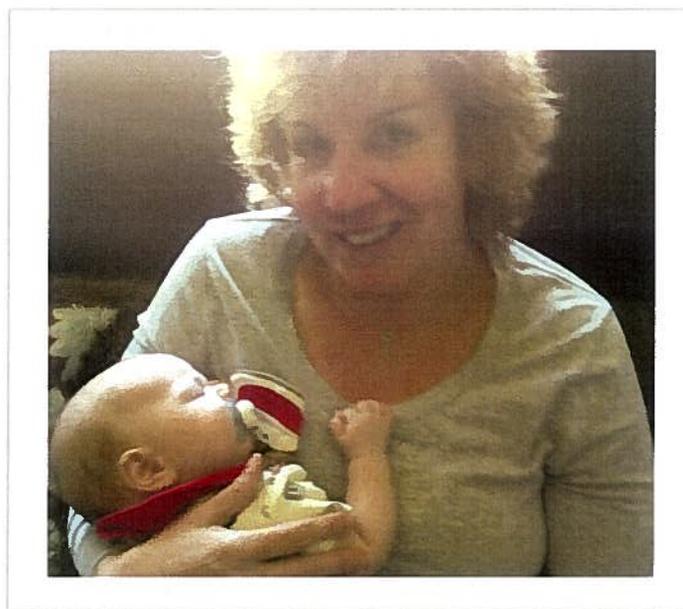
At 4:00 the parents begin picking up their children; nearly a 12 hour day for Rita.

Right now Rita has 12 children and 17 families that she rotates throughout the week.

Her fee schedule is fairly simple:

| | | |
|-----------------|--------------------|-------------------------|
| \$35 per day | Birth to 12 months | 10 hour day |
| \$25 Part Time | Birth to 12 months | 5 hours or less |
| \$16.50 per day | School Age | Before and after school |

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



SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: P-2
DATE: November 6, 2014
SUBJECT: **Volunteer Spotlight – Turks Youth Baseball**
CONTACT PERSON: Donna Murphy, Volunteer Coordinator

Donna Murphy

ISSUE:

To recognize and Spotlight the Turks Youth Baseball and the many contributions the members have made to Sultan’s Osprey and Reese Parks.

SUMMARY:

Turks Youth Baseball formed in 2013. There are 8 board members with the mission to bring baseball to the community and strengthen the community bond between youth athletes and the community and build a “Feeder Program” for Sultan High School.

In 2014 Turks Youth Baseball expected 60 kids to sign up, and had 106 sign up. They had 8 teams including a Girls Softball Team. The board rolled up their sleeves and began grooming Osprey and Reese Park’s Baseball Fields to accommodate almost double the sign-ups they expected.

The fields in both parks needed a lot of tender loving care, so they began, weeding, mowing, setting new base posts, dragged the fields, moved benches, tore down the mound at Osprey Park and built a new one, tilled and graded, tilled and graded, tilled and graded at Osprey Park. Then they tilled and weeded, tilled and weeded and tilled and weeded to establish the infield line at Reese Park. They weed wacked black berries, brought in 6 truckloads of crushed rock for the outside of the field and back stop at Reese Park, then they graded it out. They still have 6-7 loads to go.



They mowed, they mowed, they mowed..... both parks every Sunday from 10:00 to 4:00 and sometimes during the week throughout baseball season. They estimated they went through 30 gallons of gas.

One Friday night someone vandalized Reese Park by driving on the field doing donuts with their car or truck. Turks Youth Baseball got there before the Saturday game and repaired the field just in time for the pitcher’s first throw.

Turks Youth Baseball welcomes members between the ages of 4–14 from Stevens Pass to Everett. Cost depends on age.

This year they expect 160 – 200 signups and with that many players on the fields, their biggest challenge and main concern is still the condition of the fields and field availability. With only two fields it's very challenging to schedule all the teams.

In 2015 Turks Youth Baseball plans to reestablish new dirt on the Osprey Park field, turn the second grass field at Reese Park into a 60' baseline field with a dirt infield and dugouts. This will provide a 3rd field to help with scheduling.

Parking at Reese Park is a challenge and the board has some ideas to discuss with the City to add additional parking spaces.

Turks Youth Baseball hopes to work more in the future to strengthen the bond between the community youth, the City and the community by working together getting the fields in shape and safer. By building this bond we'll all have something to be proud of and have pride in our community.

“Take Pride in who we are and where we are” ~ Turks Youth Baseball





**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Public Hearing PH 1

DATE: November 6, 2015

SUBJECT: 2015 General Fund Preliminary Budget

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

ISSUE:

The issue before the council is to hold a public hearing on the preliminary 2015 Budget for the General Fund.

SUMMARY:

The city has an obligation to provide levels of service to the community that meet the basic need. Some services are mandated such as floodplain management, Growth Management Act planning, financial reporting, and building inspection. Other services such as public safety, economic development, code enforcement and park maintenance are optional.

Whether a service is mandatory or option, the city has a choice about the level-of-service or level of investment to make when providing services to the community. The budget themes identify areas of strategic investment over the next five years to coincide with the five year forecast.

The 2015 budget forecast anticipates increasing General Fund revenues and expenditures.

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.

The proposed general fund revenue of \$1.7 million for 2015 is a 10% increase from 2014. The increase in building activity is the major factor contributing to the increase.

REVENUE ASSUMPTION AND CHANGES

Property Tax

The Snohomish County Assessor has notified the City of Sultan that the assessment value of existing property for Property Taxes Payable in 2015 increased by 10%.

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). Based on the City's estimated 2015 assessed value of \$326,822,644 the amount to be collected is \$1.46 per thousand of assessed property value which is below the statutory limit for the city. The City will use banked capacity to assess at \$1.60/1000 to collect \$542,429.

Phone B&O Tax

The collection of phone B&O tax is consist and should come in as projected.

Utility Taxes

Last year the city council approved changing the percentage of B&O Electric Utility Tax allocated between the Street Fund and the General Fund. City staff recommend continuing the 70/30 split between the General Fund and the Street Fund. General Fund Utility taxes are expected to keep pace with inflation. Utility taxes now make-up 41% of total taxes.

Liquor Revenue

As reported previously changes in state law has resulted in less of an impact in liquor revenue. Based on information received from the State, Sultan should receive \$40,912 in liquor tax in 2015.

Building Permits:

There are twenty (20) residential building permit anticipated for 2015. The city's major source of variable revenues are land use and building permit fees. The city is required to use building permit revenues to support building permit services including land use permit processing, building plan review, building and infrastructure inspections and overhead. Building permit revenue is expected to increase substantially over the next two years.

Fines/Penalties:

The city has seen a steady decline in fines/penalties revenues since 2012. This is revenue collected for traffic and non traffic tickets. The following chart shows the reduction in revenue:

| Source | 2012 | 2013 | 2014 |
|-------------------|----------|----------|----------|
| District Court | \$25,418 | \$15,557 | \$10,062 |
| Violations Bureau | \$ 3,835 | \$ 1,222 | \$ 662 |

The following is a summary by revenue type:

| | <u>2015 Budget</u> |
|-----------------------|--------------------|
| Taxes | \$1,324,894 |
| Licenses and Permits | \$132,000 |
| Intergovernmental | \$151,630 |
| Charges for Service | \$48,840 |
| Fines and Penalties | \$14,600 |
| Miscellaneous | \$120,991 |
| Total Revenues | \$1,792,955 |

2015 Budget

001 GENERAL FUND

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|--------------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 001-000-308-80-000 | Beginning Fund Balance | 287,783 | 181,611 | 66,924 | 0 | |
| 001-000-311-10-000 | Real/Personal Property Tax | 611,955 | 423,849 | 360,403 | 345,000 | 404,769 |
| 001-000-313-11-000 | Local/ Retail Sales and Use | 282,460 | 278,295 | 254,064 | 280,000 | 310,000 |
| 001-000-313-71-000 | Sales Tax - Criminal Justice | 59,603 | 62,462 | 67,305 | 59,500 | 60,000 |
| 001-000-316-41-000 | B & O Electric | 122,181 | 147,084 | 174,957 | 160,000 | 165,000 |
| 001-000-316-42-000 | Water Utility Tax | 51,443 | 51,444 | 57,625 | 57,000 | 58,000 |
| 001-000-316-43-000 | B & O Gas | 67,853 | 48,008 | 56,679 | 60,000 | 60,000 |
| 001-000-316-44-000 | Sewer Utility Tax | 73,060 | 75,106 | 77,294 | 77,000 | 77,125 |
| 001-000-316-46-000 | B & O Cable | 59,574 | 49,360 | 56,529 | 55,000 | 59,000 |
| 001-000-316-47-000 | B & O Telephone | 106,520 | 144,480 | 106,521 | 101,000 | 95,000 |
| 001-000-316-48-000 | Garbage Utility Tax | 32,839 | 34,291 | 35,503 | 32,000 | 34,000 |
| 001-000-316-81-000 | Gambling Tax | 5,350 | 2,856 | 2,221 | 2,000 | 2,000 |
| | Total Taxes | 1,472,837 | 1,317,233 | 1,249,101 | 1,228,500 | 1,324,894 |
| 001-000-321-91-000 | Cable Franchise Fees | 52,339 | 60,205 | 61,317 | 55,000 | 50,000 |
| 001-000-321-99-000 | Business License | 16,639 | 16,558 | 14,567 | 17,000 | 17,000 |
| 001-000-322-10-100 | Buildings, Structures | 3,499 | 4,101 | 14,827 | 15,000 | 54,000 |
| 001-000-322-10-200 | Permits - Other | 10,475 | 9,809 | 6,425 | 6,500 | 8,000 |
| 001-000-322-30-000 | Animal Licenses | 1,978 | 1,430 | 1,729 | 1,500 | 1,500 |
| 001-000-322-90-000 | Non Business Permits | 752 | 657 | 3,316 | 1,000 | 1,500 |
| | Total License/Permits | 85,682 | 92,760 | 102,181 | 96,000 | 132,000 |
| 001-000-334-04-200 | Plan Grant - Dept of Com. | 0 | 0 | 16,970 | 9,000 | 9,000 |
| 001-000-335-03-910 | PUD Privilege Tax | 25,840 | 25,828 | 26,945 | 27,000 | 27,000 |
| 001-000-336-04-980 | Local Government Assist | 39,226 | 48,838 | 68,517 | 43,800 | 70,000 |
| 001-000-336-06-210 | Criminal Justice Funding | 1,028 | 1,049 | 1,121 | 1,212 | 1,166 |
| 001-000-336-06-260 | CJ Special Programs | 2,900 | 2,610 | 2,750 | 4,054 | 2,652 |
| 001-000-336-06-510 | DUI Cities | 978 | 870 | 847 | 900 | 900 |
| 001-000-336-06-950 | Liquor Board Profits | 55,136 | 63,579 | 45,010 | 46,973 | 40,912 |
| | Total Intergovernmental | 125,108 | 142,774 | 162,160 | 132,939 | 151,630 |
| 001-000-341-81-000 | Copies and Certifications | 701 | 281 | 120 | 300 | 300 |
| 001-000-341-91-000 | Candidate Filing Fees | 186 | 0 | 144 | 0 | 140 |
| 001-000-341-99-000 | Passport Fees | 6,505 | 8,405 | 7,011 | 7,000 | 8,500 |
| 001-000-345-81-000 | Zoning and Subdivision | 700 | 1,900 | 21,912 | 5,000 | 5,000 |
| 001-000-345-83-000 | Plan Check Fees | 952 | 1,736 | 14,660 | 1,000 | 32,000 |
| 001-000-345-85-010 | Administrative Fees | | | | | 1,400 |
| 001-000-345-89-010 | Prof. - Hearing Examiner | | | | | 500 |
| 001-000-345-89-000 | Environment Protection | 1,375 | 0 | 1,420 | 1,500 | 1,000 |
| | | 10,419 | 12,322 | 45,266 | 14,800 | 48,840 |

| | | | | | | |
|--------------------|-----------------------------|------------------|------------------|------------------|------------------|------------------|
| 001-000-353-10-100 | District Court | 26,442 | 25,418 | 15,557 | 25,000 | 12,000 |
| 001-000-353-10-300 | Violations Bureau | 873 | 3,835 | 1,222 | 1,500 | 1,500 |
| 001-000-354-10-000 | Parking Infractions | 180 | 90 | 0 | 100 | 100 |
| 001-000-359-90-000 | Animal Control Fines | 333 | 436 | 861 | 500 | 500 |
| 001-000-359-90-010 | Animal Control Fees | 544 | 365 | 103 | 300 | 500 |
| | Total Fines/Forfeits | 28,373 | 30,144 | 17,742 | 27,400 | 14,600 |
| 001-000-361-11-000 | Investment Interest | 376 | 234 | 377 | 500 | 500 |
| 001-000-361-40-000 | Sales Tax Interest | 227 | 123 | 80 | 120 | 120 |
| 001-000-362-40-000 | Rents and Royalties | 47,706 | 54,343 | 31,025 | 7,500 | 7,500 |
| 001-000-362-50-000 | Rental Income Post Office | 0 | 0 | 18,813 | 47,860 | 47,860 |
| 001-000-367-11-010 | Contributions/Donations | 71,686 | 2,800 | 7,738 | 9,000 | 5,000 |
| 001-000-369-90-000 | Miscellaneous /NSF fees | 2,897 | 16,234 | 25,638 | 4,000 | 4,000 |
| | Total Miscellaneous | 122,892 | 73,734 | 83,670 | 68,980 | 64,980 |
| 001-000-395-10-000 | Sale of Fixed Assets | 66 | 1,816 | 0 | 0 | - |
| 001-000-397-10-100 | Operating Transfer In | 0 | 51,096 | 51,380 | 56,011 | 56,011 |
| | | 66 | 52,912 | 51,380 | 56,011 | 56,011 |
| | Total Revenues | 2,133,159 | 1,903,490 | 1,778,426 | 1,624,630 | 1,792,955 |

GENERAL FUND EXPENDITURES

The 2015 proposed has been increased by \$91,262 from the 2014 adopted budget. The major area of change includes the need to update the Comprehensive Plan beginning in 2015.

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

The Executive, Legislative and Administrative budgets work together to develop a vision, fund programs to achieve the vision and harness the city's resources to implement projects and programs to improve the City of Sultan.

Council - 2015 Budget Proposal

The 2015 budget for the Council includes an increase in Travel and Training of \$2,300.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|--------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 005 | Legislative | | | | | |
| 001-005-511-60-100 | Salaries and Wages | 8,808 | 7,898 | 7,700 | 6,300 | 6,510 |
| 001-005-511-60-200 | Benefits | 579 | 865 | 1,017 | 850 | 498 |
| 001-005-511-60-310 | Office/Operating | 777 | 824 | 534 | 500 | 100 |
| 001-005-511-60-311 | Office/Operating - Mayor | 0 | 0 | 52 | 200 | 500 |
| 001-005-511-60-430 | Travel and Seminars | 5,740 | 4,403 | 4,809 | 2,000 | 4,300 |
| 001-005-511-60-490 | Miscellaneous | -221 | 170 | 0 | 0 | - |
| 001-005-511-80-490 | Voter Registration | 6,095 | 5,832 | 5,812 | 6,000 | 4,800 |
| | Total Legislative | 21,780 | 19,993 | 19,926 | 15,850 | 16,708 |

Executive - 2015 Budget Proposed

The 2015 Executive budget salary and benefits have been adjusted to reflect the work schedule of the City Administrator.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|---------------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 010 | Executive/Administrative | | | | | |
| 001-010-513-10-100 | Salaries and Wages | 22,414 | 24,983 | 23,001 | 44,520 | 40,880 |
| 001-010-513-10-200 | Benefits | 6,947 | 4,931 | 6,576 | 16,985 | 17,457 |
| 001-010-513-10-420 | Communication | 0 | 26 | 707 | 500 | 500 |
| 001-010-513-10-430 | Travel and Seminars | 3,876 | 3,364 | 2,511 | 500 | 1,500 |
| 001-010-513-10-490 | Miscellaneous | 5 | 184 | 50 | 100 | 100 |
| | Total Executive | 33,243 | 33,488 | 32,845 | 62,605 | 60,437 |

Finance - 2015 Budget Proposed

There are no major changes to the 2015 proposed budget for Financial Administration. The City will need to have a single audit next year due to the amount of federal funding received. The accountability audit was done in 2013 and is completed every other year.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|------------------------|--------------------|--------------------|--------------------|---------------------|----------------------|
| 015 | Finance Administration | | | | | |
| 001-015-514-23-100 | Salaries and Wages | 28,508 | 35,725 | 35,668 | 37,870 | 46,006 |
| 001-015-514-23-200 | Benefits | 10,383 | 10,860 | 15,671 | 17,520 | 23,422 |
| 001-015-514-23-320 | Office Supplies | 0 | 289 | 551 | 250 | 200 |
| 001-015-514-23-412 | Audit Costs | 10,987 | 14,604 | 7,032 | 7,000 | 6,000 |
| 001-015-514-23-430 | Travel and Seminars | 1,648 | 2,381 | 1,274 | 1,000 | 1,500 |
| 001-015-514-23-491 | Bank Fees | 1,479 | 2,322 | 921 | 1,000 | 650 |
| 001-015-514-23-490 | Miscellaneous Expense | 0 | 0 | 665 | 250 | 350 |
| | Total Finance | 53,006 | 66,182 | 61,782 | 64,890 | 78,128 |

Grants, Economic Development, Volunteer - 2014 Budget Proposed

The Grants/Economic Development 2015 budget has been decreased by \$13,707. The Grant Coordinator will be reduced to a half time employee in 2015.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|----------------------|--------------------|--------------------|--------------------|---------------------|----------------------|
| 020 | Grants | | | | | |
| 001-020-514-60-100 | Salaries and Wages | 15,220 | 40,272 | 24,537 | 21,768 | 12,311 |
| 001-020-514-60-200 | Benefits | 4,475 | 6,287 | 8,538 | 8,312 | 6,662 |
| 001-020-514-60-311 | Economic Development | 99 | 4,903 | 614 | 5,000 | 3,000 |
| 001-020-514-60-320 | Office Supplies | 40 | 23 | 47 | 700 | 100 |
| 001-020-514-60-430 | Travel and Seminars | 1,334 | 1,588 | 510 | 500 | 500 |
| 001-020-514-60-491 | Volunteer Program | 243 | 542 | 957 | 1,200 | 1,200 |
| | Total Grants | 21,412 | 53,614 | 35,203 | 37,480 | 23,773 |

Legal and General Governmental Services – 2014 Budget Proposal

Legal fees have remained the same for 2015. The city has not had the personnel and land use issues experienced from 2010-12. City staff have been directed to use MRSC for information rather than call the attorney.

General government fees for insurance have increased because they are being charged under Other Governmental Services instead of to each department in the General fund.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|----------------|--------------------|--------------------|--------------------|--------------------|---------------------|----------------------|
|----------------|--------------------|--------------------|--------------------|--------------------|---------------------|----------------------|

| | | | | | | |
|--------------------|---------------------------|---------------|---------------|---------------|---------------|---------------|
| 025 | Legal Services | | | | | |
| 001-025-515-30-100 | Salaries and Wages | 3,960 | 3,964 | 3,835 | 3,834 | 4,074 |
| 001-025-515-30-200 | Benefits | 1,388 | 1,388 | 1,543 | 1,661 | 1,958 |
| 001-025-515-30-411 | Legal - Litigation Fees | 80,207 | 76,946 | 34,370 | 40,000 | 40,000 |
| 001-025-515-70-510 | Crime Victim Services | 550 | 335 | 404 | 500 | 500 |
| | Total Legal | 86,105 | 82,635 | 40,152 | 45,995 | 46,532 |
| 035 | Other Governmental | | | | | |
| 001-035-518-90-310 | Office/Operating Supplies | 9,297 | 9,988 | 9,820 | 8,000 | 9,000 |
| 001-035-518-90-340 | Books and Periodicals | 955 | 1,067 | 5,528 | 1,000 | 1,000 |
| 001-035-518-20-490 | Organization Dues | 3,093 | 6,039 | 3,670 | 4,000 | 4,000 |
| 001-035-518-90-410 | Professional Services | 3,201 | 19,201 | 6,154 | 6,000 | 6,000 |
| 001-035-518-90-420 | Communication | 9,161 | 6,812 | 6,591 | 5,500 | 6,085 |
| 001-035-518-90-440 | Ads and Legal Notices | 4,408 | 3,364 | 1,165 | 2,000 | 2,000 |
| 001-035-518-90-460 | Insurance | 22,142 | 32,207 | 36,174 | 34,935 | 36,000 |
| 001-035-518-90-470 | Utilities | 5,283 | 4,599 | 4,489 | 4,500 | 5,340 |
| 001-035-518-90-480 | Repair and Maintenance | 731 | 130 | 619 | 700 | 500 |
| 001-035-518-90-490 | Miscellaneous | 413 | 856 | 1,453 | 800 | 800 |
| | Total Other Gov. | 58,684 | 84,262 | 75,662 | 67,435 | 50,725 |

Law Enforcement and Emergency Services - 2014 Budget Proposed

The police operating budget includes funding to support city staff time for managing the violations bureau (traffic infractions), the professional services contract with the Snohomish County Sheriff's Office and intergovernmental services including SnoPac and the city's proportionate share of the 800 Mhz system. Law enforcement agency fees for court costs, prosecuting attorney and jail fees are also covered in the law enforcement budget.

The city signed 5 year Interlocal Agency Agreement with the Snohomish County Sheriff's Office in December 2013 effective January 1, 2014 through December 31, 2018.

The city completed installation of the siren warning system in 2015. PUD contributes \$2,500 annually for needed maintenance and repair.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|-------------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 040 | Law Enforcement | | | | | |
| 001-040-521-20-100 | Salaries and Wages | 1,123 | 2,053 | 2,003 | 2,162 | 2,204 |
| 001-040-521-20-200 | Benefits | 403 | 444 | 856 | 870 | 1,014 |
| 001-040-521-20-210 | Disability Insurance | 11,745 | 12,034 | 12,034 | 6,500 | 6,160 |
| 001-040-521-20-320 | Operating Supplies | 0 | 0 | 0 | 100 | 100 |
| 001-040-521-20-490 | Miscellaneous | 1,212 | 726 | 0 | 1,200 | 500 |
| 001-040-521-20-411 | Professional Service - SnoCty | 878,351 | 958,931 | 909,980 | 875,000 | 901,771 |
| 001-040-521-20-500 | Intergovernmental - SNOPAC | 66,760 | 61,059 | 59,731 | 60,500 | 62,480 |
| 001-040-521-20-510 | Intergovernmental - 800 MHZ | 13,316 | 13,857 | 14,651 | 13,860 | 14,900 |
| | Total Law | 972,909 | 1,049,103 | 999,254 | 960,192 | 989,129 |
| | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |

| Account | | | | | | |
|--------------------|-----------------------------|----------------|---------------|---------------|---------------|---------------|
| 045 | Law Enforcement Agency Fees | | | | | |
| 001-045-521-90-491 | Misc- Court Filing Fees | 16,728 | 12,664 | 5,756 | 6,000 | 5,700 |
| 001-045-521-90-412 | Professional Prosecutor | 36,410 | 31,542 | 9,187 | 15,000 | 13,500 |
| 001-045-521-90-411 | Public Defender Attorney | 0 | 0 | 17,040 | 18,400 | 20,400 |
| 001-045-521-90-492 | Miscellaneous - Jail Fees | 53,478 | 50,764 | 34,036 | 40,000 | 32,000 |
| | Total Law Agency | 106,616 | 94,970 | 66,018 | 79,400 | 71,600 |
| 050 | Emergency Services | | | | | |
| 001-050-525-50-310 | Operating Supplies | 939 | 0 | 0 | 0 | 100 |
| 001-050-525-50-480 | Repair and Maintenance | 0 | 1,292 | 0 | 500 | 500 |
| 001-050-525-10-510 | Depart of Emergency Mgmt | 4,840 | 3,776 | 5,177 | 5,100 | 5,385 |
| | Total Emergency | 5,779 | 5,068 | 5,177 | 5,600 | 5,985 |

Code Enforcement, Planning and Building - 2015 Budget Proposal

The 2015 budget provides a 0.5 FTE Community Services Officer position and support funding. The position may be increased to full time after staff reassignment is complete in early 2015.

Update of the Comprehensive Plan in 2015 increased the budgetary emphasis on Long Range Planning. Planning Division's costs to participate in development of plans for the Sewer, Water, Solid Waste, and Stormwater Utilities will be allocated to the utility funds..

The Building Division continues to operate in cooperation with the Snohomish County Building Division for plan review and inspection services. Staff time allocation for the building permit assistant has been increased to 25% due to the anticipated building activity in 2015.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|---------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 060 | Code Enforcement | | | | | |
| 001-030-554-30-100 | Salaries and Wages | 21,704 | 21,679 | 20,289 | 22,684 | 24,915 |
| 001-030-554-30-200 | Benefits | 4,448 | 5,224 | 5,465 | 6,480 | 8,825 |
| 001-030-554-30-310 | Office/Operating Supplies | 1,843 | 1,216 | 2,767 | 1,500 | 1,500 |
| 001-030-554-30-360 | Vehicle Operation | 322 | 1,732 | 337 | 500 | 1,650 |
| 001-030-554-30-410 | Professional Services | 2,518 | 566 | 124 | 750 | 750 |
| 001-030-554-30-430 | Travel and Seminars | 807 | 365 | 25 | 250 | 250 |
| | Total Code | 31,642 | 30,782 | 29,007 | 32,164 | 37,890 |

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|---------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 065 | Planning and Development | | | | | |
| 001-065-558-60-100 | Salaries and Wages | 66,409 | 113,482 | 77,095 | 68,560 | 47,360 |
| 001-065-558-60-200 | Benefits | 24,204 | 37,377 | 30,599 | 29,750 | 28,206 |
| 001-065-558-60-310 | Office/Operating Supplies | 430 | 439 | 75 | 100 | 200 |
| 001-065-558-60-411 | Professional Services | 32,282 | 2,760 | 531 | 9,000 | 75,000 |
| 001-065-558-60-420 | Communication | 3,136 | 528 | 305 | 500 | 500 |
| 001-065-558-60-430 | Travel and Seminars | 1,477 | 2,286 | 935 | 0 | 1,500 |
| 001-065-558-60-440 | Ads and Legal Notices | 770 | 1,369 | 535 | 750 | 700 |
| 001-065-558-60-490 | Miscellaneous | 1,827 | 967 | 855 | 500 | 900 |
| | Total Planning | 130,533 | 159,207 | 110,929 | 109,160 | 154,366 |

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|-----------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 070 | Building and Community Dev. | | | | | |
| 001-070-558-50-100 | Salaries and Wages | 27,829 | 39,979 | 23,761 | 10,243 | 14,230 |
| 001-070-558-50-200 | Benefits | 12,849 | 15,088 | 11,809 | 5,260 | 8,541 |
| 001-070-558-50-310 | Operating Supplies | 59 | 206 | 196 | 250 | 250 |
| 001-070-558-50-340 | Books and Periodical | 8 | 0 | 0 | 900 | 1,200 |
| 001-070-558-50-410 | Professional Services | 0 | 1,525 | 0 | 500 | 500 |
| 001-070-558-50-420 | Communication | 948 | 1,019 | 856 | 500 | 250 |
| 001-070-558-50-430 | Travel and Seminars | 708 | 1,451 | 690 | 250 | 600 |
| 001-070558-50-490 | Miscellaneous | 587 | 50 | 160 | 200 | 200 |
| 001-070-558-50-510 | SnoCty Plan/Building | 8,638 | 12,573 | 8,477 | 8,000 | 13,000 |
| | Total Building | 51,626 | 71,891 | 45,948 | 26,103 | 38,771 |

Public Health and Library Services - 2015 Budget Proposal

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|----------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 075 | Public Health | | | | | |
| 001-075562-50-510 | Intergovernmental | 1,125 | 2,471 | 1,063 | 1,000 | 1,000 |
| | Total Health | 1,125 | 2,471 | 1,063 | 1,000 | 1,000 |
| 080 | Library | | | | | |
| 001-080-572-20-470 | Utilities | 7,286 | 6,876 | 6,696 | 6,500 | 6,500 |
| | Total Library | 7,286 | 6,876 | 6,696 | 6,500 | 6,500 |

Park Services - 2014 Budget Proposal

There are no major changes proposed to park services. The city will continue to maintain the current levels of service in parks to the community.

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|-----------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 085 | Parks and Recreation | | | | | |
| 001-085-576-80-100 | Salaries and Wages | 38,942 | 40,847 | 32,985 | 40,200 | 37,698 |
| 001-085-576-80-200 | Benefits | 19,825 | 17,821 | 12,598 | 16,680 | 18,379 |
| 001-085-576-80-220 | Uniforms | 773 | 498 | 339 | 500 | 250 |
| 001-085-576-80-310 | Office/Operating Supplies | 2,158 | 2,678 | 3,678 | 1,300 | 3,135 |
| 001-085-576-80-350 | Small Tools/Minor Equipment | 61 | 398 | 1,263 | 350 | 12,750 |
| 001-085-576-80-360 | Vehicle Maintenance | 0 | 0 | 1,546 | 1,300 | 1,600 |
| 001-085-576-80-370 | Vehicle Repair | 0 | 165 | 488 | 500 | 500 |
| 001-085-576-80-410 | Professional Services | 0 | 0 | 0 | 1,000 | 1,000 |
| 001-085-576-80-420 | Communication | 652 | 564 | 638 | 400 | 600 |
| 001-085-576-80-430 | Travel and Seminars | 540 | 95 | 15 | 222 | 222 |
| 001-085-576-80-450 | Rentals | 2,608 | 3,330 | 0 | 0 | 1,000 |
| 001-085-576-80-460 | Insurance | 5,003 | 956 | 3,035 | 0 | - |
| 001-085-576-80-470 | Utilities | 3,655 | 2,751 | 117 | 3,300 | 3,300 |
| 001-085-576-80-480 | Repair and Maintenance | 1,873 | 446 | 109 | 500 | 5,000 |
| 001-085-576-80-490 | Miscellaneous | 80 | 399 | 146 | 100 | 100 |
| 001-085-594-80-640 | Capital - Equipment | 328 | 33 | 73 | 0 | - |
| 001-085-597-55-000 | Operating Transfer Out | 600 | 0 | 1,000 | 0 | 3,000 |
| | Total Parks | 77,099 | 70,981 | 58,028 | 66,352 | 88,534 |

Other Financing Sources:

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|------------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| E90 | Interfund Services | | | | | |
| 001-090-597-55-000 | Operating Transfer Out | 146,885 | 1,798 | 27,121 | 0 | |
| 001-090-597-55-001 | Operating Transfer Out - 114 | 8,216 | 8,576 | 9,000 | 9,000 | 9,000 |
| | | 155,101 | 10,374 | 36,121 | 9,000 | 9,000 |

Total General Fund Revenues \$1,792,955

Total General Fund Expenditures \$1,699,078

Total General Fund Reserved \$ 93,877

**SULTAN CITY COUNCIL
BUDGET RETREAT COVER SHEET**

ITEM NUMBER: Public Hearing PH-1
DATE: November 6, 2014
SUBJECT: 2015 Public Works Operating Funds Preliminary Budget
CONTACT PERSON: Mick Matheson, P.E., Public Works Director 

ISSUE:

- Review the proposed expenditure budgets for the operating funds
- Determine if additional expenditures are needed
- Determine if expenditures should or can be delayed

PUBLIC WORKS FUNDS

The City's goal is to lead a well equipped and effective staff in serving the Citizens of Sultan. As the City continues to grow and develop, so will the Public Works Department in providing services in a professional manner.

The Public Works Department serves the citizens of Sultan with a wide variety of services, as well as being an integral part of Sultan governmental offices. The divisions within Public Works operations and maintenance are Streets, Cemetery, Water, Sewer, Garbage and Stormwater. Public Works is also responsible for maintenance of the parks and city buildings. Those budgets included in the General Fund portion of the budget.

The City has 6 Public Works Operating Funds:

- 101 Street
- 103 Cemetery
- 400 Water
- 401 Sewer
- 402 Garbage
- 406 Storm

With the exception of the Street Fund (which is technically part of the General fund and tax supported) the funds are enterprise funds and must be self-supporting.

