CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
November 7, 2013

6:45 PM Executive Session: Pending Litigation

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS
1) Volunteer Spotlight

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted
1) Police Report
2) Code Enforcement

HEARINGS:
1) 2014 Budget – General Fund 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 24, 2013 Council Meeting Minutes
2) Approval of the October 24, 2013 Public Hearing minutes on Collective Gardens
3) Approval of the October 24, 2013 Public Hearing minutes on the 2014 Tax Levy
4) Approval of Vouchers
5) Adoption of Ordinance 1175-13 – 2014 Property Tax Levy
6) Adoption of Ordinance 1176-13 – 2014 Police Bond Levy

ACTION ITEMS:
1) Ordinance 1178-13 2014 Salary Schedule
2) Resolution 13-06 2014 Salary Allocation
3) RH 2 – Contract for Everett Intertie
4) Law Enforcement Contract Agreement
5) Police Department Lease Agreement
6) Ordinance 1181-13 Code of Ethics
7) Ordinance 1180-13 MRV/WATV Use on Public Streets

DISCUSSION: **Time Permitting**
1) December meeting dates

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

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

ADA NOTICE: City of Sultan Community Center is accessible. Accommodations for persons with disabilites 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

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: P-1

DATE: November 7, 2013

Donna Murphy KW

SUBJECT: **Volunteer Spotlight ~ Return of the Salmon Celebration Committee**

CONTACT PERSON: Donna Murphy, Volunteer Coordinator

ISSUE:
To recognize the Return of the Salmon Celebration Committee, and the many community volunteers who planned and organized the Second Annual Return of the Salmon Celebration on September 28, 2013.

SUMMARY:

In January, 2013, knowing that Craig Young had recently retired and was involved in the 1st Annual Return of the Pinks, the City approached Craig and his wife, Mars Miller about organizing the 2nd Annual Return of the Salmon Celebration in Sultan.

According to Craig, they agreed because the City and Chamber of Commerce has a visionary group of people who provide a world-class support system for community inspired events: "We were happy to continue the Return of the Salmon Celebration on an annual basis knowing it would have the support of the City and Chamber; they are absolutely vital in pulling off a citizen organized Celebration like this", commented Craig.

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

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

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

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

City of Sultan Public Works Field Supervisor, Connie Dunn mapped the layout of the event, provided bleachers and picnic tables, and made sure everyone was comfortably under cover.

Community Volunteer, Rocky Walker pressure washed the entire venue prior to the event, and other volunteers pressure washed the bleachers. Mormon Church volunteers helped with event set-up and take-down.

The Volunteers of America Senior Center provided use of their kitchen by the food vendor.

Sultan School District loaned tables and chairs, delivering them and picking them up.

Sky Valley Chamber of Commerce provided the sound system, extension cords, tables and tents. They also provided the Shindig Vendor Application for the committee to use as a boilerplate for this event, and they agreed to be the non-profit financial umbrella collecting fees and donations. They also provided insurance coverage.

Snohomish County Department of Emergency Management provided an electronic reader board on US 2.

The Return of the Salmon Celebration Program (Please see attached)

The celebration consisted of a welcoming by the Mayor, opening ceremony, honoring of Guest of Honor, Patricia Linn, Prayer, Friendship Dance and Native American Drumming by Matthew War Bonnet, Native flute concert by Peter Ali and Nick Weaver, Native storytelling by Roger Fernandes and Riki Jacobs, and Children's activity table by Skykomish Valley Indian Education Parent Organization. There were a total of 24 vendors; 10 for-profit businesses and 14 educational non-profit organizations.

Highlights included riverside fish viewing tours led by PUD biologists, medicinal plant oil workshops by Sound Salmon Solutions, Food by Big Bear Native Tacos, and horse drawn covered wagon rides to the Statue and High School Fish Hatchery by KC and Raleigh of Let R Buck Corrals.

(Please see attached Program for more details)

Sponsors

- Cabelas provided 400 $25 coupons, and a $100 fishing rod and reel and $50 tackle box for raffle prizes
- Kool Change Printing provided posters worth $250
- Three families or individuals provided $100 each
- Six businesses or individuals provided $50 each

(Please see attached program for more details)

It was a very successful event in Sultan with more than 200 people attending, 13 core committee members coming to regular meetings, and dozens of other dedicated volunteer helpers. The estimated volunteer hours donated to this event easily exceeds 1,000.

Staff at the Wild Birds Unlimited Store in Monroe recently told Co-Chair, Mars Miller, "People are still coming in raving about the event, and are excited when they hear it will be back next year!"

Members of the committee have received numerous comments about how much visitors enjoyed the event, and how they all look forward to coming again next year.

One of the goals of the Celebration was to raise funds to put a roof over the statue, and to look for grants for interpretive displays at what will be the trailhead for the new trail from River Park to Osprey Park.

As a result of this event, a subcommittee was created to investigate raising funds for restoring the statue, perhaps even recreating it in bronze. The committee will have their first meeting on November 5, 2013 at 4:00 PM. Everyone is encouraged to join.

Heartfelt thanks to our Community Partners: City of Sultan, Sky Valley Chamber of Commerce, PUD, and the Tulalip Tribes.

Attachment: Return of the Salmon Celebration Program

Non-Profit and Educational Organizations

Alderleaf Wilderness College

Department of Ecology

Edmonds Community College Leaf School

Housing Hope

Public Utility District (PUD)

Return of the Salmon Celebration Committee

Sierra Club

Skykomish Valley Indian Education

Sky Valley Chamber of Commerce

Snohomish Conservation District

Snoleaf, Cascadia Green Building Council

Sound Salmon Solutions

Sultan Historical Society

Wild Washington Rivers

Remembering Chief T'seul-Ted

The Skykomish Valley has been home to Indian families for thousands of years. Native people lived here for countless generations, and traveled widely to visit relatives and friends in other tribal nations throughout Washington and the Pacific Northwest. From the coastal canoe nations to the horse nations of the Plateau, tribal people intermarried, and traded.

Today we remember Sultan's namesake Chief John T'seul-Ted, who was renowned as a healer and guide who knew the land like no other. His family relationships included the "upriver" people of the Skykomish, and extended to the big river Snohomish, Stillaguamish, and Snoqualmie people. These are the Tribes that as a result of the Point Elliot Treaty of 1855 now form the Tulalip Sovereign Nation. His family ties reached as far as Yakama, across the mountains.

Today our guest of honor is his great-great granddaughter Patricia Unn, resident of Tulalip. She has come to Sultan to help us welcome the return of the Salmon, and to honor his memory. The City of Sultan and the Tulalip Tribes are partners working together to protect the health of our watersheds and communities.

In Memoriam

Monroe resident Jerry Carter (Sept 1, 1937-Dec 15, 2010) sculpted the statue of Chief T'seul-Ted in his yard after he got home from his job, and after a year-and-a-half completed it in 1985. He moved it to Riverside Park in Sultan, where it stands today.

The Return of the Salmon Committee will be collecting funds and applying for grants to restore the statue and construct a roof over it. The statue is now at the head of the trail that will soon run from River Park to Osprey Park, and the project will include educational signs about the Skykomish and Sultan River Watersheds, and local history. We welcome your help!

Thanks You for Your Support!

The Sultan 2nd Annual Return of the Salmon Celebration Committee would like to thank all our partners, sponsors and supporters. Please contact us to let us know your suggestions and volunteer to serve on our committee for September 2014

Like returnofthesalmoncelebration on Facebook!

We look forward to seeing you at next year's event.

Craig Young, Chairperson 425-359-8936

Art work by Joseph David, Nuu-chah-nulth Nation and Sultan resident.

Return of the Salmon Celebration

Remembering Chief T'seul-Ted
Protecting our Salmon Watershed

Saturday, September 28, 2013
Noon - 4 PM
Osprey Park, Sultan, WA

PROGRAM

Noon	Welcome by Mayor	
	Introductions	
	Opening Ceremony	
	Opening Poem	
	Guest of Honor	
	Friendship Dance	
1-4 PM	Events	Horse-Drawn Wagon Rides
	Watershed Education	Fish Viewing Tours
	Storytelling	Native Flute Concert
	Tree Oil Workshop	Children's Activities
	Vendors	Raffle

Community Partners

Sponsors Over $100

Cabela's World's Foremost Outfitters

Sponsors $100 Level

Kool Change Printing

Outdoor Adventures

Sponsors $50 Level

Alderleaf Wilderness College, Monroe, WA
Janaki Rose Physiotherapies, Monroe and Index, WA
Linth Realty, Frank Linth, Gold Bar, WA
Soul in Bronze Sculpture Studio, Sultan, WA
Sultan Chiropractic & Massage
Brian Copple D. C. Sultan, WA
Werner Paddles Inc. Sultan, WA

Family or Individual Sponsors $100 Level

Miller-Young Family, Jean B. Roberts, Lucy Hitchcock

Presenters

Carolyn Eslick - Sultan Mayor

Tulalip Canoe Family

Renee Roman Nose - Poet and Master of Ceremonies

Patricia Linn - Guest of Honor
Chief T'seul-ted's Great Great Granddaughter

Matthew War Bonnett - Plains Style Friendship Dance

Keith Binkley, PUD
Riverside Fish Viewing Tours

Andy Noone, Medicinal Tree Oil Workshop

Roger Fernandes - Native Storyteller

Riki Jacobs - Native Storyteller

Peter Ali - Native American Flute Musician

Let 'Er Buck Corrals - Horse-Drawn Wagon Rides

Skykomish Valley Indian Education
Children's Activities Table

Vendors

Beautiful Forest Sounds
High Spirits - Native American Style Flute

Big Bear's Native Tacos
Indian Tacos, Frybread, Berry Shortcakes

Janaki Rose Physiotherapies
Neck, Shoulder, and Foot Releases
Heavenly Scents Soaps

JW Merc
Natural, Organic Specialty Foods

Mardell's Dream Catchers
Handmade Native Crafts

Marosites Handmade Crafts
Unique Hand Crafted Items

Olive Tree Botanicals
Local Soaps and Beauty Products

Soul in Bronze Sculpture Studio
Fine Art Services

Tupperware, Wendy McCune
Cash and Carry Products or Orders

Wild Birds Unlimited
Bird Baths, Feeders, Houses, Food

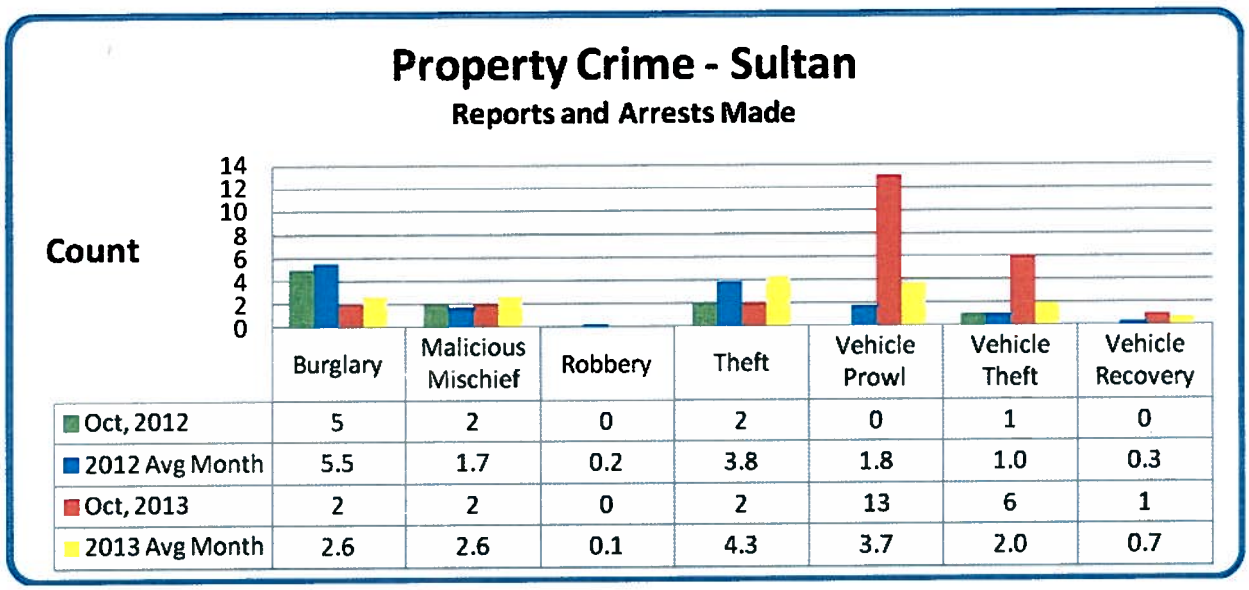
City of Sultan In Partnership With Snohomish County Sheriff's Office

Sheriff Ty Trenary *Mayor Carolyn Eslick*

Notable Events of October 2013

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

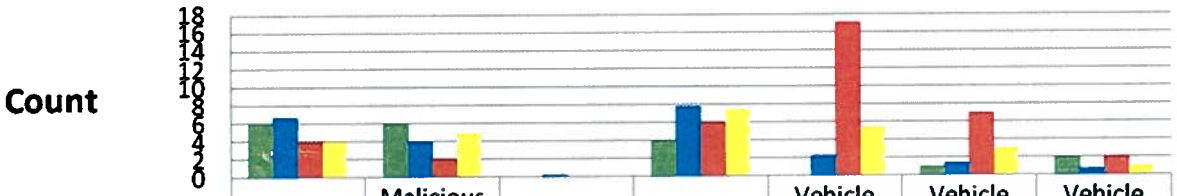
Notes:		
	SNOPAC + Citizen:	SNOPAC or Citizen generated – dispatched calls for service
	Self Generated:	Calls initiated by deputies
	Per Deputy:	Total divided by number of assigned personnel (4 deputies)



	Burglary	Malicious Mischief	Robbery	Theft	Vehicle Prowl	Vehicle Theft	Vehicle Recovery
Oct, 2012	5	2	0	2	0	1	0
2012 Avg Month	5.5	1.7	0.2	3.8	1.8	1.0	0.3
Oct, 2013	2	2	0	2	13	6	1
2013 Avg Month	2.6	2.6	0.1	4.3	3.7	2.0	0.7

Property Crime - Sultan

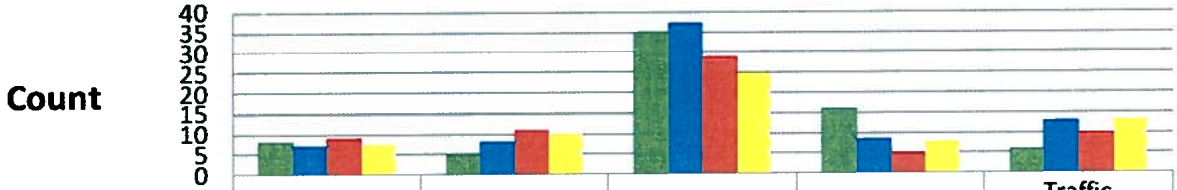
All Dispositions



	Burglary	Malicious Mischief	Robbery	Theft	Vehicle Prowl	Vehicle Theft	Vehicle Recovery
Oct, 2012	6	6	0	4	0	1	2
2012 Avg Month	6.7	4.0	0.3	7.8	2.3	1.3	0.7
Oct, 2013	4	2	0	6	17	7	2
2013 Avg Month	3.9	4.8	0.1	7.4	5.4	3.0	0.9