2015 STREET OPERATING 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.

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.

| 101 STREET FUND | | 2011 | 2012 | 2013 | 2014 | 2015 |
|--------------------|--------------------------------|-------------|-------------|-------------|--------------|---------------|
| Account | Description | Actual | Actual | Actual | Adopted | Proposed |
| 101-000-308-80-000 | Beginning Fund Balance | 93,513 | 87,095 | 52,997 | 0 | |
| | Real and Personal Property | 38,427 | 16,846 | 17,762 | 20,000 | |
| 101-000-311-10-000 | Tax | | | | | 28,547 |
| 101-000-316-41-000 | B & O Electric | 78,960 | 63,559 | 35,866 | 35,000 | 35,000 |
| 101-000-316-43-000 | Utility Tax Gas | 10,339 | 3,841 | 4,534 | 5,000 | 5,100 |
| 101-000-316-47-000 | Utility Tax Telephone | 16,231 | 11,558 | 8,520 | 12,000 | 7,400 |
| 101-000-322-40-000 | Street/Curb Permits -ROW | 1,150 | 3,384 | 1,722 | 2,000 | 2,000 |
| 101-000-336-00-870 | Motor Vehicle Excise Tax | 97,292 | 95,119 | 96,335 | 95,064 | 94,653 |
| 101-000-361-11-000 | Investment Interest | 126 | 153 | 13 | 200 | 300 |
| 101-000-367-11-010 | Contributions - Street Project | 131 | 5,448 | 250 | 0 | 0 |
| | REVENUE TOTAL | 336,170 | 287,002 | 217,999 | 169,264 | 173,000 |
| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
| 101-150-542-30-100 | Salaries and Wages | 92,692 | 112,160 | 94,142 | 66,620 | 65,571 |
| 101-150-542-30-200 | Employee Benefits | 28,864 | 33,085 | 32,869 | 25,975 | 30,560 |
| 101-150-542-30-220 | Uniforms | 667 | 508 | 470 | 200 | 200 |
| 101-150-542-30-310 | Office/Operating Supplies | 6,727 | 3,710 | 5,850 | 2,200 | 3,200 |
| 101-150-542-30-320 | Office Supplies | 1,681 | 1,951 | 1,703 | 1,000 | 1,500 |
| 101-150-542-30-350 | Small Tools/Minor Equipment | 1,689 | 344 | 1,255 | 350 | 1,200 |
| | Vehicle | 3,260 | 2,539 | 1,608 | 1,500 | |
| 101-150-542-30-360 | Operation/Maintenance | | | | | 2,050 |
| 101-150-542-30-370 | Vehicle Repair | 257 | 1,948 | 287 | 500 | 700 |
| 101-150-542-30-410 | Professional Service | 40,145 | 16,229 | 7,696 | 2,000 | 22,000 |
| 101-150-542-30-420 | Communication | 2,262 | 2,831 | 2,920 | 2,500 | 2,500 |
| 101-150-542-30-430 | Travel and Seminars | 652 | 897 | 640 | 445 | 570 |
| 101-150-542-30-460 | Insurance | 8,817 | 12,528 | 12,683 | 8,000 | 8,000 |
| 101-150-542-30-490 | Miscellaneous | 1,749 | 1,491 | 568 | 200 | 200 |
| 101-150-594-30-640 | Capital – Equip & Signs | 6,420 | 234 | 2,040 | 1,500 | 1500 |
| 101-150-597-30-000 | Operating Transfer Out - 303 | 14,000 | 6,392 | 1,813 | 2,400 | 0 |
| 101-150-597-50-010 | Operating Transfer Out - 114 | 3,905 | 2,960 | 9,854 | 3,500 | 3,500 |
| 101-160-542-30-480 | Repair and Maintenance | 2,687 | 200 | 2,240 | 1,000 | 500 |
| 101-160-542-63-470 | Utilities | 32,601 | 35,061 | 32,013 | 30,000 | 33,000 |
| | EXPENDITURES TOTALS: | 249,075 | 235,069 | 210,651 | 149,890 | 176,751 |
| | | 87,095 | 51,933 | 7,348 | 19,374 | -3,751 |

Street Fund Operating Expenditures

The current Street Fund proposal is \$3,751 out of balance primarily due to an estimated \$15,000 expenditure for the Transportation Element of the Comprehensive Plan Update. The update is estimated to cost \$30,000, however the update is planned to be spread over two years (2015 & 2016).

The Public Works Director is projected to be spending less time in the Street Fund in 2015 as development activity is picking up, and more time will be spent working with developers and providing plan review services.

The 2015 budget shows no Operating Transfer Out to the Street Capital Fund (303). Instead, expenditures to fund a speed cushion project for 1st Street, the annual chip seal project, raised pavement markers for Sultan Basin Road, and the 3rd Street repair (totaling \$22,500) are proposed from the sale of City land and easements to Snohomish County Public Utility District (PUD).

The remaining \$3,751 shortfall may require the City to use the beginning fund balance in the Street Fund which is not typical Council policy.

The Street Fund is an annual problem. Revenue generated to supply the fund is simply not adequate to meet maintenance expenditures. The City of Sultan has traditionally relied on grants to pay for Transportation projects and traditional funding sources are drying up. The Community Block Grant (CDBG) program is now only available for properties west of the Sultan River. **The downtown area of Sultan is no longer eligible for CDBG grants.** The Surface Transportation Program (STP) that funded the design of the Sultan River Pedestrian Bridge and the Sultan Basin Overlay project had a rural set-aside for communities of less than 5,000 residents. The Federal Highway Administration that administers STP grants recently made the determination that Sultan, Goldbar, and Index **are no longer rural** and are not eligible for a rural set-aside.

The bottom line is that Sultan residents will need to pay more in the future to maintain their street system. Several Snohomish County cities (Snohomish, Monroe, Stanwood) have adopted Transportation Benefit Districts in order to increase revenue to maintain streets. Council should consider taking this step in 2015.

2015 CEMETERY OPERATING FUND

| 103 CEMETERY FUND | | 2011 | 2012 | 2013 | 2014 | 2015 |
|--------------------|--------------------------|--------|--------|--------|---------|----------|
| Account | Description | Actual | Actual | Actual | Adopted | Proposed |
| 103-000-308-80-000 | Beginning Fund Balance | 29,732 | 6,910 | 1,924 | 0 | 0 |
| 103-000-343-60-000 | Cemetery Fees | 16,080 | 23,989 | 34,784 | 25,000 | 25,000 |
| 103-000-361-11-000 | Investment Interest | 31 | 14 | 16 | 100 | 250 |
| | Contributions - Cemetery | 2,926 | 138 | 0 | 0 | 0 |
| 103-000-367-11-000 | Impro | | | | | |
| | REVENUE TOTAL | 48,769 | 31,051 | 36,724 | 25,100 | 25,250 |

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|-----------------------------|----------------|----------------|----------------|-----------------|------------------|
| 103-103-536-10-100 | Salaries and Wages | 25,351 | 16,795 | 10,943 | 9,790 | 10,747 |
| 103-103-536-10-200 | Benefits | 9,233 | 4,912 | 4,367 | 4,850 | 5,880 |
| 103-103-536-10-220 | Uniforms | 138 | 12 | 20 | 0 | 0 |
| 103-103-536-10-310 | Operating Supplies | 307 | 336 | 56 | 500 | 500 |
| 103-103-536-10-320 | Office Supplies | 11 | 115 | 0 | 0 | 100 |
| 103-103-536-10-340 | Items for Resale | 732 | 747 | 1,363 | 900 | 2,000 |
| 103-103-536-10-350 | Small Tools/Minor Equipment | 40 | 0 | 147 | 100 | 0 |
| | Vehicle | 506 | 474 | 446 | 700 | |
| 103-103-536-10-360 | Operation/Maintenance | | | | | 800 |
| 103-103-536-10-410 | Professional Services | 400 | 5,187 | 9,324 | 5,000 | 5,000 |
| 103-103-536-10-460 | Insurance | 4,287 | 682 | 3,507 | 1,500 | 1,500 |
| 103-103-536-10-480 | Repair and Maintenance | 95 | 0 | 0 | 100 | 0 |
| 103-103-594-10-640 | Capital - Equipment | 761 | 0 | 0 | 0 | 500 |
| 103-103-597-40-000 | Operating Transfers Out | 0 | 0 | 0 | 0 | 500 |
| | EXPENDITURE TOTAL | 41,860 | 29,260 | 30,173 | 23,440 | 27,527 |
| | Ending Fund Balance | 6,910 | 1,790 | 6,551 | 1,660 | -2,277 |

Cemetery Fund Operating Expenditures

The current Cemetery Fund proposal is \$2,277 out of balance.

The budget shortfall may require the City to use the beginning fund balance in the Cemetery Fund which is not typical Council policy.

2015 WATER OPERATING FUND

| 400 UTILITY WATER FUND | | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|------------------------|-----------------------------|------------------|------------------|------------------|------------------|------------------|
| 400-000-308-80-000 | Beginning Fund Balance | 149,409 | 90,758 | 184,728 | 0 | |
| 400-000-343-90-000 | Water Service | 878,046 | 874,172 | 962,543 | 992,520 | 980,000 |
| 400-000-361-11-000 | Turn On/Off Fees | 21,171 | 10,879 | 10,708 | 10,500 | 8,780 |
| 400-000-379-10-000 | Investment Interest | 140 | 542 | 453 | 200 | 500 |
| 400-000-369-90-000 | Miscellaneous | 24,740 | 23,174 | 29,414 | 17,000 | 23,500 |
| 400-000-395-10-000 | Water Connection Charges | 1,600 | 1,200 | 1,000 | 1,000 | 12,000 |
| 400-000-395-10-100 | Interlocal - Startup | 5,321 | 0 | 518 | 0 | 45,000 |
| | Total Revenue | 1,080,427 | 1,000,726 | 1,189,364 | 1,021,220 | 1,069,780 |
| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
| 400-400-534-80-100 | Salaries and Wages | 296,914 | 229,295 | 265,591 | 280,395 | 331,736 |
| 400-400-534-80-200 | Benefits | 110,136 | 76,238 | 120,562 | 134,510 | 154,765 |
| 400-400-534-80-220 | Uniforms | 1,468 | 1,785 | 1,683 | 1,000 | 800 |
| 400-400-534-80-310 | Operating Supply | 26,203 | 38,791 | 57,771 | 63,220 | 63,375 |
| 400-400-534-80-320 | Office Supplies | 3,267 | 3,052 | 2,502 | 3,600 | 3,700 |
| 400-400-534-80-350 | Small Tools/Minor Equipment | 1,194 | 9,422 | 6,893 | 13,175 | 12,950 |
| | Vehicle | 9,205 | 7,469 | 8,292 | 6,875 | |
| 400-400-534-80-360 | Operation/Maintenance | | | | | 7,825 |
| 400-400-534-80-370 | Vehicle Repair | 225 | 2,200 | 229 | 500 | 500 |
| | Professional Service - | 98,630 | 33,255 | 30,840 | 8,000 | |
| 400-400-534-80-413 | General | | | | | 44,500 |

| | | | | | | |
|--------------------|------------------------------|----------------|----------------|----------------|------------------|------------------|
| 400-400-534-80-420 | Communication | 10,249 | 9,344 | 9,113 | 7,000 | 8,000 |
| 400-400-534-80-430 | Travel and Seminars | 2,434 | 2,958 | 3,265 | 3,855 | 4,205 |
| 400-400-534-80-450 | Rentals | 413 | 1,364 | 3,535 | 3,000 | 1,000 |
| 400-400-534-80-460 | Insurance | 29,013 | 26,085 | 46,823 | 45,500 | 47,000 |
| 400-400-534-80-470 | Utilities | 105,020 | 37,976 | 28,940 | 20,000 | 25,000 |
| 400-400-534-80-471 | Water Service - Everett | 0 | 0 | 0 | 15,000 | 7,000 |
| 400-400-534-80-480 | Repair and Maintenance | 15,296 | 8,462 | 6,875 | 62,375 | 20,000 |
| 400-400-534-80-490 | Miscellaneous | 14,121 | 10,837 | 7,546 | 15,614 | 8,614 |
| 400-400-534-80-490 | Water - Testing | 0 | 0 | 895 | 4,000 | 4,000 |
| 400-400-534-80-510 | Taxes - Excise | 43,648 | 46,366 | 50,396 | 39,500 | 51,000 |
| 400-400-534-80-510 | Capital - Buildings | 45,370 | 0 | 4,153 | 14,000 | 0 |
| 400-400-594-80-620 | Capital - Equipment | 6,385 | 2,028 | 13,070 | 39,500 | 10,000 |
| 400-400-594-80-640 | Operating Transfer Out - 412 | 91,500 | 137,167 | 137,000 | 133,090 | 109,478 |
| 400-400-597-20-000 | Operating Transfer Out - 403 | 65,000 | 65,000 | 63,500 | 50,000 | 171,700 |
| 400-400-597-30-010 | Operating Transfer Out - 501 | 3,000 | 46,000 | 40,000 | 8,000 | 5,000 |
| 400-400-597-50-020 | Operating Transfer Out - 001 | 0 | 12,774 | 2,000 | 16,803 | 16,803 |
| 400-400-597-30-030 | Operating Transfer Out - 409 | 0 | 12,774 | 12,774 | 18,500 | 0 |
| 400-400-597-20-040 | Operating Transfer Out - 114 | 10,979 | 10,500 | 9,000 | 9,000 | 13,000 |
| | Total Expense | 989,669 | 831,143 | 933,248 | 1,016,012 | 1,121,951 |
| | Ending Fund Balance | 90,758 | 169,583 | 256,116 | 5,208 | -52,171 |

Water Fund Operating Expenditures

The Water Fund is \$52,171 out of balance due to a number of factors.

There is an estimated \$90,000 expenditure for the preparation of the 2015 Water System Plan Element of the Comprehensive Plan Update over two years. A 2014 budget amendment will allow a consultant to start in November 2014 with a proposed expenditure of \$25,000. The balance of the Water System Plan update (65,000) is budgeted for 2015 & 2016 with \$32,500 proposed to be spent each year.

The budget shows no expenditure for Capital Buildings. A \$75,000 capital expenditure is proposed to construct a roof over the blowers at the Water Treatment Plant (\$10,000) and to rebuild the upflow clarifier (\$65,000). These projects are proposed using funding from the Capital Budget.

A \$10,000 Capital Equipment expenditure is proposed for a chlorine pump (\$3,000) and two turbidity meters (\$7,000).

A \$5,000 Operating Transfer Out to 510 is for the water fund's contribution towards rental of the City's recently purchased vector truck.

Salaries and benefits are increased by \$71,596 in 2015 primarily due to promoting a utility worker to spend significantly more time with in water related activities, to support the Startup Water District, and hiring a replacement Utility Worker.

With a \$52,171 budget shortfall the council will need to consider using the Beginning Fund Balance to have a balanced budget for 2015. The shortfall is primarily due to the Water System Plan Update (\$65,000) and a Water Bond payment (\$171,700). The Water Bond allowed the City to move forward with the Booster Pump Station upgrade and to replace water main and services on High Avenue, 4th Street, and Alder Avenue.

2014 SEWER OPERATING FUND

| 401 UTILITY SEWER FUND | | 2011 | 2012 | 2013 | 2014 | 2015 |
|------------------------|------------------------------|------------------|------------------|------------------|------------------|------------------|
| Account | Description | Actual | Actual | Actual | Adopted | Proposed |
| 401-000-308-80-000 | Beginning Fund Balance | 181,176 | 196,455 | 250,012 | 0 | |
| 401-000-342-00-200 | Sewer Inspection Fee | 750 | 0 | 250 | 0 | 5,000 |
| 401-000-343-50-000 | Sewer Service | 1,240,277 | 1,248,369 | 1,286,780 | 1,275,912 | 1,286,195 |
| 401-000-361-11-000 | Investment Interest | 273 | 496 | 1,095 | 500 | 500 |
| 401-000-369-90-000 | Miscellaneous | 14,464 | 18,337 | 17,019 | 15,000 | 17,500 |
| | Total Revenue | 1,436,940 | 1,463,656 | 1,555,156 | 1,291,412 | 1,309,195 |
| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
| 401-401-535-80-100 | Salaries and Wages | 284,669 | 240,139 | 250,714 | 244,780 | 245,046 |
| 401-401-535-80-200 | Benefits | 91,096 | 95,984 | 96,638 | 101,531 | 117,297 |
| 401-401-535-80-220 | Uniforms | 1,665 | 1,939 | 1,672 | 1,700 | 800 |
| 401-401-535-80-310 | Operating Supplies | 17,536 | 23,148 | 28,796 | 41,270 | 39,875 |
| 401-401-535-80-320 | Office Supplies | 3,752 | 3,282 | 2,281 | 3,500 | 3,500 |
| 401-401-535-80-350 | Small Tools/Minor Equipment | 1,065 | 1,909 | 5,650 | 16,575 | 7,950 |
| | Vehicle Operation | 2,848 | 2,250 | 2,586 | 8,375 | |
| 401-401-535-80-360 | Maintenance | | | | | 9,300 |
| 401-401-535-80-370 | Vehicle Repair | 2,971 | 2,676 | 229 | 3,000 | 500 |
| 401-401-535-80-412 | Professional Service | 98,826 | 66,311 | 49,338 | 10,500 | 43,000 |
| 401-401-535-80-413 | Services - Sludge Hauling | 0 | 0 | 9,983 | 30,000 | 30,000 |
| 401-401-535-80-420 | Communication | 10,725 | 10,739 | 10,606 | 9,000 | 9,000 |
| 401-401-535-80-430 | Travel and Seminars | 1,119 | 3,226 | 1,726 | 2,755 | 3,405 |
| 401-401-535-80-450 | Rentals | 292 | 3,175 | 14,285 | 29,226 | 12,226 |
| 401-401-535-80-460 | Insurance | 35,580 | 37,042 | 52,079 | 50,420 | 56,000 |
| 401-401-535-80-470 | Utilities | 41,418 | 38,934 | 39,741 | 38,000 | 37,000 |
| 401-401-535-80-480 | Repair and Maintenance | 58,210 | 49,270 | 35,147 | 66,375 | 64,875 |
| 401-401-535-80-490 | Miscellaneous | 10,442 | 11,578 | 6,730 | 4,654 | 4,664 |
| 401-401-535-80-490 | Sewer - Testing | 0 | 0 | 498 | 1,400 | 1,400 |
| 401-401-535-80-510 | Taxes - Excise | 29,825 | 31,447 | 29,995 | 29,500 | 30,000 |
| 401-401-594-80-620 | Capital - Buildings | 15,336 | 0 | 4,153 | 12,000 | 4,000 |
| 401-401-594-80-640 | Capital - equipment | 4,170 | 47,639 | 2,109 | 57,450 | 0 |
| 401-401-597-20-000 | Operating Transfer Out - 413 | 410,000 | 432,712 | 301,537 | 324,608 | 183,182 |
| 401-401-597-20-040 | Operating Transfer Out - 403 | 65,000 | 65,000 | 63,500 | 50,000 | 171,700 |
| 401-401-597-30-010 | Operating Transfer Out - 501 | 45,400 | 21,000 | 120,000 | 34,000 | 37,000 |
| 401-401-597-30-030 | Operating Transfer Out - 001 | 0 | 12,774 | 12,774 | 16,803 | 16,803 |
| 401-401-597-30-040 | Operating Transfer Out - 407 | 0 | 0 | 50,000 | 65,000 | 100,000 |
| 401-401-597-50-020 | Operating Transfer Out - 114 | 8,979 | 14,660 | 14,660 | 18,600 | 18,600 |
| | Total Expense | 1,240,923 | 1,216,835 | 1,207,427 | 1,271,022 | 1,247,123 |
| | Ending Balance | 196,016 | 246,821 | 347,729 | 20,390 | 62,072 |

Sewer Fund Operating Expenditures

The Sewer Fund is proposed to have an \$62,072 balance. Salaries and benefits are increased by \$16,032 in 2015.

There is an estimated \$90,000 expenditure for the preparation of the 2015 General Sewer Plan Element of the Comprehensive Plan Update over two years. A 2014 budget amendment will allow a consultant to start in November 2014 with a proposed expenditure of \$25,000. The balance of the General Sewer Plan update (65,000) is budgeted for 2015 & 2016 with \$32,500 proposed to be spent each year.

There is no proposed expenditure for Capital Equipment in 2015. Instead, a \$100,000 Operating Transfer Out to Fund 407 (Sewer System Improvement Fund) to pay for a new oxidation ditch mixer and frame is proposed. A rotary fine screen and a new de-gritter will be Capital Purchases if there is available funding.

A \$37,000 Operating Transfer Out to 510 includes \$15,000 for the sewer fund's contribution towards rental of the City's recently purchased vector truck. The balance includes \$22,000 to go towards the purchase of utility trucks, a side arm mower, and a mower replacement.

2014 GARBAGE OPERATING FUND

402 UTILITY GARBAGE FUND

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|------------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 402-000-308-80-000 | Beginning Fund Balance | 152,859 | 181,476 | 202,853 | 0 | 0 |
| 400-000-316-48-000 | Garbage State Tax | 19,085 | 19,459 | 20,223 | 20,600 | \$21,250.00 |
| 402-000-321-91-000 | Garbage Franchise Fees | 1,473 | 2,962 | 3,401 | 3,000 | \$3,300.00 |
| 402-000-334-03-100 | Coordinated Prevention Grant | 2,680 | 1,770 | 1,789 | 1,700 | \$1,700.00 |
| 402-000-343-70-000 | Garbage/Solid Waste | 545,216 | 566,490 | 577,803 | 540,000 | \$590,000.00 |
| 402-000-343-70-100 | Recycling Charges | 175,355 | 165,586 | 167,695 | 166,500 | \$167,900.00 |
| 402-000-361-11-000 | Investment Interest | 246 | 424 | 730 | 200 | \$500.00 |
| 402-000-362-20-000 | Dumpster Delivery Charges | 20,658 | 20,675 | 21,214 | 21,500 | \$21,500.00 |
| 402-000-369-90-000 | Miscellaneous | 350 | 150 | 180 | 400 | \$500.00 |
| 402-000-395-10-000 | Sale of Fixed Assets | 1,027 | 284 | 114 | 0 | \$0.00 |
| | Total Revenue | 918,949 | 959,276 | 996,002 | 753,900 | 806,650 |

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|-------------------------------|------------------------|------------------------|------------------------|-------------------------|--------------------------|
| 402-402-537-80-100 | Salaries and Wages | 168,048 | 143,871 | 143,195 | 146,880 | 152,697 |
| 402-402-537-80-200 | Benefits | 65,380 | 73,944 | 59,848 | 69,080 | 80,403 |
| 402-402-537-80-220 | Uniforms | 680 | 1,208 | 1,186 | 900 | 800 |
| 402-402-537-80-230 | Contract Labor | 0 | 3,565 | 1,783 | 0 | 0 |
| 402-402-537-80-310 | Operating Supplies | 1,585 | 1,090 | 1,487 | 3,520 | 3,540 |
| 402-402-537-80-320 | Office Supplies | 3,180 | 2,687 | 2,223 | 2,600 | 2,700 |
| 402-402-537-80-350 | Small Tools/Minor Equipment | 304 | 92 | 708 | 1,100 | 350 |
| 402-402-537-80-360 | Vehicle Operation/Maintenance | 19,148 | 19,565 | 23,604 | 27,000 | 33,300 |
| 402-402-537-80-370 | Vehicle Repair | 12,643 | 7,373 | 5,049 | 500 | 3,000 |
| 402-402-537-80-380 | CPG Grant - Clean UP | 2,464 | 1,333 | 969 | 1,700 | 1,700 |
| 402-402-537-80-410 | Professional | 6,439 | 12,850 | 7,696 | 9,750 | 9,750 |
| 402-402-537-80-420 | Communication | 8,296 | 7,402 | 7,527 | 7,000 | 7,000 |
| 402-402-537-80-430 | Travel and Seminars | 478 | 1,566 | 453 | 915 | 790 |
| 402-402-537-80-460 | Insurance | 13,817 | 16,722 | 13,393 | 12,890 | 14,000 |
| 402-402-537-80-470 | Utilities | 2,489 | 2,246 | 2,114 | 2,000 | 2,000 |
| 402-402-537-80-480 | Repair and Maintenance | 1,181 | 224 | 2,919 | 4,175 | 3,975 |

| | | | | | | |
|--------------------|--------------------------------|---------|---------|---------|---------|---------|
| 402-402-537-80-490 | Miscellaneous | 959 | 2,434 | 1,725 | 1,120 | 1,235 |
| 402-402-537-80-510 | Intergovernmental - Recycle | 141,917 | 139,141 | 113,943 | 141,500 | 145,865 |
| 402-402-537-80-500 | Intergovernmental - Disposal F | 185,726 | 188,400 | 191,316 | 185,000 | 192,000 |
| 402-402-537-80-520 | Taxes - Excise | 32,128 | 30,728 | 30,282 | 27,000 | 30,000 |
| 402-402-594-80-620 | Capital Outlay - Buildings | 0 | 0 | 2,040 | 8,000 | 5,000 |
| 402-402-594-80-640 | Capital Outlay - Equipment | 20,315 | 18,605 | 19,009 | 15,000 | 10,000 |
| 402-402-597-30-000 | Operating Transfer Out - 501 | 44,000 | 79,639 | 75,000 | 49,000 | 35,000 |
| 402-402-597-50-010 | Operating Transfer Out - 001 | 0 | 0 | 0 | 16,803 | 16,803 |
| 402-402-597-50-010 | Operating Transfer Out - 114 | 6,479 | 3,710 | 17,434 | 16,000 | 16,000 |
| | Total Expenditures | 737,655 | 758,397 | 724,903 | 749,433 | 767,908 |
| | Ending Balance | 181,294 | 200,879 | 271,099 | 4,467 | 38,742 |

Garbage Fund Operating Expenditures

The Garbage Fund has a surplus of \$38,742.

The City has purchased a new garbage truck and toters. The City will distribute the toters and start collecting garbage with the new truck in January 2015.

Salaries and benefits are increased by \$17,140 in 2015. Three utility workers equally shared the garbage duties in 2014, however there will likely be two utility workers sharing duties in 2015 due to the purchase of the automated garbage truck resulting in a savings to the garbage operating fund.

Capital Equipment has a \$10,000 expenditure for dumpsters and toters.

The Operating Transfer Out for Equipment Replacement (104) has been reduced from \$49,000 to \$35,000 due to the purchase of the new garbage truck.

2014 STORMWATER OPERATING FUND

406

STORMWATER UTILITY FUND

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|------------------------|----------------|----------------|----------------|-----------------|------------------|
| 406-000-308-80-000 | Beginning Fund Balance | 60,026 | 66,020 | 69,367 | 0 | 0 |
| 406-000-343-50-000 | Stormwater Utility Fee | 126,428 | 150,169 | 163,084 | 165,945 | 166,000 |
| 406-000-361-11-000 | Investment Interest | 92 | 306 | 89 | 200 | 200 |
| 406-000-397-10-100 | Operating Transfer In | 0 | 0 | 0 | 0 | 0 |
| | Total Revenues | 186,546 | 216,494 | 232,540 | 166,145 | 166,200 |

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|-------------------------------|----------------|----------------|----------------|-----------------|------------------|
| 406-406-531-10-100 | Salaries and Wages | 23,023 | 77,239 | 85,724 | 75,845 | 80,421 |
| 406-406-531-10-200 | Benefits | 7,020 | 5,951 | 33,579 | 34,085 | 40,131 |
| 406-406-531-10-220 | Uniforms | 145 | 354 | 483 | 400 | 400 |
| 406-406-531-10-310 | Operating Supplies | 436 | 772 | 1,097 | 2,250 | 2,250 |
| 406-406-531-10-320 | Office Supplies | 297 | 415 | 316 | 500 | 500 |
| 406-406-531-10-350 | Small Tools/Minor Equipment | 1,526 | 389 | 404 | 2,050 | 1,850 |
| 406-406-531-10-360 | Vehicle Operation Maintenance | 331 | 154 | 684 | 1,400 | 1,800 |
| 406-406-531-10-370 | Vehicle Repair | 60 | 1,954 | 229 | 500 | 0 |
| 406-406-531-10-410 | Professional Service | 0 | 5,503 | 495 | 0 | 19,500 |
| 406-406-531-10-420 | Communication | 1,267 | 1,485 | 1,328 | 1,000 | 1,000 |
| 406-406-531-10-430 | Travel and Seminars | 382 | 1,172 | 769 | 500 | 1,190 |

| | | | | | | |
|--------------------|-------------------------------|----------------|----------------|----------------|----------------|----------------|
| 406-406-531-10-450 | Rentals | 17,961 | 5,047 | 11,004 | 10,000 | 0 |
| 406-406-531-10-460 | Insurance | 1,000 | 4,762 | 10,209 | 9,980 | 9,000 |
| 406-406-531-10-470 | Utilities | 0 | 0 | 0 | 800 | 0 |
| 406-406-531-10-480 | Repair and Maintenance | 3,882 | 116 | 332 | 1,020 | 1,020 |
| 406-406-531-10-490 | Miscellaneous | 886 | 40 | 50 | 184 | 184 |
| 406-406-531-10-510 | State Excise Tax | 2,309 | 2,709 | 2,695 | 2,700 | 2,700 |
| 406-406-594-10-640 | Capital Outlay - Equipment | 0 | 33 | 2,040 | 0 | 5,000 |
| 406-406-597-50-020 | Operating Transfer - 413 Debt | 28,700 | 28,700 | 28,632 | 10,136 | 10,480 |
| 406-406-597-60-030 | Operating Transfers Out - 114 | 0 | 3,712 | 10,104 | 4,000 | 4,000 |
| 406-406-597-20-010 | Operating Transfer Out - 001 | 0 | 0 | 0 | 5,601 | 5,601 |
| 406-406-597-20-010 | Operating Transfer Out - 501 | 31,300 | 7,127 | 23,000 | 0 | 2,000 |
| | Total Expenditures | 120,525 | 147,633 | 213,174 | 162,951 | 213,547 |
| | Ending Fund Balance | 66,020 | 68,861 | 19,366 | 3,194 | -47,347 |

Stormwater Fund Operating Expenditures

The Stormwater Fund has a proposed budget shortfall of \$47,347.

Professional services are increasing significantly to cover the expenditure for the update the stormwater update to the Comprehensive Plan which is assumed to cost \$30,000. The cost is proposed to be spread over two years with a \$15,000 expenditure in both 2015 and 2016.

The Operating Transfer Out for Equipment Replacement (104) shows no expenditure for 2015 due to the budget shortfall. As a result, money to be set aside from the stormwater fund towards the purchase of new utility trucks, a side arm mower, and a sweeper will be deferred.

Salaries and benefits are increased by \$10,622 in 2015.

The Operating Transfer Out to Fund 413 (Debt Service) is shown to be zero. The loan payment due is \$10,480 for a stormwater study that is no longer valid. In an effort to attempt to balance the Stormwater Fund, the loan payment for 2015 is proposed to be paid out of Fund 413 (Sewer Debt Service Fund).

A \$2,000 Operating Transfer Out to 510 is for the stormwater fund's contribution towards rental of the City's recently purchased vector truck.

With such a large budget deficit mostly due to the need for an stormwater update to comply with the state mandated Comprehensive Plan update; council will need to consider using the Beginning Fund Balance to have a balanced budget for 2015.

As the City moves forward, **the stormwater rates will need to be raised** to be able to afford the design and construction of stormwater and flood prevention projects, and to incorporate state mandated Low Impact Development requirements.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1

DATE: November 6, 2014

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

SUMMARY:

Attached are the minutes of the October 23, 2014 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – October 23, 2014

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

CHANGES/ADDITIONS TO THE AGENDA:

Consent: Remove Item 3 Ordinance 1202-14

Add: Executive Session for Property Acquisition

COMMENTS FROM THE PUBLIC:

Lucy Hitchcock: Planning Board did not meet due to staff work overload and they have requested a timetable for the comprehensive plan update. It is important to schedule meetings and get public input. Water/Sewer update work is scheduled to begin in November and December and does not allow the Planning Board time to review the work. A joint meeting with the Council is needed to discuss the responsibilities of each party. City needs to look at staffing in planning department – need development code and comp plan updates.

Christina Nelson: Presented an update on the American flag project. Lowes provided materials at a reduced price and they are working on drilling the holes in the sidewalk. They have the flags and plaques and should have everything ready for Veterans Day.

Callie Vaughn: Provided an update on the Community Task Force. They have determined who was homeless, have mental health issues and alcohol abuse. They have found homes for several people. Will continue to do the community cleanup and clean out the encampments – sites are not reappearing in the locations. They are working on the city parks and working on building a positive focus for community and Main Street.

COUNCILMEMBER COMMENTS

McCarty: Need caps on the holes to keep water out of holes to make sure no damage occurs to sidewalks. Task force is making progress; not many on the Tuesday cleanup crew but hope to keep going. Use of the trails is limited.

Seehuus: Great project - would like to purchase 3 flags

Walker: Supports the project and will be purchasing flag

Davenport-Smith: Thanks for work on flag project. Is excited to see in Sultan as they had flags out in Monroe when she first moved here. Need to have a separate workshop on the comprehensive plan to develop a schedule. Great work on the community task force – do need to focus on Main Street.

Neigel: Thanks to Lucy for her work on the Planning Board. Land use does need to start with the Planning Board and he supports their efforts. Great idea to raise funds for flags. Great work on the community task force – appreciates efforts to make community safer and helping those in need. Main street project is needed. Community Transit had a budget workshop and Snohomish County is expanding service and moving forward to restoring Sunday service.

Naslund: The vactor truck is being used on regular basis – great decision.

Mayor Eslick: Block Watch will have Bob Klemments as the new leader. There are 500 citizens on the e-mail list; small group at the meeting. Planning Board needs a new member and Tom Green has stepped up.

Nicholas Sorgren: Homecoming was two weeks ago, not a good game but the dance was fantastic. The fall sports are rapping up.

CITY ADMINISTRATOR COMMENTS Comprehensive Plan: The State law was changed to allow time extensions to entities until 2015. The County will adopt their plan in June; the same time the City should adopt their plan. The problem is the City does not know what to plan for until the County finalizes their plan.

CITY OF SULTAN COUNCIL MEETING – October 23, 2014

Areas in the UGA could be removed, added or left in the current configuration. The City needs to hire consultants and could cost \$250-300,000 or more if several options need to be considered. Staff has been working with the Department of Commerce to determine if the 2011 update complies with the 2015 update requirement. The city can do preliminary work, internal financial work and delay the final update until 2016. Non-compliance may impact the ability to obtain grants however, the delay allows the City to adopt a complaint plan.

Beeler: City has been out of compliance before and for short term, it may not be a problem.

Neigel: When will city know county position? (Planning Board will make a recommendation later this year and they don't know when the County will take action.) Should be good stewards of money and not waste funds on a guess – okay to be out of compliance for a short time.

Davenport-Smith: For a short time could be non-compliant. Don't want to be out of compliance and need to let our representatives know about the problem. Agrees we should not plan for the unknown and waste money. Do what we can and to drive the point home to the necessary agencies.

Walker: Not in favor of losing grant money but would rather gamble with being out compliance then spend money twice.

Seehuus: Agrees, don't spend the money twice

McCarty: Agrees, don't spend the money twice

Ken Walker: It is too late in the process to withdraw the UGA request. The County Planning Board will recommend removal of the Trout Farm area and not include the other two areas in the UGA. City would not object to the recommendation. Population allocation has been changed. City will need to change the density of some of the properties to meet population allocation. In the future it would not be a land swap and will not be easy in the future for landowners.

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

- 1) Code Enforcement/Animal Control
- 2) Public Works Departments
- 3) Finance Report
- 4) Volunteer Staff Report

HEARINGS:

- 1) 2015 Property Tax Levy – minutes under separate report.
- 2) 2015 Budget – Debt Service and Reserve Funds. The Public Hearing was continued to November 6, 2014.

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council. On a motion by Councilmember Naslund, seconded by Councilmember Beeler, the consent agenda was approved as amended. McCarty – aye, abstain on vouchers; Seehuus – aye; Walker – aye; Davenport-Smith – aye, Neigel – aye; Naslund – aye; Beeler - aye.

- 1) Approval of the October 9, 2014 Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$311,268.39 and payroll through October 10, 2014 in the amount of \$68,363.98 to be drawn and paid on the proper accounts.

ACTION ITEMS:

Ordinance 1203-14 2015 Property Tax Levy

The issue before the Council is to have the first reading of Ordinance 1203-14 setting the property tax levy for the 2015. A public hearing was held during the Council meeting. On a motion by Councilmember Beeler, seconded by Councilmember Seehuus, Ordinance 1203-14 setting the 2015 property tax levy was introduced for a first reading and passed on to a second reading. All ayes.

CITY OF SULTAN COUNCIL MEETING – October 23, 2014**Ordinance 1204-14 2015 Police Bond Levy**

The issue before the Council is the introduction of Ordinance 1204-14 (Attachment A) which sets the 2015 tax levy for the 2004 General Obligation Police Bond. The amount of the levy for 2015 is \$31,673.

In 2004, the City issued bonds to pay for the 800 MHz communication system and for capital improvements to the Police Station. The ordinance setting the annual levy amount for the bond payments is adopted as part of the budget process.

This was a 20-year bond issue with average payments of \$31,000 per year. Additional property taxes are levied annually to cover the cost of the bonds. The average cost per household is \$19.25 per year.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Seehuus, Ordinance 1204-14 setting the 2015 Tax Levy for the General Obligation Police bond was introduced for a first reading and passed on for a second reading. All ayes.

Tourism Grant Application

Snohomish County Tourism has called for proposals in the 2015 Tourism Promotion Assistance Program Funding Cycle. On September 25, 2014, the Sultan City Council approved submitting a grant application to fund design and printing City Park and Business Maps for placement at restaurants and convenience stores in the area. Since that time, the scope of the project has changed because the Sky Valley Chamber of Commerce is now asking for that funding.

City staff is seeking Council approval to submit a grant application to fund design, construction and installation of interpretive signs in Osprey Park.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, staff was directed to staff to apply for a Snohomish County Promotion Assistance Program Grant to fund design, construction and installation of interpretive and directional signs in Osprey Park. All ayes.

Planning Board Appointment

The Mayor has recommended to the City Council that Mr. Tom Green be appointed to fill the position recently vacated by Mr. Geoffrey Evans. Mr. Evans resigned due to moving from Sultan. Mr. Green's term would be counted as running from July 1, 2014 to June 30, 2016.

On a motion by Councilmember Beeler, seconded by Councilmember Davenport-Smith, the Council confirmed the Mayor's appointment of Tom Green to the Sultan Planning Board, as provided by SMC 2.17.090, for a two-year term beginning July 1, 2014 and expiring July 1, 2016. All ayes.

RH2 Engineering Inc. Services Contract

The issue before the council is to authorize the Mayor to sign a contract (Attachment A) with RH2 Engineering, Inc. (RH2) to provide professional engineering services to complete the Water System Plan (WSP) and General Sewer Plan (GSP) Updates required as part of the 2015 Comprehensive Plan Update.

The City is required to update its Comprehensive Plan in 2015. The Water System Plan and General Sewer Plan are critical elements of the Comprehensive Plan.

Although RH2 completed the City's most recent WSP in April 2012, and the GSP in September 2011, three primary factors necessitate updating the WSP and GSP. First, the City's population allocation has been reduced from 11,119 to 8,393. Second, the City's Urban Growth Area (UGA) is planned to be reduced by eliminating the Trout Farm Road area northwest of Sultan. Third, and the planning horizon has changed from 2025 to 2035.

On a motion by Councilmember Neigel, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign a contract with RH2 to provide professional engineering services to complete the Water System Plan and General Sewer Plan in an amount not to exceed \$180,500 without prior authorization by the City Council. All ayes.

CITY OF SULTAN COUNCIL MEETING – October 23, 2014**PUBLIC COMMENTS**

Lucy Hitchcock: There is work that can be done on the comprehensive plan prior to the decision on the UGA.

Jean Roberts: Tourism grant and signs in Osprey Park – on Smith Island they have metal stands for their signs that look indestructible.

EXECUTIVE SESSION: On a motion by Councilmember Walker, seconded by Councilmember Seehuus, the Council adjourned to executive session at 8:23 PM for twenty minutes to discuss property acquisition. All ayes. The Council returned to regular session at 8:45 PM.

Adjournment: On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, the meeting adjourned at 8:45 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 2
DATE: November 6, 2014
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

SUMMARY:

Attached are the minutes of the October 23, 2014 Public Hearing on the 2015 Property Tax Levy as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – October 23, 2014

PUBLIC HEARING:

The Public Hearing on the 2015 Property Tax Levy was called to order by Mayor Eslick. Councilmembers present: McCarty, Seehuus, Walker, Neigel, Davenport-Smith, Naslund and Beeler.

Staff:

The issue before the Council is to hold a public hearing on the proposed use of 2015 property taxes. In accordance with RCW 84.55.120, a taxing district with regular levies must hold a public hearing on the proposed increase and use of property tax funds. The ordinance must be adopted and filed with the County on or before November 30th.

Based on the levy calculation for the City's estimated 2015 assessed value of \$326,822,644 the levy rate would be \$1.46 per thousand of assessed property value which is below the statutory limit for the city. The maximum amount allowed under state law for the City is broken down as follows:

| | |
|-----------------------|-------------------------------------|
| Statutory Levy Rate | \$3.60 per \$1000 of assessed value |
| Less Fire District | -\$1.50 |
| Less Library District | <u>-\$.50</u> |
| City maximum | \$1.60 |

Ordinance 1203-14 sets the regular property tax levy for 2015 with the amount to be assessed for collection at \$550,000. Based on the \$1.60 per thousand, the amount the city can collect in 2015 is \$542,428.54. The difference allows the County to collect the full amount the City is entitled to based on the final assessed value calculated in late December.

Banked capacity can be used in those years that the levy rate drops below \$1.60 per thousand. For 2015, the City will use part of the bank capacity to levy the property tax at \$1.60 per thousand. The calculated increase will be 12% for an increase of \$58,078.

The proposed distribution of taxes for 2015 will be:

| PROPERTY TAX | GENERAL FUND 001 | STREET FUND 101 | GO COM. CENTER FUND 203 | Total Regular Property Tax | GO POLICE BOND FUND 205 |
|--------------|------------------|-----------------|-------------------------|----------------------------|-------------------------|
| | 0.746217 | 0.053000 | 0.200783 | 1.000000 | 100.00 |
| 542,429 | 404,769 | 28,749 | 108,910 | 542,429 | 31,673 |

The City has seen a decline in assessed property values for four years, however, for 2015, the City will see a 10.% increase in value. The assessed value has dropped from a high in 2009 of \$477,161,966 to the current estimated value for 2015 of \$326,822,644.

Brief discussion on the percentage increase.

Public Input

None

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Seehuus, the public hearing was closed. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 3
DATE: November 6, 2014
SUBJECT: Voucher Approval - 2014
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$500,366.51 and payroll through October 24, 2014 in the amount of \$57,580.33 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$557,946.84

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
November 6, 2014**

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

Laura J. Koenig, Clerk/Deputy Finance Director

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

| | |
|------------------------------------|-------------------|
| Payroll Check #29855-56 | \$ 3,352.58 |
| Direct Deposit #22 | \$ 27,111.98 |
| Benefits Check #29851-54,909-10 | \$ 16,009.36 |
| Tax Deposit #21 | \$ 11,106.41 |
| Accounts Payable Checks #29857-908 | \$ 490,738.11 |
| ACH Transactions - DOR | \$ 9,628.40 |
| TOTAL | \$ 557,946.84 |

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Sarah Davenport-Smith, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 10/31/2014 - 11:42 AM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|-------|------------|-----------|---------------------------------------|------------|---------|
| 29857 | 11/06/2014 | jaddingt | Julie Addington | 88.33 | 0 |
| 29858 | 11/06/2014 | APP | Associated Petroleum Products Inc | 1,348.46 | 0 |
| 29859 | 11/06/2014 | badget | Badger Meter Inc | 939.96 | 0 |
| 29860 | 11/06/2014 | cadman | Cadman, Inc. | 352.23 | 0 |
| 29861 | 11/06/2014 | CIAW | Cities Insurance Association of Washi | 4,554.92 | 0 |
| 29862 | 11/06/2014 | Corin | Correctional Industries | 222.48 | 0 |
| 29863 | 11/06/2014 | ductvac | DuctVac | 3,801.00 | 0 |
| 29864 | 11/06/2014 | EnvRes | Environmental Resource Associates | 481.08 | 0 |
| 29865 | 11/06/2014 | ExpressP | Express Employment Professionals | 1,709.76 | 0 |
| 29866 | 11/06/2014 | Eylander | Eylanders Sales & Service Inc | 521.28 | 0 |
| 29867 | 11/06/2014 | FireProt | Fire Protection Inc. | 461.55 | 0 |
| 29868 | 11/06/2014 | Frontier | Frontier | 208.91 | 0 |
| 29869 | 11/06/2014 | GBGeek | Gold Bar Geek | 2,768.03 | 0 |
| 29870 | 11/06/2014 | Gray | Gray & Osborne Inc. | 2,080.64 | 0 |
| 29871 | 11/06/2014 | hach | Hach Company | 1,180.86 | 0 |
| 29872 | 11/06/2014 | harmesen | Harmesen & Associates INC | 870.00 | 0 |
| 29873 | 11/06/2014 | HDSupply | HD Supply Waterworks | 116.68 | 0 |
| 29874 | 11/06/2014 | honeyb | Honey Bucket | 310.00 | 0 |
| 29875 | 11/06/2014 | IntNotSy | Integrated Notification Systems LLC | 9,650.03 | 0 |
| 29876 | 11/06/2014 | lkoenig | Laura Koenig | 218.40 | 0 |
| 29877 | 11/06/2014 | Macaulay | Macaulay & Assoicates LTD | 4,000.00 | 0 |
| 29878 | 11/06/2014 | jmann | Janice Mann | 33.04 | 0 |
| 29879 | 11/06/2014 | DMurphy | Donna Murphy | 68.92 | 0 |
| 29880 | 11/06/2014 | NorthSta | Northstar Chemical, Inc. | 1,552.50 | 0 |
| 29881 | 11/06/2014 | OASYS | Oasys Office Automation Systems | 183.91 | 0 |
| 29882 | 11/06/2014 | OfcDepot | Office Depot | 451.39 | 0 |
| 29883 | 11/06/2014 | platt | Platt | 176.91 | 0 |
| 29884 | 11/06/2014 | PUD I | PUD | 2,579.48 | 0 |
| 29885 | 11/06/2014 | QCL | QCL, Inc. | 290.50 | 0 |
| 29886 | 11/06/2014 | QBS | QualityBusinesss Systems | 173.76 | 0 |
| 29887 | 11/06/2014 | ScienSup | Scientific Supply & Equipment | 75.99 | 0 |
| 29888 | 11/06/2014 | select | Selective Tree Removal | 7,384.80 | 0 |
| 29889 | 11/06/2014 | SkyValle | Sky Valley Family Medicine | 155.00 | 0 |
| 29890 | 11/06/2014 | SCcorrec | Snohomish County Corrections | 4,690.39 | 0 |
| 29891 | 11/06/2014 | SRDTF | Snohomish County Sheriff | 72,886.00 | 0 |
| 29892 | 11/06/2014 | SoundPub | Sound Publishing Inc | 123.84 | 0 |
| 29893 | 11/06/2014 | Auditor | State Auditor's Office | 2,323.64 | 0 |
| 29894 | 11/06/2014 | SulMat | Sultan Materials | 65.16 | 0 |
| 29895 | 11/06/2014 | Sunbelt | Sunbelt Rentals Inc. | 596.50 | 0 |
| 29896 | 11/06/2014 | TSI | Technical Systems, Inc. | 1,653.45 | 0 |
| 29897 | 11/06/2014 | atrua | Aimee Lou Trua | 1,700.00 | 0 |
| 29898 | 11/06/2014 | VerizonW | Verizon Wireless | 580.75 | 0 |
| 29899 | 11/06/2014 | visa | Visa | 684.30 | 0 |
| 29900 | 11/06/2014 | visa | Visa | 365.25 | 0 |
| 29901 | 11/06/2014 | visa | Visa | 775.28 | 0 |
| 29902 | 11/06/2014 | visa | Visa | 96.06 | 0 |
| 29903 | 11/06/2014 | kwalker | Kenneth Walker | 151.46 | 0 |
| 29904 | 11/06/2014 | WesternP | Western Peterbuilt Inc | 173,967.75 | 0 |
| 29905 | 11/06/2014 | WSysFab | Western Systems & Fabrication | 162,741.26 | 0 |
| 29906 | 11/06/2014 | wh | WH Pacific | 11,619.21 | 0 |

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|-------------|-------------------|---------|
| 29907 | 11/06/2014 | wh | WH Pacific | 4,469.51 | 0 |
| 29908 | 11/06/2014 | wh | WH Pacific | 2,237.50 | 0 |
| | | | | <u>490,738.11</u> | |
| Check Total: | | | | <u>490,738.11</u> | |

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 10/24/2014 - 11:23 AM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|----------------------------|-----------------|---------|
| 29851 | 10/24/2014 | Retire | Department of Retirement | 1,950.00 | 0 |
| 29852 | 10/24/2014 | Retire | Department of Retirement | 5,674.32 | 0 |
| 29853 | 10/24/2014 | AFLAC | AFLAC | 111.90 | 0 |
| 29854 | 10/24/2014 | UNION | Teamsters Local Union #763 | 666.00 | 0 |
| | | | | <u>8,402.22</u> | |
| Check Total: | | | | <u>8,402.22</u> | |

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 10/31/2014 - 1:07 PM



| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|----------------------------------|-----------------|---------|
| 29909 | 10/31/2014 | L&I | Department of Labor & Industries | 6,056.78 | 0 |
| 29910 | 10/31/2014 | Unemploy | Employment Security Department | 1,550.36 | 0 |
| | | | | <u>7,607.14</u> | |
| Check Total: | | | | <u>7,607.14</u> | |

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 10/28/2014 - 1:35PM
Batch: 2-10-2014
Include Partial: FALSE



| Check Date | Check Number | Employee No | Employee Name | Amount |
|------------|--------------|-------------|------------------|----------|
| 10/31/2014 | 0 | 001 | Laura Koenig | 2,093.78 |
| 10/31/2014 | 0 | 004 | Donna Murphy | 1,510.67 |
| 10/31/2014 | 0 | 007 | Julie Addington | 1,548.46 |
| 10/31/2014 | 0 | 010 | Cynthia Sparks | 1,671.51 |
| 10/31/2014 | 0 | 011 | Janice Mann | 1,276.16 |
| 10/31/2014 | 0 | 013 | Rosemary Murphy | 1,235.96 |
| 10/31/2014 | 0 | 015 | Kenneth Walker | 2,839.30 |
| 10/31/2014 | 0 | 016 | Stacy MacGregor | 1,562.06 |
| 10/31/2014 | 0 | 019 | Michael Matheson | 2,747.48 |
| 10/31/2014 | 0 | 020 | Connie Dunn | 2,028.77 |
| 10/31/2014 | 0 | 025 | John Harris | 2,100.41 |
| 10/31/2014 | 0 | 028 | Todd Strom | 1,743.96 |
| 10/31/2014 | 0 | 049 | Victoria Forte | 800.90 |
| 10/31/2014 | 0 | 120 | Matthew Wood | 1,912.89 |
| 10/31/2014 | 0 | 121 | Jason Strauss | 1,436.29 |
| 10/31/2014 | 0 | 124 | Dustin Lindahl | 603.38 |

Total Employees:

16

Total:

27,111.98

Payroll

Computer Check Register

User: julie.addington
Printed: 10/28/2014 - 1:28PM
Batch: 00002-10-2014 Computer

PR22



| Check No | Check Date | Employee Information | Amount |
|------------------------------|------------|------------------------------|----------|
| 29855 | 10/31/2014 | 024 Michael Williams | 1,892.48 |
| 29856 | 10/31/2014 | 029 James Barns | 1,460.10 |
| Total Number of Employees: 2 | | Total for Payroll Check Run: | 3,352.58 |

Checks for Approval

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Amount |
|--------------|------------|---------------------------|-----------------------|--------------------------|----------|
| 29851 | 10/24/2014 | GENERAL FUND | Deferred Comp Payable | Department of Retirement | 74.50 |
| 29851 | 10/24/2014 | STREET FUND | Deferred Comp Payable | Department of Retirement | 25.48 |
| 29851 | 10/24/2014 | CEMETERY FUND | Deferred Comp Payable | Department of Retirement | 1.52 |
| 29851 | 10/24/2014 | BUILDING MAINTENANCE FUND | Deferred Comp Payable | Department of Retirement | 7.49 |
| 29851 | 10/24/2014 | UTILITY WATER FUND | Deferred Comp Payable | Department of Retirement | 57.25 |
| 29851 | 10/24/2014 | UTILITY SEWER FUND | Deferred Comp Payable | Department of Retirement | 43.01 |
| 29851 | 10/24/2014 | UTILITY GARBAGE FUND | Deferred Comp Payable | Department of Retirement | 19.51 |
| 29851 | 10/24/2014 | STORMWATER UTILITY FUND | Deferred Comp Payable | Department of Retirement | 21.24 |
| 29851 | 10/24/2014 | GENERAL FUND | Deferred Comp Payable | Department of Retirement | 480.51 |
| 29851 | 10/24/2014 | STREET FUND | Deferred Comp Payable | Department of Retirement | 85.49 |
| 29851 | 10/24/2014 | CEMETERY FUND | Deferred Comp Payable | Department of Retirement | 4.02 |
| 29851 | 10/24/2014 | BUILDING MAINTENANCE FUND | Deferred Comp Payable | Department of Retirement | 26.48 |
| 29851 | 10/24/2014 | UTILITY WATER FUND | Deferred Comp Payable | Department of Retirement | 342.50 |
| 29851 | 10/24/2014 | UTILITY SEWER FUND | Deferred Comp Payable | Department of Retirement | 535.00 |
| 29851 | 10/24/2014 | UTILITY GARBAGE FUND | Deferred Comp Payable | Department of Retirement | 120.75 |
| 29851 | 10/24/2014 | STORMWATER UTILITY FUND | Deferred Comp Payable | Department of Retirement | 105.25 |
| 29852 | 10/24/2014 | GENERAL FUND | PERS Payable | Department of Retirement | 91.02 |
| 29852 | 10/24/2014 | GENERAL FUND | PERS Payable | Department of Retirement | 49.41 |
| 29852 | 10/24/2014 | GENERAL FUND | PERS Payable | Department of Retirement | 392.76 |
| 29852 | 10/24/2014 | STREET FUND | PERS Payable | Department of Retirement | 106.25 |
| 29852 | 10/24/2014 | CEMETERY FUND | PERS Payable | Department of Retirement | 15.07 |
| 29852 | 10/24/2014 | BUILDING MAINTENANCE FUND | PERS Payable | Department of Retirement | 22.90 |
| 29852 | 10/24/2014 | UTILITY WATER FUND | PERS Payable | Department of Retirement | 547.68 |
| 29852 | 10/24/2014 | UTILITY SEWER FUND | PERS Payable | Department of Retirement | 464.47 |
| 29852 | 10/24/2014 | UTILITY GARBAGE FUND | PERS Payable | Department of Retirement | 237.27 |
| 29852 | 10/24/2014 | STORMWATER UTILITY FUND | PERS Payable | Department of Retirement | 140.47 |
| 29852 | 10/24/2014 | GENERAL FUND | PERS Payable | Department of Retirement | 735.17 |
| 29852 | 10/24/2014 | STREET FUND | PERS Payable | Department of Retirement | 198.91 |
| 29852 | 10/24/2014 | CEMETERY FUND | PERS Payable | Department of Retirement | 28.22 |
| 29852 | 10/24/2014 | BUILDING MAINTENANCE FUND | PERS Payable | Department of Retirement | 42.87 |
| 29852 | 10/24/2014 | UTILITY WATER FUND | PERS Payable | Department of Retirement | 1,025.31 |
| 29852 | 10/24/2014 | UTILITY SEWER FUND | PERS Payable | Department of Retirement | 869.48 |
| 29852 | 10/24/2014 | UTILITY GARBAGE FUND | PERS Payable | Department of Retirement | 444.15 |
| 29852 | 10/24/2014 | STORMWATER UTILITY FUND | PERS Payable | Department of Retirement | 262.91 |
| 29853 | 10/24/2014 | STREET FUND | AFLAC Payable | AFLAC | 0.13 |
| 29853 | 10/24/2014 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.03 |
| 29853 | 10/24/2014 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 5.86 |

| | | | | | |
|-------|------------|---------------------------|-------------------------------|--|--------|
| 29853 | 10/24/2014 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 8.03 |
| 29853 | 10/24/2014 | STREET FUND | AFLAC Payable | AFLAC | 0.31 |
| 29853 | 10/24/2014 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.08 |
| 29853 | 10/24/2014 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 15.62 |
| 29853 | 10/24/2014 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 25.89 |
| 29853 | 10/24/2014 | STREET FUND | AFLAC Payable | AFLAC | 0.11 |
| 29853 | 10/24/2014 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.03 |
| 29853 | 10/24/2014 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 5.88 |
| 29853 | 10/24/2014 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 8.03 |
| 29853 | 10/24/2014 | STREET FUND | AFLAC Payable | AFLAC | 0.32 |
| 29853 | 10/24/2014 | CEMETERY FUND | AFLAC Payable | AFLAC | 0.07 |
| 29853 | 10/24/2014 | UTILITY WATER FUND | AFLAC Payable | AFLAC | 15.63 |
| 29853 | 10/24/2014 | UTILITY SEWER FUND | AFLAC Payable | AFLAC | 25.88 |
| 29854 | 10/24/2014 | GENERAL FUND | Union Dues Payable | Teamsters Local Union #763 | 78.97 |
| 29854 | 10/24/2014 | STREET FUND | Union Dues Payable | Teamsters Local Union #763 | 9.04 |
| 29854 | 10/24/2014 | CEMETERY FUND | Union Dues Payable | Teamsters Local Union #763 | 3.05 |
| 29854 | 10/24/2014 | BUILDING MAINTENANCE FUND | Union Dues Payable | Teamsters Local Union #763 | 0.75 |
| 29854 | 10/24/2014 | UTILITY WATER FUND | Union Dues Payable | Teamsters Local Union #763 | 89.63 |
| 29854 | 10/24/2014 | UTILITY SEWER FUND | Union Dues Payable | Teamsters Local Union #763 | 82.08 |
| 29854 | 10/24/2014 | UTILITY GARBAGE FUND | Union Dues Payable | Teamsters Local Union #763 | 49.86 |
| 29854 | 10/24/2014 | STORMWATER UTILITY FUND | Union Dues Payable | Teamsters Local Union #763 | 19.62 |
| 29854 | 10/24/2014 | GENERAL FUND | Union Dues Payable | Teamsters Local Union #763 | 78.95 |
| 29854 | 10/24/2014 | STREET FUND | Union Dues Payable | Teamsters Local Union #763 | 9.06 |
| 29854 | 10/24/2014 | CEMETERY FUND | Union Dues Payable | Teamsters Local Union #763 | 3.03 |
| 29854 | 10/24/2014 | BUILDING MAINTENANCE FUND | Union Dues Payable | Teamsters Local Union #763 | 0.74 |
| 29854 | 10/24/2014 | UTILITY WATER FUND | Union Dues Payable | Teamsters Local Union #763 | 89.64 |
| 29854 | 10/24/2014 | UTILITY SEWER FUND | Union Dues Payable | Teamsters Local Union #763 | 82.09 |
| 29854 | 10/24/2014 | UTILITY GARBAGE FUND | Union Dues Payable | Teamsters Local Union #763 | 49.88 |
| 29854 | 10/24/2014 | STORMWATER UTILITY FUND | Union Dues Payable | Teamsters Local Union #763 | 19.61 |
| 29857 | 11/06/2014 | UTILITY WATER FUND | Travel and Seminars | Julie Addington | 29.44 |
| 29857 | 11/06/2014 | UTILITY SEWER FUND | Travel and Seminars | Julie Addington | 29.44 |
| 29857 | 11/06/2014 | UTILITY GARBAGE FUND | Travel and Seminars | Julie Addington | 29.45 |
| 29858 | 11/06/2014 | UTILITY GARBAGE FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 806.38 |
| 29858 | 11/06/2014 | UTILITY SEWER FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 98.44 |
| 29858 | 11/06/2014 | UTILITY WATER FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 370.82 |
| 29858 | 11/06/2014 | CEMETERY FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 24.28 |
| 29858 | 11/06/2014 | STREET FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 24.27 |
| 29858 | 11/06/2014 | GENERAL FUND | Vehicle Operation/Maintenance | Associated Petroleum Products Inc | 24.27 |
| 29859 | 11/06/2014 | UTILITY WATER FUND | Miscellaneous | Badger Meter Inc | 939.96 |
| 29860 | 11/06/2014 | STORMWATER UTILITY FUND | Operating Supplies | Cadman, Inc. | 352.23 |
| 29861 | 11/06/2014 | STREET FUND | Insurance | Cities Insurance Association of Washington | 455.49 |

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|-------|------------|-----------------------------|---------------------------|--|----------|
| 29861 | 11/06/2014 | GENERAL FUND | Insurance | Cities Insurance Association of Washington | 1,138.73 |
| 29861 | 11/06/2014 | UTILITY WATER FUND | Insurance | Cities Insurance Association of Washington | 1,002.08 |
| 29861 | 11/06/2014 | UTILITY SEWER FUND | Insurance | Cities Insurance Association of Washington | 1,320.93 |
| 29861 | 11/06/2014 | UTILITY GARBAGE FUND | Insurance | Cities Insurance Association of Washington | 455.49 |
| 29861 | 11/06/2014 | STORMWATER UTILITY FUND | Insurance | Cities Insurance Association of Washington | 182.20 |
| 29862 | 11/06/2014 | GENERAL FUND | Operating Supplies | Correctional Industries | 84.60 |
| 29862 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Correctional Industries | 12.49 |
| 29862 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Correctional Industries | 12.49 |
| 29862 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Correctional Industries | 12.48 |
| 29862 | 11/06/2014 | STREET FUND | Office Supplies | Correctional Industries | 12.49 |
| 29862 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Correctional Industries | 49.95 |
| 29862 | 11/06/2014 | UTILITY WATER FUND | Operating Supply | Correctional Industries | 37.98 |
| 29863 | 11/06/2014 | BUILDING MAINTENANCE FUND | Capital - Buildings | DuctVac | 3,801.00 |
| 29864 | 11/06/2014 | UTILITY SEWER FUND | Sewer - Testing | Environmental Resource Associates | 481.08 |
| 29865 | 11/06/2014 | UTILITY GARBAGE FUND | Repair and Maintenance | Express Employment Professionals | 854.88 |
| 29865 | 11/06/2014 | UTILITY GARBAGE FUND | Repair and Maintenance | Express Employment Professionals | 854.88 |
| 29866 | 11/06/2014 | BUILDING MAINTENANCE FUND | Repair and Maintenance | Eylanders Sales & Service Inc | 521.28 |
| 29867 | 11/06/2014 | BUILDING MAINTENANCE FUND | Repair and Maintenance | Fire Protection Inc. | 461.55 |
| 29868 | 11/06/2014 | GENERAL FUND | Communication | Frontier | 11.33 |
| 29868 | 11/06/2014 | STREET FUND | Communication | Frontier | 11.32 |
| 29868 | 11/06/2014 | UTILITY WATER FUND | Communication | Frontier | 11.33 |
| 29868 | 11/06/2014 | UTILITY SEWER FUND | Communication | Frontier | 11.32 |
| 29868 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Frontier | 11.33 |
| 29868 | 11/06/2014 | GENERAL FUND | Communication | Frontier | 16.60 |
| 29868 | 11/06/2014 | STREET FUND | Communication | Frontier | 16.61 |
| 29868 | 11/06/2014 | UTILITY WATER FUND | Communication | Frontier | 16.60 |
| 29868 | 11/06/2014 | UTILITY SEWER FUND | Communication | Frontier | 16.61 |
| 29868 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Frontier | 16.60 |
| 29868 | 11/06/2014 | GENERAL FUND | Communication | Frontier | 13.85 |
| 29868 | 11/06/2014 | STREET FUND | Communication | Frontier | 13.85 |
| 29868 | 11/06/2014 | UTILITY WATER FUND | Communication | Frontier | 13.86 |
| 29868 | 11/06/2014 | UTILITY SEWER FUND | Communication | Frontier | 13.85 |
| 29868 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Frontier | 13.85 |
| 29869 | 11/06/2014 | INFORMATION TECHNOLOGY FUND | Professional Service | Gold Bar Geek | 2,768.03 |
| 29870 | 11/06/2014 | STREET IMPROVEMENT FUND | Alder Avenue Project | Gray & Osborne Inc. | 2,080.64 |
| 29871 | 11/06/2014 | UTILITY SEWER FUND | Operating Supplies | Hach Company | 1,146.75 |
| 29871 | 11/06/2014 | UTILITY SEWER FUND | Operating Supplies | Hach Company | 26.67 |
| 29871 | 11/06/2014 | UTILITY SEWER FUND | Operating Supplies | Hach Company | 7.44 |