Traffic Calls - Sultan

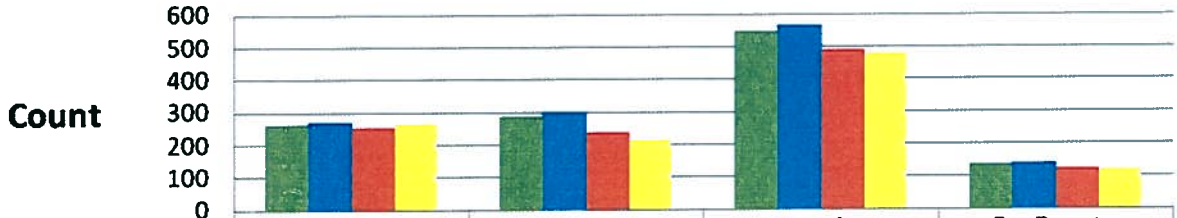
All Dispositions



	Accident	DUI	Traffic Stop	Traffic Hazard	Traffic Problem
Oct, 2012	8	5	35	16	6
2012 Avg Month	7.3	8.2	37.3	8.3	12.8
Oct, 2013	9	11	29	5	10
2013 Avg Month	7.6	9.9	25.0	7.8	13.3

Calls By Source - Sultan

All Dispositions



	Dispatched	Self Initiated	Totals	Per Deputy
Oct, 2012	261	285	546	137
2012 Avg Month	268	295	563	141
Oct, 2013	253	236	489	122
2013 Avg Month	264	214	478	119

Comparison of All Calls For Service

Event	Oct, 2012	2012 Total	2012 Avg Month	Oct, 2013	2013 Total	2013 Avg Month
ANI ALI Hang up/Open line	21	228	19.0	31	249	24.9
Abandoned Vehicle	4	44	3.7	3	24	2.4
Animal Control	7	92	7.7	9	82	8.2
Accident, Non priority	7	74	6.2	8	67	6.7
Accident, Priority	1	13	1.1	1	9	0.9
Administrative, Available	0	0	0.0	0	2	0.2
Administrative, Unavailable	1	7	0.6	0	9	0.9
Assist, Fire	3	50	4.2	3	48	4.8
Assist, Law Enforcement	7	97	8.1	6	91	9.1
Alarm, Non priority	7	97	8.1	5	56	5.6
Alarm ,Holdup	0	3	0.3	0	0	0.0
Alarm, Priority	1	5	0.4	1	6	0.6
Area Check	3	22	1.8	0	8	0.8
Arson	0	0	0.0	0	2	0.2
Assault, Non Priority	4	39	3.3	1	23	2.3
Assault, Priority	2	33	2.8	2	24	2.4
Assault, Weapon Involved	2	9	0.8	0	5	0.5
Attempt to Contact	0	0	0.0	0	2	0.2
Attempt to Locate	0	0	0.0	0	2	0.2
Fireworks	1	28	2.3	0	20	2.0
Bar Check	3	31	2.6	0	5	0.5
Burglary, Non priority	5	70	5.8	2	32	3.2
Burglary, Priority	1	10	0.8	2	7	0.7
Camping Violation	0	1	0.1	0	1	0.1
Crimes Against Children	4	31	2.6	2	16	1.6
Crimes Against Children, Pri	1	4	0.3	0	2	0.2
Civil Problem	6	98	8.2	5	72	7.2
CPS Referral	2	10	0.8	4	10	1.0
Death Investigation	0	4	0.3	0	1	0.1
Detail	0	1	0.1	0	0	0.0
Disturbance	18	192	16.0	13	142	14.2
Disturbance, Vehicle	0	6	0.5	0	6	0.6
DUI/DUI Emphasis	5	98	8.2	11	99	9.9
Domestic Violence, Priority	2	39	3.3	0	21	2.1
Domestic Violence, Weapon	1	3	0.3	0	0	0.0
Escort, Police	2	2	0.2	0	0	0.0
Family Problem	2	31	2.6	1	26	2.6
Follow up	51	791	65.9	38	493	49.3
Foot Patrol	1	22	1.8	1	27	2.7
Fraud/Checks/Bunco	1	20	1.7	1	23	2.3

Harassment	7	69	5.8	5	51	5.1
Impound (Vehicle)	0	2	0.2	0	2	0.2
Information/Advised	41	408	34.0	39	339	33.9
Juvenile Problem	10	72	6.0	2	39	3.9
Level 2 Operations, Limited	1	7	0.6	3	16	1.6
Mail In Complaint	1	6	0.5	1	4	0.4
Malicious Mischief, Non Priority	5	39	3.3	1	35	3.5
Malicious Mischief, Priority	1	9	0.8	1	13	1.3
Mental Commitment, Involuntary	0	2	0.2	0	2	0.2
Assist, Non Law	3	17	1.4	0	7	0.7
Noise Problem	2	66	5.5	4	54	5.4
Neighborhood Oriented Policing	2	85	7.1	2	39	3.9
Nuisance/Unwanted Guest	3	40	3.3	4	35	3.5
Assist, Public	4	110	9.2	10	96	9.6
Alarm, Panic	0	5	0.4	1	5	0.5
Paper Service (Court)	1	23	1.9	3	34	3.4
Party Complaint	0	13	1.1	0	5	0.5
Person, Missing/Runaway	2	34	2.8	2	24	2.4
Person, Missing Priority	0	2	0.2	1	8	0.8
Miscellaneous, Police	0	9	0.8	1	2	0.2
Property, Lost/Found/Recovered	3	48	4.0	5	40	4.0
Radar Emphasis	5	60	5.0	0	27	2.7
Robbery, Non Priority	0	0	0.0	0	1	0.1
Robbery, Bank	0	1	0.1	0	0	0.0
Robbery, Priority	0	2	0.2	0	0	0.0
Community Transit Detail	0	0	0.0	0	1	0.1
Registered Sex Offender, Routine Check	0	50	4.2	5	33	3.3
School Visit	0	0	0.0	21	44	4.4
Security Check	80	995	82.9	15	295	29.5
Shots Fired	1	15	1.3	1	12	1.2
Shots Fired, Priority	0	0	0.0	0	4	0.4
Special Operations	0	1	0.1	0	3	0.3
Subject Pursuit	0	0	0.0	0	1	0.1
School Resource Officer	39	301	25.1	69	358	35.8
Subject Stop	11	122	10.2	7	71	7.1
Stake Out	0	24	2.0	2	12	1.2
Substance Abuse	10	118	9.8	8	80	8.0
Suicide/Attempt	4	12	1.0	2	17	1.7
Suicide/Attempt, Priority	0	5	0.4	0	4	0.4
Suicide/Attempt, Weapon	1	4	0.3	0	0	0.0
Suspicious, Non Priority	45	481	40.1	29	372	37.2
Suspicious, Priority	8	112	9.3	9	74	7.4
Search Warrant	0	1	0.1	0	1	0.1

Traffic Stop	35	447	37.3	29	250	25.0
Traffic Control	0	2	0.2	0	0	0.0
Traffic Hazard	16	100	8.3	5	78	7.8
Theft, Non Priority	2	81	6.8	5	67	6.7
Theft, Priority	2	13	1.1	1	7	0.7
Training	1	34	2.8	2	30	3.0
Trespass, Report	1	20	1.7	0	11	1.1
Trespass, Priority	1	19	1.6	1	16	1.6
Traffic Problem	6	153	12.8	10	133	13.3
Vehicle Recovery	2	8	0.7	2	9	0.9
Vehicle Theft	1	14	1.2	6	29	2.9
Vehicle Theft, Priority	0	2	0.2	1	1	0.1
Violation Court Order	0	10	0.8	1	8	0.8
Violation Court Order, Priority	0	9	0.8	0	3	0.3
Vehicle Prowl	0	27	2.3	17	54	5.4
Warrant	9	107	8.9	1	74	7.4
Welfare Check	4	38	3.2	5	37	3.7
Totals	546	6759	563	489	4779	478

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

SULTAN CITY COUNCIL
AGENDA COVER SHEET

ITEM NO: **SR-2**

DATE: November 7, 2013

SUBJECT: Worklist for Community Development and Community Service Officer

CONTACT PERSON: Robert Martin, Community Development Director
Victoria Forte, Community Service Officer

ISSUE:
Transmitting Monthly Reports.

STAFF RECOMMENDATION:
Receive Report, no action required.

BACKGROUND:
Current Worklist for the Community Service Officer.

ATTACHMENT

Attachment A: Code Enforcement work list

Project Lead	Start Date	Case #	Property Address	Owner Name	Dilapidated building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s)	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal Building Structure	ADU's/ Inhabited trailer coaches	Other	1st	2nd	most recent	Final
Council	11.22.2011	011-CV-36	32821 Cascade View	Pearson		x		x				x			x	11.22.2011	11.28.2011		
Mayor	2.8.2012	12-407	Bakery "A" Frame Sign	Smith								x				2.14.2012	3.12.2013		
Bob	3.26.2012	12-423	14006 339th St SE	Wolter								x				4.3.2012	10.16.2012	1.3.2013	
Bob	5.22.2012	12-446	Vacant lot Salomon Run	Nelson			x	x								5.30.2012	7.24.2012	see 13-248	
	7.18.2012	12-488	1200 Blk SR2 @ SBR	Coastal			x	x			x					8.17.2012	11.28.2012		
	10.22.2012	12-508	896 Main Street	Gordon								x				5.2.2012	10.23.2012	12.18.2012	1.28.2013
	10.15.2012	12-509	934 Stevens Ave	Fulcher								x				10.17.2012	12.5.2012		2.26.2013
	11.6.2012	12-515	813 Dyer Rd	Koehler		x										11.16.2012	11.16.2012	1.8.2013	2.15.2013
	11.13.2012	12-517	100 10th Street	Clark								x				11.14.2012	1.22.2013	3.15.2013	4.16.2013
	12.18.2012	12-522	409 Main Street	Bucio-Alvor							x					12.19.201			1.3.2013
	1.15.2013	13-300	402 5th Place	Sunquist/pending repo								x				1.22.2013	3.18.2013		
	2.5.2013	13-301	404 11th Street	Fed National Mortgage											x	2.5.2013			3.18.2013
	2.5.2013	13-302	312 Main Street	Walburn								x				2.26.2013	3.11.2013		4.30.2013
	2.5.2013	13-302	865 Stevens	New Concepts Prop Mngmt.								x				2.26.2013	3.3.2013		3.18.2013
	2.5.2013	13-303	931 Stevens Ave	Boucher								x				2.12.2013	3.11.2013		3.15.2013
	2.5.2013	13-304	13917 319th Ave	Miller							x					2.5.2013	2.26.2013		3.5.2013
???	2.5.2013	13-305	707 Alder Ave	Jordan							x	x				2.12.2013			
	2.25.2013	13-306	404 3rd Street	Flagstar Bank FSB				x			x					2.25.2013	3.18.2013		4.18.2013
	2.25.2013	13-307	402 3rd Street	Johnston				x								2.25.2013	3.11.2013		3.18.2013
	2.25.2013	13-308	203 Main Street	Martin								x				2.25.2013	11 items (repeat)	5.23.2013	8.6.2013
	2.26.2013	13-309	102 2nd Street	Houyener									x			2.25.2013			3.11.2013
	2.26.2013	13-310	202 Alder Ave	Boylan									x			2.26.2013	3.12.2013		3.11.2013
Bob	2.26.2013	13-311	914 SR2	Lindsey's Lattes								x				2.26.2013	3.11.2013	8.6.2013	
	2.25.2013	13-312	812 Dyer Road	Giese							x					2.25.2013	2.26.2013		3.5.2013
	3.11.2013	13-313	Pine Street (dev mailbox)	City of Sultan											x	3.11.2013			4.1.2013
	3.18.2013	13-314	1114 dyer Road	Robert								x				3.18.2013			4.1.2013
	3.18.2013	13-315	409 Stevens Ave (Pastime)	Colliers/Chittick											x	3.18.2013	4.2.2013	9.6.2013	9.23.2013

Project lead	Start Date	Case #	Property Address	Owner Name	Dilapidated building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s) ROW	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal building structure	ADU's/ Inhabited trailer coaches	Other	1st	2nd	most recent	Final
	3.18.2013	13-316	13211 Gohr Road	Mayer											x	3.18.2013			4.1.2013
Bob	3.26.2013	13-317	Willow Run East	HOA								x				4.7.2013	4.16.2013	5.7.2013	
	4.1.2013	13.318	931 Stevens Ave	George								x				4.1.2013	4.10.2013		5.20.2013
	3.26.2013	13-319	923 Main Street	Grow Washington Business								x				3.27.2013			4.16.2013
	3.26.2013	13-320	1016 Kessler Drive	Coesens								x				4.1.2013			4.30.2013
	4.16.2013	13-321	Cemetery Road	Swezey		x					x					5.7.2013	5.14.2013		
	5.6.2013	13-322	201 4th Street	Steffan								x				5.7.2013			5.13.2013
	5.20.2013	13-323	305 Birch Ave	Letts								x				5.20.2013			unfounded
	5.13.2013	13-324	106 4th Street	Meyer				x								5.13.2013			5.20.2013
	5.13.2013	13-325	4th/Fir	Siegel				x								5.13.2013	5.17.2013	8.12.2013	9.3.2013
	5.13.2013	13-236	512 1st Street	Meyer		x										6.18.2013 (J/W)	5.14.2013		5.29.2013
	5.20.2013	13-237	111 Main Street	Sultan III LLC											x	5.17.2013	5.21.2012		5.28.2013
	5.20.2013	13-238	202 4th Street	Talmadge				x	x							5.20.2013			5.28.2013
	5.20.2013	13-239	511 Main Street	Kreps				x								5.20.2013	6.20.2013	7.1.2013	7.17.2013
	5.20.2013	13-240	Date Street Condo	HOA				x								5.21.2013	5.28.2013	6.24.2013	7.1.2013
	5.20.2013	13-241	923 Main Street	Boucher								x					no	permit	needed
	5.21.2013	13-242	932 Stevens	Nason								x				5.21.2013			6.12.2013
	5.21.2013	13-243	107 Ash Ave	Hazel				x								5.21.2013			5.28.2013
	5.21.2013	13-244	413 Cedar Street	Lewis				x								5.21.2013			5.28.2013
	6.4.2013	13-245	301 4th Street	Secrest				x								6.4.2013	8.6.2013		9.3.2013
	6.11.2013	13-246	511 3rd Street	Meyer				x								6.11.2013			7.1.2013
	6.11.2013	13-247	32533 Cascade View Dr	Pure Foods Inc					x							6.11.2013	7.17.2013		8.5.2013
	6.12.2013	13-248	empty lot E Salmon Run NJ/ 00958500000900	Nelson				x	x							6.12.2013	7.1.2013	8.12.2013	9.6.2013
	6.12.2013	13-249	725 Fir Ave	safeguard properties					x		x					6.12.2013	7.23.2013	9.6.2013	9.23.2013
	6.19.2013	13-250	923 Main Street	Schlicker								x				6.19.2013	6.21.2013		7.1.2013
	6.20.2013	13-251	19891 Beech Ct	Hackmann								x				6.20.2013			8.2.2013
	6.20.2013	13-252	912 1st Street	Rogers				x	x							6.20.2013	8.6.2013		10.29.2013