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|-------|------------|----------------------------|---------------------------|-------------------------------------|----------|
| 29872 | 11/06/2014 | PARK IMPROVEMENT FUND | Professional Service | Harmsen & Associates Inc | 870.00 |
| 29873 | 11/06/2014 | STORMWATER UTILITY FUND | Operating Supplies | HD Supply Waternworks | 116.68 |
| 29874 | 11/06/2014 | UTILITY SEWER FUND | Rentals | Honey Bucket | 185.50 |
| 29874 | 11/06/2014 | UTILITY SEWER FUND | Rentals | Honey Bucket | 124.50 |
| 29875 | 11/06/2014 | GENERAL FUND | Repair and Maintenance | Integrated Notification Systems LLC | 1,292.34 |
| 29875 | 11/06/2014 | COMMUNITY IMPROVEMENT FUND | Capital Outlay | Integrated Notification Systems LLC | 8,357.69 |
| 29876 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Laura Koenig | 43.68 |
| 29876 | 11/06/2014 | STREET FUND | Travel and Seminars | Laura Koenig | 43.68 |
| 29876 | 11/06/2014 | UTILITY WATER FUND | Travel and Seminars | Laura Koenig | 43.68 |
| 29876 | 11/06/2014 | UTILITY SEWER FUND | Travel and Seminars | Laura Koenig | 43.68 |
| 29876 | 11/06/2014 | UTILITY SEWER FUND | Travel and Seminars | Laura Koenig | 43.68 |
| 29876 | 11/06/2014 | UTILITY GARBAGE FUND | Travel and Seminars | Laura Koenig | 43.68 |
| 29877 | 11/06/2014 | PARK IMPROVEMENT FUND | Professional Service | Macaulay & Associates LTD | 4,000.00 |
| 29878 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Janice Mann | 33.04 |
| 29879 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Donna Murphy | 68.92 |
| 29880 | 11/06/2014 | UTILITY SEWER FUND | Operating Supplies | Northstar Chemical, Inc. | 1,552.50 |
| 29881 | 11/06/2014 | UTILITY WATER FUND | Repair and Maintenance | Oasys Office Automation Systems | 30.66 |
| 29881 | 11/06/2014 | UTILITY WATER FUND | Repair and Maintenance | Oasys Office Automation Systems | 30.66 |
| 29881 | 11/06/2014 | UTILITY SEWER FUND | Repair and Maintenance | Oasys Office Automation Systems | 30.65 |
| 29881 | 11/06/2014 | UTILITY GARBAGE FUND | Repair and Maintenance | Oasys Office Automation Systems | 30.66 |
| 29881 | 11/06/2014 | STORMWATER UTILITY FUND | Repair and Maintenance | Oasys Office Automation Systems | 30.66 |
| 29881 | 11/06/2014 | UTILITY WATER FUND | Repair and Maintenance | Oasys Office Automation Systems | 30.64 |
| 29881 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Oasys Office Automation Systems | 30.64 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 0.51 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 0.51 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 0.51 |
| 29882 | 11/06/2014 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 0.51 |
| 29882 | 11/06/2014 | STREET FUND | Office Supplies | Office Depot | 0.51 |
| 29882 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Office Depot | 2.03 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 2.67 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 2.68 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 2.67 |
| 29882 | 11/06/2014 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 2.67 |
| 29882 | 11/06/2014 | STREET FUND | Office Supplies | Office Depot | 2.67 |
| 29882 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Office Depot | 10.69 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 30.19 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 30.19 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 30.19 |
| 29882 | 11/06/2014 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 30.19 |
| 29882 | 11/06/2014 | STREET FUND | Office Supplies | Office Depot | 30.20 |
| 29882 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Office Depot | 120.76 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 8.14 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 8.15 |
| 29882 | 11/06/2014 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 8.14 |
| 29882 | 11/06/2014 | STREET FUND | Office Supplies | Office Depot | 8.15 |
| 29882 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Office Depot | 32.57 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 1.26 |

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|-------|------------|----------------------|--------------------------------|-------------------------------|-----------|
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 1.26 |
| 29882 | 11/06/2014 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 1.26 |
| 29882 | 11/06/2014 | STREET FUND | Office Supplies | Office Depot | 1.26 |
| 29882 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Office Depot | 5.03 |
| 29882 | 11/06/2014 | GENERAL FUND | Office Supplies | Office Depot | 27.37 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 4.95 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 4.94 |
| 29882 | 11/06/2014 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 4.95 |
| 29882 | 11/06/2014 | STREET FUND | Office Supplies | Office Depot | 4.95 |
| 29882 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Office Depot | 19.78 |
| 29882 | 11/06/2014 | UTILITY WATER FUND | Office Supplies | Office Depot | 5.28 |
| 29882 | 11/06/2014 | UTILITY SEWER FUND | Office Supplies | Office Depot | 5.28 |
| 29882 | 11/06/2014 | UTILITY GARBAGE FUND | Office Supplies | Office Depot | 5.28 |
| 29882 | 11/06/2014 | STREET FUND | Office Supplies | Office Depot | 5.29 |
| 29882 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Office Depot | 21.12 |
| 29883 | 11/06/2014 | UTILITY WATER FUND | Operating Supply | Platt | 58.97 |
| 29883 | 11/06/2014 | UTILITY SEWER FUND | Operating Supplies | Platt | 58.97 |
| 29883 | 11/06/2014 | UTILITY GARBAGE FUND | Operating Supplies | Platt | 58.97 |
| 29884 | 11/06/2014 | UTILITY SEWER FUND | Utilities | PUD | 2,579.48 |
| 29885 | 11/06/2014 | UTILITY GARBAGE FUND | Miscellaneous | QCL, Inc. | 290.50 |
| 29886 | 11/06/2014 | GENERAL FUND | Office Supplies | Quality Business Systems | 173.76 |
| 29887 | 11/06/2014 | UTILITY SEWER FUND | Operating Supplies | Scientific Supply & Equipment | 75.99 |
| 29888 | 11/06/2014 | UTILITY SEWER FUND | Repair and Maintenance | Selective Tree Removal | 7,384.80 |
| 29889 | 11/06/2014 | UTILITY WATER FUND | Miscellaneous | Sky Valley Family Medicine | 77.50 |
| 29889 | 11/06/2014 | UTILITY GARBAGE FUND | Miscellaneous | Sky Valley Family Medicine | 77.50 |
| 29890 | 11/06/2014 | GENERAL FUND | Miscellaneous - Jail Fees | Snohomish County Corrections | 4,690.39 |
| 29891 | 11/06/2014 | GENERAL FUND | Professional Service - SnoCity | Snohomish County Sheriff | 72,886.00 |
| 29892 | 11/06/2014 | GENERAL FUND | Advertising and Legal Notices | Sound Publishing Inc | 48.16 |
| 29892 | 11/06/2014 | GENERAL FUND | Advertising and Legal Notices | Sound Publishing Inc | 48.16 |
| 29892 | 11/06/2014 | GENERAL FUND | Advertising and Legal Notices | Sound Publishing Inc | 27.52 |
| 29893 | 11/06/2014 | GENERAL FUND | Audit Costs | State Auditor's Office | 464.73 |
| 29893 | 11/06/2014 | STREET FUND | Professional Services | State Auditor's Office | 464.73 |
| 29893 | 11/06/2014 | UTILITY WATER FUND | Professional Service - General | State Auditor's Office | 464.72 |
| 29893 | 11/06/2014 | UTILITY SEWER FUND | Professional Service | State Auditor's Office | 464.73 |
| 29893 | 11/06/2014 | UTILITY GARBAGE FUND | Professional | State Auditor's Office | 464.73 |
| 29894 | 11/06/2014 | UTILITY WATER FUND | Operating Supply | Sultan Materials | 32.58 |
| 29894 | 11/06/2014 | UTILITY WATER FUND | Operating Supply | Sultan Materials | 32.58 |
| 29895 | 11/06/2014 | UTILITY WATER FUND | Rentals | Sunbelt Rentals Inc. | 596.50 |
| 29896 | 11/06/2014 | UTILITY SEWER FUND | Repair and Maintenance | Technical Systems, Inc. | 1,653.45 |
| 29897 | 11/06/2014 | GENERAL FUND | Public Defender Attorney | Aimee Lou Trua | 1,700.00 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 10.98 |

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| 29898 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 10.99 |
| 29898 | 11/06/2014 | STREET FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 37.89 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 54.91 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 37.89 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 54.91 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 37.89 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 4.49 |
| 29898 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | STREET FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 10.99 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | STREET FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 4.49 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | STREET FUND | Communication | Verizon Wireless | 4.48 |
| 29898 | 11/06/2014 | GENERAL FUND | Office/Operating Supplies | Verizon Wireless | 54.91 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 10.99 |
| 29898 | 11/06/2014 | STREET FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY WATER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY SEWER FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | UTILITY GARBAGE FUND | Communication | Verizon Wireless | 10.99 |
| 29898 | 11/06/2014 | GENERAL FUND | Communication | Verizon Wireless | 10.98 |
| 29898 | 11/06/2014 | STREET FUND | Communication | Verizon Wireless | 10.98 |
| 29899 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Visa | 19.82 |
| 29899 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Visa | 48.28 |
| 29899 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Visa | 84.72 |
| 29899 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Visa | 56.58 |
| 29899 | 11/06/2014 | STREET FUND | Travel and Seminars | Visa | 56.58 |
| 29899 | 11/06/2014 | UTILITY WATER FUND | Travel and Seminars | Visa | 56.58 |
| 29899 | 11/06/2014 | UTILITY SEWER FUND | Travel and Seminars | Visa | 56.58 |

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| 29899 | 11/06/2014 | UTILITY GARBAGE FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 56.58 |
| 29899 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 187.92 |
| 29899 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 26.66 |
| 29899 | 11/06/2014 | GENERAL FUND | Bank Fees | Bank Fees | Bank Fees | 34.00 |
| 29900 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 76.13 |
| 29900 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 289.12 |
| 29901 | 11/06/2014 | UTILITY SEWER FUND | Miscellaneous | Miscellaneous | Miscellaneous | 49.25 |
| 29901 | 11/06/2014 | UTILITY WATER FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 5.19 |
| 29901 | 11/06/2014 | UTILITY WATER FUND | Miscellaneous | Miscellaneous | Miscellaneous | 1.50 |
| 29901 | 11/06/2014 | UTILITY SEWER FUND | Miscellaneous | Miscellaneous | Miscellaneous | 1.50 |
| 29901 | 11/06/2014 | STREET FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 106.28 |
| 29901 | 11/06/2014 | UTILITY WATER FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 365.00 |
| 29901 | 11/06/2014 | UTILITY WATER FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 106.28 |
| 29901 | 11/06/2014 | UTILITY SEWER FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 106.28 |
| 29901 | 11/06/2014 | UTILITY WATER FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 34.00 |
| 29902 | 11/06/2014 | GENERAL FUND | Operating Supply | Operating Supply | Operating Supply | 30.00 |
| 29902 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 17.06 |
| 29902 | 11/06/2014 | GENERAL FUND | Travel and Seminars | Travel and Seminars | Travel and Seminars | 49.00 |
| 29903 | 11/06/2014 | GENERAL FUND | Bank Fees | Bank Fees | Bank Fees | 151.46 |
| 29904 | 11/06/2014 | UTILITY GARBAGE FUND | Travel and Seminars | Travel and Seminars | Kenneth Walker | 173,967.75 |
| 29905 | 11/06/2014 | UTILITY GARBAGE FUND | Capital Outlay - Equipment | Capital Outlay - Equipment | Western Peterbuilt Inc | 189.28 |
| 29905 | 11/06/2014 | UTILITY GARBAGE FUND | Capital Outlay - Equipment | Capital Outlay - Equipment | Western Systems & Fabrication | 162,551.98 |
| 29906 | 11/06/2014 | TIMBER RIDGE SETTLEMENT FUND | Capital Outlay - Equipment | Capital Outlay - Equipment | Western Systems & Fabrication | 11,619.21 |
| 29907 | 11/06/2014 | STREET IMPROVEMENT FUND | Professional - Legal | Professional - Legal | WH Pacific | 4,469.51 |
| 29908 | 11/06/2014 | COMMUNITY IMPROVEMENT FUND | Sultan River Bridge Project | Sultan River Bridge Project | WH Pacific | 2,237.50 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | Operating Supplies | Operating Supplies | WH Pacific | 61.65 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 55.71 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 34.09 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 0.97 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 58.52 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 54.20 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 28.85 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 10.09 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 97.82 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 48.03 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 2.91 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 206.98 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 193.04 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 98.28 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 30.20 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 38.10 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | L&I Payable | Department of Labor & Industries | 16.08 |

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| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 4.38 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 1.20 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 68.10 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 55.09 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 41.10 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 10.91 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 115.86 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 56.79 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 15.81 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 4.13 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 242.46 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 196.48 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 143.81 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 32.62 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 45.12 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 17.25 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 5.21 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 1.55 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 66.17 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 54.10 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 42.80 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 8.24 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 138.81 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 60.03 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 18.95 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 5.07 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 235.02 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 192.43 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 150.33 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 23.35 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 39.05 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 14.75 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 254.08 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 215.29 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 130.50 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 33.59 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 16.63 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 3.95 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 2.16 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 59.67 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 36.89 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 10.50 |

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| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 119.85 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 59.03 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 70.38 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 37.43 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 14.12 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 4.11 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 1.74 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 56.96 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 53.92 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 38.18 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 8.44 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 116.77 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 48.84 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 14.87 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 200.93 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 192.18 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 133.34 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 24.10 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 38.41 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 15.89 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 3.96 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 2.24 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 56.59 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 52.15 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 36.21 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 10.80 |
| 29909 | 10/31/2014 | GENERAL FUND | L&I Payable | Department of Labor & Industries | 116.78 |
| 29909 | 10/31/2014 | STREET FUND | L&I Payable | Department of Labor & Industries | 55.51 |
| 29909 | 10/31/2014 | CEMETERY FUND | L&I Payable | Department of Labor & Industries | 14.36 |
| 29909 | 10/31/2014 | BUILDING MAINTENANCE FUND | L&I Payable | Department of Labor & Industries | 7.77 |
| 29909 | 10/31/2014 | UTILITY WATER FUND | L&I Payable | Department of Labor & Industries | 199.93 |
| 29909 | 10/31/2014 | UTILITY SEWER FUND | L&I Payable | Department of Labor & Industries | 185.80 |
| 29909 | 10/31/2014 | UTILITY GARBAGE FUND | L&I Payable | Department of Labor & Industries | 126.23 |
| 29909 | 10/31/2014 | STORMWATER UTILITY FUND | L&I Payable | Department of Labor & Industries | 33.21 |
| 29910 | 10/31/2014 | GENERAL FUND | Employment Security Payable | Employment Security Department | 585.08 |
| 29910 | 10/31/2014 | STREET FUND | Employment Security Payable | Employment Security Department | 150.84 |
| 29910 | 10/31/2014 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 23.79 |
| 29910 | 10/31/2014 | UTILITY WATER FUND | Employment Security Payable | Employment Security Department | 634.20 |
| 29910 | 10/31/2014 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 0.22 |
| 29910 | 10/31/2014 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 0.30 |
| 29910 | 10/31/2014 | STREET FUND | Employment Security Payable | Employment Security Department | 1.53 |
| 29910 | 10/31/2014 | GENERAL FUND | Employment Security Payable | Employment Security Department | 3.37 |

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| 29910 | 10/31/2014 | STORMWATER UTILITY FUND | Employment Security Payable | Employment Security Department | 1.72 |
| 29910 | 10/31/2014 | GENERAL FUND | Employment Security Payable | Employment Security Department | 5.38 |
| 29910 | 10/31/2014 | STREET FUND | Employment Security Payable | Employment Security Department | 1.41 |
| 29910 | 10/31/2014 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 0.25 |
| 29910 | 10/31/2014 | BUILDING MAINTENANCE FUND | Employment Security Payable | Employment Security Department | 0.26 |
| 29910 | 10/31/2014 | UTILITY WATER FUND | Employment Security Payable | Employment Security Department | 6.47 |
| 29910 | 10/31/2014 | UTILITY SEWER FUND | Employment Security Payable | Employment Security Department | 5.66 |
| 29910 | 10/31/2014 | UTILITY GARBAGE FUND | Employment Security Payable | Employment Security Department | 3.08 |
| 29910 | 10/31/2014 | STORMWATER UTILITY FUND | Employment Security Payable | Employment Security Department | 1.73 |
| 29910 | 10/31/2014 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 0.22 |
| 29910 | 10/31/2014 | CEMETERY FUND | Employment Security Payable | Employment Security Department | 0.22 |

506,747.47

**CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent: C 4

DATE: November 6, 2014

SUBJECT: Adoption of Ordinance 1203-14 Setting the tax levy for the 2015 Property Taxes

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

ISSUE:

The issue before the Council is to the adoption of Ordinance 1203-14 (Attachment A) which sets the property tax levy for the 2015. A public hearing was held during the October 23, 2014 Council meeting.

SUMMARY:

In accordance with RCW 84.55.120, a taxing district with regular levies must hold a public hearing on the proposed increase and use of property tax funds. The ordinance must be adopted and filed with the County on or before November 30th.

Based on the levy calculation for the City's estimated 2015 assessed value of \$326,822,644 the levy rate would be \$1.46 per thousand of assessed property value which is below the statutory limit for the city. The maximum amount allowed under state law for the City is broken down as follows:

| | |
|-----------------------|-------------------------------------|
| Statutory Levy Rate | \$3.60 per \$1000 of assessed value |
| Less Fire District | -\$1.50 |
| Less Library District | -\$.50 |
| City maximum | <u>\$1.60</u> |

Ordinance 1203-14 sets the regular property tax levy for 2015 with the amount to be assessed for collection at \$550,000. Based on the \$1.60 per thousand, the amount the city can collect in 2015 is \$542,428.54. The difference allows the County to collect the full amount the City is entitled to based on the final assessed value calculated in late December.

Banked capacity can be used in those years that the levy rate drops below \$1.60 per thousand. For 2015, the City will use part of the bank capacity to levy the property tax at \$1.60 per thousand. The calculated increase will be 12% for an increase of \$58,078.

The average house worth \$200,000 will pay \$320 in taxes to the City in 2015.

The proposed distribution of taxes for 2015 will be:

| PROPERTY TAX | GENERAL FUND 001 | STREET FUND 101 | GO COM. CENTER FUND 203 | Total Regular Property Tax | GO POLICE BOND FUND 205 |
|--------------|------------------|-----------------|-------------------------|----------------------------|-------------------------|
| | 0.746217 | 0.053000 | 0.200783 | 1.000000 | 100.00 |
| 542,429 | 404,769 | 28,749 | 108,910 | 542,429 | 31,673 |

Attachments: A. Ordinance 1203-14 – 2015 Property Tax Levy

**CITY OF SULTAN
SULTAN WASHINGTON
ORDINANCE 1203-14**

AN ORDINANCE OF THE CITY OF SULTAN FIXING THE AMOUNT
OF TAXES TO BE LEVIED ON TAXABLE PROPERTY WITHIN THE
CITY OF SULTAN FOR THE YEAR 2015

WHEREAS, the City of Sultan has met and considered its budget for the calendar year 2015;
and

WHEREAS, the City Council of the City of Sultan after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Sultan requires a regular levy in the amount of \$550,000, which is a increase in property tax revenue from the previous year, based on amounts resulting from the increase in assessed values, addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the district and in its best interest; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULTAN

Section 1 Tax: That an increase in the regular property tax levy is hereby authorized for the 2015 levy in amount of \$50,078 which is a percentage increase of 12% from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

Section 2 Severability: If any provisions of this ordinance or its application to any person or circumstance are held invalid, the remainder of the ordinance or applications of the provisions of the ordinance to other person or circumstances is not affected.

Section 3 Effective Date: This ordinance shall be in full force and effect five days after publication as required by law.

REGULARLY ADOPTED this day of 6th day of November, 2014.

Carolyn Eslick, Mayor

Attest:

Laura J. Koenig, City Clerk

Approved as to form:

Danielle Evans, City Attorney

Published:

**CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 5

DATE: November 6, 2014

SUBJECT: Adoption of Ordinance 1204-14 setting the tax levy for 2015 for the 2004 GO Police Bond

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

The issue before the Council is the adoption of Ordinance 1204-14 (Attachment A) which sets the 2015 tax levy for the 2004 General Obligation Police Bond. The amount of the levy for 2015 is \$31,673.

SUMMARY:

In 2004 the City issued bonds to pay for the 800 MHz communication system and for capital improvements to the Police Station. The ordinance setting the annual levy amount for the bond payments is adopted as part of the budget process. This was a 20-year bond issue with average payments of \$31,000 per year. Additional property taxes are levied annually to cover the cost of the bonds. The average cost per household is \$19.25 per year.

203 POLICE GO BOND FUND

REVENUES

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|------------------------|----------------|----------------|----------------|-----------------|------------------|
| 205-000-308-80-000 | Beginning Fund Balance | 24,763 | 25,909 | 22,632 | 0 | 0 |
| 205-000-311-11-000 | Property Tax | 30,948 | 25,877 | 29,538 | 32,523 | 31,673 |
| 205-000-361-11-000 | Investment Interest | 37 | 107 | 97 | 305 | 305 |
| | | 55,749 | 51,894 | 52,267 | 32,828 | 31,978 |

EXPENDITURES

| Account | Description | 2011 Actual | 2012 Actual | 2013 Actual | 2014 Adopted | 2015 Proposed |
|--------------------|--------------------------|----------------|----------------|----------------|-----------------|------------------|
| 205-205-514-20-410 | Professional Services | 302 | 302 | 302 | 305 | 305 |
| 205-205-591-21-700 | Bond Payment - Principal | 15,000 | 15,000 | 20,000 | 20,000 | 20,000 |
| 205-205-592-21-800 | Bond Payment - Interest | 14,538 | 13,960 | 13,353 | 12,523 | 11,673 |
| | | 29,839 | 29,262 | 33,655 | 32,828 | 31,978 |
| 508-80-000 | Ending Fund Balance | 25,909 | 22,632 | 18,612 | 0 | 0 |

STAFF RECOMMENDATION

Adoption of Ordinance 1204-14 setting the 2015 Tax Levy for the General Obligation Police bond.

Attachments: A. Ordinance 1204-14 Police bond Levy

CITY OF SULTAN
SULTAN WASHINGTON

ORDINANCE 1204-14

AN ORDINANCE OF THE CITY OF SULTAN FIXING THE AMOUNT
OF TAXES TO BE LEVIED FOR THE GENERAL OBLIGATION BONDS
AS APPROVED BY THE VOTERS ON TAXABLE PROPERTY WITHIN
THE CITY OF SULTAN FOR THE YEAR 2015

WHEREAS, Proposition No. 1 Emergency Radio System and Health and Safety Bonds was approved by the voters on September 14, 2004, and

WHEREAS, that election allowed bonds to be issued and a regular property tax to be levied each year for a maximum term of 20 years, and

WHEREAS, the bonds have been issued and taxes need to be collected, now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULTAN that Snohomish County tax the City's taxpayers for the year 2015 for a total of Thirty one thousand six hundred seventy three dollars and 00/100 (\$31,673) so as to cause collection of these funds to cover the cost of the required bond debt service payments.

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

REGULARLY ADOPTED this 6th day of November 2014.

Carolyn Eslick, Mayor

Attest:

Laura J. Koenig, City Clerk

Approved as to form:

Danielle Evans, City Attorney

Adopted:
Published:

CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM: A-1
DATE: November 6, 2014
SUBJECT: Community Development Block Grant (CDBG) Grant
CONTACT PERSON: Donna Murphy Grants Coordinator



ISSUE:

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

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

STAFF RECOMMENDATION:

Motion to direct staff to apply for two Snohomish County CDBG Grants as described above.

SUMMARY STATEMENT:

CDBG called for grant proposals for the 2015 cycle for Public Facilities and Infrastructure Projects. The two projects staff is recommending the City apply for are:

1. **CIP WM5: 135th St. SE 8-inch Water Main.** Construct approximately 750 lineal feet of a new 8-inch ductile iron water line and three services on 135th Street SE (Wisteria) between 4th Street and Gohr Road.
2. **CIP WM20: Gohr Road 4-inch Water Main Replacement.** Replace approximately 500 lineal feet of existing 4-inch asbestos cement main in Gohr Road with an 8-inch ductile iron water main and three services.

Preliminary design and construction costs were estimated using the 2011 Water System Plan data. The estimated cost for water main design and construction for the 135th Street SE project is \$124,000 and \$102,000 on Gohr Road.

FISCAL IMPACTS:

There is no match requirement on this grant program; however, the City's Water Enterprise Funds may be needed to pay for any additional cost above the grant funds awarded.

RECOMMENDED ACTION:

Direct staff to apply for two Snohomish County CDBG grants .

CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM: A-1
DATE: November 6, 2014
SUBJECT: Community Development Block Grant (CDBG) Grant
CONTACT PERSON: Donna Murphy Grants Coordinator



ISSUE:

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

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

STAFF RECOMMENDATION:

Motion to direct staff to apply for two Snohomish County CDBG Grants as described above.

SUMMARY STATEMENT:

CDBG called for grant proposals for the 2015 cycle for Public Facilities and Infrastructure Projects. The two projects staff is recommending the City apply for are:

1. **CIP WM5: 135th St. SE 8-inch Water Main.** Construct approximately 750 lineal feet of a new 8-inch ductile iron water line and three services on 135th Street SE (Wisteria) between 4th Street and Gohr Road.
2. **CIP WM20: Gohr Road 4-inch Water Main Replacement.** Replace approximately 500 lineal feet of existing 4-inch asbestos cement main in Gohr Road with an 8-inch ductile iron water main and three services.

Preliminary design and construction costs were estimated using the 2011 Water System Plan data. The estimated cost for water main design and construction for the 135th Street SE project is \$124,000 and \$102,000 on Gohr Road.

FISCAL IMPACT:

There is no match requirement on this grant program; however, staff is recommending a \$30,000 match on the 135th Street SE Project and a \$25,000 match on the Gohr Road Project. This will provide more leverage for the City to receive a higher score. If funded, the matching funds will come out of the 2015 Public Works Proposed Water Capital Funds.

RECOMMENDED ACTION: Direct staff to apply for two Snohomish County CDBG grants .

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2
DATE: November 6, 2014
SUBJECT: WHPacific, Inc. Supplemental Agreement No. 3 for Professional Services – Sultan River Pedestrian/Bicycle Bridge Design
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director 

ISSUE:

The issue before the council is to authorize the Mayor to sign Supplemental Agreement Number 3 (Attachment A) with WHPacific Inc. (WHP) to extend the contract completion date from December 31, 2014 to December 31, 2015.

STAFF RECOMMENDATION:

Authorize the Mayor to sign Supplemental Agreement Number 3 with WHPacific Inc. to extend the contract completion date from December 31, 2014 to December 31, 2015.

SUMMARY:

The City of Sultan received grant funding for the design of a pedestrian/bicycle bridge over the Sultan River, to be located north of the existing WSDOT Bridge. The City received the following grants:

| Grant Source | |
|---------------------------|------------------|
| Legislative Proviso | \$100,000 |
| State Transportation Plan | \$417,229 |
| Total | \$517,229 |

City staff invited seven engineering consulting firms to prepare a Statement of Qualifications. Six consulting firms responded. The firms in alphabetical order were:

- AHBL, Inc.
- Gray & Osborne
- Parametrix
- RH2 Engineering
- Skillings Connolly
- WHPacific, Inc.

Staff developed a rating sheet with the assistance of Sam Schuyler (WSDOT Local Agency Engineer). As this is a federally funded project and WSDOT is the City of Sultan's Certified Agent, Mr. Schuyler was required to be a key member in the consultant selection process.

City staff, four Council members, and Mr. Schuyler rated the Statements of Qualifications and the three top firms (Parametrix, Skillings Connolly, and WHPacific) were selected for interviews. The three finalists were then interviewed by Mick Matheson, Ken Walker, and Sam Schuyler. WHPacific was the unanimous choice.

Council authorized the Mayor to sign the original contract (Attachment C) on October 25, 2012 to authorize proceeding with surveying the Sultan River while the river level was low, and preparing an Area of Potential Effects (APE) Plan.

Supplemental Agreement Number 1 authorized engineering design and planning services for the Alternative Analysis/Preliminary design of a new Pedestrian and Bicycle Bridge over the Sultan River upstream of the existing US2 Bridge. This preliminary design task included preparation of an Alternatives Analysis, with a recommendation for final design.

The scope of work associated with Supplemental Agreement 1 was comprised of the following:

- Project Management and Administration
- Data Collection and Review
- Agency Coordination (Property Owners and Permitting Agencies)
- Topographic Field Surveys and Base Mapping Uplands
- Topographic Field Surveys and Base Mapping Sultan River
- Boundary and Rights of Way Retracement Survey
- Property Encumbrance Investigation
- Annexation Description
- Alternatives Analysis
- Preliminary Engineering Report
- Cost Estimate
- Preliminary Improvement Plans
- Storm Drainage Preliminary Design
- Bridge Type Alternative Analysis
- Utility Relocation Report
- Summary of Public Involvement Process
- Environmental Summary Report of Alternative Alignments
- Geotechnical Engineering Report
- Environmental Planning
- Coordination with Fish and Wildlife on Property Ownership Issues
- National Environmental Policy Act Documentation Cultural and Historic Resources
- Endangered Species Act and Essential Fish Habitat Documentation
- Wetland and Ordinary High Water Mark Delineation and Reporting
- Permitting and Regulatory Assistance
- Hydrology and Hydraulics Report
- Structural Alternatives Analysis
- Structural Support

These tasks have been completed. WHPacific prepared seven different bridge alignment alternatives. Key design elements included:

- Convenient, efficient, and safe access across the Sultan River
- Floodway impact
- Future US2 Expansion
- Minimize Impact to Sensitive Areas

- Impact to Parks Property
- ADA Accessibility
- Cost
- Overhead Existing Utilities
- Underground Existing Utilites
- Soils
- Water and sewer connections

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

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

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

FISCAL IMPACT:

Supplemental Agreement Number 3 only extends the contract duration. The fee is not impacted.

It is critically important that the contract be extended because the City cannot be reimbursed for any expenditure related to the design if the work performed occurred after the contract expiration.

ALTERNATIVES:

1. Authorize the Mayor to sign Supplemental Agreement Number 3 (Attachment A) to extend the contract duration a year from December 31, 2014 to December 31, 2015.
2. Do not authorize the Mayor to sign Supplemental Agreement Number 3 with WHPacific Inc. and direct staff to areas of concern.

RECOMMENDED ACTION:

Authorize the Mayor to sign Supplemental Agreement Number 3 with WHPacific Inc. to extend contract completion date from December 31, 2014 to December 31, 2015.il.

ATTACHMENTS:

| | |
|---------------|--|
| Attachment A: | Supplemental Agreement Number 3 |
| Attachment B: | Supplemental Agreement Number 2 |
| Attachment C: | Supplemental Agreement Number 1 |
| Attachment D: | Local Agency Standard Consultant Agreement |



| | | | |
|---|--|--|-------------------------------|
| Supplemental Agreement Number 3 | | Organization and Address WHPacific, Inc. 12100 NE 195th Street, Suite 300 Bothell, WA 98011 | |
| Original Agreement Number 1 | | Phone: 425-951-4800 | |
| Project Number HLP-0002(833)(834) | | Execution Date | Completion Date 12/31/2015 |
| Project Title Sultan River Pedestrian/Bike Bridge Design | | New Maximum Amount Payable \$ 651,750.00 | |
| Description of Work Final Design per Exhibit A-1, Scope of Work. | | | |

The Local Agency of City of Sultan
 desires to supplement the agreement entered into with WHPacific, Inc.
 and executed on 10/26/2012 and identified as Agreement No. 1

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Change completion date to 12/31/2015

III

Section V, PAYMENT, shall be amended as follows:

No change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Marc Servizi


 Consultant Signature

By: _____

Approving Authority Signature

_____ Date

**Exhibit A-1
Supplement #2
Scope of Work
Phase 2 - Final Design – Alternative Alignment #6
September 2013**

**City of Sultan/WHPacific
Sultan River Pedestrian/Bicycle Bridge Project**

The work to be accomplished under this Supplement will be for WHPacific (CONSULTANT) to provide engineering services to the City of Sultan (CITY) for the design plans (60, 90, 100%), Specifications, and Estimate (PS&E) of a Pedestrian and Bicycle Bridge over the Sultan River, upstream of the existing US2 Bridge.