Project lead	Start Date	Case #	Property Address	Owner Name	Dilapidated building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds/Fire Hazard	Over-Grown Trees and Shrubs	Sight Obstruction(s) ROW	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal building structure	ADU's/ Inhabited trailer coaches	Other	1st	2nd	most recent	Final
	6.20.2013	13-253	210 1st Street	Figueroa				x								6.28.2013			7.1.2013
	6.24.2013	13-254	601 Alder Ave	Mackay				x	x							6.24.2013			7.1.2013
	6.24.2013	13-255	316 Willow	Wall				x								6.24.2013			8.1.2013
	6.24.2013	13-256	503 Lois Lane	pending repo				x	x							6.24.2013			
	6.24.2013	13-257	706 Salmon Run	GMAC Mortgae LLC/HUD				x	x							6.24.2013	8.2.2013	9.10.2013	
	6.24.2013	13-258	494 3rd Street	Flagstar Bank FSB				x	x							6.24.2013			8.6.2013
	7.1.2013	13-259	601 Walnut	Remax							x					7.1.2013	7.1.2013		7.1.2013
	7.2.2013	13-260	111 4th Street	Howe					x							7.2.2013			7.17.2013
	7.2.2013	13-261	323 Marcus Street	Rainbolt						x						7.1.20133	8.2.2013		8.5.2013
	7.01.2013	13-262		Divers							x					07.01.2013			7.22.2013
	7.1.2013	13-263	605 Walnut Street	Hurst property manager						x						7.1.2013			7.20.2013
	7.2.2013	13-264	617 1st Street	VOA			x									7.2.2013	7.17.2013		8.5.2013
	7.17.2013	13-264	704 1st Street	NW Best Homes Mngmnt			x									7.19.2013	7.23.2013		8.6.2013
	7.17.2013	13-265	Cemetery Ball Park	City of Sultan			x									7.17.2013			8.22.2013
	7.17.2013	13-266	Cascade View Drive Easement	PUD				x								7.17.2013			
	7.19.2013	13-267	928 Stevens	Ingersoll							x					7.19.2013			8.2.2013
	7.22.2013	13-268	404 11th Street	Keller							x				x	7.22.2013	8.1.2013	8.2.2013	9.1.2013
	7.23.2013	13-269	715 Main Street	Koehler							x					8.5.2013	8.6.2013	9.3.2013	
	7.23.2013	13-270	200 2nd Street	Pegg							x					7.23.2013			8.2.2013
	7.23.2013	13-271	409 Alder Ave	Hallert				x	x		x					8.5.2013			9.3.2013
	7.23.2013	13-272	401 Main Street	state roofing							x					7.23.2013			8.2.2013
	7.23.2013	13-273	515 9th Street	Buoy			x												8.2.2013
	7.23.2013	13-274	516 9th Street	White			x												8.2.2013
	7.23.2013	13-275	720 Fir Ave	safeguard properties			x	x	x							7.23.2013	8.2.2013	9.1.2013	9.30.2013
	7.23.2013	13-276	904 4th Street	Preview Properties NW LLC			x	x								8.2.2013	8.7.2013		8.12.2013
	7.23.2013	13-277	923 Main Street	JD Slicks							x					7.23.2013			8.2.2013
	8.2.2013	13-278	928 Stevens	Ingersoll							x					8.5.2013	8.12.2013		9.6.2013

Project lead	Start Date	Case #	Property Address	Owner Name	Dilapidated building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s) ROW	Vehicle Dismantling	Accumulation of rubbish / Trash	No permits/Business License	Illegal building structure	ADU's/ Inhabited trailer coaches	Other	1st	2nd	most recent	Final
	8.6.2013	13-279	skoglund estates	HOA				X								8.6.2013			9.3.2013
	8.6.2013	13-380	Steen Park	Green			x	x								8.6.2013	9.6.2013	10.15.2013	
	8.12.2013	13-381	311 4th	pending repo	X			x											
	8.20.2013	13-382	5th/High Ave	Kolash		x										8.20.2013			9.6.2013
	8.20.2013	13-383	808 Main Street	Wakefield Enterprises						x						8.20.2013			9.3.2013
	8.20.2013	13-384	208 SkyWall Drive	Beuhler			x	x								8.20.2013			
	8.20.2013	13-385	210 Skywall Drive	Udy							x					8.20.2013			9.3.2013
	9.3.2013	13-386	913 Fir Ave	Fed National Mortgage	x		x	x			x					9.10.2013			
	9.3.2013	13-387	709 Date Ave					x											unfounded
	9.10.2013	13-388	509 W Stevens	Barmon			x												unfounded
	9.10.2013	13-389	814 Dyer Ave (Vacant)	D'Alessandro			x	x								9.10.2013			
	9.10.2013	13-390	403 Fir Ave	Maberry					x							9.10.2013			9.23.2013
	9.17.2013	13-391	Lot E of1st/N of High	Houston			x	x								9.17.2013			
	9.30.2013	13-392	811 7th Street	Freed		x				x						9.30.2013			10.23.2013
	9.30.2013	13-393	ixtapa building	AGM inc											x	9.30.2013	10.21.2013	10.27.2013	
	9.30.2013	13-394	33818 SR2	Eastate Motors Inc											x	10.4.2013			
	9.30.2013	13-395	Marcus Street duplex	Jessup		x				x						9.27.2013	10.21.2013		
	9.30.2013	13-396	Hillcrest church/duplex	Neumann							x				x	9.23.2013	9.24.2013		10.21.2013
	9.30.2013	13-397	13516 310th Ave SE	Stevens							x					10.4.2013			
	10.1.2013	13-398	314 Whispering Pine	Joanis							x					10.1.2013			10.21.2013
	10.1.2013	13-399	410 Cedar (Alley Way)							x									unfounded
	10.4.2013	13-400	SR2/Rice Rd (vacant)	Noyes										x		10.4.2013			
	10.23.2013	13-401	615 Main Street	Burtis										x		10.23.2013			

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: PH-1.1

DATE: November 7, 2013

SUBJECT: 2014 Parks Budget

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for parks maintenance, operations and capital improvements.

STAFF RECOMMENDATION:

Staff is presenting to the Mayor and City Council for consideration the 2014 budget for Parks.

PARKS SUMMARY:

Table 1
Park Classifications

Park	Acres	Classification
Osprey	76.20	Regional
Reese	**18.78**	**Community**
River	7.21	Community
Travelers	**1.90**	**Mini-Park**
Sportsman	3.57	Special Use
Cemetery Ball Field	**8.74**	**Special Use**
Sultan Elementary School	7.90	School-Park
Sultan Middle School	**10.05**	**School-Park**
Sultan High School	33.75	School-Park
Total	168.10 acres	

The public works department, with the assistance of community volunteers, maintains the city's parks, open spaces and trails.

The city has over 168 acres of parks, open spaces and trails. This provides a high level of service (35.74 acres/1,000 residents) as measured in acres/1,000 residents.

The majority of the city's park system is located near the city's historic town center and adjacent to the Sultan River. The challenge in the coming years will be to operate and maintain existing park properties while acquiring land for a future community park east of the town center on the plateau above the valley floor formed by the Skykomish and Sultan Rivers. This is the city's future growth area where more than 6,000 new residents are expected to live by the year 2025. There is a strong community

preference for adding a community park with sports fields in this area to serve young families and their children.

In 2009 and 2010 the city spent considerable time surveying Sultan residents, business owners, and visitors to determine preferences and priorities for the city's park system.

In 2011, as a result of the effort to update the city's Park, Recreation and Open Space Plan (PROS Plan), the city council identified Sultan's parks as an asset to attract new investment and residents to the Sultan community. The city has worked with volunteers to raise the level of service in Sultan's parks. Investments include:

- Repairing existing play equipment, improving trail maintenance in Osprey Park:
- Removing trash and debris from Osprey and River Parks.
- Removing blackberries and non-native vegetation from the Skykomish River shoreline making the area accessible to fishermen and other recreation users.
- Repairing the gazebo in River Park
- Initiating a partnership with Ohme Gardens and local volunteers to maintain the rockery garden in Traveler's Park

2013 PARKS OPERATING BUDGET

The parks operating budget is part of the city's general fund budget. Revenues dedicated to the parks budget are used to support staff and resources to maintain the city's six parks, trails and open space areas. The parks budget "competes" with other general fund priorities such as finance, planning, building, code enforcement, animal control and public safety.

Overall, the 2014 parks budget is decreased by $869. Salaries and benefits are increased by $4,097, primarily due to the two new utility workers who work in parks receiving a step increase mandated by the union contract.

Table 2 – Parks Budget 2011 – 2014

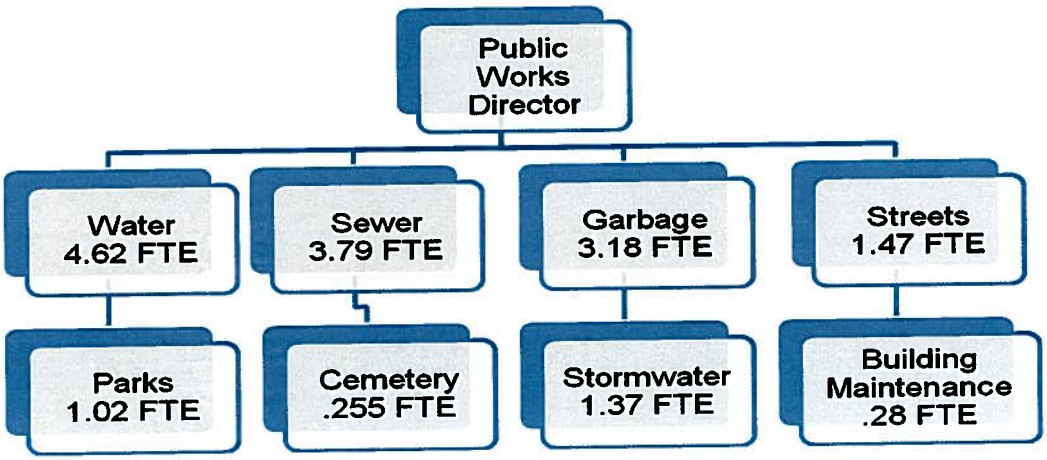
Parks Budget	**2011**	**2012**	**2013**	**2014**
Salaries	$38,942	$40,847	$36,583	$40,200
Benefits	$19,825	$17,821	$16,200	$16,680
Office and Operating Supplies	$2,158	$2,678	$1,530	$1,300
Other Services	$15,246	$9,602	$11,908	$8,172
Capital Outlay	$328	$33	$0	$0
Operating Transfer Out	$600	$0	$1,000	$0
Total	**$77,099**	**$70,981**	**$67,221**	**$66,352**

2014 Parks Staffing Levels

The 2014 budget includes minimal staffing to maintain Sultan's parks. There is approximately 0.5 full-time equivalent (FTE) dedicated parks operation/maintenance staff from October to April. During the spring, summer and early fall (May-October), the city adds additional staff time for mowing parks and streetscapes. Parks are mowed weekly during the spring, summer and fall. It generally takes two crew members two days to mow the Osprey, Reese, River Park and the Cemetery Ball Fields. During the winter months, city crews trim trees and repair equipment and facilities. The crew also ensures the irrigation system in Reese and Osprey Parks are brought on line, work properly and shut-down each winter.

The city's adopt-a-park and park patrol programs are integral part of the city's long-range plan to maintain and operate the city's park facilities. Adopt a park volunteers pick up trash, remove and replace non-native invasive species, gravel trails, remove graffiti and perform other tasks not assigned to the public works department. Youth sports organizations offset the overall need for public works maintenance staff by helping take care of sports fields in Reese and Osprey Parks.

Figure 1 – 2014 Public Works Staffing Levels



2014 Parks Maintenance and Operations

Maintenance is a factor affecting the usability and desirability of a park, and is an on-going, day-to-day requirement for Sultan's park system. The present level of maintenance varies from park to park and is generally minimal. As more parks and recreation facilities are developed, it will be necessary to expand the maintenance operation commensurate with the increase in park care needs. During development of the PROS Plan several people commented on whether the city should consider developing a new community park if maintaining existing facilities is already a challenge.

This concern was also identified during the 2010 park survey. One of the park survey questions asked people to select their top three priorities for Sultan parks. 59% of park survey respondents listed "improve maintenance" as their top priority for the city's park system. 56.5% of those who took the survey identified improving the city's existing facilities as the change they would most like to see in Sultan's parks.

Sultan's park maintenance operations are the responsibility of the public works department. As a result of voter approved initiatives in the late 1990's and declining tax revenues per capita, the city was forced to focus its limited general fund revenues on core services such as public safety and street maintenance.

Starting in 2007, the city began restructuring its organization to bring expenses in line with revenues. One of the goals was to seek new ways to enhance and maintain its parks, recreation facilities, trail systems and open spaces. The city has increased its park budget for the last three years in order to respond to community demand for improved park maintenance levels of service. Prudent financial management and use of volunteers will be necessary to maintain Sultan's park facilities in the future unless the voters approve a new funding source such as a maintenance and operations levy or the creation of a park district.

Park Maintenance Standards

The maintenance crew strives to keep the parks and open spaces in a well-kept condition free of safety hazards. In the past, park maintenance was not directed by a formal set of standards tailored to the unique needs of the park system or land management objectives.

Beginning in 2011, the Field Supervisor has periodically surveyed the physical condition of the parks so the city can effectively and efficiently schedule routine maintenance projects. This allows maintenance needs to be detected and corrected before they become major problems, resulting in minimal disruptions in service and lower costs for repairs.

The city administrator, public works director and field supervisor meet quarterly to develop a systematic maintenance program designed to evaluate the manpower, equipment, and supply needs for the park system and set a productive and efficient means of keeping the parks orderly. Tasks include:

- Identifying the minimum, standard, and optimum levels of maintenance appropriate, including the labor, supply, and equipment costs involved.
- Developing specific daily, weekly and monthly maintenance routines sufficient to ensure at least the minimum level of maintenance.
- Preparing a Maintenance Plan for the park system, which defines maintenance objectives for each facility and area of every park.

The community has requested the city provide a safe environment in the parks by keeping them maintained and clean. Staff has worked with volunteers to monitor park activity, to help keep the parks clean, and to provide maintenance through mowing, trimming, and keeping the trails open. This has also increased the presence of people in the parks, lessening vandalism and crime.

PARKS CAPITAL BUDGET

The parks capital budget is used to purchase and develop park land, open space and trail systems. The last addition to the park system was the acquisition of the Erickson property at 2nd Street and Alder Street in 2010. A combination of FEMA hazard mitigation grant and park impact fees were used to purchase and demolish the residence. The lot was added to the city's open space inventory as a condition of the grant funds.

In 2010 the city adopted 3.3 acres of community park as the level of service standard for the 2010 Park, Recreation and Open Space (PROS) Plan. The city will need to purchase and develop a 10.7 acre community park in order to achieve the adopted level of service for the city's future population of 11,119 in 2025.

Table 3
Park Level of Service and Future Needs

Park Type	Proposed LOS (acres/1,000 residents)	2010 Facilities (acres)	2025 Need at Proposed Standard (acres)	2010 Actual LOS (acres/1,000 residents)	Acres Needed for 2025 Population at LOS
Regional	0	76.20	0	16.73	0
Community	3.3	25.99	36.7	5.44	10.70
Neighborhood	0	0	0	0	0
Mini-Park	N/A	1.90	N/A	0.4	N/A
Special Use	N/A	12.31	N/A	2.7	N/A
School-Park	N/A	51.70	N/A	11.35	N/A
Totals	**3.3/1,000**	**168.10**	**36.7**	**36.63**	**10.70**

Park impact fees provide the majority of city funding for new park, open space and trail systems. The current park impact fee is $3,175 per dwelling unit. The cost per new single family dwelling unit calculated in the 2011 PROS Plan to meet a new community park standard of 3.3 acres per 1,000 residents is $3,172. The current park fee will generate sufficient revenue to acquire and develop the community park acreage needed by 2025 in accordance with the proposed standard.

New units are based on the projected population growth divided by persons per household (pph): 6,564 new residents / 2.74 pph = 2,361 units.

Table 4
Cost per Unit for New Community Park

Park Type	Cost per Acre	2025 Need at LOS	2025 Costs	Projected New Units	Cost per New Unit
Community	$700,000	10.7	$7,490,000	2,361	$3,172

2014 Parks Capital Budget

The Parks Capital Budget is built on the assumption the city will issue one single family residential building permit and collect $3,172 in park impact fees. The City currently has approximately $75,000 in park impact fees to use as the city's match for the grants.

Table 5
Estimated Cost for New Community Park

Acquisition Cost per Acre	$200,000
Development Cost per Acre	$500,000
Total Cost per Acre	$700,000
Acres Required	10.7
Total Estimated Cost	**$7,490,000**

In 2011, Sultan staff investigated the potential of purchasing community park property on the Sultan Basin Road. The Comprehensive Plan identifies a Community Park in the vicinity of the Sultan Basin Road as a priority.

Since that time, an appraisal was performed of the subject property and the value was much lower than the property owner expected. Unfortunately, the property owner is not currently interested in selling his property for a park or any other usage. The City will continue to look for park acquisition opportunities.