The Final Design will be based on Alternative #6 as selected by the City. Alternative #6 is an eight (8) span concrete girder bridge over the Sultan River with connection over the existing lift station to US2 walkway and Main Street.

The design will comply with the following requirements:

- The City of Sultan Standards
- Washington State Department of Transportation Local Agency Guidelines and Design Manuals
- AASHTO LRFD Bridge Design Specifications, 6th Edition, with latest interim revisions (AASHTO LRFD)
- AASHTO LRFD Guide Specifications for the design of pedestrian bridges
- ADA Standards for Accessible Design
- MUTCD
- AASHTO design standards.

Specific design criteria for this bridge include the following:"

- Live Load: 90 psf
- Typical Bridge Section:
 - 10'-0" Walking Surface
 - 11'-0" Out to Out
- 14'-0" Clearance under ramp through parking area and boat launch
- Hydraulic Clearance: 3'-0" above the 100 year flood level. (Elevation 118.4)
- Design Code: AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, December 2009

The bridge will also be designed to support utilities:

- 12" Water Main (City)
- 12" Force Main Sewer (City)
- Electrical (City)
- Communications (City and Frontier)

Other project improvements will include:

- Storm drainage
- 12" Water main
- 12" Sewer force main
- Parking lot reconfiguration
- Wetland mitigation
- Site grading
- Landscaping

- Illumination

The final design work is expected to be completed within 10 months of Notice to Proceed.

The CONSULTANT and CITY have prepared the following detailed scope of work.

1.0 Project Management and Administration - WHPacific

The CONSULTANT will provide contract management and administration services for the project, to include: developing and maintaining project scope and budget, liaison with CITY staff, and preparing monthly narrative progress reports and invoices for 10 months based on starting in Sept 2013 through June 2014.

The CONSULTANT will prepare for and attend project coordination meetings, provide information for up to two (2) CITY staff coordination meetings, and respond to public concerns through communication with CITY staff. The CONSULTANT will attend up to ten (10) project coordination meetings with the CITY staff to review schedule, budget, status of designs and plan review comments. The CONSULTANT will prepare Agendas and meeting notes and distribute to participants.

The CONSULTANT will prepare sub-CONSULTANT agreements and manage all SUB-CONSULTANTS, including all correspondence, direction, meetings, scheduling, sub-CONSULTANT agreements, collection and review of reports. CONSULTANT will be the liaison between the CITY and SUB-CONSULTANTS.

The CONSULTANT will complete a quality control check prior to submitting work for the CITY's review. A quality control check will be used to confirm that the design work follows CITY and LAG Manual standards and that the work is professional quality meeting industry standards. The quality control check will include review of engineering, drafting and clerical errors or omissions.

Deliverables:

- Monthly Progress Reports/Invoices
- Project Coordination Meeting Agendas and Notes

2.0 Agency Coordination - WHPacific

The CONSULTANT will coordinate with Permitting Agencies and Property Owners to facilitate and finalize project Permitting.

Property Owners

Entities that own lands in the project area include:

- Washington Department of Transportation (WSDOT) for grading and right-of-way use.
- Washington Department of Natural Resources (WADNR) for 99 year land use permit.
- Washington Department of Fish and Wildlife (WDFW) for property exchange.

CONSULTANT will coordinate with each of the property management officials to finalize project permitting and attend up to three (3) meetings. We assume one meeting for each of WSDOT, WADNR, WDFW. We will determine restrictions, allowable uses, time frames and conditions of use regarding each of these properties.

Assumptions

- CITY will commence annexation procedures for the "County doughnut hole" on the east side of the River. We are not including service to coordinate with Snohomish County, as the scope of work was completed in Phase 1 to prepare the legal description for annexation.

Deliverables

- Meeting agendas
- Meeting minutes

Funding

The CONSULTANT will assist the CITY to acquire funding for construction of this project. This work includes the preparation of grant applications and presentations to funding agencies. For budgeting purposes we have assumed 40 hours for this work.

Deliverables

- Grant application

3.0 Topographic Field Surveys and Base Mapping

3.1 Topographic Field Surveys and Base Mapping

The CONSULTANT will perform survey where additional detail information is needed for design development and verification. This will include additional topographic surveying of the dirt piles under and south of the bridge. Survey will also be performed to stake pier locations to check placement and verify grading transitions and utility conflicts.

4.0 Geotechnical Engineering Report – Robinson Noble, Inc

The CONSULTANT will complete two (2) borings at the main piers to approximately 80 feet. The borings will be completed with a mud-rotary drilling rig. The mud-rotary rig will be used to allow control of the hydrostatic pressures during sampling. The mud and soil will be placed in 55-gal drums and removed from the site. Washington State Department of Archeology and Historic Preservation approval of the Area of Potential Effects (see Task 5) must be completed for the exploratory borings to commence.

We will attempt the borings with the less expensive mud rotary drill method. This is one of the typical drilling techniques used on exploratory projects in the area. If this method proves to be not effective because of the cobbles and boulders encountered at depth, a more expensive top-down drill rig will be retained. We have included in this budget a \$5,000 contingency because we may have to change to a different drill rig and/or additional drilling depths may be required because of refusal on cobbles.

The CONSULTANT will also arrange for underground utility locates (“call before you dig”) prior to performing field activities. The exploratory borings will be located along the proposed bridge alignments. It is assumed that the CITY will obtain permission to enter private property for all exploratory borings located beyond the public right-of-way.

A geologist or geotechnical engineer will supervise the explorations, obtain soil samples from the borings, and prepare field logs of conditions encountered in the explorations. Soil samples will be obtained from the exploratory borings on about a 2½- or 5- foot depth interval using the Standard Penetration Test (SPT) procedure, and returned to our laboratory for further examination and classification. Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of the final report. After that date, the soil samples will be disposed of unless arrangements are made to retain them. Piezometers will not be installed to monitor groundwater levels; however, groundwater levels will be noted at the time of drilling. Upon completion of sampling and logging, the borings will be backfilled in accordance with the applicable sections of WAC 173-160.

The CONSULTANT will complete a limited geotechnical laboratory testing program consisting of natural moisture content and grain-size determinations on selected soil samples to aid in classifying the site soils. Information from the field investigation and laboratory testing program will be analyzed by a geotechnical engineer from Robinson Noble Inc. to develop geotechnical engineering conclusions and recommendations for design and construction of the proposed improvements. The results of the field explorations, laboratory testing, engineering analyses, and geotechnical engineering conclusions and recommendations will be included in the draft geotechnical report for review.

Deliverables

- A site plan showing the locations of the explorations completed for this study (WHPacific will provide a base map in AutoCAD format).
- Results of laboratory testing and logs of the exploratory borings.
- Adjust the recommended soil parameters based on our findings, if needed.
- Include new information in a draft report.
- Finalize geotechnical report (included in original agreement)

Assumptions

Additional borings will be required in the other shaft locations prior to obtaining bids from the contractor. At this point, an additional Five (5) borings will be required at a later date. The additional geotechnical information will assist the contractor in understanding the subsurface soils at depth, therefore, they can make sure the appropriate equipment is included in their bids.

5.0 Hydrology and Hydraulics Report – Anchor QEA

Anchor QEA will prepare the Final Hydraulics Report based on Final Bridge design. This work includes coordination with WSDOT to remove fill from under bridge and replace it with scour protection design of existing footings.

WHPacific will prepare plan preparation for scour protection based on design by Anchor QEA

Deliverables

- Final Hydraulics Report
- Design of footing scour protection.

6.0 Prepare 60% Design

Based on the CITY's selected bridge alternative, Alternative 6, the CONSULTANT will develop project designs and plans to the sixty (60) percent complete stage and submit them to the CITY for review. The CONSULTANT will submit the following documents for review at the sixty (60) percent complete stage:

1. Design Plans that consist of a cover sheet/vicinity map, typical pedestrian/bike path sections, pedestrian/bike path plan and profile sheets, drainage details, erosion control plan, bridge plan and elevation, bridge typical section and bridge pier geometry.
2. Plans for grading in and around the existing lift station. Retaining wall plans and profiles.
3. Coordinate with RH2 for electrical box placement, maintenance access, modification of sewer vault.
4. Plans will be at a horizontal scale of one inch equals twenty (20) feet (1"=20') and a vertical scale of one inch equals five (5) feet (1"=5'). Bridge plans will contain details at a scale large enough to be clearly read and fit on plan sheets. Civil 3D CADD software will be used for project plans.

The following is an estimated plan sheet count:

| Number Sheets | Description |
|---------------|--------------------------------------|
| 1 | Cover Sheet / Vicinity Map / Index |
| 1 | Summary of Quantities |
| 1 | Legend and General Notes |
| 1 | Typical Section and Details |
| 3 | Plan and Profile |
| 3 | Sewer Plan |
| 1 | Sewer Details |
| 2 | Water Plan |
| 2 | Water Details |
| 1 | Plan and Detail (Media Filter Drain) |
| 1 | Storm Drainage Details |
| 1 | Illumination and Signing Plan |
| 1 | Illumination and Signing Details |
| 2 | Erosion Control Plan |
| 1 | Erosion Control Details |
| 2 | Utility Relocation Plan and Profile |
| 2 | Miscellaneous Details |
| 15 | Bridge Plans, per Structural Scope |
| 41 | Total |

5. Storm drainage memo that discusses existing and proposed site conditions, methodology and design criteria.
6. Construction cost estimate that summarizes bid items, quantities and the estimated costs associated with the completion of the proposed improvements.
7. Specifications including project specific special provisions and relevant WSDOT General Special Provisions to specify work not covered in the Standard Specifications. Specifications will follow the 2012 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction. The CONSULTANT will add CITY bid documents, prevailing wage rates, and applicable standard plans. The CITY will provide boiler plate specifications and contract provisions for the project. required for use in the specifications. The CONSULTANT will coordinate with the CITY to revise and/or include other documents needed for approval to advertise the project for bid. Specifications will be prepared in Microsoft Word format.
8. Storm Water Pollution Prevention Plan (SWPPP) will be included in the appendix of the Specifications for the project.

Deliverables:

- One (1) electronic copy of 60% plans
- One (1) hard copy and one (1) electronic copy of storm drainage report
- One (1) electronic copy of construction cost estimate
-

90% Design

The CITY will provide the CONSULTANT with one set of "redline" review comments of the 60% plans, construction cost estimate and specifications. Based on the CITY's review comments, the CONSULTANT will develop construction drawings, specifications and construction cost estimate to the ninety (90) percent complete stage and submit to the CITY for review. The CONSULTANT will submit the following documents for review at the ninety (90) percent complete stage:

1. Pedestrian/bike plans will be at a horizontal scale of one inch equals twenty (20) feet (1"=20') and a vertical scale of one inch equals five (5) feet (1"=5'). Bridge plans will contain details at a scale large enough to be clearly read and fit plan sheets.
2. Construction cost estimate that contains bid items, quantities and the estimated costs associated with the construction of the proposed improvements.
3. Specifications according to CITY procedures that cover bid items associated with the construction of the proposed improvements.

Deliverables:

- One (1) electronic copy of 90% plans
- One (1) electronic copy of construction cost estimate
- One (1) electronic copy of special provisions
- One (1) electronic copy of environmental impact information

7.0 – Final Design (100%)

The CITY will provide the CONSULTANT with one set of "redline" review comments of the 90% plans, construction cost estimate and specifications. Based on the CITY's review comments, the CONSULTANT will develop 100% construction documents and submit to the CITY. One last review of the 100% plans will be conducted by the CITY after submittal. Upon completion of the final design review and comments resolution, the final 100% documents will be submitted to the CITY.

1. Plan sheets developed for the 90% submittal will be enhanced to the 100% stage with such provision and in such detail to permit convenient layout in the field for construction as is typical for CITY road and bridge projects. Plans will contain all details necessary for construction of the proposed improvements. Plans will be prepared to CITY CADD Standards.
2. Construction cost estimate that contains bid items, quantities and the estimated costs associated with the construction of the proposed improvements.
3. Specifications according to CITY procedures that cover bid items associated with the construction of the proposed improvements.

4. Design calculations for proposed improvements.

The CITY will distribute contract documents to prospective bidders and plan holders. The CITY will supply information to prospective bidders regarding design and prepare addenda as necessary during the bidding period.

Deliverables:

- One (1) electronic copy of 100% project plans
- One (1) electronic copy of 100% specifications
- One (1) electronic copy of 100% construction cost estimate
- One (1) hard copy of stamped and signed final plans on CITY-approved standard 22-inch by 34-inch mylar
- One (1) hard copy of stamped and signed final project plans on half size (11"x17") paper
- One (1) electronic copy of stamped and signed final project plans in PDF format
- One (1) hard copy and one (1) electronic copy of final design specifications for the CITY's use in assembling the complete Special Provisions
- One (1) hard copy and one (1) electronic copy of final engineer's construction cost estimate
- One (1) hard copy of design calculations on 8.5-inch by 11-inch paper

8.0 Structural Engineering – Shearer Design LLC

8.01 Structural Design

The CONSULTANT will prepare structural designs and plans for the new pedestrian bridge including the; bridge river span, approach spans and retaining walls based on the findings and recommendations from the Preliminary Engineering Report. *Shearer Design* will perform the necessary engineering and drafting for the bridge at the "60%", "90%", and "Final" PS&E" levels.

Drawing Content

Anticipated structural drawings for the plan set to cover the following areas:

- Bridge Plan and Elevation
- Foundation Layout
- Abutment Plan and Elevation
- Abutment & Wingwalls
- Drilled shaft details
- Abutment Sections
- Framing Plan
- Typical Sections
- Bearing Details
- Girder Details
- Deck Reinforcing Details
- Diaphragms
- Drainage Details
- Utility Hangers
- Bridge Railing

8.02 Bridge Load Rating

The CONSULTANT shall provide a load rating analysis for the new bridge that complies with the WSDOT Bridge Design Manual Chapter 13, Bridge Load Rating. A copy of the analysis will be provided to the CITY for future use in evaluating overload permits.

Deliverables:

Page | 7

1. Two (2) hard copies and one (1) electronic copy of the load rating report
2. One (1) hard copy and one (1) electronic copy of load rating calculations and input file for structural analysis software.

9.0 Franchise Utilities

The CONSULTANT will coordinate with all utilities located within the project site to determine potential utility conflicts with the planned improvements, coordinate the pothole program, modify design where possible, and coordinate utility relocation. Due to the uncertainty inherent in coordinating utility relocations, additional work beyond what is estimated for this task may be required. Any additional effort needed will be considered Optional Services to this contract. Specific tasks for utility coordination are described below:

- Snohomish PUD, Frontier, and Comcast for utility coordination.

9.1 Utility Conflict Plan. Identify potential utility conflicts and determine if conflict resolution requires a design change or utility relocation. Prepare utility conflict resolution spreadsheet.

9.2 Pothole Coordination. Develop Pothole Location Map and coordinate all necessary pothole work to determine actual conflict locations with the CITY and utility owners. The CONSULTANT will survey pothole locations (horizontal and vertical) and add the information to the base map.

Potholing is not included in this scope of work but it is assumed will be completed by the utility companies. The resulting pothole information will be shown on the plan and profile sheets.

9.3 Utility Conflict Resolution. Upon determination of actual conflicts (post-pothole), coordinate with utilities to provide notice, discussion and resolution of all conflicts.

10.0 Utility Coordination – Roduin Consulting Group LLC

Utility Coordination Meetings. The CONSULTANT will plan for and facilitate utility coordination meetings. We anticipate Seven (7) meetings with CITY and Utility Owners:

- **Meeting 1** - Review preliminary plan of alternative 6. Meeting to confirm existing utility information shown on the base map, and review project schedule. One 3-hour meeting.
- **Meeting 2** - Review identified potential conflicts and potholing needs. One 3-hour meeting.
- **Meetings 3-6** - Review design options and conflict resolution with individual utilities. Four 2-hour meetings.
- **Meeting 7** - Review conflict resolutions. One 3-hour meeting.
 - Meetings will be held at WHPacific in Bothell.

11.0 Optional Services

Upon written approval by the CITY, the CONSULTANT will provide engineering services beyond this Scope of Work. Services may include additional meetings, adding additional or increasing the existing design tasks, right-of-way acquisition services, construction services, assisting the CITY with grant applications and presentations to funding agencies, or other work deemed necessary by the CITY. Such work will be specified in a written supplement to this agreement, which will establish the scope and costs.

*** END of Document ***



**Washington State
Department of Transportation**

| | | | |
|---|--|--|--------------------------------------|
| Supplemental Agreement Number <u>1</u> | | Organization and Address WHPacific 12100 NE 195th Street, Suite 300 Bothell, WA 98011 | |
| Original Agreement Number <u>1</u> | | Phone: 425-951-4800 | |
| Project Number <u>HLP-0002(833)</u> | | Execution Date | Completion Date <u>12/31/2014</u> |
| Project Title <u>Sultan River Pedestrian/Bike Bridge Design</u> | | New Maximum Amount Payable \$ 292,060.00 | |
| Description of Work <u>Preliminary bridge design and alternative analysis, per Exhibit A, Scope of Work.</u> | | | |

The Local Agency of City of Sultan
desires to supplement the agreement entered into with WHPacific
and executed on 10/26/2012 and identified as Agreement No. 1

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Adds services for preliminary bridge design and alternatives analysis. See attached Exhibit A.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change; remains as 12/31/2014

III

Section V, PAYMENT, shall be amended as follows:

Adds an additional \$284,060 to the contract. See attached Exhibit E-1.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: David Williams

By: _____

Consultant Signature

Approving Authority Signature

Date

**Exhibit A-1
Supplement #1
Scope of Work
Task: Preliminary Design/Alternative Analysis**

**City of Sultan/WHPacific
Sultan River Pedestrian/Bicycle Bridge Design**

The work to be accomplished under this Supplement will be for WHPacific (CONSULTANT) to provide engineering design and planning services to the City of Sultan (CITY) for the Alternative Analysis/Preliminary design of a Pedestrian and Bicycle Bridge over the Sultan River, upstream of the existing US2 Bridge. This preliminary design task will include preparation of an Alternative Analysis, with a recommendation for final design.

The Preliminary Design will be based on the requirements of the City of Sultan Standards, the Washington State Department of Transportation Local Agency Guidelines and Design Manuals, ADA Standards for Accessible Design, MUTCD, and AASHTO design standards.

The Preliminary Design/Alternative Analysis Task is expected to be completed within 4 1/2 months of Notice to Proceed (not sooner than end of March 2013) with the Environmental and Permitting sub-tasks performed by Anchor QEA LLC (referred hereafter as Anchor QEA) expected to be completed within 18 months of NTP (approx. May 2014).

Upon completion of this task, Scope and Fee for PS&E and Construction Management will be provided.

The CONSULTANT and CITY have prepared the following detailed scope of work.

1.0 Project Management and Administration - WHPacific

The CONSULTANT will provide contract management and administration services for the project, to include: developing and maintaining project scope and budget, liaison with CITY staff, and preparing monthly narrative progress reports and invoices for 4 months.

The CONSULTANT will prepare for and attend project coordination meetings, provide information for up to four (4) CITY staff coordination meetings, and respond to public concerns through communication with CITY staff. The CONSULTANT will attend up to four (4) monthly project coordination meetings with the CITY staff to review schedule, budget, status of designs and plan review comments. The CONSULTANT will prepare Agendas and meeting notes and distribute to participants.

The CONSULTANT will prepare sub-consultant agreements and manage all SUB-CONSULTANTS, including all correspondence, direction, meetings, scheduling, sub-consultant agreements, collection and review of reports. CONSULTANT will be the liaison between the CITY and SUB-CONSULTANTS.

The CONSULTANT will complete a quality control check prior to submitting work for the CITY's review. A quality control check will be used to confirm that the design work follows CITY and LAG Manual standards and that the work is professional quality meeting industry standards. The quality control check will include review of engineering, drafting and clerical errors or omissions.

The CONSULTANT is available to assist the CITY with grant applications and presentations to funding agencies as requested by the CITY. We are assuming the primary efforts associated with fund raising will be after the alignment is selected, so we are planning to provide this service during PS&E. However, if the CITY does request these services during the Alternative Analysis Task, this will be provided as OPTIONAL SERVICES.

The CONSULTANT will manage the project such that services in 2012 do not exceed \$40,000. Specific services to be provided will be reviewed with the City upon notice to proceed.

Deliverables:

- Monthly Progress Reports/Invoices
- Project Coordination Meeting Agendas and Notes

2.0 Data Collection and Review - WHPacific

The CONSULTANT will collect and review existing data pertinent to the project that is available from the CITY, WSDOT, WADNR, WSDFW, other agencies, franchise utilities, and appropriate sources. The data will include survey control data, right-of-way information, legal descriptions, topographic surveys, existing utility locations, planned utility locations, plans for other roadway improvements common to this project, planning documents, and previous reports and documents pertaining to the project corridor.

3.0 Agency Coordination - WHPacific

The CONSULTANT will coordinate with Agencies and Property Owners to facilitate project Permitting.

Property Owners

Entities that own lands in the project area include Washington Department of Transportation (WSDOT), Washington Department of Natural Resources (WADNR), Washington Department of Fish and Wildlife (WDFW), City of Sultan, Snohomish PUD, and one private owner.

CONSULTANT will obtain and review property information from the Title Reports. The CONSULTANT will coordinate with each of the property management officials and attend up to four (4) meetings. We are assuming one meeting for each of WSDOT, WADNR, WDFW and Snohomish PUD. We will obtain clarity on restrictions, allowable uses, time frames and conditions of use regarding each of these properties.

Permitting Agencies

CONSULTANT will coordinate with each of the permitting agencies. We will attend up to two (2) meetings. We are assuming one meeting with WSDOT, NW Region Development Services and one onsite regulatory agency meeting.

We will obtain clarity on permits required, allowable uses, time frames and conditions of permits regarding from each of these agencies.

CONSULTANT will identify Grading and R/W use permits required by WSDOT and the City of Sultan.

Assumptions

- City of Sultan will make initial contact with the private property owner, as needed.
- City of Sultan will commence annexation procedures for the "County doughnut hole" on the east side of the River. We are not including service to coordinate with Snohomish County.

Deliverables

- Meeting agendas
- Meeting minutes
- Findings will be presented in the Alternative Analysis Report.

Funding

CONSULTANT will prepare the project prospectus, local agency agreement and prospectus submittal checklist along with the supporting data (vicinity map, typical bridge section and cost estimate for design) for obligation of the \$417,229 Rural Federal Funds for PSRC project # SUL-7.

CONSULTANT will submit a draft submittal package to Local Programs for their review and concurrence. Once Local Programs has concurred, CONSULTANT will prepare a final submittal package for city signature.

The CONSULTANT is available to assist the CITY with other grant applications and presentations to funding agencies as requested by the CITY. We are assuming the primary efforts associated with fund raising will be after the alignment is selected, so we are planning to provide this service during PS&E. However, if the CITY does request these services during the Alternative Analysis Task, this will be provided as OPTIONAL SERVICES.

Deliverables

- Draft Local agency agreement and prospectus for Rural Funds
- 2 copies final Local Agency Agreement and prospectus for Rural Funds
- 2 copies supporting documentation package for Rural Funds

4.0 Topographic Field Surveys and Base Mapping

4.1 Topographic Field Surveys and Base Mapping Uplands

The CONSULTANT will perform a topographic survey for the area defined as follows:

Sportsman's Park, west side of River

- Snohomish County Tax Lot No. 00472100100100 comprising an area of 2.03 Acres, more or less.
- Snohomish County Tax Lot No. 27080600100500 comprising an area of 1.53 Acres, more or less.
- Snohomish County Tax Lot No. 00472100200400 comprising an area of 0.01 Acres, more or less.

Wastewater Treatment Plant –10 foot perimeter

- The South 60 feet of the East 10 feet of Snohomish County Tax Lot No. 00472100800100 comprising an area of 0.01 Acres, more or less.
- The East 10 feet and the South 10 feet of Snohomish County Tax Lot No. 00472100700100 comprising an area of 0.12 Acres, more or less.
- The South 10 feet of Snohomish County Tax Lot No. 00472100700500 comprising an area of 0.03 Acres, more or less.

Private property, East of River

- The Southerly 100 feet, more or less, of Snohomish County Tax Lot No. 27080600103900 comprising an area of 0.20 Acres, more or less.

Sultan River Park, East side of River.

- The South half of Snohomish County Tax Lot No. 00571200101001 comprising an area of 0.14 Acres, more or less.
- Snohomish County Tax Lot No. 00571200100100 lying southerly of the public alley, comprising an area of 0.85 Acres, more or less.

Public Right of Ways

- 300 feet of Albion Street, 0.41 Acres.
- 50 feet of Marcus Street, 0.07 Acres.
- 200 feet of First Avenue and 200 feet Main Street; from the intersection, comprising an area of 1.10 Acres.
- SR 2 between Marcus Street and Third Street, comprising an area of 4.06 Acres, more or less.

The topographic base map, comprising an area of 9.77 Acres, more or less, will include two foot (2') contour intervals; wetland areas as delineated in the field by Anchor QEA biologists; the stream bank as delineated in the field by Anchor QEA biologists (for permitting purposes only, not tax lot boundaries); trees having trunk diameters of eight inches (8") or greater when measured 3.5 feet above grade; visible site and street improvements including parking areas, differences in surface materials, gazebo, public art, sidewalks, fencing and gates, logging poles, curb and gutter, culverts, edge pavement, guard rails, trails, etc.; sewer lift station building; face of buildings and finish floor elevations adjoining First and Main Streets; top of deck, bottom of stringer, piers, abutments for the highway and railroad bridge crossing the Sultan River; overhead utilities; underground utilities as marked on the surface by a private underground utility locate company and as-builts of gravity utility structures including rim and pipe invert elevation, pipe size, pipe material, type of structure, photo of interior of structure and connections between structures (including the first connecting structure situated beyond the project mapping limits.

4.2 Topographic Field Surveys and Base Mapping Sultan River

Sultan River cross-sections between top of bank to top of bank including pertinent(s) features that appear to restrict water flow, will be mapped on the Project coordinate system and incorporated into the Project's topographic base map at the following locations:

- Under the BNSF railroad bridge.
- Under the upriver side of the SR 2 bridge.
- Fifty feet (50') upriver of the SR 2 bridge.
- One hundred feet (100') upriver of the SR 2 bridge.
- One hundred fifty feet (150') upriver of the SR 2 bridge.
- Two hundred feet (200') upriver of the SR 2 bridge.
- Five hundred feet (500') upriver of the SR 2 bridge.
- One thousand feet (1000') upriver of the SR 2 bridge.

4.3 Boundary and Rights of Way Retracement Survey

A boundary survey will be prepared reflecting exterior boundary lines of Snohomish County Tax Lots and street and highway rights of way for those tax lots and streets as referenced in Sections 4.1 and 4.4. Both top of bank and line of ordinary high water of the Sultan River will be located as these lines control the riparian limits of the adjoining upland lands. Retracements of boundaries, rights of way margins and "controlling" field monumentation will be imported and delineated on the topographic base map described in Section 4.1.

4.4 Property Encumbrance Investigation

CONSULTANT will order title reports for those tax lot parcels affected by the two proposed alignments. Once title reports are obtained, CONSULTANT will review these reports. Easements of record, if plottable, will be delineated on the topographic base map. In the event an easement of record's description is insufficient to determine its exact location, a note will be prepared and placed on the base map stating purpose, beneficiary and that it contains a description insufficient to determine its exact location. Agreements, covenants, conditions and/or restrictions of record will be noted and placed on the base map stating purpose and beneficiary.

Title reports will be obtained for:

- Snohomish County Tax Lot No. 00472100100100
- Snohomish County Tax Lot No. 27080600100500
- Snohomish County Tax Lot No. 00472100200400
- Snohomish County Tax Lot No. 27080600104000
- Snohomish County Tax Lot No. 27080600103900
- Snohomish County Tax Lot No. 00571200100100

- Snohomish County Tax Lot No. 00571200101000

For boundary survey purposes, "deeds of record" will be obtained that contain a parcel's "unabbreviated" legal description. Deeds of record will be obtained for:

- Snohomish County Tax Lot No. 00472100700500
- Snohomish County Tax Lot No. 00472100700100
- Snohomish County Tax Lot No. 00472100800100
- Snohomish County Tax Lot No. 27080600100600
- Snohomish County Tax Lot No. 00588800100700
- Snohomish County Tax Lot No. 00588800800100

4.5 Annexation Description

CONSULTANT will prepare a legal description of that area situated within unincorporated Snohomish County which is surrounded by City of Sultan incorporated limits. This area is generally bounded by the Sultan River on the west, State Route 2 on the South, the common boundary between Snohomish County Tax Lots 00571200100100 and 00571200101001 on the east and between the common boundary between Snohomish County Tax Lots 27080600103900 and 27080600100400 and between Snohomish County Tax Lots 27080600100600 and 27080600104000 on the north.

Task 4.0 Assumptions

- Basis of Bearing will be based on the Washington State Plane Coordinate System of 1983 (1991 Adjustment), North Zone (NAD83/91)
- Project coordinate system will be State Plane grid coordinates, converted to ground values and translated by adding 100,000 meters to both northings and eastings.
- Vertical datum will be the North American Vertical Datum of 1988. (NAVD 88).
- CITY shall procure necessary rights of entry prior to field mapping activities.
- CITY shall provide all pertinent utility design or record drawings the City has in its possession.
- CITY shall provide a copy of each City Annexation Ordinance which established City limit lines surrounding that area described under Task 4.5.
- CONSULTANT will have unrestricted access over and across the above-referenced parcels.
- CONSULTANT will order a title report for each of the above-referenced Snohomish County Tax Lot parcel. Title company preparation fee will be invoiced as an expense to the Project.
- CONSULTANT will engage a private underground utility locate company to mark on the surface the underground location of utilities prior to field survey. Locate fees will be invoiced as an expense to the Project.
- Underground utility potholes are not included in this Scope of Services.
- Measurement of tree "drip-lines" is not included in this Scope of Services.
- Property corners will not be field staked in conjunction with this Scope of Services.
- We are assuming that Traffic control will not be required in conjunction with the topographic mapping of SR 2.

Deliverables:

CONSULTANT shall provide the following Land Survey deliverables:

1. State plane grid coordinates in ASCII file format of Project control and monumentation.
2. Topographic base map prepared at a horizontal scale of 1 inch = 20 feet, on 22 inch by 34 inch sheets.

3. A "signed and sealed" pdf of the boundary and base map electronic drawing, along with three (3) paper copies.
4. A "signed and sealed" .pdf of the legal description as prepared on 8-1/2 inch by 11 inch paper, formatted for recording and an unsigned electronic .doc file of the description.

5.0 Alternatives Analysis - WHPacific

The Alternatives Analysis will include the following:

A. Preliminary Engineering Report

Project Summary – A review of the project objectives and how the designs meet those objectives and a summary of design criteria used.

Standards - A discussion of the methodology, existing conditions and design criteria, and standards used in the approach to the preliminary designs.

Alternatives - The Report will present design alternatives of the Multi-Use Path studied, and advantages and disadvantages of each alignment. This report will include a detailed evaluation of two alternatives. The two (2) design alternatives will consider the following elements:

Flooding, costs, maintenance, safety, accessibility, right-of-way or easement acquisition, topography, utility conflicts, environmental, property ownership, easement, and permitting issues.

Review Comments & Recommendation– CITY review comments will be addressed and incorporated into the preliminary design plans and report. Upon evaluation of all comments and review with CITY staff, we will make a recommendation of the alignment and Bridge type.

B. Cost Estimate – A summary of the estimated costs associated with the completion of the proposed improvements. Anticipated costs will be identified for design engineering, right-of-way acquisition, construction, and construction management.

C. Preliminary Improvement Plans – The CONSULTANT will develop two (2) geometric design alternatives. Each design alternative will include a plan, profile, typical section and cross sections. Plans for each alternative will consist of a site plan, gravel parking lot plan, water and sewer plans, alignment plan and profile, typical section and cross sections. The scale of the plan sheets will be one inch equals twenty feet (1"=20').

Design will be coordinated with RH2, City's Consultant for Water and Sewer improvements.

D. Storm Drainage Preliminary Design

The storm management system design will be based on the Washington State Department of Ecology (WSDOE) 2005 Stormwater Management Manual.

The CONSULTANT will prepare a brief technical memorandum, summarizing the applicability, impact and potential solution of the 10 Minimum Requirements.

E. Appendices – Other supporting reports prepared by Sub-Consultants will be included in the Appendix of the Alternative Analysis Report. These will include:

Bridge Type Alternative Analysis
Utility Relocation Report
Summary of Public Involvement Process
Hydraulics and Hydrology Report
Environmental Summary Report of Alternative Alignments.
Geotechnical Report

Assumptions:

- CITY will review preliminary plan documents and provide one set of review comments.

Deliverables:

- An electronic (AutoCAD 2012) copy and paper copy of preliminary plans.
- An electronic (PDF) copy and paper copy of Alternative Analysis Report

6.0 Geotechnical Engineering Report – Robinson Noble, Inc

Scope of Work

The CONSULTANT will compile and review readily available geologic and geotechnical information and other data relevant to the project. This information will be used to gain a general understanding of past human activities (filling, construction, etc.) and the underlying geology in the project area. Possible data sources include information in Robinson-Noble Inc's and the CITY's files (construction drawings, utility layouts, geotechnical reports prepared for projects in the vicinity, etc.), and published geologic and topographic maps.

After reviewing the available data, a geologic reconnaissance of the project area will be completed to collect information on the general nature and physical features of the project site and to mark out proposed exploration locations for the one-call utility locate service. Following the site reconnaissance, four exploratory borings will be advanced to depths of about 30 feet along the proposed alignment to characterize soil and groundwater conditions. Washington State Department of Archeology and Historic Preservation approval of the Area of Potential Effects (see Task 5) must be completed for the exploratory borings to commence.

A drilling contractor under subcontract to Robinson Noble Inc. will complete the exploratory borings. For the purpose of the cost estimate, it is assumed that the site will require a limited-access drill rig in order to complete the proposed borings. Our plan is to attempt the borings with the less expensive hollow-stem auger or mud rotary drill methods. These are the typical drilling techniques used on exploratory projects in the area. If these methods prove to be not effective because of the cobbles and boulders encountered at depth, a more expensive top-down drill rig will be retained. We have included in this budget a contingency because we may have to change to a different drill rig and/or additional drilling depths may be required because of the density of the soil.

Robinson Noble Inc. will also arrange for underground utility locates ("call before you dig") prior to performing field activities. The exploratory borings will be located along the proposed bridge alignments. A private underground utility locating service under subcontract to our firm will check the planned exploration locations for potential conflicts. It is assumed that the CITY will obtain permission to enter private property for all exploratory borings located beyond the public right-of-way.

A geologist or geotechnical engineer from Robinson Noble Inc. will supervise the explorations, obtain soil samples from the borings, and prepare field logs of conditions encountered in the explorations. Soil samples will be obtained from the exploratory borings on about a 2½- or 5-foot depth interval using the Standard Penetration Test (SPT) procedure, and returned to our laboratory for further examination and classification. Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of the final report. After that date, the soil samples will be disposed of unless arrangements are made to retain them. Piezometers will not be installed to monitor groundwater levels; however, groundwater levels will be noted at the time of drilling. Upon completion of sampling and logging, the borings will be backfilled in accordance with the applicable sections of WAC 173-160.

The CONSULTANT will complete a limited geotechnical laboratory testing program consisting of natural moisture content and grain-size determinations on selected soil samples to aid in classifying the site soils. The budget provides for 15 moisture content, 4 grain-size determinations and 1 Atterburg.

Information from the field investigation and laboratory testing program will be analyzed by a geotechnical engineer from Robinson Noble Inc. to develop geotechnical engineering conclusions and recommendations for design and construction of the proposed improvements. The results of the field explorations, laboratory testing, engineering analyses, and geotechnical engineering conclusions and recommendations will be summarized in a draft geotechnical report for review. Two (2) copies of the draft report will be provided for review by the project team. Upon receipt of review comments, the comments will be addressed and six (6) copies of a signed and sealed geotechnical report will be submitted. The geotechnical report will include:

Deliverables

- A site plan showing the locations of the explorations completed for this study (WHPacific will provide a base map in AutoCAD format).
- Results of laboratory testing and logs of the exploratory borings.
- A discussion of the near-surface soil and groundwater conditions observed in the explorations at the project site.
- Geotechnical conclusions and recommendations for the project, including:
 - a discussion of subgrade support characteristics along the project alignment
 - recommendations for subgrade preparation for new pavement sections, including reuse of site soil, and criteria for selection, placement, and compaction of structural fill
 - a discussion regarding stability of embankment fill slopes and overall global stability of proposed retaining walls
 - recommendations and geotechnical design parameters for foundation design
 - recommendations for geotechnical monitoring and consultation during construction

7.0 Environmental Planning – Anchor QEA

The scope of work to be accomplished under this Agreement describes design and planning services provided by Anchor QEA, LLC as a subconsultant to WHPacific (CONSULTANT) on the Sultan River Pedestrian/Bicycle Bridge Project (Project) for the City of Sultan (City).

The tasks in this scope are provided as requested by WHPacific (e.g., starting with Task 7 for Environmental Review), and will be incorporated into the full Scope of Work provided to the City.

General Scope of Work Assumptions:

- For all deliverables detailed in this scope, Anchor QEA will develop a preliminary draft deliverable and respond to one consolidated set of comments from WHPacific and the City. Comments on the preliminary draft deliverable will be incorporated into a final draft deliverable for review by WSDOT/Federal Highway Administration (FHWA). Comments on the preliminary draft deliverable will be incorporated into a final document.
- All draft and draft final documents will be delivered in electronic (Microsoft Word or PDF) format. Anchor QEA will provide electronic and three print copies of each final deliverable. The three print copies are anticipated to be provided to WSDOT/FHWA at the end of the environmental process for the Project.

- The attached budget is divided into the work elements by task and additionally the anticipated time to respond to comments from the WHPacific, the City, WSDOT and/or applicable regulatory agencies on project deliverables developed by Anchor QEA.
- WHPacific will provide Anchor QEA with AutoCAD files of the project design and all surveys (wetland, OHWM, and a base map) for use in developing needed project figures for the NEPA, ESA, and other regulatory materials. The AutoCAD files will be provided in a drop-in format and no alterations by Anchor QEA of the information contained in the files will be required.

Subtask 7.1 – Coordination with the Washington State Department of Fish and Wildlife Land Division on Property Ownership Issues

Anchor QEA will arrange and attend an in-person meeting with the Washington State Department of Fish and Wildlife (WDFW) Lands Division to identify potential Project opportunities and constraints associated with the WDFW-owned property within the potential Project boundaries. This scope of work includes an additional 4 hours for follow-up with WDFW Lands Division on Project-related items.

Deliverables:

- Memorandum summarizing the in-person meeting with WDFW

Assumptions:

- The in-person meeting with WDFW will occur at WDFW's Mill Creek, Washington office. The meeting will take up to 2 hours and time for travel to and from the meeting is included in this scope.
- The in-person meeting will be attended by one representative each from Anchor QEA, WHPacific, the City, and WSDOT
- Development of any required agreements, easements, or other documentation with WDFW in regard to use of the subject property is not included in this scope of work. If these services are requested, this scope of work may need to be modified.

Subtask 7.2 – National Environmental Policy Act Documentation

Anchor QEA will prepare an Environmental Classification Summary (ECS) for use in FWHA's National Environmental Policy Act (NEPA) determination for the Project. It is assumed that the appropriate NEPA mechanism for the Project will be a Categorical Exclusion (CE) or a Documented Categorical Exclusion (DCE). The following tasks are included in the NEPA documentation:

Project Description: Under this task and prior to development of the ECS, Anchor QEA, in coordination with the CONSULTANT, will develop a Project description for use in the ECS and other environmental documentation. The Project description will include, at a minimum, information on the Project elements, construction methods, environmental conditions in the Project area, and anticipated impacts from construction and the built Project.

Environmental Classification Summary: Anchor QEA will develop a draft and final ECS for the Project to address potential impacts to the environment from the Project. The draft ECS will be used by WSDOT/FHWA to determine the appropriate level of NEPA documentation required for the Project including any needed technical memoranda or discipline reports (supplemental NEPA documentation). Once any required

supplemental NEPA documentation is completed and approved by WSDOT/FHWA, Anchor QEA will prepare a final ECS for signature by the City, WSDOT, and FHWA.

Deliverables:

- Draft and final Project description
- Draft and final ECS

Assumptions:

- Anchor QEA will use the most current version of the ECS as available from WSDOT at the time the contract for the Project is awarded.
- The completed ECS will be no longer than 8 pages in length.
- It is assumed that a CE or DCE is the appropriate level of NEPA documentation for the Project. An Environmental Assessment or Environmental Impact Statement will not be prepared for the Project.
- The ECS will be the primary document for use in obtaining the CE for the Project.

Discipline Reports and Technical Memorandum: In support of obtaining the CE for the Project, it is assumed that up to two technical memoranda for specific elements of the environment (e.g., recreation [4(f) or 6(f) analysis], surface waters including the river wetlands, etc.), as defined under NEPA, will need to be developed. The specific elements of the environment and the level of review to be addressed in the discipline reports or technical memoranda will be identified by WSDOT/FHWA during their review of the draft ECS.

Deliverables:

- Draft and final technical memoranda (up to two documents in total)

Assumptions:

- All discipline reports or technical memoranda will be developed in accordance with the requirements of the LAG Manual and WSDOT's Environmental Procedures Manual (EPM)
- Technical memoranda will not be developed in WSDOT's reader friendly format
- Technical memoranda will not exceed 6 pages in length including figures

Subtask 7.3 – Cultural and Historic Resources

Anchor QEA will provide research and reporting necessary to comply with Section 106 of the National Historic Preservation Act (Section 106), the LAG, and the WSDOT/FHWA Section 106 Programmatic Agreement (PA).

Area of Potential Effects: Anchor QEA will determine the Area of Potential Effects (APE) as required in the LAG and the PA. The APE will include all areas where the Project could affect historic properties (archaeological sites or historic structures).

Background Research: Anchor QEA will conduct background research at appropriate repositories and use sources appropriate to the task to develop a full understanding of the historical context, land use patterns, and previously identified sites within the APE. This understanding will also inform comparison of the potential effects of various alternatives, to assist with Project planning and environmental documentation.

Field Survey: Anchor QEA will conduct an archaeological survey of the APE using standard, industry-accepted methods. This will include pedestrian reconnaissance, shovel testing, and coordination with geotechnical

engineers to examine deeply-buried sediments. Archaeologists will coordinate with geotechnical engineers prior to testing to confirm scope and scale of testing to ensure data collected will provide the necessary information regarding subsurface stratigraphy and additionally will arrange to observe the geotechnical tests and record the results. Shovel test probes (STPs) will be excavated where appropriate at standard intervals (10- to 30-meter spacing) along transects across the APE. The excavated matrix will be screened through 1/4- or 1/8-inch mesh, as appropriate. Any artifacts will be returned to the STP in a labeled plastic bag. Any previously recorded cultural resources will be examined and updated as necessary. Newly identified cultural resources will be fully documented, as described below.

Resource Documentation Forms: The Project area is in a zone with high potential for cultural resources, and historic isolates have been found in the area. Therefore, it is assumed that one to two resources will be located that require documentation. Anchor QEA will prepare an Archaeological Site Form or Isolate Form for any sites or isolated artifacts discovered. Anchor QEA will submit the form(s) to DAHP to acquire a state site number. Forms for any previously recorded cultural resources will be examined and updated as necessary. New and updated forms will be included in the Cultural Resources Survey Report as an appendix.

Reporting: Anchor QEA will prepare a draft Cultural Resources Survey Report in compliance with the Department of Archaeology and Historic Preservation's (DAHP's) Survey and Reporting Guidelines, the LAG, and the PA. The report will:

- Describe the results of background research
- Discuss methods used to survey APE
- Identify archaeological and historic resources within the APE
- Include recommendations on the National Register of Historic Places (NRHP) eligibility of the resources and the likelihood of Project effects on eligible sites
- Include an evaluation of Project effects on the US 2 Sultan River bridge
- If any adverse effects to NRHP-eligible historic properties are identified, recommend mitigation

Deliverables:

- GIS shapefile of the APE
- Short narrative description and map of the APE for delivery to WSDOT
- One or two Archaeological Site or Isolate Forms (dependent on fieldwork findings)
- Draft and final Cultural Resources Survey Report

Assumptions:

- WHPacific will provide maps, plan sets, or narrative descriptions of Project alternatives as a basis for determining the APE.
- All background research will be conducted electronically; no in-person visits to repositories will be required.
- There have been no substantial changes to the condition of the US 2 Sultan River Bridge (which has been determined eligible for listing in the NRHP) since its recordation in 2010. Therefore, there is no need to update resource documentation on the bridge structure.
- Other than the US 2 Sultan River Bridge, there are no buildings or structures older than 50 years old within the APE.
- Site access will be reasonable and unrestricted.

- No more than 4 days of fieldwork for two archaeologists will be required.
- Results of geotechnical testing will be sufficient to identify the potential for deeply buried archaeological resources.
- No more than two Site or Isolate forms in total will be required.
- If the significance of an archaeological site found in the Project area cannot be determined from the site survey, additional formal subsurface investigations or other documentation may be required. Such methods, however, are not included in this scope.

Subtask 7.4 – Endangered Species Act and Essential Fish Habitat Documentation

Anchor QEA will prepare an Endangered Species Act (ESA) Biological Assessment (BA) to address effects to ESA-listed species and associated critical habitats that have the potential to be affected by the Project. The BA will also include an evaluation of Project impacts on Essential Fish Habitat (EFH).

Deliverables:

- Draft and final BA

Assumptions:

- ESA documentation will be developed in accordance with WSDOT's *Biological Assessment Preparation for Transportation Projects – Advanced Training Manual – Version 02-2011 / 02-2012*
- Due to the nature and location of the Project and anticipated construction methods, formal ESA consultation is anticipated.
- ESA consultation with the U.S. Fish and Wildlife Service and National Marine Fisheries Services (collectively referred to as the Services) will be conducted through WSDOT's Highways and Local Programs Office.
- Hours as shown in the attached budget are included for responding to comments from WSDOT, FHWA, and the Services on the Project. If in-person meetings are required, travel time will be included as part of the allotted response time.
- This scope of work does not include development of any required monitoring reports (e.g., noise, water quality, or species presence) resulting from the ESA consultation process. If monitoring reports are required to be developed, this scope of services may need to be modified.

Subtask 7.5 – Wetland and Ordinary High Water Mark Delineation and Reporting

Anchor QEA will conduct a wetland delineation in accordance with FHWA, Washington State Department of Ecology (Ecology) and U.S. Army Corps of Engineers (USACE) standards.

Field Investigation: Anchor QEA will conduct a wetland field investigation including examination of vegetation, soils, and hydrology within the Study Area (the area encompassing the impact area from the considered Project alternatives). Flagging will be placed along the wetland boundaries to define the wetland areas and additionally along the ordinary high water mark (OHWM) of the Sultan River to define the OHWM within the Study Area. Any wetland habitat that extends beyond the Project footprint, within 200 feet (as required for Critical Area study contents for wetlands and streams under the City's Critical Area Regulations [CAR]), will be estimated both visually and using public domain resources in order to assess wetland extent. This subtask includes time for coordinating with WHPacific's surveyors.

Wetland Delineation Report: Anchor QEA will prepare a Wetland Delineation Report in a format acceptable to the City and other regulating agencies that will include:

- A summary of the methodology used
- The size and rating of each wetland; a characterization of wetland vegetation, soils, and hydrology; and field data sheets; wetlands within the study area will be rated in accordance with Ecology's *Washington State Wetland Rating System for Western Washington*, and buffer widths will be determined in compliance with the Sultan City Code, Chapter 16.80 Critical Areas Regulations
- A scaled site map showing the locations of wetland boundaries and wetland buffers, locations of wetland data plots, and site topography
- A functional assessment of wetlands and/or buffers
- A description of preliminary impacts to wetlands and/or buffers
- Supporting photographs

Deliverables:

- Draft and final Wetland Delineation Report including appendices for wetland determination and rating forms and photos (photos will include title, location, date, and photographer's name)

Assumptions:

- Included in this task is time to provide the WHPacific surveyors with a hand-sketch of wetland boundaries to assist the surveyors to locate the wetland flagging.
- The OHWM survey includes flagging of the OHWM only and no written report will be developed. Anchor QEA will not be responsible for surveying, collecting GPS data, or developing georeferenced maps of OHWM boundaries under this task.
- Wetlands will be flagged in the field. Anchor QEA will not GPS or survey in the wetlands and additionally will not develop any GIS information for the Project (this work will be conducted by WHPacific).
- Wetland flags will be surveyed immediately after placement so that they are not removed by other parties prior to the survey occurring.
- The wetland field delineation will require no more than 1 day for actual wetland delineations.
- Each field day assumes a 10-hour day and 2 hours of travel time for two persons.
- Anchor QEA will not be responsible for surveying, collecting GPS data, or developing georeferenced maps of wetland boundaries under this task.

Jurisdictional Determination: After submission of the Project Joint Aquatic Resources Permit Application (JARPA) to the applicable agencies (detailed further in this scope of work), Anchor QEA will request a Jurisdictional Determination (JD) from the USACE Seattle District in order to verify the identified wetland. If required by the USACE, an Anchor QEA wetland biologist will meet on site with representatives from regulatory agencies. Following the JD, Anchor QEA will prepare a memorandum documenting the outcome of this field meeting.

Deliverables:

- Draft and final JD memorandum

Assumptions

- An Anchor QEA wetland biologist will meet for one site visit (up to 4 hours on site) with representatives from regulatory agencies for the JD. Travel time to and from the Project site is included for the site visit.

Critical Areas Report: Anchor QEA will prepare a Draft Critical Area Report for Streams and Wetlands in accordance with the City's CAR and other applicable state or federal regulations. The report will include information from the Wetland Delineation Report, and incorporate any necessary mitigation. This will include:

- The Wetland Delineation Report
- A summary of the methodology used
- A description of impacts to wetlands and/or buffers
- A wetland and/or buffer mitigation planting plan including: mitigation goals, objectives, and performance standards; a timeline for mitigation monitoring and reporting; and contingency plans
- Planting lists and specifications that can be used for plant installation by a qualified landscaper to help ensure success.

Deliverables:

- Draft and final Critical Area Report for Streams and Wetlands

Assumptions:

- Wetland grading plans and specifications (for wetland creation) will not be required.
- Wetland mitigation can be accommodated on site (within the Project limits). If offsite mitigation is required, the City will identify a suitable site to accommodate the required mitigation.
- Mitigation plans and specifications will be incorporated by WHPacific into the overall design package.
- If wetland impacts are regulated by the USACE, they will be authorized under a Nationwide permit.
- Up to 4 hours of time is included for an Anchor QEA biologist to coordinate with WHPacific, the City, regulatory agencies, and other consultants as needed, either by phone or in meetings, regarding wetland construction design and mitigation specifications.

Subtask 7.6 – Permitting and Regulatory Assistance

Develop Permit Strategy: Anchor QEA will develop a permit strategy for use in identifying needed regulatory approvals, key Project milestones, and critical path Project elements for up to four considered Project alternatives. The permit strategy will be used to inform the selection of the preferred Project alternative. Anchor QEA will also develop a Project regulatory agency contact list under this task. At a minimum, the following permits and approvals are assumed to be required for the Project:

- State Environmental Policy Act (SEPA) compliance (assumes the City as the lead SEPA agency; Mitigated Determination of Non-significance anticipated)
- Hydraulic Project Approval from WDFW
- Clean Water Act Section 401 Water Quality Certification from Ecology
- Clean Water Act Section 404 and/or Section 10 permit from USACE
- Right of Entry from the Washington State Department of Natural Resources (WDNR)
- Shoreline Substantial Development Permit from the City
- Critical Areas review from the City

The permit strategy subtask includes time for Anchor QEA to assist WHPacific with regulatory and floodplain design issues associated with the alternatives analysis and selecting the preferred alternative.

Deliverables:

- Permit strategy memorandum
- Project contact list

Assumptions:

Up to two alternatives will be considered for the permit strategy

Regulatory Documentation: Anchor QEA will develop a JARPA and SEPA Checklist for the preferred Project alternative.

Deliverables:

- JARPA including Attachment E for the WDNR Right of Entry or Aquatic Use Authorization
- SEPA Checklist

Assumptions:

- No geotechnical permitting services are included in this scope.
- City staff will prepare and publish the Determination of Non-significance (or Mitigated Determination of Non-significance).
- The Project description developed for the ECS will be used as the Project description for the JARPA and SEPA Checklist.
- The City will provide Anchor QEA with recent, relevant permit applications, BAs, environmental testing results, borehole logs, and any other relevant environmental documents applicable to the Project in Microsoft Word format.
- The City is responsible for all publication and permit fees.

- No permit or SEPA appeals are anticipated for the Project. If the City needs assistance with responding to an appeal, this work will need to be addressed under a separate scope of services.

Additional Regulatory Assistance: Anchor QEA will perform the following additional tasks related to regulatory issues as part of this scope of services:

- Set up, prepare for, and attend an on-site regulatory agency kick-off meeting, which is to occur before permit application submittals. Agencies to be invited to the kick-off meeting include:
 - The City of Sultan
 - WDFW
 - Ecology
 - USACE
 - WDNR
 - US Fish and Wildlife Service
 - National Marine Fisheries Service
- Conduct agency coordination, prior to permit application submittal and through receipt of permits and approvals
- Attend the Shoreline Substantial Development Permit hearing for the Project
- Respond to agency comments and questions related to the Project

Deliverables:

- Agency kick-off meeting agenda
- Written responses to regulatory agency comments on the Project

Assumptions:

- Anchor QEA will be the primary point of contact with the regulatory agencies on the Project.
- An on-site agency meeting is included in this task. Time for the meeting and travel are included under this task. This meeting will occur prior to the submittal of permit application packages to the appropriate agencies to take comment on the Project.
- Hours as shown in the attached budget are included for responding to comments from WSDOT and regulatory agencies on the Project. If in-person meetings are required, travel time will be included as part of the allotted response time. If responding to agency comments requires additional time, this scope of services may need to be modified
- The City will prepare the SEPA threshold determination and public notices for the Project. Anchor QEA will develop the SEPA Checklist for the Project to support the SEPA threshold determination.
- Anchor QEA cannot guarantee the participation of any given agency in the kick-off meeting.

8.0 Hydrology and Hydraulics Report – Anchor QEA

Anchor QEA will perform hydraulic analyses to assist in the preliminary design of the pedestrian bridge. The work will include preparation of a HEC-RAS hydraulic model using the cross-sections surveyed by WHPacific combined with the HEC-RAS model prepared for Snohomish County that was used for a FEMA study. The tasks to be performed include:

- Obtain HEC-RAS model from Snohomish County and review model set-up.
- Insert new cross-sections into model, revise model as needed to properly represent flooding conditions at site, and run model to determine existing floodplain elevations (for 2- through 100-year flood events). We assume the hydrologic conditions represented in the Snohomish County/FEMA model can be used for this Project. That includes assumptions of coincidental flooding conditions for the Sultan and Skykomish rivers.
- Run model to represent pedestrian bridge conditions. We assume several configurations of the bridge, approach abutments (pedestrian ramps), and piers will need to be modeled. Determine potential effect on flood conditions with different alternatives.
- Propose and model potential flood rise mitigations if needed to meet zero-rise criteria. Those could include removing fill in the floodway or floodplain and excavating in the floodplain to increase conveyance capacity. Contact WSDOT to enquire about purpose of fill placed below the US 2 Sultan River bridge and potential acceptability of removing fill and armoring the area to prevent erosion.
- Review other design considerations such as scour for abutments, channel migration, and debris.
- Coordinate with design team throughout preliminary design phase to provide advice to design team on potential alternatives for the bridge and potential issues that may arise from construction in the floodplain, and to ensure hydraulic model runs are consistent with design intent.

Deliverables:

- Preliminary design report that summarizes the analyses described above. Report will provide recommendations of how to meet zero-rise criteria for selected alternative.

Assumptions:

- Cross-sections will be surveyed by WHPacific
- The mitigation(s) proposed are preliminary and do not include design work. Specifically, a mitigation may be removal of fill below the US 2 Sultan River bridge. If that mitigation appears to be a viable alternative, a preliminary assessment of needed erosion protection will be provided. No detailed analyses or designs of erosion protection below the bridge will be provided.

9.0 Structural Engineering – Shearer Design LLC

Task 9.01 Structural Alternatives Analysis

Under this task, we will prepare a bridge alternatives analysis similar to a TS&L study. All work will be per the guidelines in Chapter 2 of the “Washington State Bridge Design Manual.” The report will describe the project, proposed structures, cost estimates, other design alternatives considered and recommendations. The final report will provide justification for the referred bridge alternative. A minimum of three bridge types or layouts will be evaluated.

We will work with WHPacific to complete the report with any in-house and sub consultant information available and with our technical support in the following areas:

- Feasible alignments
- Structural engineering & bridge design
- Review of geotechnical information
- Review of hydraulic analysis

The body of the “Alternative Analysis Report” will expand and address the following areas:

Pros & Cons of each bridge alternative

- Plan and elevation drawings of each bridge alternative appraised
- Aesthetic considerations
- Maintenance issues
- Planning level project cost estimates for the bridge elements
- Environmental issues
- Geometric constraints
- Construction issues
- Utility support
- Project staging requirements

Deliverables

- Alternatives Analysis Report
 - Draft & Final copies
 - Two bound copies
 - One electronic copy

Task 9.02 Structural Support

Under this task, we will provide supplementary information in support of the public information effort and the permitting efforts for the project. This task will include:

- Project meetings
- One public meeting
- Public Information graphics
- Drawings for the environmental permit applications

Items furnished or prepared by WHPacific:

- Survey of the Bridge Site (AutoCAD 2008 base map file.)
- Hydraulic Analysis
- Geotechnical Foundations report

Deliverables

- Permit Drawings
- Public Involvement Graphics

Assumptions

- All work will be in conformance with the current edition of AASHTO and the WSDOT Bridge Design Manual.
- All CAD work will be prepared using the project border and title sheets in Auto CAD 2012.

10.0 Franchise Utilities – Roduin Consulting Group LLC

Roduin Consulting Group LLC (RCG) has been requested to provide franchise utility consulting and coordination for the design phase, in support of WHP's planning and design process.

Base Scope of Work

- Attend WHP / City of Sultan (CoS) planning meetings.
- Provide franchise utility consulting.
- Provide rough order of magnitude construction cost estimate for Dry Utilities (DU) systems.
- Provide franchise utility coordination.
- Provide a composite utility coordination plan drawing

Billable Activities

- Correspondence documentation and records.
- Meetings and meeting preparation
- Utility company planning and coordination
- Design review and coordination
- Document generation and planning exhibits
- Construction cost estimates (rough order of magnitude)
- Travel

Deliverables

Deliverables will depend on the specific requirements of the situations and the needs of the owner's team, the program manager, the architect and their engineers, consultants and contractors on the project. Documents required for the design schedule will be coordinated with and provided in the scheduled time frame for that design phase.

- Exhibits and drawings
- Reports
- Recommendations and observations
- System layouts and owners requirements

11.0 Optional Services

Upon written approval by the CITY, the CONSULTANT will provide engineering services beyond this Scope of Work. Services may include additional meetings, adding additional or increasing the existing design tasks, right-of-way acquisition services, construction services or other work deemed necessary by the CITY. Such work will be specified in a written supplement to this agreement, which will establish the scope and costs.

*** END of Document ***



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Exhibit G Anchor QEA, LLC Scope of Work for Preliminary Design

City of Sultan/WHPacific Sultan River Pedestrian/Bicycle Bridge Design

The scope of work to be accomplished under this Agreement describes design and planning services provided by Anchor QEA, LLC as a subconsultant to WHPacific (CONSULTANT) on the Sultan River Pedestrian/Bicycle Bridge Project (Project) for the City of Sultan (City).

Under this scope of work, Anchor QEA will provide documentation for environmental permitting and regulatory compliance related to work in the floodplain. The Preliminary Design Phase is expected to be completed within 6 months (end of May 2013) with the Environmental and Permitting sub-tasks performed by Anchor QEA expected to be completed within 18 months (end of May 2014).

The tasks in this scope are provided as requested by WHPacific (e.g., starting with Task 7 for Environmental Review), and will be incorporated into the full Scope of Work provided to the City.

General Scope of Work Assumptions:

- For all deliverables detailed in this scope, Anchor QEA will develop a preliminary draft deliverable and respond to one consolidated set of comments from WHPacific and the City. Comments on the preliminary draft deliverable will be incorporated into a final draft deliverable for review by WSDOT/Federal Highway Administration (FHWA). Comments on the preliminary draft deliverable will be incorporated into a final document.
- All draft and draft final documents will be delivered in electronic (Microsoft Word or PDF) format. Anchor QEA will provide electronic and three print copies of each final deliverable. The three print copies are anticipated to be provided to WSDOT/FHWA at the end of the environmental process for the Project.
- The attached budget is divided into the work elements by task and additionally the anticipated time to respond to comments from the WHPacific, the City, WSDOT and/or applicable regulatory agencies on project deliverables developed by Anchor QEA.
- WHPacific will provide Anchor QEA with AutoCAD files of the project design and all surveys (wetland, OHWM, and a base map) for use in developing needed project figures for the NEPA, ESA, and other regulatory materials. The AutoCAD files will be provided in a drop-in format and no alterations by Anchor QEA of the information contained in the files will be required.

www.anchorqea.com

7.0 Environmental Review – Anchor QEA

Subtask 7.1 – Coordination with the Washington State Department of Fish and Wildlife Land Division on Property Ownership Issues

Anchor QEA will arrange and attend an in-person meeting with the Washington State Department of Fish and Wildlife (WDFW) Lands Division to identify potential Project opportunities and constraints associated with the WDFW-owned property within the potential Project boundaries. This scope of work includes an additional 4 hours for follow-up with WDFW Lands Division on Project-related items.

Deliverables:

- Memorandum summarizing the in-person meeting with WDFW

Assumptions:

- The in-person meeting with WDFW will occur at WDFW's Mill Creek, Washington office. The meeting will take up to 2 hours and time for travel to and from the meeting is included in this scope.
- The in-person meeting will be attended by one representative each from Anchor QEA, WHPacific, the City, and WSDOT
- Development of any required agreements, easements, or other documentation with WDFW in regard to use of the subject property is not included in this scope of work. If these services are requested, this scope of work may need to be modified.

Subtask 7.2 – National Environmental Policy Act Documentation

Anchor QEA will prepare an Environmental Classification Summary (ECS) for use in FWHA's National Environmental Policy Act (NEPA) determination for the Project. It is assumed that the appropriate NEPA mechanism for the Project will be a Categorical Exclusion (CE) or a Documented Categorical Exclusion (DCE). The following tasks are included in the NEPA documentation:

Project Description: Under this task and prior to development of the ECS, Anchor QEA, in coordination with the CONSULTANT, will develop a Project description for use in the ECS and other environmental documentation. The Project description will include, at a minimum, information on the Project elements, construction methods, environmental conditions in the Project area, and anticipated impacts from construction and the built Project.

Environmental Classification Summary: Anchor QEA will develop a draft and final ECS for the Project to address potential impacts to the environment from the Project. The draft ECS will be used by WSDOT/FHWA to determine the appropriate level of NEPA documentation required for the Project including any needed technical memoranda or discipline reports (supplemental NEPA documentation). Once any required supplemental NEPA documentation is completed and approved by WSDOT/FHWA, Anchor QEA will prepare a final ECS for signature by the City, WSDOT, and FHWA.

Deliverables:

- Draft and final Project description
- Draft and final ECS

Assumptions:

- Anchor QEA will use the most current version of the ECS as available from WSDOT at the time the contract for the Project is awarded.
- The completed ECS will be no longer than 8 pages in length.
- It is assumed that a CE or DCE is the appropriate level of NEPA documentation for the Project. An Environmental Assessment or Environmental Impact Statement will not be prepared for the Project.
- The ECS will be the primary document for use in obtaining the CE for the Project.

Discipline Reports and Technical Memorandum: In support of obtaining the CE for the Project, it is assumed that up to two technical memoranda for specific elements of the environment (e.g., recreation [4(f) or 6(f) analysis], surface waters including the river wetlands, etc.), as defined under NEPA, will need to be developed. The specific elements of the environment and the level of review to be addressed in the discipline reports or technical memoranda will be identified by WSDOT/FHWA during their review of the draft ECS.