Goals and Accomplishments

2013 Park Accomplishments:

- Developed quarterly maintenance priorities and work schedule.
- Continued partnerships with volunteers to help maintain the Osprey Park Trails.
- Utilized citizens in need of community service to help maintain city parks.
- Partnerships were maintained between the city and volunteers to maintain city parks.
- Volunteers worked cleaning and weeding:
  - Island in front of the Community Center.
  - The entry monument at the west end of the City.

2014 Park Goals:

- Continue to seek property acquisition opportunities for a Community Park.
- Continue to partner with both volunteers and citizens in need of community service to maintain City Parks.
- Restoring electricity to the bathrooms at Osprey Park.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: PH-1.2

DATE: November 7, 2013

SUBJECT: 2014 Street Budget

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for street maintenance, operations and capital improvements.

STAFF RECOMMENDATION:

Staff is presenting to the Mayor and City Council for consideration the 2014 budget for the Street Fund.

STREET FUND SUMMARY:

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.

2014 STREET OPERATING FUND

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

Street operating revenues have decreased from $321,977 in 2009 to a projected $169,264 in 2014. The Street fund has experienced a significant reduction in property tax revenues since 2009 ($67,493 to $20,000) as a result in a decline in assessed values.

In 2006, the city's street fund ended the year with a negative fund balance. Since 2007, the city council has worked hard to increase street maintenance levels of service and set aside a 90-day operating reserve in the street fund. Currently, the street fund has a 45-day operating reserve. Achieving a 90-day operating reserve is a part of the city council's overall goal to adopt financial policies as recommended by the Washington

Finance Officers Association and the State Auditor's Office. The city council has achieved this goal during a period of declining revenues. The city council will need to continue to carefully monitor revenues and expenditures over the next 2-3 years as property tax revenues continue to decline. The city council may need to explore using Snohomish County Roads to maintain levels of service over the next several years.

2014 Street Operating Expenditures

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

Table 1 – Street Budget 2011-2014

Street Budget	**2011**	**2012**	**2013**	**2014**
Salaries	$109,581	$112,160	$94,486	$66,620
Benefits	$33,769	$33,085	$35,975	$25,975
Office and Operating Supplies	$8,408	$5,661	$5,910	$3,200
Other Services	$94,785	$74,577	$49,916	$46,695
Capital Outlay	$4,831	$234	$5,000	$1,500
Operating Transfer Out	$17,905	$9,352	$18,854	$5,900
Total	**$269,279**	**$235,069**	**$210,141**	**$149,890**

2014 Street Staffing Levels

The 2014 budget includes minimal staffing to maintain Sultan's streets, sidewalks, alley ways and trails: there is approximately 1.47 full-time equivalent (FTE) dedicated to street operation/maintenance.

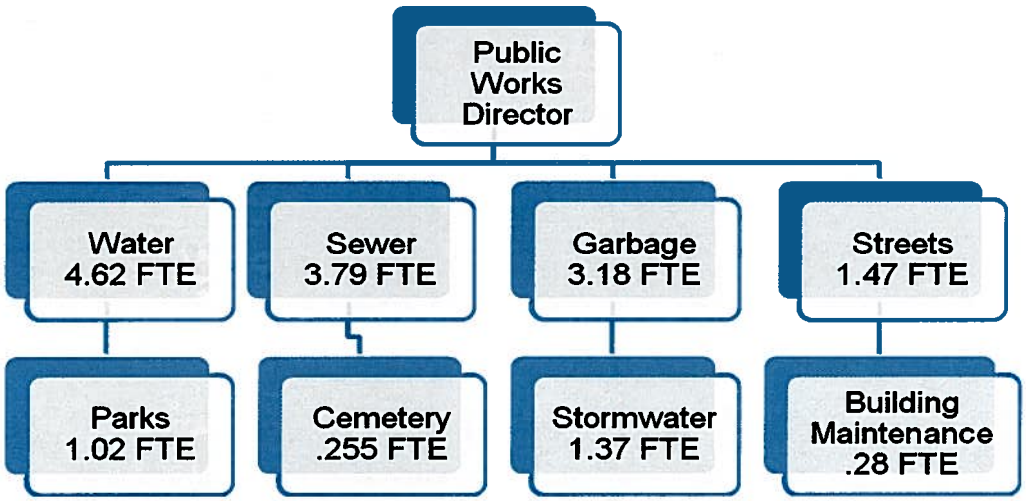
The Public Works Director is projected to be spending less time in the Street Fund in 2014 as development activity is picking up, and more time will be spent working with developers and providing plan review services.

During the spring, summer and early fall (May-October), the city adds additional staff time for mowing streetscapes, striping, and repairing potholes.

Streets are swept one week per month during the spring, summer and fall. It generally takes one crew member one week to sweep all city streets. During the winter months, city crews provide sanding, remove snow and ice, and prune street trees. The crew also grades and fills potholes quarterly on the city's three gravel roads: Murphy Lane, Marcus Street and East Main Street.

The city's adopt-a-street program is integral part of the city's long-range plan to maintain and operate the city's street facilities. Adopt-a-street volunteers pick up trash, remove graffiti and perform other tasks not assigned to the public works department.

Figure 1 – 2014 Public Works Staffing Levels



2014 Street Maintenance and Operations

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

The city has an Interlocal Agency Agreement with Snohomish County for major street maintenance projects including striping and chip sealing. The city contracted with Snohomish County to chip seal Main Street in 2012. The 2014 budget includes a $12,400 Operating Transfer out to tentatively fund another chip seal project in the autumn of 2014 depending on available funding at the time.

Street Maintenance Standards

The maintenance crew strives to keep streets, alley ways, sidewalks and trails in a well-kept condition free of safety hazards. In the past street maintenance was not directed by a formal set of standards.

Beginning in 2011, the Field Supervisor has periodically surveyed the physical condition of the city's street system so the staff can effectively and efficiently schedule routine maintenance projects. This allows maintenance needs to be detected and corrected before they become major problems, resulting in minimal disruptions in service and lower costs for repairs.

The city administrator, public works director and field supervisor meet quarterly to develop a systematic maintenance program designed to evaluate the manpower, equipment, and supply needs for the street system and set a productive and efficient means of keeping the parks orderly. Tasks include:

- Identifying the minimum, standard, and optimum levels of maintenance appropriate, including the labor, supply, and equipment costs involved.
- Developing specific daily, weekly and monthly maintenance routines sufficient to ensure at least the minimum level of maintenance.
- Preparing a Maintenance Plan for the street system, which defines maintenance objectives.

STREET CAPITAL BUDGET

2014 Capital Budget Revenues

In the past, the city has used a combination of operating revenues, grants and impact fees for new street construction and major street repairs.

The transportation impact fee is $5,272. There is currently no money in the transportation impact fee fund. Transportation impact fees are restricted to projects that add capacity to the city's roadway system. Impact fees may not be used for operating or maintaining the city's transportation facilities. The 2014 transportation improvement plan is built with the assumption that the city will issue only one single family residential building permit.

Over the past decade, the city has deferred maintenance on its streets as traditional revenue sources have declined. Several city streets including Alder, Eighth, Fourth, Main, High, East Main, Marcus, Murphy, 10th Street and others are beginning to seriously fail. Local access streets have not been regularly maintained in over a decade although the city has set aside money in the street fund in 2010, 2011, 2012 and 2013 for pavement preservation projects. The cost of the chip seal program is approximately $12,000 annually. Chip seal is only appropriate for streets where the sub-grade is still in good condition.

The city is currently using all available resources to provide basic levels of city services to the Sultan community. Property tax revenues – which support street repair and maintenance, are expected to decline in 2014 putting a further financial burden on the already slim street budget.

2014 Street (Transportation) Improvement Plan

For the last decade, the city has focused on signalizing key intersections with US 2 including Old Owen Road, Fifth Street, and Sultan Basin Road. Phase III of the Sultan Basin Road project was recently completed in July 2012.

In 2010, the Washington State Department of Transportation intiated design and construction of a roundabout at the intersection of US 2 and Rice Road. The project is complete.

In 2008, the City revised the Capital Facilities Element and Transportation Element of its 2004 Comprehensive Plan. Transportation (Street) capital projects are a subset of the 2008 Capital Facilities Element. Transportation capital projects are generated out of the 20-year list of projects included in the 2008 Revised Transportation Element. The funded projects included in the six-year Transportation Improvement Plan (TIP) are included in the six-year Capital Improvement Plan adopted by the City Council during the budget process.

The importance of the Sultan TIP is in most cases, projects must be included on the Local TIP to be eligible for state and federal grant programs. The proposed Local TIP includes several projects that would compete well against state and federal grant program criteria. Funding for street improvements comes from Transportation Impact Fees and grants.

In the past, the city has spent considerable effort constructing new transportation facilities. The 2014 street capital budget recognizes the need to invest in repairing the city's existing street facilities. The following transportation projects are planned for 2014:

- Alder Avenue from Fifth Street to Eighth Street:
  - Reconstruct Alder Avenue from 5th Street to 8th Street. The project has received a $500,000 legislative proviso for these improvements, and a $30,516 Community Development Block Grant for a sidewalk on the north side of Alder from 7th Street to 8th Street.
- Fourth Street from Alder Avenue to Fir Avenue:
  - Completion of overlay and selective dig-out of Fourth Street from Alder to Fir Avenue. The City has received $337,156 in grant funding from the Transportation Improvement Board. The City is required to provide matching funds of $17,643.
- High Avenue from 1st Street to 4th Street:
  - Reconstruct High Avenue from 1st Street to 4th Street. The City has received $500,916 in grant funding from the Transportation Improvement Board. The City is required to provide matching funds of $26,212.
- Construct speed cushions on 1st Street as a traffic calming measure.
- Continue with the Adopt a Street program.
- Continue street sign replacement and maintenance program.
- Add raised pavement markers on Sultan Basin Road.

Goals and Accomplishments

2013 Accomplishments

- Established a quarterly maintenance plan.
- Sultan Basin Road Phase III was finalized with the acquistion of right-of-way at the northeast corner of the intersection of US 2 and Sultan Basin Road.
- Completed the Sultan Basin Road Overlay project.
- Installed "Welcome to Sultan" and a "Stevens Pass Greenway Recreational Area" sandstone monuments at the traffic circle at US2 and Rice Road.
- The Adopt-a-Street program is a continuing success.
- Installed a speed cushion on 8th Street using City staff.

2014 Street Goals

- Managing Project Main Street.
- Identify a street to be chip sealed to continue with the street preservation program.
- Continue to grade streets and fill potholes.
- Continue to use volunteer staff to paint crosswalks.
- Conduct a sign inventory and identify signs to be cleaned or replaced. Clean street signs throughout the City.
- Continue to support the Adopt-a-Street program.
- Install speed cushions on 1st Street as a traffic calming measure.
- Reconstruct Alder Avenue from 5th Street to 8th Street.
- Overlay 4th Street from Alder Avenue to Fir Avenue. This project is contingent on receiving funding (grants or loans) to replace the sanitary sewer and water facilities within the project limits.
- Reconstruct High Avenue from 1st Street to 4th Street. This project is contingent on receiving funding (grants or loans) to replace the sanitary sewer and water facilities within the project limits.
- Place raised pavement markers on Sultan Basin Road.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: PH-1.3

DATE: November 7, 2013

SUBJECT: 2014 Cemetery Fund

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for cemetery maintenance and operations.

STAFF RECOMMENDATION:

Staff is presenting to the Mayor and City Council for consideration the 2014 budget for cemetery.

CEMETERY FUND SUMMARY:

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

City staff responds to families in need at a very vulnerable time with care and professionalism. The city sells lots for burials and recently added a niche wall for ash internment. The cemetery sexton works with the funeral home and families to open and close grave sites and prepare the site for grave side services. The city sells and sets headstones.

Annual operations and maintenance are funded from burials, interments and plot sales. The city also collects fees for perpetual care of the cemetery after all of the plots have been sold.

The Sultan Cemetery has been losing money since 2005. A small reserve fund of approximately $35,000 has been used to cover the difference between annual revenues and expenditures.

Year of Service	Type of Burial			TOTAL
	Full	Ash	Disinterment	
2004	15	7	1	23
2005	9	3	0	12
2006	12	15	0	27
2007	11	8	0	19
2008	10	6	0	16
2009	7	9	0	16
2010	5	12	0	17
2011	5	8	0	13
2012	4	5	0	9
2013 YTD	6	5	0	11

2014 CEMETERY OPERATING BUDGET

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

The city is struggling to balance the budget in the cemetery enterprise fund. Revenues are not sufficient to cover normal maintenance costs. Maintenance is done in-house using the public works crew. In 2013, to bring labor costs in line with revenue, the City focused on maintenance efforts just prior to major holidays. As a result, there were periods of time when the cemetery appeared unkempt, and a number of complaints were received about the cemetery's appearance.

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

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

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

Table 1 – Cemetery Budget 2011-2014

Cemetery Budget	2011	2012	2013	2014
Revenues	$19,024	$24,141	$25,000	$25,100
Expenditures				
Salaries	$25,351	$10,739	$11,625	$9,790
Benefits	$9,372	$5,267	$5,879	$4,850
Office and Operating Supplies	$1,595	$750	$1,600	$500
Professional Services	$400	$5,187	$4,500	$5,000
Capital Outlay	$761	$0	$0	$0
Total Expenditures	**$32,627**	**$24,348**	**$24,734**	**$23,440**

2014 Cemetery Staffing

Labor costs are approximately 62% of the cemetery budget expenditures. In order to balance the cemetery operating budget, the city council is considering a number of options to lower staffing costs in the 2012 cemetery operating budget:

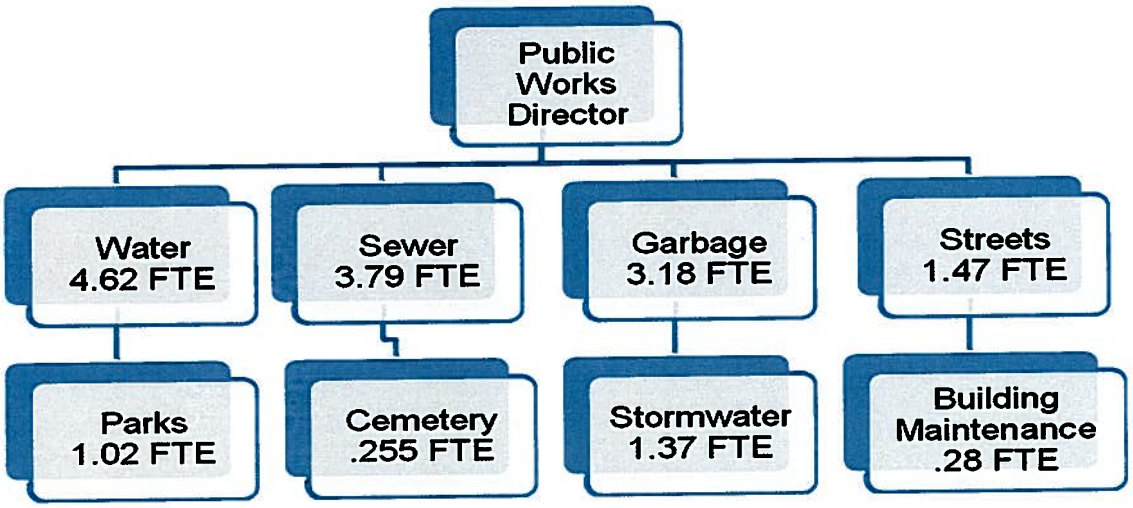
- Hire seasonal workers at minimum wage
- Continue the 2013 reduction in levels of service to 6 hours/week
- Limiting cemetery maintenance to the lowest paid City utility worker.

Hire Season Workers at Minimum Wage: One alternative is to staff the cemetery maintenance crew with seasonal workers for minimum wage. Minimum wage in Washington State is currently $9.19 per hour. The current entry level wage for public works maintenance employees is $15.77/hour.