Deliverables:

- Draft and final technical memoranda (up to two documents in total)

Assumptions:

- All discipline reports or technical memoranda will be developed in accordance with the requirements of the LAG Manual and WSDOT's Environmental Procedures Manual (EPM)
- Technical memoranda will not be developed in WSDOT's reader friendly format
- Technical memoranda will not exceed 6 pages in length including figures

Subtask 7.3 – Cultural and Historic Resources

Anchor QEA will provide research and reporting necessary to comply with Section 106 of the National Historic Preservation Act (Section 106), the LAG, and the WSDOT/FHWA Section 106 Programmatic Agreement (PA).

Area of Potential Effects: Anchor QEA will determine the Area of Potential Effects (APE) as required in the LAG and the PA. The APE will include all areas where the Project could affect historic properties (archaeological sites or historic structures).

Background Research: Anchor QEA will conduct background research at appropriate repositories and use sources appropriate to the task to develop a full understanding of the historical context, land use patterns, and previously identified sites within the APE. This understanding will also inform comparison

of the potential effects of various alternatives, to assist with Project planning and environmental documentation.

Field Survey: Anchor QEA will conduct an archaeological survey of the APE using standard, industry-accepted methods. This will include pedestrian reconnaissance, shovel testing, and coordination with geotechnical engineers to examine deeply-buried sediments. Archaeologists will coordinate with geotechnical engineers prior to testing to confirm scope and scale of testing to ensure data collected will provide the necessary information regarding subsurface stratigraphy and additionally will arrange to observe the geotechnical tests and record the results. Shovel test probes (STPs) will be excavated where appropriate at standard intervals (10- to 30-meter spacing) along transects across the APE. The excavated matrix will be screened through 1/4- or 1/8-inch mesh, as appropriate. Any artifacts will be returned to the STP in a labeled plastic bag. Any previously recorded cultural resources will be examined and updated as necessary. Newly identified cultural resources will be fully documented, as described below.

Resource Documentation Forms: The Project area is in a zone with high potential for cultural resources, and historic isolates have been found in the area. Therefore, it is assumed that one to two resources will be located that require documentation. Anchor QEA will prepare an Archaeological Site Form or Isolate Form for any sites or isolated artifacts discovered. Anchor QEA will submit the form(s) to DAHP to acquire a state site number. Forms for any previously recorded cultural resources will be examined and updated as necessary. New and updated forms will be included in the Cultural Resources Survey Report as an appendix.

Reporting: Anchor QEA will prepare a draft Cultural Resources Survey Report in compliance with the Department of Archaeology and Historic Preservation's (DAHP's) Survey and Reporting Guidelines, the LAG, and the PA. The report will:

- Describe the results of background research
- Discuss methods used to survey APE
- Identify archaeological and historic resources within the APE
- Include recommendations on the National Register of Historic Places (NRHP) eligibility of the resources and the likelihood of Project effects on eligible sites
- Include an evaluation of Project effects on the US 2 Sultan River bridge
- If any adverse effects to NRHP-eligible historic properties are identified, recommend mitigation

Deliverables:

- GIS shapefile of the APE
- Short narrative description and map of the APE for delivery to WSDOT
- One or two Archaeological Site or Isolate Forms (dependent on fieldwork findings)
- Draft and final Cultural Resources Survey Report

Assumptions:

- WHPacific will provide maps, plan sets, or narrative descriptions of Project alternatives as a basis for determining the APE.
- All background research will be conducted electronically; no in-person visits to repositories will be required.
- There have been no substantial changes to the condition of the US 2 Sultan River Bridge (which has been determined eligible for listing in the NRHP) since its recordation in 2010. Therefore, there is no need to update resource documentation on the bridge structure.
- Other than the US 2 Sultan River Bridge, there are no buildings or structures older than 50 years old within the APE.
- Site access will be reasonable and unrestricted.
- No more than 4 days of fieldwork for two archaeologists will be required.
- Results of geotechnical testing will be sufficient to identify the potential for deeply buried archaeological resources.
- No more than two Site or Isolate forms in total will be required.
- If the significance of an archaeological site found in the Project area cannot be determined from the site survey, additional formal subsurface investigations or other documentation may be required. Such methods, however, are not included in this scope.

Subtask 7.4 – Endangered Species Act and Essential Fish Habitat Documentation

Anchor QEA will prepare an Endangered Species Act (ESA) Biological Assessment (BA) to address effects to ESA-listed species and associated critical habitats that have the potential to be affected by the Project. The BA will also include an evaluation of Project impacts on Essential Fish Habitat (EFH).

Deliverables:

- Draft and final BA

Assumptions:

- ESA documentation will be developed in accordance with WSDOT's *Biological Assessment Preparation for Transportation Projects – Advanced Training Manual – Version 02-2011 / 02-2012*
- Due to the nature and location of the Project and anticipated construction methods, formal ESA consultation is anticipated.
- ESA consultation with the U.S. Fish and Wildlife Service and National Marine Fisheries Services (collectively referred to as the Services) will be conducted through WSDOT's Highways and Local Programs Office.
- Hours as shown in the attached budget are included for responding to comments from WSDOT, FHWA, and the Services on the Project. If in-person meetings are required, travel time will be included as part of the allotted response time.

- This scope of work does not include development of any required monitoring reports (e.g., noise, water quality, or species presence) resulting from the ESA consultation process. If monitoring reports are required to be developed, this scope of services may need to be modified.

Subtask 7.5 – Wetland and Ordinary High Water Mark Delineation and Reporting

Anchor QEA will conduct a wetland delineation in accordance with FHWA, Washington State Department of Ecology (Ecology) and U.S. Army Corps of Engineers (USACE) standards.

Field Investigation: Anchor QEA will conduct a wetland field investigation including examination of vegetation, soils, and hydrology within the Study Area (the area encompassing the impact area from the considered Project alternatives). Flagging will be placed along the wetland boundaries to define the wetland areas and additionally along the ordinary high water mark (OHWM) of the Sultan River to define the OHWM within the Study Area. Any wetland habitat that extends beyond the Project footprint, within 200 feet (as required for Critical Area study contents for wetlands and streams under the City's Critical Area Regulations [CAR]), will be estimated both visually and using public domain resources in order to assess wetland extent. This subtask includes time for coordinating with WHPacific's surveyors.

Wetland Delineation Report: Anchor QEA will prepare a Wetland Delineation Report in a format acceptable to the City and other regulating agencies that will include:

- A summary of the methodology used
- The size and rating of each wetland; a characterization of wetland vegetation, soils, and hydrology; and field data sheets; wetlands within the study area will be rated in accordance with Ecology's *Washington State Wetland Rating System for Western Washington*, and buffer widths will be determined in compliance with the Sultan City Code, Chapter 16.80 Critical Areas Regulations
- A scaled site map showing the locations of wetland boundaries and wetland buffers, locations of wetland data plots, and site topography
- A functional assessment of wetlands and/or buffers
- A description of preliminary impacts to wetlands and/or buffers
- Supporting photographs

Deliverables:

- Draft and final Wetland Delineation Report including appendices for wetland determination and rating forms and photos (photos will include title, location, date, and photographer's name)

Assumptions:

- Included in this task is time to provide the WHPacific surveyors with a hand-sketch of wetland boundaries to assist the surveyors to locate the wetland flagging.

-
- The OHWM survey includes flagging of the OHWM only and no written report will be developed. Anchor QEA will not be responsible for surveying, collecting GPS data, or developing georeferenced maps of OHWM boundaries under this task.
 - Wetlands will be flagged in the field. Anchor QEA will not GPS or survey in the wetlands and additionally will not develop any GIS information for the Project (this work will be conducted by WHPacific).
 - Wetland flags will be surveyed immediately after placement so that they are not removed by other parties prior to the survey occurring.
 - The wetland field delineation will require no more than 1 day for actual wetland delineations.
 - Each field day assumes a 10-hour day and 2 hours of travel time for two persons.
 - Anchor QEA will not be responsible for surveying, collecting GPS data, or developing georeferenced maps of wetland boundaries under this task.

Jurisdictional Determination: After submission of the Project Joint Aquatic Resources Permit Application (JARPA) to the applicable agencies (detailed further in this scope of work), Anchor QEA will request a Jurisdictional Determination (JD) from the USACE Seattle District in order to verify the identified wetland. If required by the USACE, an Anchor QEA wetland biologist will meet on site with representatives from regulatory agencies. Following the JD, Anchor QEA will prepare a memorandum documenting the outcome of this field meeting.

Deliverables:

- Draft and final JD memorandum

Assumptions

- An Anchor QEA wetland biologist will meet for one site visit (up to 4 hours on site) with representatives from regulatory agencies for the JD. Travel time to and from the Project site is included for the site visit.

Critical Areas Report: Anchor QEA will prepare a Draft Critical Area Report for Streams and Wetlands in accordance with the City's CAR and other applicable state or federal regulations. The report will include information from the Wetland Delineation Report, and incorporate any necessary mitigation. This will include:

- The Wetland Delineation Report
 - A summary of the methodology used
 - A description of impacts to wetlands and/or buffers
 - A wetland and/or buffer mitigation planting plan including: mitigation goals, objectives, and performance standards; a timeline for mitigation monitoring and reporting; and contingency plans
 - Planting lists and specifications that can be used for plant installation by a qualified landscaper to help ensure success.
-

Deliverables:

- Draft and final Critical Area Report for Streams and Wetlands

Assumptions:

- Wetland grading plans and specifications (for wetland creation) will not be required.
- Wetland mitigation can be accommodated on site (within the Project limits). If offsite mitigation is required, the City will identify a suitable site to accommodate the required mitigation.
- Mitigation plans and specifications will be incorporated by WHPacific into the overall design package.
- If wetland impacts are regulated by the USACE, they will be authorized under a Nationwide permit.
- Up to 4 hours of time is included for an Anchor QEA biologist to coordinate with WHPacific, the City, regulatory agencies, and other consultants as needed, either by phone or in meetings, regarding wetland construction design and mitigation specifications.

Subtask 7.6 – Permitting and Regulatory Assistance

Develop Permit Strategy: Anchor QEA will develop a permit strategy for use in identifying needed regulatory approvals, key Project milestones, and critical path Project elements for up to four considered Project alternatives. The permit strategy will be used to inform the selection of the preferred Project alternative. Anchor QEA will also develop a Project regulatory agency contact list under this task. At a minimum, the following permits and approvals are assumed to be required for the Project:

- State Environmental Policy Act (SEPA) compliance (assumes the City as the lead SEPA agency; Mitigated Determination of Non-significance anticipated)
- Hydraulic Project Approval from WDFW
- Clean Water Act Section 401 Water Quality Certification from Ecology
- Clean Water Act Section 404 and/or Section 10 permit from USACE
- Right of Entry from the Washington State Department of Natural Resources (WDNR)
- Shoreline Substantial Development Permit from the City
- Critical Areas review from the City

The permit strategy subtask includes time for Anchor QEA to assist WHPacific with regulatory and floodplain design issues associated with the alternatives analysis and selecting the preferred alternative.

Deliverables:

- Permit strategy memorandum
- Project contact list

Assumptions:

- Up to two alternatives will be considered for the permit strategy

Regulatory Documentation: Anchor QEA will develop a JARPA and SEPA Checklist for the preferred Project alternative.

Deliverables:

- JARPA including Attachment E for the WDNR Right of Entry or Aquatic Use Authorization
- SEPA Checklist

Assumptions:

- No geotechnical permitting services are included in this scope.
- City staff will prepare and publish the Determination of Non-significance (or Mitigated Determination of Non-significance).
- The Project description developed for the ECS will be used as the Project description for the JARPA and SEPA Checklist.
- The City will provide Anchor QEA with recent, relevant permit applications, BAs, environmental testing results, borehole logs, and any other relevant environmental documents applicable to the Project in Microsoft Word format.
- The City is responsible for all publication and permit fees.
- No permit or SEPA appeals are anticipated for the Project. If the City needs assistance with responding to an appeal, this work will need to be addressed under a separate scope of services.

Additional Regulatory Assistance: Anchor QEA will perform the following additional tasks related to regulatory issues as part of this scope of services:

- Set up, prepare for, and attend an on-site regulatory agency kick-off meeting, which is to occur before permit application submittals. Agencies to be invited to the kick-off meeting include:
 - The City of Sultan
 - WDFW
 - Ecology
 - USACE
 - WDNR
 - US Fish and Wildlife Service
 - National Marine Fisheries Service
- Conduct agency coordination, prior to permit application submittal and through receipt of permits and approvals
- Attend the Shoreline Substantial Development Permit hearing for the Project
- Respond to agency comments and questions related to the Project

Deliverables:

- Agency kick-off meeting agenda
 - Written responses to regulatory agency comments on the Project
-

Assumptions:

- Anchor QEA will be the primary point of contact with the regulatory agencies on the Project.
- An on-site agency meeting is included in this task. Time for the meeting and travel are included under this task. This meeting will occur prior to the submittal of permit application packages to the appropriate agencies to take comment on the Project.
- Hours as shown in the attached budget are included for responding to comments from WSDOT and regulatory agencies on the Project. If in-person meetings are required, travel time will be included as part of the allotted response time. If responding to agency comments requires additional time, this scope of services may need to be modified
- The City will prepare the SEPA threshold determination and public notices for the Project. Anchor QEA will develop the SEPA Checklist for the Project to support the SEPA threshold determination.
- Anchor QEA cannot guarantee the participation of any given agency in the kick-off meeting.

8.0 Hydrology and Hydraulics Report – Anchor QEA

Anchor QEA will perform hydraulic analyses to assist in the preliminary design of the pedestrian bridge. The work will include preparation of a HEC-RAS hydraulic model using the cross-section surveyed by WHPacific combined with the HEC-RAS model prepared for Snohomish County that was used for a FEMA study. The tasks to be performed include:

- Obtain HEC-RAS model from Snohomish County and review model set-up.
- Insert new cross-sections into model, revise model as needed to properly represent flooding conditions at site, and run model to determine existing floodplain elevations (for 2- through 100-year flood events). We assume the hydrologic conditions represented in the Snohomish County/FEMA model can be used for this Project. That includes assumptions of coincidental flooding conditions for the Sultan and Skykomish rivers.
- Run model to represent pedestrian bridge conditions. We assume several configurations of the bridge, approach abutments (pedestrian ramps), and piers will need to be modeled. Determine potential effect on flood conditions with different alternatives.
- Propose and model potential flood rise mitigations if needed to meet zero-rise criteria. Those could include removing fill in the floodway or floodplain and excavating in the floodplain to increase conveyance capacity. Contact WSDOT to enquire about purpose of fill placed below the US 2 Sultan River bridge and potential acceptability of removing fill and armoring the area to prevent erosion.
- Review other design considerations such as scour for abutments, channel migration, and debris.
- Coordinate with design team throughout preliminary design phase to provide advice to design team on potential alternatives for the bridge and potential issues that may arise from construction in the floodplain, and to ensure hydraulic model runs are consistent with design intent.

Deliverables:

- Preliminary design report that summarizes the analyses described above. Report will provide recommendations of how to meet zero-rise criteria for selected alternative.

Assumptions:

- Cross-sections will be surveyed by WHPacific
- The mitigation(s) proposed are preliminary and do not include design work. Specifically, a mitigation may be removal of fill below the US 2 Sultan River bridge. If that mitigation appears to be a viable alternative, a preliminary assessment of needed erosion protection will be provided. No detailed analyses or designs of erosion protection below the bridge will be provided.



ROBINSON
NOBLE

EXHIBIT G

October 30, 2012

Mr. Marc Servizi
WHPacific
12100 NE 195th Street, Suite 300
Bothell, Washington 98011

This agreement is between **WHPacific** (Client) and **Robinson Noble, Inc.** (Consultant), for geotechnical engineering and consultation for the Sultan River Pedestrian/Bicycle Bridge in Sultan, Washington.

Scope of Work (Revised)

The CONSULTANT will compile and review readily available geologic and geotechnical information and other data relevant to the project. This information will be used to gain a general understanding of past human activities (filling, construction, etc.) and the underlying geology in the project area. Possible data sources include information in Robinson-Noble's and the CITY's files (construction drawings, utility layouts, geotechnical reports prepared for projects in the vicinity, etc.), and published geologic and topographic maps.

After reviewing the available data, a geologic reconnaissance of the project area will be completed to collect information on the general nature and physical features of the project site and to mark out proposed exploration locations for the one-call utility locate service. Following the site reconnaissance, **four** exploratory borings will be advanced to depths of about 30 feet along the proposed alignment to characterize soil and groundwater conditions. Washington State Department of Archeology and Historic Preservation approval of the Area of Potential Effects (see Task 5) must be completed for the exploratory borings to commence.

A drilling contractor under subcontract to Robinson Noble Inc. will complete the exploratory borings. For the purpose of the cost estimate, it is assumed that the site will require a limited-access drill rig in order to complete the proposed borings. Our plan is to attempt the borings with the less expensive hollow-stem auger or mud rotary drill methods. These are the typical drilling techniques used on exploratory projects in the area. If these methods prove to be not effective because of the cobbles and boulders encountered at depth, a more expensive top-down drill rig will be retained. We have included in this budget a contingency because we may have to change to a different drill rig and/or additional drilling depths may be required because of the density of the soil.

Robinson Noble Inc. will also arrange for underground utility locates ("call before you dig") prior to performing field activities. The exploratory borings will be located along the proposed bridge alignments. A private underground utility locating service under subcontract to our firm will check the planned exploration locations for potential conflicts. It is assumed that the CITY will obtain permission to enter private property for all exploratory borings located beyond the public right-of-way.

A geologist or geotechnical engineer from Robinson Noble Inc. will supervise the explorations, obtain soil samples from the borings, and prepare field logs of conditions encountered in the explorations. Soil samples will be obtained from the exploratory borings on about a 2½- or 5-foot depth interval using the Standard Penetration Test (SPT) procedure, and returned to our laboratory for further examination and classification. Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of the final report. After that date, the soil samples will be disposed of unless arrangements are made to retain them. Piezometers will not be installed to monitor groundwater levels; however, groundwater levels will be noted at the time of drilling. Upon completion of sampling and logging, the borings will be backfilled in accordance with the applicable sections of WAC 173-160.

The CONSULTANT will complete a limited geotechnical laboratory testing program consisting of natural moisture content and grain-size determinations on selected soil samples to aid in classifying the site soils. The budget provides for 15 moisture content, 4 grain-size determinations and 1 Atterburg.

Information from the field investigation and laboratory testing program will be analyzed by a geotechnical engineer from Robinson Noble Inc. to develop geotechnical engineering conclusions and recommendations for design and construction of the proposed improvements. The results of the field explorations, laboratory testing, engineering analyses, and geotechnical engineering conclusions and recommendations will be summarized in a draft geotechnical report for review. Two (2) copies of the draft report will be provided for review by the project team. Upon receipt of review comments, the comments will be addressed and six (6) copies of a signed and sealed geotechnical report will be submitted. The geotechnical report will include:

Deliverables

- A site plan showing the locations of the explorations completed for this study (WHPacific will provide a base map in AutoCAD format).
- Results of laboratory testing and logs of the exploratory borings.
- A discussion of the near-surface soil and groundwater conditions observed in the explorations at the project site.
- Geotechnical conclusions and recommendations for the project, including:
 - a discussion of subgrade support characteristics along the project alignment
 - recommendations for subgrade preparation for new pavement sections, including reuse of site soil, and criteria for selection, placement, and compaction of structural fill
 - a discussion regarding stability of embankment fill slopes and overall global stability of proposed retaining walls
 - recommendations and geotechnical design parameters for foundation design
 - recommendations for geotechnical monitoring and consultation during construction

Sultan River Pedestrian Bridge
Sultan, Washington
October 30, 2012
Page 3 of 3

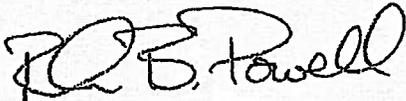
Budget Estimate

We have provided a budget on the attached worksheet to show the expected level of effort to complete the above scope of work. Our services will be provided in accordance with our TERMS AND CONDITIONS, which is attached to this services agreement.

We appreciate the opportunity to submit this agreement and are looking forward to working with you on this project. If this agreement meets with your approval, please sign in the spaces provided below and return one copy of this agreement to serve as your authorization for us to proceed.

The parties hereto execute this Agreement by signature of their respective authorized officers or representatives, effective as of the date shown above.

Sincerely,
Robinson Noble, Inc.



Rick B Powell, PE
Principal Engineer
RBP:am

**Client/Owner Authorized
Signature**

(typed or printed name)

Billing Address _____

Phone No. _____

Email _____

Tax Parcel No. _____

Date: _____

Date: 10/30/2012

Attachments: Terms and Conditions

Robinson Noble, Inc.

C 36



**ROBINSON
NOBLE**

EXHIBIT G-3

October 19, 2012

Mr. Marc Servizi
WHPacific
12100 NE 195th Street, Suite 300
Bothell, Washington 98011

RE: **Overhead Rate**
Sultan River Pedestrian/Bicycle Bridge

Marc,

You requested that we provide an "audited" Overhead Rate to allow for appropriate compensation for Robinson Noble hourly rates on this project. We are a small business, as identify by King County SCS (Small Contractor and Supplier) certification, and typically do not perform the audit rate because of the additional cost to obtain this information. We have included with this explanation letter our December 31, 2011 Overhead Schedule that includes a breakdown of our fees. We hope this will satisfy your request as the Overhead Rate.

We appreciate the opportunity to be of service to you. If there are any questions concerning this letter or if we can provide additional services, please call.

Sincerely,

Robinson Noble, Inc.

Rick B. Powell, PE
Principal Engineer

RBP:am

One Copy Submitted
Attachment – Robinson Noble 2011 Overhead Schedule

Robinson Noble, Inc.
Overhead Schedule
For the Year Ended December 31, 2011

| Description | Amount | Robinson Noble Adj. | WSDOT Adj. | Ref. | Accepted Amount | % |
|-------------------------------|--------------------|---------------------|------------|---------|-----------------------|----------------|
| Direct Labor | <u>\$477,342</u> | | | | <u>\$477,342</u> | 100.00% |
| Fringe Benefits: | | | | | | |
| Vacation, Sick, & Holiday | \$122,037 | | | | \$122,037 | 25.57% |
| Payroll Taxes | 103,341 | | | A | 103,341 | 21.65% |
| Health Insurance | 59,918 | | | | 59,918 | 12.55% |
| Workers' Comp. Insurance | | | | A | 0 | 0.00% |
| Profit Sharing (401-k) | 31,029 | | | | 31,029 | 6.50% |
| Fringe Benefit Adjustment | | (35,985) | | B | (35,985) | |
| Total Fringe Benefits | <u>\$316,325</u> | <u>(\$35,985)</u> | <u>\$0</u> | | <u>\$280,339</u> | <u>58.73%</u> |
| General Overhead: | | | | | | |
| Indirect Labor | \$363,197 | | | | \$363,197 | 76.09% |
| Labor Variance (Uncomp OT) | | (\$45,713) | | C | (45,713) | -9.58% |
| Bid & Proposal Labor | 142,837 | | | | 142,837 | 29.92% |
| Advertising Labor | | | | D | 0 | 0.00% |
| Public Relations Labor | 126,230 | (126,230) | | B | 0 | 0.00% |
| Direct Selling Labor | | | | F | 0 | 0.00% |
| Incentive Bonus | 0 | | | | 0 | 0.00% |
| Rent | 122,184 | | | | 122,184 | 25.60% |
| Maintenance & Repairs | 22,069 | | | | 22,069 | 4.62% |
| Automobiles | 1,898 | | | | 1,898 | 0.40% |
| Travel | 0 | | | | 0 | 0.00% |
| Travel - Meals | 0 | | | | 0 | 0.00% |
| Insurance | 38,574 | | | | 38,574 | 8.08% |
| Telephone | 13,381 | | | | 13,381 | 2.80% |
| Utilities | 17,196 | | | | 17,196 | 3.60% |
| Taxes & Licenses | 133,355 | (11,278) | | G | 122,076 | 25.57% |
| Depreciation & Amortization | 38,764 | (27,539) | | H | 11,225 | 2.35% |
| Dues & Subscriptions | 1,679 | (513) | | | 1,166 | 0.24% |
| Employee Train/Recruit/Moving | 3,779 | | | | 3,779 | 0.79% |
| Advertising | 4,553 | (4,553) | | I | 0 | 0.00% |
| Public Relations Expenses | 33,468 | (33,468) | | I, J, K | 0 | 0.00% |
| Direct Selling Expenses | | | | L | 0 | 0.00% |
| Professional Fees | 12,607 | | | | 12,607 | 2.64% |
| Interest | 17,425 | (17,425) | | M | 0 | 0.00% |
| Computer | 4,655 | | | | 4,655 | 0.98% |
| Supplies & Miscellaneous | 25,357 | | | | 25,357 | 5.31% |
| Total General Overhead | <u>\$1,123,208</u> | <u>(\$266,720)</u> | <u>\$0</u> | | <u>\$856,489</u> | <u>179.43%</u> |
| Total Overhead Costs | <u>\$1,439,533</u> | <u>(\$302,705)</u> | <u>\$0</u> | | <u>\$1,136,828</u> | <u>238.16%</u> |
| Overhead Rate | 301.57% | 238.16% | | | <u>238.16%</u> | |

Robinson Noble, Inc. - In Process
"Overhead Rate still subject to WSDOT Audit"

References

Robinson Noble Adjustments and Notes:

- A Worker's Comp included in Payroll Taxes
- B Fringe Benefit adjustment; directly associated cost to unallowable advertising, public relations and direct selling labor per 48 CFR 31.201-6(a).
- C Labor Variance Account to show the uncompensated overtime labor adjustment. Labor Variance account is an offset account to balance to payroll.
- D Advertising labor included in Public Relations Labor
- E Advertising and Public relations labor unallowable per 48 CFR 31.205-1.
- F Direct Selling labor included in Bids & Proposal labor
- G Unallowable taxes and licenses per 48 CFR 31.205-41.
- H Amortization of goodwill unallowable per 48 CFR 31.205-49.
- I Advertising and Public Relations associated expenses unallowable per 48 CFR 31.205-1 and 31.205-38.
- J Entertainment unallowable per 48 CFR 31.205-14 and Gifts unallowable per 48 CFR 31.205-13.
- K Unsupported direct selling costs, no documentation available to demonstrate and support "person to person" selling unallowable per 48 CFR 31.205-38(b)(5).
- L Direct Selling expenses included with Public Relations expenses
- M Interest unallowable per 48 CFR 31.205-20.

October 30, 2012

WH Pacific
12100 NE 195th St, Ste 300
Bothell, WA 98011
(425) 951-4800

EXHIBIT G

Subject: Sultan River Pedestrian Bridge

Attn: Marc Servizi P.E.

Dear Marc;

We are happy to provide engineering services for the Sultan River Pedestrian Bridge "Alternatives Analysis". As discussed I believe the best way we can support the project at this phase is in the following areas:

Task 1 Structural Alternatives Analysis (9.01)

Under this task, we will prepare a bridge alternatives analysis similar to a TS&L study. All work will be per the guidelines in Chapter 2 of the "Washington State Bridge Design Manual." The report will describe the project, proposed structures, cost estimates, other design alternatives considered and recommendations. The final report will provide justification for the referred bridge alternative.

A minimum of three bridge types or layouts will be evaluated.

We will work with you and your staff to complete the report with any in-house and sub consultant information available and with our technical support in the following areas:

- Feasible alignments
- Structural engineering & bridge design
- Review of geotechnical information
- Review of hydraulic analysis

Task 2 Structural Support (9.02)

Under this task, we will provide supplementary information in support of the public information effort and the permitting efforts for the project. This task will include:

- Project meetings
- One public meeting
- Public Information graphics
- Drawings for the environmental permit applications

Items furnished or prepared by the WH Pacific:

Survey of the Bridge Site (AutoCAD 2008 base map file.)
Hydraulic Analysis
Geotechnical Foundations report

All work will be in conformance with the current edition of AASHTO and the WSDOT Bridge Design Manual.

All CAD work will be prepared using the project border and title sheets in Auto CAD 2012.

Please see the enclosed spreadsheet for a summary of our estimated cost & hours for this stage of the project. Please note the engineering effort for final PS&E is not included in this proposal, and will be developed at a later date. We look forward to working with you on this exciting project. If you have any questions please feel free to call.

Sincerely,

David R. Shearer S.E.
Principal
SHEARER DESIGN

Exhibit G

Deliverables:

9.01 "Alternatives Analysis Report" Draft & Final copies.

- Two bound copies
- One electronic copy

The body of the "Alternative Analysis Report" will expand and address the following areas:

- Pros & Cons of each bridge alternative
- Plan and elevation drawings of each bridge alternative appraised
- Aesthetic considerations
- Maintenance issues
- Planning level project cost estimates for the bridge elements
- Environmental issues
- Geometric constraints
- Construction issues
- Utility support
- Project staging requirements

9.02 Structural Support .

- Permit Drawings
- Public Involvement Graphics

30% Preliminary Design not included

EXHIBIT G.3

October 17, 2012

WH Pacific
12100 NE 195th St, Ste 300
Bothell, WA 98011
(425) 951-4800

Attn: Marc Servizi, P.E.

RE: ***Sultan River Pedestrian Bridge .***

Dear Mr. Servizi:

Please consider this letter to be a statement of rates for Shearer Design LLC. It covers consulting work for;

"Sultan River Pedestrian Bridge "

Shearer Design LLC is a three-person firm with no calculated overhead rate. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. The hourly fees offered for this contract are the lowest fees we offer for preferred clients. I also confirm that all direct nonsalary costs will be invoiced without mark-up.

- *David R Shearer, Principal - \$121.16*
- *Brien Lindstrom, Project Engineer - \$88.54*
- *Joshua Pruitt, Staff Engineer - \$74.56*

Shearer Design LLC will comply with the rules and regulations regarding travel costs in accordance with Washington State Department of Transportation Accounting Manual M13-82, Chapter 10 Travel Rules and Procedures, and revisions thereto.

Please call David Shearer (206) 781-7830 if you have any questions.

Sincerely,

David Shearer
Shearer Design LLC

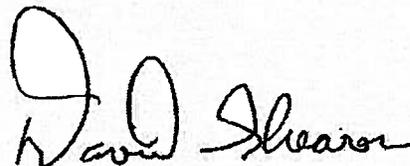




EXHIBIT G

**Proposal for Franchise Utility Consulting and Planning Services
For the
Sultan Pedestrian Bridge: Phase 1A**

October 31, 2012

WHPacific Inc.
Mr. Marc Servizi
Suite 300
12100 NE 195th St
Bothell WA. 98011

Dear Mr. Servizi;

Roduin Consulting Group is pleased to submit this proposal for franchise utility planning services for WHPacific's (WHP) Sultan Pedestrian Bridge project.

Our Understanding of the Project

WHP is in the initial planning stage with City of Sultan for development of a pedestrian bridge plan.

Roduin Consulting Group (RCG) has been requested to provide franchise utility consulting and coordination for the design phase, in support of WHP's planning and design process.

Scope and Fee Proposal

Base Scope of Work

Phase 1

- Attend WHP / City of Sultan (CoS) planning meetings.
- Provide franchise utility consulting.
- Provide rough order of magnitude construction cost estimate for DU systems.
- Provide franchise utility coordination.
- Provide a composite utility coordination plan drawing

Billable Activities

- Correspondence documentation and records.
- Meetings and meeting preparation
- Utility company planning and coordination
- Design review and coordination
- Document generation and planning exhibits
- Construction cost estimates (rough order of magnitude)
- Travel



Deliverables

Deliverables will depend on the specific requirements of the situations and the needs of the owner's team, the program manager, the architect and their engineers, consultants and contractors on the project. Documents required for the design schedule will be coordinated with and provided in the scheduled time frame for that design phase.

- Exhibits and drawings
- Reports
- Recommendations and observations
- System layouts and owners requirements
- Application Forms
- Clarification documents
- Meeting attendance



EXHIBIT G3

November 5, 2012

WH Pacific
Attn: Marc Servizi, P.E.
12100 NE 195th St, Ste 300
Bothell, WA 98011
(425) 951-4800

Subject: Sultan River Pedestrian Bridge

Dear Mr. Servizi:

Please consider this letter to be a statement of rates for **Roduin Consulting Group LLC**. It covers consulting work for the "Sultan River Pedestrian Bridge".

Roduin Consulting Group LLC is a one person firm with no calculated overhead rate. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. The hourly fee offered for this contract is the lowest contracted rate we offer. I also confirm that all direct non-salary costs will be invoiced without mark-up.

- Rod Roduin, Owner: \$135.00 per hour.

Roduin Consulting Group LLC will comply with the rules and regulations regarding travel costs in accordance with Washington State Department of Transportation Accounting Manual M13-82, Chapter 10 Travel Rules and Procedures, and revisions thereto.