Reduce Levels of Service: If the City is unsuccessful in hiring seasonal workers at minimum wage to provide cemetery maintenance, then staff is proposing to maintain the 2013 level of service for cemetery maintenance. Staff is proposing to focus on cemetery maintenance immediately prior to major holidays (e.g. Memorial Day, Father's Day, Mother's Day, Veterans Day, etc.). The 2013 Cemetery Operating Budget is built on the assumption that level of service will be maintained at 6 hours a week (.15 FTE x 2080 hours/52 weeks= 6 hours/week).

Volunteers: The City of Sultan has an extraordinary group of volunteers. Each year church groups meet in the fall for Serve Fest. The LDS church has adopted the Sultan Cemetery the last couple of years. The group cleaned headstones in the cemetery in September which significantly improved the appearance of the headstones. Their volunteer efforts are much appreciated. City staff is looking to find a volunteer or group of volunteers to supplement staff maintenance efforts.

Figure 1 – 2014 Public Works Staffing Levels



Cemetery Maintenance Standards

Beginning in 2011, the Field Supervisor has periodically surveyed the physical condition of the cemetery so the city can effectively and efficiently schedule routine maintenance projects. This allows maintenance needs to be detected and corrected before they become major problems, resulting in minimal disruptions in service and lower costs for repairs.

The city administrator, public works director and field supervisor meet quarterly to develop a systematic maintenance program designed to evaluate the manpower, equipment, and supply needs for the cemetery and set a productive and efficient means of keeping the cemetery orderly. Tasks include:

- Identifying the minimum, standard, and optimum levels of maintenance appropriate, including the labor, supply, and equipment costs involved.
- Developing specific daily, weekly and monthly maintenance routines sufficient to ensure at least the minimum level of maintenance.
- Preparing a Maintenance Plan for the cemetery which defines maintenance objectives.

CEMETERY CAPITAL BUDGET

There are no capital expenditures planned for 2013.

The city does not have a separate cemetery capital budget. Instead capital improvements such as the niche wall are either donated or purchased out of the operating reserve fund. In the past, the city council has expressed an interest in installing an entrance sign or archway. Unfortunately, the city has been using the operating reserves to cover a short-fall in operating revenues. It is unlikely there will be future capital funding unless expenditures are reduced to match revenues and operating reserves can be increased.

CEMETERY GOALS AND ACCOMPLISHMENTS

2013 Accomplishments

- Kept expenditures in line with revenues.

2014 Goals

- Adopt an affordable level of service
- Find and implement a cost effective maintenance plan
- Keep expenditures in alignment with revenues
- Advertise the City's niche wall for ash internments.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: PH-1.4

DATE: November 7, 2013

SUBJECT: 2014 Water Fund

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for water maintenance, operations and capital improvements.

STAFF RECOMMENDATION:

Staff is presenting to the Mayor and City Council for consideration the 2014 budget for the Water Fund.

WATER FUND SUMMARY:

This fund is for the operation and maintenance of the water treatment and distribution system, which includes a 360 acre watershed. The water department supplies water to approximately 1,700 households and businesses in the Sultan area.

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

The City of Everett currently supplies the City of Sultan with approximately three percent of its total supply volume. Due to the loss of major water customers, the City of Everett is increasing its wholesale rates in 2014. Fortunately, the City of Sultan is affected significantly less than our neighboring water districts that rely on City of Everett water for all of their supply.

WATER FUND OPERATING BUDGET

Water Operating Revenues

Revenues dedicated to the water budget are used to support staff and resources to maintain the Water Treatment Plant and the water distribution system.

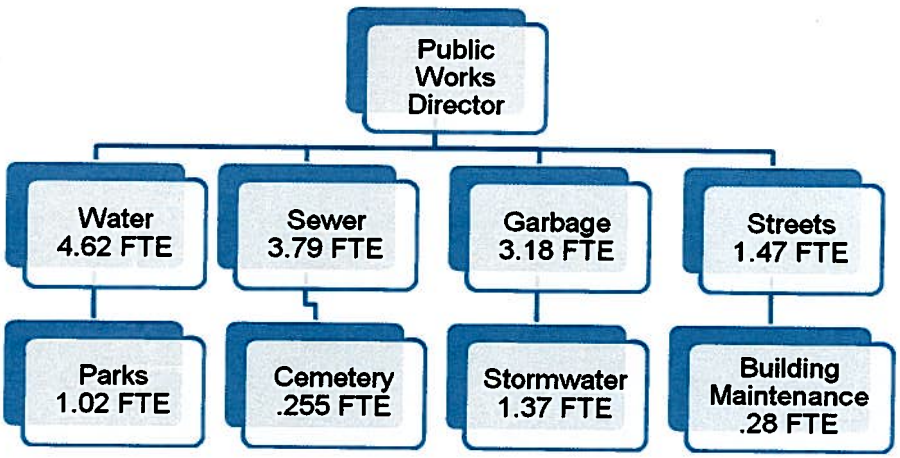
Water rate revenues (revenues from sales) are estimated to be $1,003,020 for 2014 (an increase of $79,917). Water rate revenues will increase primarily due to a Council approved rate increase of $1.39 per month which will go into effect December 1, 2013.

WATER RATES - CUSTOMERS LOCATED WITHIN THE CITY'S CORPORATE LIMITS						
Effective Date:	12/1/2008	12/1/2009	12/1/2010	2/1/2012	12/1/2012	12/1/2013
Single-Family (includes duplex)						
Base Rate	$25.25	$28.09	$31.25	$31.96	$34.77	$36.16
Volume Rate/100 cf > 300ccf "allowance"	$2.28	$2.54	$2.83	$2.89	$3.15	$3.28

Water Operating Expenditures

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

Figure 1 – 2014 Public Works Staffing Levels



Small Tools and Minor Equipment has a $5,500 increase in 2014, namely for the purchase of a truck mounted crane and winch to lift fire hydrants ($3,000) and a drum scale at the Water Treatment Plant.

Professional services have decreased $9,700 in 2014 and are limited to audit related services. Professional engineering services anticipated for 2014 will be reflected in the capital budget.

Utilities have decreased $14,000 in 2014 because the City of Everett water bill had been previously included in this account in past years.

A new "Water Service – Everett" account has been created for 2014 with an estimated expenditure of $15,000.

Capital Buildings has increased $4,000 over 2013. A roof is proposed to be constructed over the currently uncovered blower air units ($10,000).

Capital Equipment has increased $23,500 to reflect the following expenditures:

- $2,500 – 15hp motor and 200 gpm pump
- $15,000 - Contingency
- $6,000 – Cherry Hill Estates 6-inch electronic water meter.

An $8,000 expenditure is proposed for the future purchase of a generator at the Water Treatment Plant.

Operating Transfer Out to Fund 409 (Water Capital Improvement Budget) has increased $5,726 to $18,500. This expenditure is proposed for the design of two capital projects. Everett Intertie Improvements Design ($11,000) and PRV 1 Replacement Design ($7,500).

Table 2 – Water Budget 2011 – 2014

Water Budget	2011	2012	2013	2014
Revenues				
Service Charges	$899,217	$885,256	$923,103	$1,003,020
Misc	$31,802	$25,306	$22,000	$18,200
Total	**$931,018**	**$910,562**	**$945,103**	**$1,021,220**
Expenditures				
Salaries	$296,914	$229,295	$256,156	$278,075
Benefits	$110,136	$76,238	$114,382	$135,446
Office and Operating Supplies	$29,470	$41,843	$62,740	$66,800
Other Services	341,894$	$208,024	$285,921	$255,414
Capital Outlay	$51,755	$2,028	$6,000	23,500
Operating Transfer Out	$159,500	$273,715	$277,249	255,393
Total	**$989,669**	**$831,143**	**$952,448**	**$1,014,628**

WATER CAPITAL BUDGET:

The water capital budget is used to fund capital improvement projects.

The City is proposing to hire a consultant to design the replacement of an existing 8-inch asbestos cement water main between Wisteria Avenue(135th Street SE) and 310th Avenue SE. The water main is within an existing wetland and beneath an existing pond. This project is identified as CIP WM5 in the City's 2011 Water System Plan. The design is estimated to cost approximately $31,400 and proposed to be funded with Water Capital Funds.

The City is proposing to hire a consultant to design the Pressure Reducing Valve (PRV) Station 1 replacement for an estimated cost of $7,500. This project is proposed to be funded with Operating Funds transferred to Fund 409 (Water Improvement Capital Budget). The construction effort is estimated to cost $75,000 which is proposed to be funded with Water Capital Funds.

The City is proposing to hire a consultant to design the Everett Intertie Improvements to improve available fire flow to the City's higher pressure zones. This project is proposed to be funded with Operating Funds transferred to Fund 409 (Water Improvement Capital Budget) with an estimated cost of $11,000. The construction of the improvements is proposed to be performed by City staff for an estimated cost of $73,500 using Water Capital Funds.

The City is proposing to hire a consultant to prepare a design upgrade for the City's Booster Pump facility at the Water Treatment Plant. This is a significant effort and is estimated to cost $345,800. It may be necessary to fund this design effort using grants or loans as this would be a significant hit to the Water Capital Fund.

The City is paying for the design of the new water system beneath Alder Avenue from 5th to 8th Street. The consulting engineering fees for this effort are $11,676. This is reflected in the Capital Budget. The construction of the new water system will be funded by grants received from the State Legislature and Community Development Block Grant.

The City is paying for the design of the new water system beneath 4th Street from Alder Avenue to Fir Avenue. The consulting engineering fees for this effort are $14,600. This is reflected in the Capital Budget. The construction of the new water system will be required to be paid for with a loan.

The City is paying for the design of the new water system beneath High Avenue from 1st Street to 4th Street. The consulting engineering fees for this effort are $6,500. This is reflected in the Capital Budget. The construction of the new water system will be required to be paid for with a loan.

The City Council approved funding $55,600 from the Water Capital Fund for the design of the Pedestrian bridge over the Sultan River.

Goals and Accomplishments

<u>2013 Water Accomplishments</u>

Completed the design and construction of an 8-inch ductile iron water main extension from the intersection of 6th Street and Alder Avenue to an existing dead end 8-inch PVC water main located 400 feet south of the intersection of Date Avenue and 7th Street. This was a Community Development Block Grant (CDBG) funded project.

Completed the analysis of the Booster Pump Station at the Wastewater Treatment Plant.

Completed a study to incorporate soda ash into the Water Treatment Plant treatment train to control pH.

Lusignan Forestry completed an update to the City's 10-year timber inventory in the watershed that feeds Lake 16.

A contract was awarded to Sierra Pacific Industries to conduct a timber harvest. This resulted in timber revenues of $181,743.

City staff has installed 252 electronic water meters through September 2013 with 361 remaining.

City staff has exercised 242 fire hydrants through September 2013 with 13 hydrants remaining.

The City of Sultan is providing The Startup Water District with temporary assistance in maintaining and operating their system due to the death of Startup's field person.

2014 Water Goals

Complete the design of the replacement of an existing 8-inch asbestos cement water main between Wisteria Avenue(135th Street SE) and 310th Avenue SE. The water main is within an existing wetland and beneath an existing pond. This project is identified as CIP WM5 in the City's 2011 Water System Plan.

Complete the design and construction of Pressure Reducing Valve No. 1

Incorporate soda ash to the treatment train at the Water Treatment Plant to control pH.

Complete the design and construction of a new water main in Alder Avenue from 5th Street to 8th Street to replace the existing asbestos cement water line.

Complete the design and construction of a new water main in 4th Street from Alder Avenue to Fir Avenue to replace the existing asbestos cement water line.

Complete the design and construction of a new water main in High Avenue from 1st Street to 4th Street to replace the existing asbestos cement water line.

Complete the installation of new electronic water meters for all City water customers.

Train the new Water Treatment Plant Operator to become more proficient at Water Treatment Plant duties.

Cross train a Utility Worker at the Water Treatment Plant as part of the City's succession planning effort.

Construct a roof over the blowers at the Water Treatment Plant.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: PH-1.5

DATE: November 7, 2013

SUBJECT: 2014 Sewer Fund

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for sewer maintenance, operations and capital improvements.

STAFF RECOMMENDATION:

Staff is presenting to the Mayor and City Council for consideration the 2014 budget for the Sewer Fund.

SEWER FUND SUMMARY:

This fund is for the operation and maintenance of the wastewater treatment plant, lift station, and approximately 16 miles of gravity and force main piping.

The City's Wastewater Treatment Plant (WWTP) was upgraded in 1998 and has a maximum month average flow design capacity of 0.72 million gallons per day and a peak hour capacity of 2.16 million gallons per day.

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

Brown and Caldwell began preparation of engineering documents to upgrade the WWTP by implementing Membrane Treatment. With the economic downturn that occurred in 2008, the City shelved the upgrade project in 2009. The focus now is on short term improvements that will remove "bottlenecks" at the WWTP to improve capacity

SEWER FUND OPERATING BUDGET:

Sewer Operating Revenues

Revenues dedicated to the sewer budget are used to support staff and resources to maintain the Wastewater Treatment Plant, the lift station, and the 16 miles of conveyance pipe and forcemain.

The city council adopted a 2-year rate schedule in 2010 to make the final two payments on the $1,000,000 public works trust fund loan used to design the waste water treatment plant upgrade to the new membrane bioreactor technology (MBR).

The engineering documents prepared by Brown and Caldwell that were shelved in 2009 were funded with a Public Works Trust Fund loan. Debt service for the $1,000,000 Public Works Trust Fund loan was paid off in 2012.

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

Table 1 – Sewer Rate Schedule

Effective Date	12/01/2012	12/01/2013	12/01/2014
RESIDENTIAL (flat rate)			
Single Family	$74.47	$74.47	$74.47
Low-income Senior	$37.24	$37.24	$37.24
Multi-family	$74.47	$74.47	$74.47
Mobile Home Parks	$74.47	$74.47	$74.47
COMMERCIAL (base rate by meter + volume)			
¾" meter	$74.47	$74.47	$74.47
1" meter	$103.06	$103.06	$103.06
1.5" meter	$131.65	$131.65	$131.65
2" meter	$209.47	$209.47	$209.47
3" meter	$798.20	$798.20	$798.20
4" meter	$1,003.62	$1,003.62	$1003.62
6" meter	$1,503.92	$1,503.92	$1,503.92
8" meter	$2,075.70	$2,075.70	$2,075.70
Volume Rate/100 cf	$3.15	$3.15	$3.15
600 cf Volume included in Base			

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

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

Sewer Debt Service

The following table shows the debt service requirements for the Sewer Utility for 2011 to 2015.

Table 1 – Debt Service 2011-2015

Sewer	2011	2012	2013	2014	2015
PW 596-790-056 Sewer Plant Upgrade	114,136.26	113,059.51	111,982.75	110,905.99	109,829.24
PW 04-691-064 Sewer I & I Project	74,749.53	74,400.23	74,050.95	73,701.63	73,352.35
DEOLO 10034 Sewer Stormwater Report	8,631.24	8,631.24	8,631.24	8,631.24	8,631.24
LTGO Sewer Revenue Bonds	58,025.00	55,965.00	53,905.00	51,845.00	49,785.00
PW 06-962-PRE-131 Sewer Plant Design	210,416.67	209,375.00	0.00	0.00	0.00
Total Sewer Service Debt	**465,958.70**	**461,430.98**	**248,569.94**	**245,083.86**	**241,597.83**

2014 Sewer Operating Budget

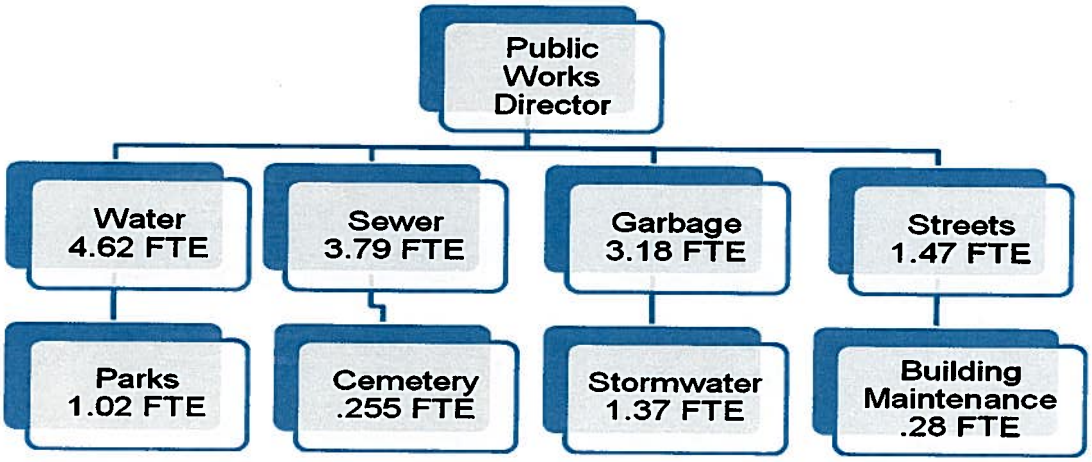
Sewer rate revenues are estimated to be $1,291,412 for 2014 (an increase of $29,411). This is primarily due to a trend of commercial accounts using more water than in previous years.