Please call or email Rod Roduin if you have any questions.

Sincerely,
Rod Roduin

Roduin Consulting Group LLC

| | |
|--|---|
| Local Agency Standard Consultant Agreement | Consultant/Address/Telephone WHPacific, Inc. 12100 NE 195th Street, Suite 300 Bothell, WA 98011 425-951-4800 |
| <input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____ | Project Title And Work Description City of Sultan Sultan River Pedestrian/Bike Bridge Design |
| Federal Aid Number _____ | |
| Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate <u>168.49</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>168.49</u> % Fixed Fee \$ <u>687.00</u> | |
| <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work | DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 20-3966470 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date December 31, 2014 Total Amount Authorized \$ <u>8,000.00</u> Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>8,000.00</u> |

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work <input type="checkbox"/> Exhibit A-2 Task Order Agreement <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum <input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate <input type="checkbox"/> Exhibit D-4 Payment - Provisional <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates <input checked="" type="checkbox"/> Exhibit F Overhead Cost <input checked="" type="checkbox"/> Exhibit G Subcontracted Work <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost <input checked="" type="checkbox"/> Exhibit H Title VI Assurances <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures <input type="checkbox"/> Exhibit L Liability Insurance Increase <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification <input type="checkbox"/> App. 31.910 Supplemental Signature Page |
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THIS AGREEMENT, made and entered into this 26th day of October, 2012, between the Local Agency of City of Sultan, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

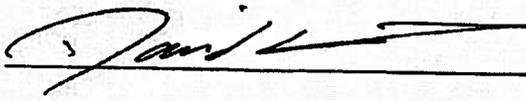
XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By 

By 

Consultant WHPacific, Inc.

Agency City of Sultan

Exhibit A-1**Scope of Work**

The following work is proposed to commence immediately upon approval from Council. The majority of the Preliminary Design work will be per Future Tasks, as described below.

Task #1 PROJECT MANAGEMENT - WHPacific**Scope of Work**

The CONSULTANT will provide contract management and administration services for the project, to include: developing and maintaining project scope and budget, liaison with CITY staff, and preparing monthly narrative progress reports and invoices.

Deliverables

Monthly progress reports/invoices
Project Coordination
Scope of Work

Task #2 TOPOGRAPHIC SURVEY - WHPacific**Scope of Work**

WHPacific will survey cross-sections of the streambed of the Sultan River at the following locations:

RR bridge – embankment to embankment
Downstream edge of Hwy bridge – embankment to embankment
Upstream edge of Hwy bridge – same, pick up fill placed that blocks flow
50 ft upstream of Hwy bridge – at least OHW to OHW
100 ft upstream of Hwy bridge – same
150 ft upstream of Hwy bridge – same
200 ft upstream of Hwy bridge – same
500 ft – same
1000 ft – same

This work is proposed to be done prior to execution of the detailed scope of work to allow the survey crew to work in lower water conditions.

Deliverables

Survey point data to be incorporated into detailed topographic map.

Task #3 APE Plan - Anchor QEA

Scope or Work

Establish the Area of Potential Effects (APE): Anchor QEA will determine the APE as required in the Local Agency Guidelines and the WSDOT-FHWA Section 106 Programmatic Agreement. The APE will include all areas where the project could impact historic properties (archaeological sites or historic structures).

This work is proposed to be done prior to execution of the detailed scope of work because it is a long lead item and must be approved prior to any exploratory excavations.

Deliverables:

1. GIS shapefile of the APE
2. Short narrative description and map for delivery to WSDOT Highways and Local Programs.

Schedule

Work on Tasks #1 - #3 will commence on approximately October 29, 2012, pending council approval on October 25.

Future Tasks

Scope and budget to be determined for the following items upon agreement of detailed scope and fee. A supplemental agreement will be executed for each of the following tasks.

1. Alternative Analysis, including survey, Geotechnical, Environmental, Structural, Public Involvement, Cost estimating, utilities, Acquisition, ADA, Landscape, Hydraulics and Hydrology.
2. PS & E
3. Construction Management

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. **Surveying, Roadway Design & Plans Preparation Section**
 - A. **Survey Data**
 - B. **Roadway Design Files**
 - C. **Computer Aided Drafting Files**
 - D. **Specify the Agency's Right to Review Product with the Consultant**
 - E. **Specify the Electronic Deliverables to Be Provided to the Agency**
 - F. **Specify What Agency Furnished Services and Information Is to Be Provided**
- II. **Any Other Electronic Files to Be Provided**
- III. **Methods to Electronically Exchange Data**
 - A. **Agency Software Suite**
 - B. **Electronic Messaging System**
 - C. **File Transfers Format**

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. **Actual Costs:** Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. **Direct Salary Costs:** The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. **Overhead Costs:** Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

CONSULTANT FEE ESTIMATE



Exhibit E-1

Original

Client: **City of Sultan**
 Project: **Pedestrian Bridge - Phase 1A**
 Date: **October 16, 2012**

LABOR:

| TASK NO. | TASK (Scope of Services) | WHPACIFIC PROJECT TEAM | | | | | | | | | | Task LABOR COST | | |
|----------|---------------------------------------|------------------------|-------|-------|-----|------|-----------------|------------------|-------------|-----------------------|----------------|-----------------|---------|------------|
| | | Sam | Marc | RD | CC | Crew | Design Engineer | QA/QC Technician | Survey Tech | Survey - 2 Prev. Crew | Project Coord. | | Capital | Task HOURS |
| 1.00 | Project Management | 4 | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 28 | \$1,238 |
| | 1 Monthly reports | | 2 | | | | | | | | 1 | | | |
| | Invoice and scope preparation | | 6 | | | | | | | | | | | |
| | Coordination with Client, WISDOT, Sub | 4 | 6 | | | | | | | | | | | |
| 2.00 | Survey Streambed | 0 | 0 | 4 | 0 | 0 | 0 | 4 | 8 | 0 | 0 | 0 | 18 | \$820 |
| | Field Time and office time | | | 4 | | | | 4 | 8 | | | | 42 | |
| | Labor Hours Total | 4 | 18 | 4 | 0 | 0 | 0 | 4 | 8 | 4 | 0 | 0 | 42 | \$2,148 |
| | Labor Cost Total | \$228 | \$899 | \$180 | \$0 | \$0 | \$180 | \$480 | \$101 | \$0 | \$0 | \$0 | \$2,148 | \$2,148 |

Overhead Percentage: 185.49% x Direct Salary Cost (DSC) = \$3,619
 Fixed Fee Percentage: 32.00% x Direct Salary Cost (DSC) = \$687
Labor Total: \$4,306

| ITEM | QUANTITY | UNIT COST | EXPENSES COST |
|-------------------------|----------|-----------|---------------|
| Mileage | 142 | \$0.550 | \$78 |
| Plots and Reproductions | 0 | \$3.00 | \$0 |
| Expenses Total: | | | \$78 |

| SUBCONSULTANTS: | MARK | UP | DOWN | SUBCONSULTANT COST |
|------------------------------|------|----|------|--------------------|
| Anchor QSA | | | | \$1,467 |
| Subconsultants Total: | | | | \$1,467 |

TOTAL PROJECT FEE: \$3,000

EXHIBIT F



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

July 11, 2012

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Joanne Springs, Controller
WH Pacific, Inc.
300 W 31st Avenue
Anchorage AK 99503-3878

Re: WH Pacific, Inc. Overhead Schedule
Fiscal Year End September 25, 2011

Dear Ms. Springs:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by WH Pacific, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of WH Pacific, Inc. accounting system, and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing WH Pacific, Inc. overhead rate for fiscal year ending September 25, 2011, at 168.49% (rate includes Facilities Cost of Capital) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit either your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for certain executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

Ms. Springs
July 11, 2012
Page 2

If you or any representative of WH Pacific, Inc. have any questions, please contact Martha Roach, Jeri Sivertson or Steve McKerney at (360) 705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

WHPacific, Inc.
Overhead Schedule
For the Year Ended September 25, 2011

| Description | Financial Statement Amount | WHPacific Adj. | WSDOT Adj. | Ref. | Accepted Amount | % |
|-------------------------------------|----------------------------------|----------------------|--------------------|---------------------|---------------------|----------------|
| Direct Labor | <u>\$16,609,077</u> | (\$394,612) | \$394,612 | P,T | <u>\$16,609,077</u> | 100.00% |
| Fringe Benefits: | | | | | | |
| Fringe Benefits | \$8,806,356 | (\$54,776) | | A,B,E | \$8,751,581 | 52.69% |
| Other Payroll Related Costs | 556,381 | (61,100) | (150,468) | A,B,K,U | 344,813 | 2.08% |
| Total Fringe Benefits | <u>\$9,362,737</u> | <u>(\$115,875)</u> | <u>(\$150,468)</u> | | <u>\$9,096,393</u> | <u>54.77%</u> |
| General Overhead: | | | | | | |
| Indirect Labor | \$9,549,534 | (\$1,856,333) | (\$228,647) | B,O,P,R,S, T,V,W | \$7,464,554 | 44.94% |
| Marketing Labor | | (70,261) | | B | (70,261) | -0.42% |
| Bid and Proposal Labor | | 1,749,721 | | S | 1,749,721 | 10.53% |
| Travel | 574,172 | (54,908) | | B,N,O | 519,263 | 3.13% |
| Freight | 55,181 | (1,191) | | B,O | 53,991 | 0.33% |
| Legal | 692,059 | (440,742) | | D,O | 251,317 | 1.51% |
| Consulting | 721,561 | (131,112) | 29,489 | L,O,Q,X | 619,938 | 3.73% |
| Occupancy | 3,860,720 | (324) | | | 3,860,396 | 23.24% |
| Communications | 447,238 | | | B | 447,238 | 2.69% |
| Insurance | 639,107 | | | | 639,107 | 3.85% |
| Depreciation and Amortization | 1,091,285 | | | | 1,091,285 | 6.57% |
| Property Maintenance and taxes | 79,662 | | | | 79,662 | 0.48% |
| Equipment rent and operations | 964,942 | (65) | | B,H | 964,877 | 5.81% |
| Office operations | 1,412,663 | (13,497) | | B,H,K | 1,399,166 | 8.42% |
| Business Development | 80,222 | (4,406) | | B,C,G | 75,816 | 0.46% |
| Advertising/Printing | 150,449 | (135,257) | | B | 15,191 | 0.09% |
| Entertainment | 2,961 | (2,961) | | G | (0) | 0.00% |
| Contributions | 37,597 | (37,597) | | F,J | 0 | 0.00% |
| Bad Debts | (163,517) | 163,517 | | D | (0) | 0.00% |
| Other Taxes, except Federal Income | 180,842 | | | M | 180,842 | 1.09% |
| Loss on sale of Assets | 1,583 | | | | 1,583 | 0.01% |
| Miscellaneous reimbursements | (56,357) | | | | (56,357) | -0.34% |
| Interest | 17,848 | (17,848) | | H,I | 0 | 0.00% |
| Federal Income Taxes | 711,143 | (711,143) | | M | 0 | 0.00% |
| Reimbursed unit costs | (462,083) | | | | (462,083) | -2.78% |
| Total General Overhead | <u>\$20,588,812</u> | <u>(\$1,564,408)</u> | <u>(\$199,158)</u> | | <u>\$18,825,246</u> | <u>113.34%</u> |
| Total Overhead Costs | <u>\$29,951,549</u> | <u>(\$1,680,283)</u> | <u>(\$349,626)</u> | | <u>\$27,921,639</u> | <u>168.11%</u> |
| Overhead Rate (Less FCC) | <u>180.33%</u> | <u>174.36%</u> | | | <u>168.11%</u> | |
| Facilities Cost of Capital | 0.00% | \$62,916 | | | <u>\$62,916</u> | 0.38% |
| Overhead Rate (Includes FCC) | | | | | <u>\$27,984,555</u> | |
| | | | | | <u>168.49%</u> | |

WHPacific, Inc.
Overhead Schedule
For the Year Ended September 25, 2011

| Description | Financial Statement Amount | WHPacific Adj. | WSDOT Adj. | Ref. | Accepted Amount | % |
|-------------|----------------------------------|-------------------|---------------|------|--------------------|---|
|-------------|----------------------------------|-------------------|---------------|------|--------------------|---|

WHPacific Inc. - Reviewed & Accepted 07/09/12 LT
"Overhead Rate still subject to WSDOT Audit"

References

WHPacific Adjustments:

WHPacific, Inc. Overhead Audited by Jones & Roth and other adjustments per WSDOT policy

- A Cost directly associated with unallowable costs 48 CFR 31-201-6(a)
- B Public relations and advertising unallowable per 48 CFR 31.205-1.
- C Costs of memberships in civic and community organization unallowable per 48 CFR 31.205-1(f)(7).
- D Bad debt or costs associated with collecting bad debt unallowable per 48 CFR 31-205-3
- E Cost of company furnished automobiles that relate to personal use by employees unallowable per 48 CFR 31.205-6(m)(2)
- F Contributions unallowable per 48 CFR 31.205-81.
- G Entertainment unallowable per 48 CFR 31.205-14.
- H Fines, penalties, and mischarging costs unallowable per 48 CFR 31-205.15
- I Interest and other financial costs unallowable per 48 CFR 31.205-20
- J Lobbying and political activity costs unallowable per 48 CFR 31.205-22
- K Organization costs unallowable per 48 CFR 31.205-27
- L Professional and consultant service costs unallowable per 48 CFR 31.205-33
- M Taxes and licenses unallowable per 48 CFR 31.205-41.
- N Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per WSDOT Accounting Manual, M13-82, Chapter 10 Travel and 48 CFR 31.205-46(a)(2).
- O Legal Costs in relation to litigation unallowable per 48 CFR 31.205-47(f)(5) including indirect labor of \$44,311
- P Overtime premium for direct unallowable per 48 CFR 22.103-1, 22.103-4(g) & WSDOT O/H Policy in the amount of \$349,612
- Q Federal Income Tax Prep Fees allowable \$250 per 48 CFR 31.205.41(b)(1), 31.201-6(a) & WSDOT O/H Policy
- R Overtime premium for indirect unallowable per 48 CFR 22.103-1, 22.103-4(g) & WSDOT O/H Policy in the amount of \$22,429
- S Bid and Proposal labor moved from indirect labor for transparency

WSDOT Adjustments:

- T Reverse OT Premium adjustment from Direct Labor \$394,612 and Indirect Labor \$22,429.
WSDOT OH Policy No Longer in Effect for FYE 2011 OH.
- U WSDOT estimated adjustment to Employee Morale account to align with adjustment from previous audit office adjustments and testing of 2011 account. Unallowable costs removed per 48 CFR 31.205-13(b), 31.205-13(c), 31.205-14, and 31.205-1. Unallowable costs included: gift cards, holiday lunch, charity related activities, booth fees related to advertising, no receipts, and insufficient documentation to support meal costs.
- V Referral Bonus \$10,500 and PSI Bonus \$108,300 unallowable per 48 CFR 31.205-6(f) and AASHTO Audit Guide Chapter 7.12 C. Bonus payments are not based on individual performance, No documentation provided to support performance based allowability.
- W Severance pay (\$132,276) greater than established working policy of 2 weeks pay unallowable per 48 CFR 31.205-6(g).
- X Reverse Federal Income Tax Preparation fees adjustment \$29,489. WSDOT OH Policy No Longer in Effect for FYE2011 OH.

Exhibit G
Subcontracted Work

Anchor QEA

APE Plan

Scope of Work

Establish the Area of Potential Effects (APE): Anchor QEA will determine the APE as required in the Local Agency Guidelines and the WSDOT-FHWA Section 106 Programmatic Agreement. The APE will include all areas where the project could impact historic properties (archaeological sites or historic structures).

This work is proposed to be done prior to execution of the detailed scope of work because it is a long lead item and must be approved prior to any exploratory excavations.

Deliverables:

1. GIS shapefile of the APE
2. Short narrative description and map for delivery to WSDOT Highways and Local Programs.

EXHIBIT G-3

| Actuals Not To Exceed Table Labor Categories Billing Rates for Anchor QEA, LLC * | | | | | | | | | | | | |
|--|--------------------|-----------|----------|-----------|----------|----------|--------------|-----------|--|--|--|--|
| Salary Escalation | = | 5.0% | | | | | | | | | | |
| Overhead | = | 1.4438 | | | | | | | | | | |
| Fee | = | 32% | | | | | | | | | | |
| Billing Multiplier | = | 2.7638 | | | | | | | | | | |
| Classification | Direct Salary Cost | | Overhead | | Fee | | Billing Rate | | | | | |
| | Min | Max ** | Min | Max | Min | Max | Min | Max | | | | |
| Principal | \$ 69.60 | \$ 123.90 | \$ 99.62 | \$ 178.89 | \$ 22.08 | \$ 39.65 | \$ 190.70 | \$ 342.43 | | | | |
| Senior Managing Sci/Eng/Planner/Landscape Arch./Analyst/CM | \$ 51.00 | \$ 73.50 | \$ 73.63 | \$ 106.12 | \$ 16.32 | \$ 23.52 | \$ 140.95 | \$ 203.14 | | | | |
| Managing Sci/Eng/Planner/Landscape Arch./Analyst/CM | \$ 39.00 | \$ 57.75 | \$ 55.31 | \$ 83.38 | \$ 12.48 | \$ 18.48 | \$ 107.79 | \$ 159.61 | | | | |
| Senior Sci/Eng/Planner/Landscape Arch./Analyst/CM | \$ 32.00 | \$ 48.30 | \$ 46.20 | \$ 69.74 | \$ 10.24 | \$ 15.46 | \$ 88.44 | \$ 133.49 | | | | |
| Staff 3 Sci/Eng/Planner/Landscape Arch./Analyst/CM | \$ 26.00 | \$ 39.90 | \$ 37.54 | \$ 57.61 | \$ 8.32 | \$ 12.77 | \$ 71.86 | \$ 110.28 | | | | |
| Staff 2 Sci/Eng/Planner/Landscape Arch./Analyst/CM | \$ 19.00 | \$ 37.80 | \$ 27.43 | \$ 54.58 | \$ 6.08 | \$ 12.10 | \$ 52.51 | \$ 104.47 | | | | |
| Staff 1 Sci/Eng/Planner/Landscape Arch./Analyst/CM | \$ 19.00 | \$ 31.50 | \$ 27.43 | \$ 45.48 | \$ 6.08 | \$ 10.08 | \$ 52.51 | \$ 87.06 | | | | |
| CAD Designer/Senior CAD Designer | \$ 19.00 | \$ 39.90 | \$ 27.43 | \$ 57.61 | \$ 6.08 | \$ 12.77 | \$ 52.51 | \$ 110.28 | | | | |
| Technician | \$ 13.00 | \$ 52.50 | \$ 18.77 | \$ 75.80 | \$ 4.16 | \$ 16.80 | \$ 35.93 | \$ 145.10 | | | | |
| Project Coordinator | \$ 10.00 | \$ 55.65 | \$ 14.44 | \$ 80.35 | \$ 3.20 | \$ 17.81 | \$ 27.64 | \$ 153.91 | | | | |

* Final billing rates shall equal actual direct salary costs at the time the work is performed plus the agreed burdened rates for overhead and profit subject to limitations within the established ranges.

** Maximum rate including escalation

| Direct Non-Salary Reimbursable Rates for Anchor QEA, LLC | |
|---|--|
| Item | |
| All reimbursable expenses are at cost | |
| Mileage is at the current Federal IRS rate | |

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.**

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- **There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.**

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- **If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.**
- **If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.**

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim (s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit M-1(a)
Certification Of Consultant**

Project No. _____
Local Agency _____

I hereby certify that I am David Williams and duly authorized representative of the firm of WHPacific, Inc. whose address is 12100 NE 195th Street, Suite 300, Bothell, WA 98011 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/16/12
Date


Signature

**Exhibit M-1(b)
Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Sultan, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/26/12
Date

Mary Ann Elice
Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): WHPacific, Inc.

10/16/12
(Date)

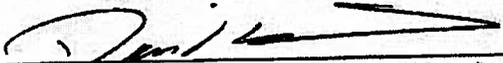

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): WHPacific, Inc.

10/16/12
(Date)

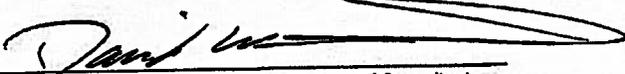

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Sultan River Pedestrian/Bike Bridge Design * are accurate, complete, and current as of October 17, 2012 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm WHPacific, Inc.
Name David Williams
Title Operations Manager
Date of Execution*** October 17, 2012

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 3

DATE: November 6, 2014

SUBJECT: Snohomish Regional Drug Task Force Inter-local Agreement

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

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

STAFF RECOMMENDATION:

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

SUMMARY:

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

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

FISCAL IMPACT:

In 203/201 the task force budget is anticipated to be \$334,520, including \$145,000 in federal grants and \$189,610 in local match money.

Sultan's assessment is \$1,233 to the SRDGTF and is included in the 2014 Budget. The funds are paid out of the General fund.

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

ALTERNATIVES:

- Council can direct Mayor Eslick to sign the inter-local agreement.
- Council can take no action and allow the inter-local agreement to expire. If Council lets the inter-local agreement expire the Regional Task Force will no longer support drug

and gang investigation or education for the City of Sultan. Deputies will have to complete the tasks on their own.

RECOMMENDED ACTION:

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

ATTACHMENTS

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

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

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force, is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

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

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

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

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

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

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

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

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

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

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

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2013, through June 30, 2014. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this agreement shall be from July 1, 2014, through June 30, 2015, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
 - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

- 3.1 Exhibit "B" sets forth the estimated Task Force Grant Contract budget and is incorporated herein by reference. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C" sets forth the Local Match breakdown for the period from July 1, 2014, to June 30, 2015, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested,

each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.

- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 For purposes of this agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

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

8.0 NONDISCRIMINATION PROVISION

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

9.0 TERMINATION OF AGREEMENT

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

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

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

12.0 INTEGRATION

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

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

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

14.0 SEVERABILITY

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

15.0 RECORDING

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

In witness whereof, the parties have executed this agreement.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____

Name: _____

Title: _____

Approved as to Form:

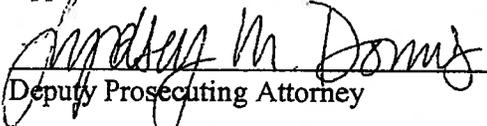
 6/11/14
Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2014 through June 30, 2015

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD

VACANT

ARLINGTON POLICE DEPARTMENT

1 Detective

FUNDING

Arlington PD

VACANT

MARYSVILLE POLICE DEPARTMENT

1 Detective

FUNDING

Marysville PD

VACANT

BOTHELL POLICE DEPARTMENT

1 Detective

FUNDING

Bothell PD

VACANT

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 K9 Detective
1 Reserve Deputy
1 Support Staff

FUNDING

Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff
Snohomish County Sheriff

VACANT

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

- 1 Deputy Prosecutor
- 1 Deputy Prosecutor
- 1 Support Staff
- 1 Deputy Prosecutor

FUNDING

- Justice Assistance Grant
- Snohomish County Prosecutor / Federal
- Snohomish County Prosecutor / Federal
- Snohomish County Prosecutor *VACANT*

STATE OF WASHINGTON

- 1 Detective
- 1 Case Worker

FUNDING

- Washington State Patrol
- DSHS, Child Protective Services

WA STATE GAMBLING COMMISSION

- 1 Agent

FUNDING

- Washington State

WASHINGTON NATIONAL GUARD

- 1 Intelligence Analyst

FUNDING

- Washington National Guard

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

- 1 Agent

FUNDING

- ATF *VACANT*

DRUG ENFORCEMENT AGENCY

- 1 Agent

FUNDING

- Drug Enforcement Agency *VACANT*

INTERNAL REVENUE SERVICE

- 1 Agent

FUNDING

- Internal Revenue Service *VACANT*

IMMIGRATION AND CUSTOMS ENFORCEMENT

- 1 Agent

FUNDING

- Immigration And Customs Enforcement *VACANT*

NAVAL CRIMINAL INTELLIGENCE SERVICE

- 1 Agent

FUNDING

- NCIS *VACANT*

EXHIBIT B

Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2014 through June 30, 2015

| | <u>FEDERAL FUNDS</u> | <u>LOCAL MATCH</u> | <u>TOTAL</u> |
|---------------------|--------------------------|------------------------|--------------|
| Salaries | 122,000 | 141,651 | 263,561 |
| Benefits | 23,000 | 47,959 | 70,959 |
| Contracted Services | 0 | 0 | 0 |
| Goods and Services | 0 | 0 | 0 |
| Travel | 0 | 0 | 0 |
| Training | 0 | 0 | 0 |
| Equipment | 0 | 0 | 0 |
| Confidential Funds | 0 | 0 | 0 |
| TOTALS | \$145,000 | \$189,610 | \$334,520 |

EXHIBIT C

Snohomish Regional Drug & Gang Task Force

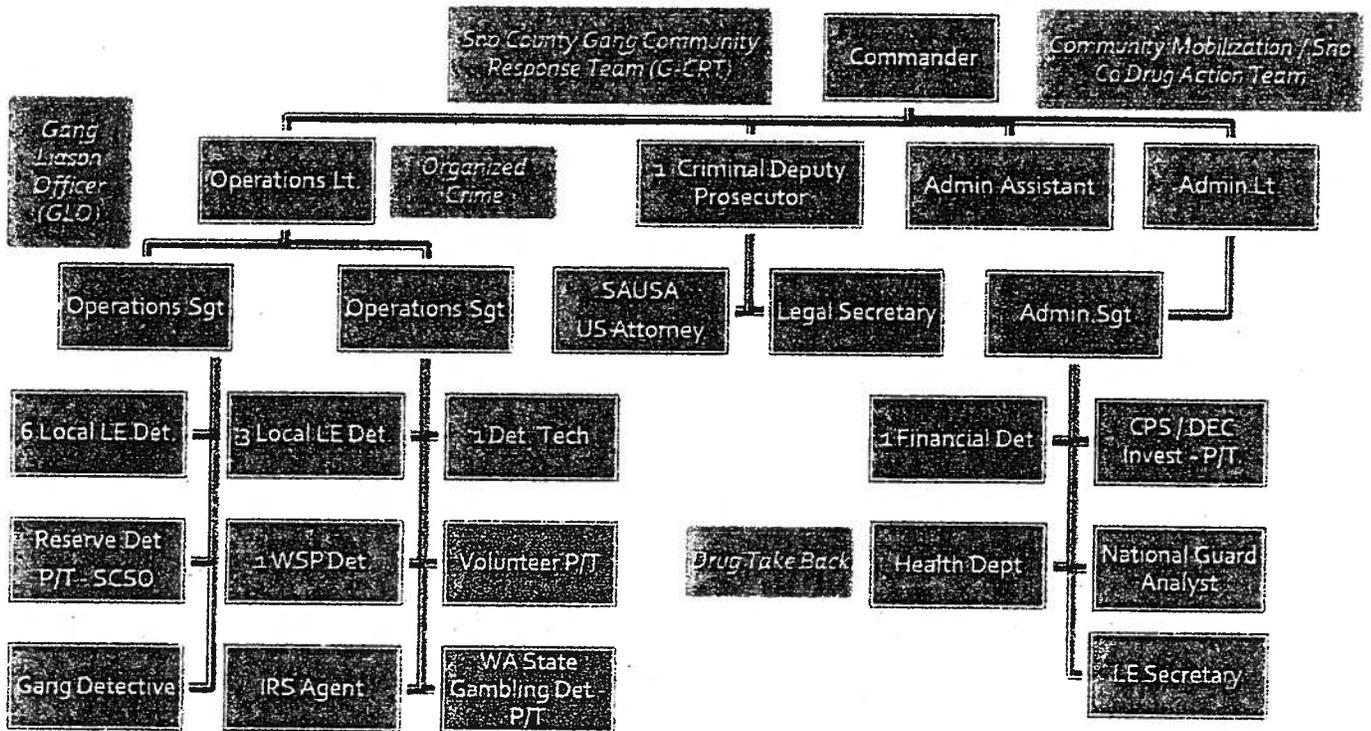
Local Match Breakdowns for July 1, 2014 through June 30, 2015

| <u>JURISDICTION</u> | <u>POPULATION</u> | <u>PERCENTAGE</u> | <u>AMOUNT</u> |
|---|-------------------|-------------------|-------------------|
| Arlington | 18,270 | 2.53% | \$ 4,750.00 |
| Bothell | 17,020 | 2.34% | \$ 4,390.00 |
| Brier | 6,315 | 0.86% | \$ 1,616.00 |
| Darrington | 1,350 | 0.19% | \$ 356.00 |
| Edmonds | 39,950 | 5.49% | \$ 10,544.00 |
| Everett | 104,200 | 14.29% | \$ 27,314.00 |
| Gold Bar | 2,080 | 0.29% | \$ 546.00 |
| Granite Falls | 3,385 | 0.46% | \$ 893.00 |
| Index | 180 | 0.02% | \$ 47.00 |
| Lake Stevens | 28,960 | 3.97% | \$ 7,474.00 |
| Lake Forest Park | - | - | - |
| Lynnwood | 35,960 | 5.03% | \$ 9,500.00 |
| Marysville | 62,100 | 8.52% | \$ 16,070.00 |
| Mill Creek | 18,600 | 2.55% | \$ 4,867.00 |
| Monroe | 17,510 | 2.40% | \$ 4,591.00 |
| Mountlake Terrace | 20,160 | 2.76% | \$ 5,296.00 |
| Mukilteo | 20,440 | 2.80% | \$ 5,381.00 |
| Snohomish | 9,220 | 1.26% | \$ 2,437.00 |
| Snohomish County | 312,500 | 42.29% | \$ 80,651.00 |
| Stanwood | 6,340 | 0.87% | \$ 1,648.00 |
| Sultan | 4,660 | 0.63% | \$ 1,233.00 |
| DSHS, CPS | - | - | \$ - |
| Snohomish Health District | - | - | \$ - |
| Washington State Patrol | - | - | \$ - |
| PARTICIPATING JURISDICTIONS' TOTALS: | | | \$ 189,610 |

EXHIBIT D

SRDGTF Executive Board

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



**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: D-1
DATE: November 6, 2014
SUBJECT: Trane Projects Update
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director



ISSUE:

The issue before the council is to hear an update of the Trane projects.

STAFF RECOMMENDATION:

Hear the Trane project updates and direct staff to areas of concern.

SUMMARY:

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

- From May through July, the City, RH2, Gray and Osborne, and Trane (the Team) worked together to develop a scope of work and design drawings for both the BPS and the WWTP that would allow for the longest term solution for the City's potable water requirements and for the WWTP needs.
- Final "30%" drawings were approved at the end of July to utilize for bid documents and to obtain guaranteed maximum cost and guaranteed savings for both systems.
- Trane issued RFQ's immediately following the City's approval.
- Unfortunately at bid day, only one contractor showed. Trane believes this is due to changing market conditions and timing of the contractor pre-bid walk through.
- Trane in turn contacted several contractors to gain interest in the projects.
- Trane re-walked two additional contractors a few days after the original pre-bid walk through.
- Bids were received from Contractors for both the WWTP Project as well as the BPS project on August 18th. We received (2) mechanical bids, (2) electrical bids, and (1) integration bid.
- Trane evaluated the bids and put together the open book pricing to review with the City on August 27. Unfortunately, the bids came in higher than budget on the BPS (and possibly the WWTP too), therefore in advance of meeting with the City, Trane met with RH2 and the contractors to discuss where there may be some opportunity to cut cost.
- Trane and RH2 developed a list of Value Engineering Options to discuss with the City while reviewing the open book pricing.
- August 27th Trane and RH2 met with the City to review these items. We discussed the potential Value Engineering options as well as the bidding environment. During that meeting, it was decided we should re-bid during the winter months when things typically

slow down for contractors to potentially receive more competitive pricing. It was also decided we should revise the scope to include some of the VE options and invite additional contractors to bid the project.

- The WWTP grant application was submitted to the Department of Commerce on September 17th. The grant was submitted with a 0.5/1 leverage ratio after City Council approval.
- Department of Commerce announced that due to the high volume of applicants, the evaluation period would be 8-10 weeks. We expect Commerce to announce the awardees in late November to mid-December.
- Trane suggested that when we re-bid the BPS, we should also re-bid the WWTP to ensure we are getting best cost.
- Trane and RH2 are working to revise the bid package which will in turn be released as an RFQ in early December to acquire new (hopefully lower) pricing.
- Trane will require bids to be returned in early January.
- We will re-evaluate the pricing and meet with the City in mid to late January to discuss next steps from there.