Table 3 – Sewer Budget 2011-2014

Sewer Budget	2011	2012	2013	2014
Revenues				
Service Fees	$1,241,027	$1,248,369	$1,247,0019	$1,275,912
Miscellaneious	$14,653	$18,832	$15,000	$15,500
Total	**$1,255,764**	**$1,267,201**	**$1,262,001**	**$1,291,412**
Expenditures				
Salaries	$284,669	$240,139	$241,187	$244,780
Benefits	$91,096	$95,984	$110,310	$101,531
Office and Operating Supplies	$21,288	$26,430	$44,540	$44,770
Other Services	$294,985	$353,628	$308,256	$301,480
Capital Outlay	$19,506	$47,639	$56,000	$69,450
Operating Transfer Out	$529,379	$546,146	$496,105	$509,011
Total	**$1,240,923**	**$1,309,966**	**$1,256,398**	**$1,271,022**

Sewer Operating Expenditures

Figure 1 – 2014 Public Works Staffing Levels



Salaries and benefits are decreased by $5,186 in 2014 primarily due to proposed revisions to employee benefits.

Professional services have a proposed $47,200 reduction in 2014. The reduction is largely because sludge hauling had been included in this account in previous years, and now has its own account.

SEWER CAPITAL BUDGET

The sewer capital budget is used to fund capital improvement projects.

The City is paying for the design of the new sewer system beneath Alder Avenue from 5th Street to 8th Street. The consulting engineering fees for this effort are $10,778. This expenditure is reflected in the Capital Budget. The construction of the new sewer system will be funded by grants received from the State Legislature and Community Development Block Grant.

The City is paying for the design of the the new sewer system beneath 4th Street from Alder Avenue to Fir Avenue. The consulting engineering fees for this effort are $20,200. The Capital Budget reflects this expenditure. The construction of the new sewer system ($310,000) will be required to be paid for with a loan.

The City is paying for the design of the the new sewer system beneath High Avenue from 1st Street to 4th Street. The consulting engineering fees for this effort are $15,200. The Capital budget reflects this expenditure. The construction of the new sewer system ($125,000) will be required to be paid for with a loan.

The City is planning to launch an infiltration and inflow study for the City's sewer system in the downtown area that is subjected to flooding and high groundwater levels. This effort is projected to cost $30,000 which the City will pay for using capital funds if available. This project is currently unfunded.

The City Council approved a contract in 2013 for RH2 Engineering to design improvements to the Lift Station for an amount not to exceed $69,000. This project was put on hold because the preferred alternative for the Pedestrian Bridge over the Sultan River will run over the top of the lift station, and those plans are currently in flux. The Capital Budget reflects this $69,000 expenditure. The construction of the improvements ($255,300) will be required to be paid for with a loan.

The City Council approved funding $83,400 from the Sewer Capital Fund for the design of the pedestrian bridge over the Sultan River.

Goals and Accomplishments

2013 Sewer Accomplishments

- A new mixer was installed in the oxidation ditch to replace the damaged mixer.
- Replaced Auto Grease Pump under warranty.
- Repaired the new third Archimedes screw pump. The repair was completed by the original contractor under warranty.
- Replaced failed floats for auxillary effluent pumps.
- Installed timers on oxidation ditch aerators to reset themselves during power outages.
- Replaced Waste Activated Sludge pump.
- Completed an engineering study to identify improvments to the lift station. The existing submersible pump impellers will be replaced with larger diameter impellers by years end. The larger impellers are projected to add 180 equivalent residential units.
- Purchased a third submersible pump for the lift station as an emergency backup.

2014 Sewer Goals

- Complete the design and construct sanitary sewer facilities in Alder Avenue between 5th Street and 8th Street to replace the existing sewer main and services.
- Construct sanitary sewer facilities in High Avenue between 1st Street and 4th Street to replace the exisitng sewer main and services.
- Construct sanitary sewer facilities in 4th Street between Alder Avenue and High Avenue to replace the existing sewer main and services.
- Complete engineering design plans and specifications for the lift station improvements identified in the RH2 Engineering lift station study.
- Initiate an Infiltration and Inflow study for a portion of the City's downtown area subject to flooding and high groundwater.
- Coordinate the design of the Sultan River Pedestrian Bicycle bridge to accommodate a sanitary sewer force main to ultimately replace the existing sewer force main that is attached to the US2 highway bridge.
- Rebuild both oxidation ditch aerator motors at the Wastewater Treatment Plant.
- Replace centrifuge bearings and seals.
- Repair the aerator paddle at the Wastewater Treatment Plant.
- Paint outer rings for both clarifiers.
- New motors for both clarifiers.
- New frame work for oxidation ditch mixer.
- New grit classifier motor at headworks.
- Construct new rain gutters at the Wastewater Treatment Plant.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: PH-1.6

DATE: November 7, 2013

SUBJECT: 2014 Garbage Fund

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for garbage operations and maintenance.

STAFF RECOMMENDATION:

Staff is presenting to the Mayor and City Council for consideration the 2014 budget for the Garbage Fund.

GARBAGE FUND SUMMARY:

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

GARBAGE FUND OPERATING BUDGET:

Garbage Operating Revenues

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

The city is required to operate the garbage utility as a separate business or enterprise fund. During the 2008 state audit, the city was asked to address declining fund balances in its enterprise funds. The city responded by noting the council was implementing rate increases to ensure adequate revenues to cover expenses. The garbage rate study continues the effort to meet state auditor concerns.

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

Prior to First Reading of Ordinance 1074-10 establishing garbage rates, the city council made the following policy decisions in order to meet the needs of the garbage utility and reduce impacts on rate payers:

1. Spread the 9.0% overall rate increase over 2-years (2010-2012).
2. Implement the rate change on July 1, 2010.
3. Reduce the operating reserve from 60 days to 45 days.
4. Save $550,000 from operating revenues (rates) to replace the garbage truck in 2015 rather than borrow money and pay interest on the debt.
5. Charge each customer class the true cost of service. Do not subsidize any particular rate "class" by overcharging for extra garbage.

Garbage and Recycling Rates

Rate Class	Existing Rates	July 2010	July 2011	July 2012	July 2013	July 2014	July 2015
R1 - Monthly 32-gallon	$ 6.66	$ 8.73	$10.10	$10.50	$10.82	$ 11.14	$ 1.47
R2 - Semimonthly 32-gallon	10.43	12.37	13.21	13.73	14.15	14.57	15.01
R4 - Weekly 32-gallon	17.95	20.08	20.46	21.28	21.92	22.57	23.25
R8 - Weekly - 2-32-gallon	40.54	33.93	35.29	36.35	37.44	38.56	39.39
CW - Weekly 32-gallon	17.95	20.16	20.46	21.28	21.92	22.57	23.25

Recycling Rates

The council awarded a seven-year contract to Rabanco on July 23, 2009. The contract will went into effect in September 2009. The City Council adopted Ordinance 1058-09 to establish rates for recycling services provided by Allied Waste in accordance with the approved Franchise Agreement. Ordinance 1058-09 establishes the rates for residential recycling which includes an administrative fee for the City's handling the customer billing. The new rates were effective October 1, 2009 and the first billing was sent out in November 2009.

The contract includes annual cost of living adjustments beginning at the end of the first year of service (2010). There are also customer service performance standards and monetary penalties (liquidated damages) for poor performance.

Residential Base Rates (Per Dwelling Unit Per Month)

Twice a week pickup $33.93
Once a week pickup $20.08
Twice a month pickup $12.37
Once a month pickup $8.73
Extra Garbage (Can or Container - Regardless of Size) $11.46
Qualified low income senior citizen once a week pickup $10.04
Senior Citizen/low income annual application must be made at City Hall ..... free

Recycling as per negotiated agreement with vendor
(Per Dwelling Unit Per Month)

Single family detached and multi-family units $9.35
(duplex, triplex, and fourplex)
Multi-family units of five units or larger $9.35
Qualified low income senior citizens $4.68
Yard Waste Voucher $8.40

Garbage and Recycling Rate Comparison

Most Snohomish County cities contract with private solid waste haulers, but Sultan has found that is can offer comprehensive service to its customers at competitive rates, while not penalizing families and business owners that do not want to participate in the city's recycling program. Table 1 provides a comparison of solid waste and recycling rates for surrounding communities.

Service	Monroe	Sultan	Sno Co	Duvall	Snohomish
32 gal/mo.	$5.94	$8.73	$14.20	N/A	$19.76
2 x per mo.	N/A	$12.37	N/A	N/A	N/A
Weekly	$14.96	$20.08	$22.40	$24.30	$27.92
32 x 2 week	N/A	$33.93	39.50	N/A	N/A
Recycling Per week	$4.28	$2.31	Included	Included	Included
Total Garbage and Recycling Weekly Service	**$19.24**	**$22.39**	**$22.40**	**$24.30**	**$27.92**

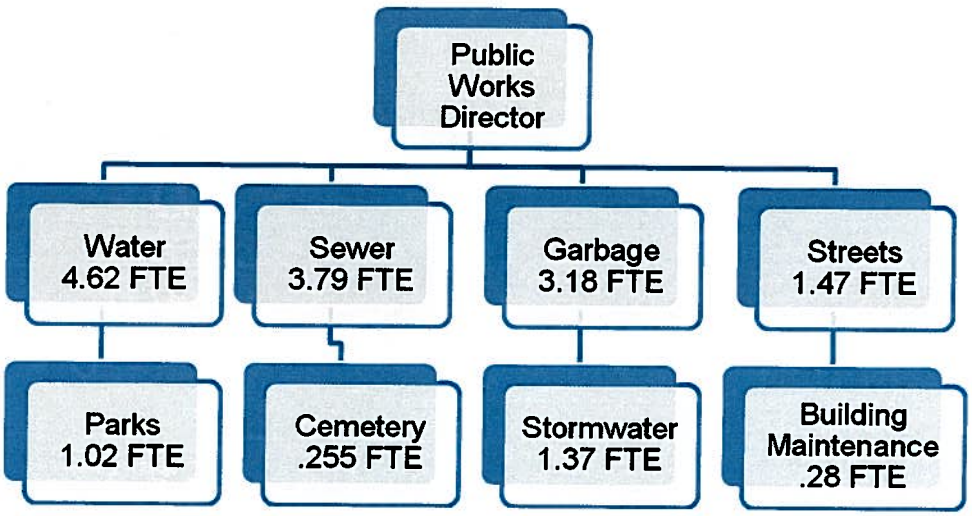
Garbage Operating Expenditures

Revenues for garbage service are estimated to be $753,900. The garbage fund is balanced because of the city council's decision to increase rates as recommended in the 2009/2010 rate study.

2014 Garbage Expenditures

Garbage Budget	2011	2012	2013	2014
Revenues				
Charges for Service	$720,571	$732,077	$748,794	$706,500
Misc Revenues	$45,810	$45,732	$47,758	$47,400
Total	$766,090	$777,800	$796,552	$753,900
Expenditures				
Salaries	$168,048	$143,871	$132,004	$146,880
Benefits	$65,380	$73,994	$70,125	$69,080
Office and Operating Supplies	$4,765	$3,777	$6,140	$6,120
Other Services	$101,025	$146,217	$122,465	96,050
Intergovernmental (disposal and recycling)	$327,643	$327,541	$327,900	$326,500
Capital Outlay	$20,315	$18,605	$31,000	$23,000
Operating Transfer Out	$50,479	$83,349	$92,434	$81,803
Total Expenditures	**$737,655**	**$758,397**	**$782,068**	**$749,433**

Figure 1 – 2014 Public Works Staffing Levels



Salaries and benefits are increased by $13,831 in 2014. Three utility workers equally share the garbage duties now, where in past years, two utility workers performed the majority of garbage duties. The primary reason for this change is to minimize potential injury and avoid a possible Labor and Industries claim.

Goals and Accomplishments

2013 Garbage Accomplishments

- No injuries related to handling garbage.
- A transfer of $75,000 was made from the garbage fund to the Equipment Reserve Fund for a new garbage truck and toters.

2014 Goals

- Continued safety in 2014.
- Purchase of a new garbage truck and toters.
- Transfer $49,000 from the operating fund to the Equipment Reserve Fund for a new replacement garbage truck in 2023.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: PH-1.7

DATE: November 7, 2013

SUBJECT: 2014 Storm Water Fund

CONTACT PERSON: Mick Matheson, Public Works Director

ISSUE:

The issue before the Council is the 2014 budget for storm water maintenance, operations and capital improvements.

STAFF RECOMMENDATION:

Staff is presenting to the Mayor and City Council for consideration the 2014 budget for the Storm Water Fund.

STORM WATER FUND SUMMARY:

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

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

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

Purpose of the Storm Water Utility

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

The City Council delayed the effective date of the 2011 rate increase from December 1, 2010 to June 1, 2011 in order to provide relief to rate payers during the economic downturn. Ordinance 1123-11 changed the effective date of the 2012 rate increase from December 1, 2011 to June 1, 2012, and extended the rate of $9.25 through May 31, 2013.

Ordinance 1170-13 adopted a new Stormwater Monthly Rate Schedule. The new rate for residential parcels is as follows:

STORMWATER MONTHLY RATE SCHEDULE PER TAX PARCEL				
	6/01/2013	6/01/2014	6/01/2015	6/01/2016
Residential Parcels				
Single Family	$9.25	$9.53	$9.81	$10.11
Low-Income Senior (50% SFR rate)	$4,63	$4.77	$4.91	$5.06
Two-, three-, and four-family residential units	$9.35	$9.63	$9.92	$10.22

A storm water utility is essentially a special assessment district set up to generate funding specifically for surface water management. Users within the district pay a surface water fee, and the revenue generated directly supports maintenance and upgrades of existing storm drain systems; development of drainage plans, flood control measures, and water-quality programs; administrative costs; and sometimes construction of major capital improvements. Unlike a storm water program that draws on the general tax fund or uses property taxes for revenue, the people who benefit are the only ones who pay.

Surface water management within the City is governed by federal, state, regional, county and city laws including the Clean Water Act, Endangered Species Act, the Growth Management Act, Shoreline Management Act, State Environmental Policy Act, Storm Water Management Performance Standards, and Puget Sound Water Quality Action Plan.

There are a number of state statutes that pertain either directly or indirectly to the City's authority to form a surface water utility. One of the more broad based statutes pertains to municipal utilities in general and states that a code city may provide utility service within and outside its city limits and this includes the exercise of all powers to the extent authorized by law (RCW 35A.80.010).

Storm water Stakeholders

The storm water utility was initiated in 2007 with the formation of a citizen committee including current city council members Beeler and Davenport-Smith. In 2008, the storm water stakeholders group was formed to include local business owners, citizens and council members. The purpose of the storm water stakeholders group is to evaluate storm water maintenance and capital project needs and recommend a budget to meet the adopted levels of service.

The storm water stakeholders are typically invited to meet annually before the city council's fall budget retreat to review the proposed storm water budget and recommend changes. Only one person attended the storm water stakeholder's group in 2010. In 2011, eight people attended the annual meeting on October 6, including council member Jeffrey Beeler.

Stormwater Stakeholder meetings were not held in 2012 or 2013 due to pending litigation.

2014 STORM WATER OPERATING BUDGET

2014 Storm Water Revenues

The storm water fee is based on the relative contribution of increased surface and storm water runoff from a given parcel to the storm water system.

The percentage of impervious surfaces on the parcel and the total parcel acreage is used to indicate the relative contribution of increased surface and storm water runoff from the parcel to the storm water system.

The relative contribution of increased storm water runoff from each parcel will determine that parcel's share of the Storm water utility fee revenue needs.

The Storm water utility fee revenue needs of the utility are based upon all or any part, as determined by the Council, of the cost of storm water services or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issued for such purpose.

For the City of Sultan, the calculated Equivalent Residential Unit (ERU) is 4,519 square feet. A single-family residential home is equal to 1 ERU regardless of impervious surface. Of the 14 jurisdictions examined in the phone survey for the initial rate study, Sultan's ERU was the second highest. This is largely due to the rural nature of residential properties and the number of barns and outbuildings.

Services provided include on-going maintenance of city owned facilities, vactoring manholes and catch basins to remove sediment and increase system capacity. The utility also provides funds to repair and/or replace failing culverts to reduce flooding.

2013 Storm Water Expenditures

Table 2 – Storm Water Revenues and Expenditures

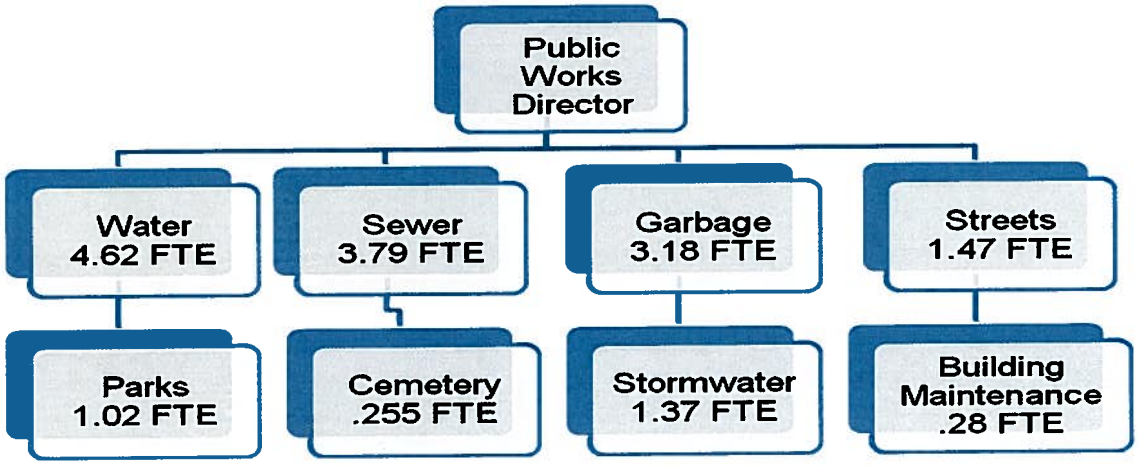
Stormwater Budget	**2011**	**2012**	**2013**	**2014**
Revenues				
Service Fees	$126,428	$150,169	$164,025	$165,945
Miscellaneious	$92	$306	$200	200
Total	**$126,520**	**$150,474**	**$164,225**	**$166,145**
Expenditures				
Salaries	$23,023	$77,239	$81,313	$75,845
Benefits	$7,020	$5,951	$32,562	$34,085
Office and Operating Supplies	$733	$1,187	$1,960	2,750
Other Services	$29,749	$23,684	$45,114	$30,534
Capital Outlay	$0	$33	$0	$0
Operating Transfer Out	$60,000	$39,539	$40,736	$19,737
Total	**$120,525**	**$147,633**	**$201,685**	**$162,951**

Salaries and benefits are decreased by $3,945 in 2014.

Professional services are decreasing from $13,500 in 2013 to zero in 2014 because the fund cannot support professional services this year. With the existing stormwater utility rates, the primary focus can only be on maintenance. The rates will need to be increased to be able to afford the design and construction of stormwater and flood prevention projects.

Rentals are reduced from $15,500 in 2013 to $10,000 in 2014. The City must provide less vactoring this year to have a balanced budget.

Figure 1 – 2014 Public Works Staffing Levels



STORM WATER CAPITAL BUDGET

Per the 2008 Comprehensive Plan update, the City conducted a conveyance capacity analysis on the major storm trunk lines and culverts. This analysis showed where drainage facilities are under-capacity under existing conditions and showed what assets should be upgraded to meet future needs. The City of Sultan has adopted a storm conveyance level of service of the 25-year storm peak flow for new pipes, ditches, and culverts and a 10-year storm peak flow for existing pipes, ditches, and culverts. Table 4 contains a listing of the capital projects intended to address these current and future needs.

Table 4 Storm Water System Capital Projects for Existing and Future Conditions

Project No.	Description	Cost (2010 dollars)
C-2	Date and 3rd standing water	55,500
C-3	Birch and 3rd infiltration	24,500
C-6a	Main Street, 1st to 5th, storm water retrofit	36,600
C-6b	Regional Water Quality Facility for central Sultan (study only)	60,000
C-7/ C-14	Murphy Way entrance standing water and flooding	35,200
C-8	5th Place and 6th Street, gravel road and drainage sedimentation	70,400
C-10	Cul-de-sac at Dyer Road, standing water	5,100
C-12	Culvert at Bus Maintenance Drive for School	1,500
C-15	2nd and Cedar, standing water	24,600
C-16	1st and Date, standing water	7,000
C-17	2nd and Birch, standing water	24,600
C-18	High Ave. at bus barn entrance, standing water	13,500
C-20	4th and Birch	28,600
N-2A	311st and Wisteria Ave. flooding	23,000
N-4	Wisteria Ave and Gohr Rd., NE corner ponding	45,400
W-1	U.S. 2 illicit discharge in storm system	16,400
W-3	Marcus Rd and U.S. 2, sedimentation	6,600
E-11	Cul-de-sac at Dyer Rd, standing water	10,800

Project No.	Description	Cost (2010 dollars)
E-12	Cul-de-sac at Dyer Rd standing water	9,100
E-16b	Dyer Rd at Wagley's Creek, construct bridge and raise road	464,2000
E-16c	Dyer Rd, ditches and culverts along road either side of creek	14,700
SE-1	Level spreader at 339th and Old Sultan Startup Rd., standing water	8,800
C-11	High School South Lot, Filling of Infiltration Ditch	17,500
C-13	1st Street culvert crossing, 200 ft. south of Willow Ave	4,700
C-19	8th Street at Depot Ln, regional flooding	26,700
N-2b	311st and Wisteria, Winters Creek culvert	17,800
N-3	Gohr Rd 310' south of N Park Dr, lot flooding	41,700
N-5	Gohr Rd, drainage improvements	11,900
E-3	Wagley's Creek crossing at 339th	44,600
E-8	132nd Street, plugged culvert	2,000
E-10	E Main Street, drainage problems at Gravel Rd. and new box culvert	330,000
E-16a	Dyer Road, culverts at Wagely's Creek, debris catchment and overflow	46,700
E-21	Foundry Drive, connecting riser and storm conveyance outfall	295,000
SE-2	Extend 36 inch culver under U.S. 2, 400 ft east of Shell Station	273,200
SE-3	Ditch on south side of U.S. 2, east of Rice Road	177,700
Total		**2,275,600**

City staff recommend focusing the storm water capital budget on constructing a new culvert on Dyer Road at Wagley Creek (Project E-16B) to reduce flooding and improve fish passage. The 2012 capital budget allocated 30,000 for design and permitting for this project with the idea of finalizing the design and permitting in 2013 for an additonal $30,000. The design project is approximately 90 percent complete The overall project cost is approximately $464,000 which will need to be funded through grants or a loan. City staff is continuing to work to secure grant funding for the project in 2014.

Storm water Debt Service Fund:

The purpose of the storm water debt service fund is to provide for the payment of debt service incurred by the Storm Water Utility System for the 2003 Storm Water Report. This was previously paid by the Sewer operating fund. The payment has been made from the Storm Water Operating fund for the past two years.

This loan was for a storm water report with repayment terms set at 20 years. The Council made a policy decision in 2011 to increase the loan payment from $8,700 to $28,700 to repay the loan and retire the debt early.

The operating budget allocates $10,136 as an operating transfer to go towards this debt service.

Table 3 – Storm Water Debt

Details of the Loan: **LOAN**	**PURPOSE**	**ORIGINAL LOAN AMOUNT**	**YEAR ISSUED**	**MATURITY DATE**	TERM	**INTEREST RATE**
DEOLO 10034	Storm Water Report	$142,235	2005	2024	20 Years	1.5%

STORM WATER GOALS AND ACCOMPLISHMENTS

2013 Accomplishments

- Vactored catch basins and conveyance systems on US 2, Sultan Basin Road, First Street, Main Street, 4th Street, and 8th Street and other areas throughout the city.
- Funded a portion of the Sultan Basin Road Overlay project.

2014 Goals

- Finalize design and permitting for replacing the culvert at Wagley Creek on Dyer Road and pursue grant funding for construction.
- Continue to vactor catch basins and conveyance systems on a regular schedule.
- Develop a detention pond maintenance program.
- Use regular maintenance to reduce localized flooding.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	Public Hearing PH 1.8
DATE:	November 7, 2013
SUBJECT:	2014 General Fund Preliminary Budget
CONTACT PERSON:	Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue before the council is to hold a public hearing on the preliminary 2014 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 2014 budget forecast anticipates declining General Fund revenues and expenditures for the next two years (2014 and 2015).

Strategic investments are needed in order to ensure the city is positioned to attract new development when the economy recovers. Failing to invest now could put the city in the position of falling so far behind that future investment will not be attracted to the Sultan community and will go elsewhere. This could lead to a spiraling decline of the community rather than slow but steady improvement.

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

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 2014 increased by 3.7%.

The city reached its maximum levy rate of $1.60/$1,000 assessed value in 2011. Property tax revenues are divided between the General Fund, Street Fund, Police Bond Fund (voter approved) and the general obligation bond for the community center (councilmatic). Based on the City's estimated 2014 assessed value of $302,611,142 the amount to be collected is $1.81 per thousand of assessed property value which is above the statutory limit for the city. The City will assess at $1.60/1000 to collect $484,178.

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

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 44% 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 $46,973 in liquor tax in 2014.

Building Permits:
There is one residential building permit anticipated for 2014. 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 continue at record lows.

The Boys/Girls Club project is ready to move forward with building in 2014. A major business and apartment complex are in the preliminary development stages.

The following is a summary by revenue type:

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

GENERAL FUND EXPENDITURES

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

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

The General Fund is comprised of 13 departments and provides:

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

LEGISLATIVE – SUMMARY

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.

The City of Sultan operates under the Mayor-Council form of government with a strong mayor. The Mayor-Council form of government consists of two separate and coequal power centers, each directly elected by the people: the Mayor as Chief Executive, and the Council as the municipal legislature. The Mayor-Council form of government makes a virtue of the idea divided and shared power. Neither Mayor nor Council has the absolute last word in all instances.

Under this form the independently-elected mayor has powers of appointment and removal of subordinates, administrative control over departments, and the power to veto council legislation. The resulting government structure limits the council's role to policy making and oversight, and reserves administrative power and responsibility for the mayor. The system requires constant consultation between the Mayor and the Council; sometimes cooperating, sometimes competing and conflicting; always acting as a check and balance on the other.

ROLES AND RESPONSIBILITIES

- Determine the general direction for the operations of the city of sultan
- Enacting ordinances (laws)
- Establishing budgetary (taxing and spending) policies
- Adopting the Comprehensive Plan and other guiding documents
- Adopting the annual budget
- Awarding contracts
- Fiscal oversight of expenditures
- Appointing members to the Planning Board

Council and Executive - 2014 Budget Proposal

The 2014 Executive budget has increased by $30,000. Salary and benefits have been adjusted to reflect the work schedule of the City Administrator and to include wages for the proposed position of Deputy Clerk. The Deputy Clerk will provide administrative assistance to the City Administrator.

Account	EXPENDITURES Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
005	Legislative				
511-60-100	Salaries and Wages	8,808	7,898	8,162	6,300.00
511-60-200	Benefits	579	865	1,195	850.00
511-60-310	Office/Operating	777	824	850	500.00
511-60-311	Office/Operating - Mayor	0	0	0	200.00
511-60-430	Travel and Seminars	5,740	4,403	2,500	2,000.00
511-60-490	Miscellaneous	-221	170	200	0.00
514-90-510	Voter Registration	6,095	5,832	6,000	6,000.00
	Legislative Totals:	**21,780**	**19,993**	**18,907**	**15,850.00**
010	Executive/Administrative				
513-10-100	Salaries and Wages	22,414	24,983	23,104	44,520.00
513-10-200	Benefits	6,947	4,931	6,522	16,985.00
513-10-320	Office Supplies	0	17	100	0.00
513-10-420	Communication	0	26	500	500.00
513-10-430	Travel and Seminars	3,876	3,364	1,500	500.00
513-10-490	Miscellaneous	5	167	100	100.00
	Executive/Administrative Totals:	**33,243**	**33,488**	**31,826**	**62,605.00**

2011-2015 Budget Themes

Public Safety

1. Reduce incidents of crime as measured in monthly police reports
2. Reduce the city's transient population and incidents of anti-social behavior not acceptable to the Sultan community.
3. Improve the community's perception of public safety.
4. Use technology – such as security cameras and emergency sirens to leverage manpower.
5. Seek strategic partnerships such the school resource officer, volunteers, and emphasis patrols to improve community safety.

Economic Development

1. Seek strategic public and private partnerships to enhance the city's economic growth.
2. Remove unnecessary bureaucracy and regulatory barriers to encourage economic development while maintaining city standards.

3. Maintain the city's existing public buildings, parks and streets.
4. Improve and enforce existing land use and building code regulations.
5. Prepare the city's parks, roads, stormwater, water and wastewater facilities for an increasing population and more rigorous state and federal operating standards.
6. Support business growth working with regional partners to bring recreational business and opportunities to the valley.

Community Development

1. Stay current with growth management act and other state planning requirements. Update supporting plans as required and needed.
2. Maximize land use strengths such as proximity to US 2 while minimizing land use weaknesses such as proximity to floodplain.
3. Strategically study city owned resources and seek opportunities to lead community development with public investment.

Fiscal Responsibility

1. Fully utilize financial software programs and technology to increase efficiency
2. Proactively manage equipment replacement
3. Proactively manage facility maintenance
4. Pay off existing loans and reduce the city's debt service payments. Limit future debt obligations until economic recovery is certain.
5. Seek to set aside $1,000,000 in the general fund contingency account and 60-day operating reserve.
6. Stay current with utility rates to ensure adequate revenues to meet expenditure assumptions.

Finance - 2014 Budget Proposed

There are no major changes to the 2014 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	EXPENDITURES Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
015	Finance Administration				
514-23-100	Salaries and Wages	28,508	35,725	36,214	37,870.00
514-23-200	Benefits	10,383	10,860	16,248	17,520.00
514-23-310	Office Supplies	0	289	200	250.00
514-23-410	Audit Costs	10,987	14,604	7,500	7,000.00
514-23-430	Travel and Seminars	1,648	2,381	900	1,000.00
514-23-490	Bank Fees	1,479	2,322	1,150	1,000.00
514-23-491	Miscellaneous Expense	0	0	0	250.00
	Finance Administration Totals:	**53,006**	**66,182**	**62,212**	**64,890.00**

2014 Goals

- Complete the conversion to electronic water meter system in the utility billing module.
- Complete the updates to Title 8 and Title 13 of Sultan Municipal Code
- Development of the Budget polices for Council adoption.
- Obtain Distinguished Budget Award for second year

Grants, Economic Development, Volunteer - 2014 Budget Proposed

The Grants/Economic Development 2014 budget has a slight decrease. The Grant Coordinator will remain on the 10% hourly reduction for 2014.

Account	EXPENDITURES Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
020	Grants				
514-60-100	Salaries and Wages	15,220	40,272	24,726	21,768.00
514-60-200	Benefits	4,475	6,287	8,804	8,312.00
514-60-310	Economic Development	99	4,903	2,500	5,000.00
514-60-320	Office Supplies	40	23	200	200.00
514-60-350	Small Tools/Minor Equipment	0	74	100	100.00
514-60-410	Professional Services	0	0	350	350.00
514-60-420	Communication	0	0	50	50.00
514-60-430	Travel and Seminars	1,334	1,588	1,000	500.00
514-60-490	Volunteer Program	243	542	1,200	1,200.00
	Grants Totals:	**21,412**	**53,688**	**38,930**	**37,480.00**

The 2014 Proposed Budget for Grants and Economic Development and CITYWIDE PRIDE Volunteer Program.

Economic Development – Department 311
Request: $6,000
Provide Marketing and Education to the citizens and general public about the benefits of doing business in Sultan. Four Business Workshops and Four Business Roundtables have been scheduled for 2013.

Marketing, mapping, Printing & signage for self tours of Osprey & Reese Parks "year round" recreation		$1,500
Recreation Innovation Partnership Zone – Port to Pass	Ongoing partnering with other stakeholders	$4,500
TOTAL		$6,000

Travel and Training – Department 430
Request: $1,000
Attend essential meetings/training/conferences for the purpose of education, lobbying and networking efforts in Grants and Economic Development that will show direct benefit for the Citizens of Sultan.

January 2014	AWC Legislative Conference	Conference Cost: $120	Accommodations for 3 days $120/per day	Total Cost: $480
October 2014	Infrastructure Assistance Coordinating Conference (IACC)	Conference Cost: $160	Accommodations for 3 days: $120/day	Total Cost: $520
TOTAL				$1,000

Volunteer Program – Department 491
Request: $1,000

Volunteer Appreciation Dinner	Food/Decorations	$500
Project Main Street	Paint, gloves, misc. supplies	$200
Block Watch/Volunteer Picnic	Basic plates, napkins, bottled water supplies	$100
Serve Fest	Paint, gloves, misc. supplies	$100
CITYWIDE PRIDE Year Round misc. Expenses		$100
	TOTAL REQUEST	$1,000

This request will provide funding to recognize and assist the dedicated volunteers in Sultan.

Block Watch supplies, crime prevention signs and handbooks will be purchased for the volunteers with this fund.

Legal and General Governmental Services – 2014 Budget Proposal

Legal fees have reduced by $47,500 for 2014. 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 then 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.

	EXPENDITURES	**2011**	**2012**	**2013**	**2014**
Account	**Description**	**Actual**	**Actual**	**Adopted**	**Requested**
025	Legal Services				
515-30-100	Salaries and Wages	3,960	3,964	3,872	3,834.00
515-30-200	Benefits	1,388	1,388	1,600	1,661.00
515-30-410	Legal - Litigation Fees	80,207	76,946	87,500	40,000.00
515-70-510	Crime Victim Services	550	335	500	500.00
	Legal Services Totals:	**86,105**	**82,635**	**93,472**	**45,995.00**

035	Other Governmental Services				
518-10-310	Office/Operating Supplies	9,297	9,988	7,500	8,000.00
518-90-340	Books and Periodicals	955	1,067	750	1,000.00
518-20-490	Organization Dues	3,093	6,039	4,000	4,000.00
518-90-410	Professional Services	3,201	19,201	1,000	6,000.00
518-90-420	Communication	9,161	6,812	6,500	5,500.00
518-90-440	Advertising and Legal Notices	4,408	3,364	2,500	2,000.00
518-90-460	Insurance	22,142	32,207	18,000	34,935.00
518-90-470	Utilities	5,283	4,599	4,500	4,500.00
518-90-480	Repair and Maintenance	731	130	200	700.00
518-90-490	Miscellaneous	413	856	800	800.00
	Other Governmental Services Totals:	**58,684**	**84,262**	**45,750**	**67,435.00**

Law Enforcement and Emergency Services - 2013 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 2008 effective January 1, 2009 through December 31, 2013. The contract for will expire in 2013 and the city is currently in the process of renegotiating the next five year contract.

	EXPENDITURES	**2011**	**2012**	**2013**	**2014**
Account	**Description**	**Actual**	**Actual**	**Adopted**	**Requested**
040	Law Enforcement				
521-20-100	Salaries and Wages	1,123	2,053	2,108	2,162.00
521-20-200	Benefits	403	444	854	870.00
521-20-210	Disability Insurance	11,745	12,034	12,000	6,500.00
521-20-310	Operating Supplies	0	0	100	100.00
521-20-460	Insurance	1,000	0	750	0.00
521-20-490	Miscellaneous	212	726	0	1,200.00
521-20-510	Professional Service - SnoCty	878,351	958,931	912,194	875,000.00
528-10-500	Intergovernmental - SNOPAC	66,760	61,059	60,525	60,500.00
528-10-510	Intergovernmental - 800 MHZ	13,316	13,857	13,857	13,860.00
	Law Enforcement Totals:	**972,909**	**1,049,103**	**1,002,388**	**960,192.00**
045	Law Enforcment Agency Fees				
512-50-510	Miscellaneous - Court Filing F	16,728	12,664	12,000	6,000.00
515-30-410	Professional Services - Prosec	36,410	31,542	17,000	15,000.00
515-30-411	Public Defender Attorney	0	0	18,400	18,400.00
523-90-510	Miscellaneous - Jail Fees	53,478	50,764	58,000	40,000.00
	Law Enforcment Agency Fees Totals:	**106,616**	**94,970**	**105,400**	**79,400.00**

050	Emergency Services				
525-50-310	Operating Supplies	939	0	0	0.00
525-10-480	Repair and Maintenance	0	1,292	500	500.00
525-10-510	Department of Emergency Mgmt	4,840	3,776	5,100	5,100.00
	Emergency Services Totals:	**5,779**	**5,068**	**5,600**	**5,600.00**

Code Enforcement, Planning and Building - 2014 Budget Proposal

The 2014 budget provides for continuation of the 0.5 FTE Community Services Officer position and support funding.

Completion of the Comprehensive Plan in 2011 reduced the budgetary emphasis on Long Range Planning. It also transferred more of the Planning Division's costs to the General Fund because the Planning Board and staff are not participating in development of plans for the Sewer, Water, Solid Waste, and Stormwater Utilities.

The 2014 Planning Division budget for Salaries/Wages is reduced. Staff time in Planning will be reduced by 20%, resulting in 32 hour week for the Community Development Director.

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 reduced to 15%.

	EXPENDITURES	**2011**	**2012**	**2013**	**2014**
Account	**Description**	**Actual**	**Actual**	**Adopted**	**Requested**
060	Code Enforcement				
554-30-100	Salaries and Wages	21,704	21,679	19,354	22,684.00
554-30-200	Benefits	4,448	5,224	5,614	6,480.00
554-30-310	Office/Operating Supplies	1,843	1,216	1,000	1,500.00
554-30-360	Vehicle Operation/Maintenance	202	1,519	500	500.00
554-30-370	Vehicle Repair	120	213	500	0.00
554-30-410	Professional Services	793	566	1,000	750.00
554-30-430	Travel and Seminars	807	365	375	250.00
554-30-460	Insurance	1,725	0	500	**0.00**
	Code Enforcement Totals:	**31,640**	**30,783**	**28,843**	**32,164.00**
065	Planning and Development				
558-60-100	Salaries and Wages	66,409	113,482	85,211	68,560.00
558-60-200	Benefits	24,204	37,377	36,637	29,750.00
558-60-310	Office/Operating Supplies	213	282	350	100.00
558-60-340	Books and Periodicals	160	157	200	0.00
558-60-350	Small Tools/Minor Equipment	57	0	200	0.00
558-60-410	Professional Services	32,282	2,760	2,500	9,000.00
558-60-420	Communication	3,136	528	1,000	500.00

558-60-430	Travel and Seminars	1,477	2,286	700	0.00
558-60-440	Advertising and Legal Notices	770	1,369	1,500	750.00
558-60-490	Miscellaneous	1,827	967	500	500.00
	Planning and Development Totals:	**130,533**	**159,207**	**128,798**	**109,160.00**

070	Building and Community Dev.				
558-50-100	Salaries and Wages	27,829	39,979	30,466	10,243.00
558-50-200	Benefits	12,849	15,088	16,970	5,260.00
558-50-310	Operating Supplies	59	206	500	250.00
558-50-340	Books and Periodical	8	0	1,200	900.00
558-50-360	Vehicle Operation/Maintenance	0	0	250	0.00
558-50-410	Professional Services	0	1,525	1,000	500.00
558-50-420	Communication	948	1,019	500	500.00
558-50-430	Travel and Seminars	708	1,451	500	250.00
558-50-480	Repair and Maintenance	0	0	300	0.00
558-50-490	Miscellaneous	587	50	0	200.00
558-50-510	SnoCty Plan/Building Service	8,638	12,573	9,000	8,000.00
	Building and Community Dev. Totals:	**51,626**	**71,891**	**60,686**	**26,103.00**

Public Health and Library Services - 2014 Budget Proposal

Account	EXPENDITURES Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
075	**Public Health**				
562-50-510	Intergovernmental	1,125	2,471	1,000	1,000.00
	Public Health Totals:	**1,125**	**2,471**	**1,000**	**1,000.00**
080	**Library**				
572-20-460	Insurance	0	0	0	0.00
572-20-470	Utilities	7,286	6,876	7,000	6,500.00
	Library Totals:	**7,286**	**6,876**	**7,000**	**6,500.00**

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	EXPENDITURES Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
085	**Parks and Recreation**				
576-80-100	Salaries and Wages	38,942	40,847	36,583	40,200.00
576-80-200	Benefits	19,825	17,821	16,200	16,680.00

576-80-220	Uniforms	773	498	500	500.00
576-80-310	Office/Operating Supplies	2,150	2,678	1,530	1,300.00
576-80-320	Office Supplies	8	0	0	0.00
576-80-350	Small Tools/Minor Equipment	61	398	810	350.00
576-80-360	Vehicle Maintenance	0	0	0	1,300.00
576-80-370	Vehicle Repair	0	165	1,050	500.00
576-80-410	Professional Services	0	0	0	1,000.00
576-80-420	Communication	652	564	600	400.00
576-80-430	Travel and Seminars	540	95	222	222.00
576-80-450	Rentals	2,608	3,330	2,226	0.00
576-80-460	Insurance	5,003	956	3,000	0.00
576-80-470	Utilities	3,655	2,751	3,000	3,300.00
576-80-480	Repair and Maintenance	1,873	446	500	500.00
576-80-490	Miscellaneous	80	399	0	100.00
594-80-620	Capital - Equipment	328	33	0	0.00
597-30-000	Operating Transfer Out	600	0	1,000	0.00
	Parks and Recreation Totals:	**77,099**	**70,981**	**67,221**	**66,352.00**

	EXPENDITURES	**2011**	**2012**	**2013**	**2014**
Account	**Description**	**Actual**	**Actual**	**Adopted**	**Requested**
E90	Interfund Services				
588-80-000	Prior Year Adjustments	40,385	0	0	0.00
597-40-020	Operating Transfer Out	106,500	1,798	0	0.00
597-50-010	Operating Transfer Out - 114	8,216	8,576	9,000	9,000.00
	Interfund Services Totals:	**155,101**	**10,374**	**9,000**	**9,000.00**
	EXPENDITURES TOTALS:	**1,813,943**	**1,841,971**	**1,707,033**	**1,589,726.00**
	FUND REVENUES	**1,845,376**	**1,724,766**	**1,711,900**	**1,624,630.00**
	FUND EXPENSES	**1,813,943**	**1,841,971**	**1,707,033**	**1,589,726.00**
	GENERAL FUND Reserve	**31,433**	**-117,204**	**4,867**	**34,904.00**

2014 Budget

001 GENERAL FUND

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

353-10-100	District Court	26,442	25,418	25,000	25,000
353-10-300	Violations Bureau	873	3,835	1,500	1,500
354-10-000	Parking Infractions	180	90	100	100
359-90-000	Animal Control Fines	333	436	200	500
359-90-010	Animal Control Fees	544	365	300	300
	Fines and Penalties Totals:	**28,373**	**30,144**	**27,100**	**27,400**
361-11-000	Investment Interest	376	234	1,000	500
361-40-000	Sales Tax Interest	227	123	570	120
362-40-000	Rents and Royalties	47,706	54,343	7,494	7,500
362-50-000	Rental Income Post Office	0	0	45,150	47,860
367-11-010	Contributions/Donations	71,686	2,800	7,500	9,000
369-90-000	Miscellaneous Income/NSF fees	2,897	16,234	5,700	4,000
	Miscellaneous Revenues Totals:	**122,892**	**73,734**	**67,414**	**68,980**
395-10-000	Sale of Fixed Assets	66	1,816	0	0
397-10-100	Operating Transfer In	0	53,983	51,106	56,011
	Other Financing Sources Totals:	**66**	**55,799**	**51,106**	**56,011**
	REVENUES TOTALS:	**1,845,376**	**1,724,766**	**1,711,900**	**1,624,630**

GENERAL FUND 2014 EXPENDITURES

Account	Description	2011 Actual	2012 Actual	2013 Adopted	2014 Requested
005	Legislative				
511-60-100	Salaries and Wages	8,808	7,898	8,162	6,300.00
511-60-200	Benefits	579	865	1,195	850.00
511-60-310	Office/Operating	777	824	850	500.00
511-60-311	Office/Operating - Mayor	0	0	0	200.00
511-60-430	Travel and Seminars	5,740	4,403	2,500	2,000.00
511-60-490	Miscellaneous	-221	170	200	0.00
514-90-510	Voter Registration	6,095	5,832	6,000	6,000.00
	Legislative Totals:	**21,780**	**19,993**	**18,907**	**15,850.00**
010	Executive/Administrative				
513-10-100	Salaries and Wages	22,414	24,983	23,104	44,520.00
513-10-200	Benefits	6,947	4,931	6,522	16,985.00
513-10-320	Office Supplies	0	17	100	0.00
513-10-420	Communication	0	26	500	500.00
513-10-430	Travel and Seminars	3,876	3,364	1,500	500.00
513-10-490	Miscellaneous	5	167	100	100.00
	Executive/Administrative Totals:	**33,243**	**33,488**	**31,826**	**62,605.00**
015	Finance Administration				
514-23-100	Salaries and Wages	28,508	35,725	36,214	37,870.00
514-23-200	Benefits	10,383	10,860	16,248	17,520.00
514-23-310	Office Supplies	0	289	200	250.00
514-23-410	Audit Costs	10,987	14,604	7,500	7,000.00
514-23-430	Travel and Seminars	1,648	2,381	900	1,000.00
514-23-490	Bank Fees	1,479	2,322	1,150	1,000.00
514-23-491	Miscellaneous Expense	0	0	0	250.00
	Finance Administration Totals:	**53,006**	**66,182**	**62,212**	**64,890.00**
020	Grants				
514-60-100	Salaries and Wages	15,220	40,272	24,726	21,768.00
514-60-200	Benefits	4,475	6,287	8,804	8,312.00
514-60-310	Economic Development	99	4,903	2,500	5,000.00
514-60-320	Office Supplies	40	23	200	200.00
514-60-350	Small Tools/Minor Equipment	0	74	100	100.00
514-60-410	Professional Services	0	0	350	350.00
514-60-420	Communication	0	0	50	50.00
514-60-430	Travel and Seminars	1,334	1,588	1,000	500.00
514-60-490	Volunteer Program	243	542	1,200	1,200.00
	Grants Totals:	**21,412**	**53,688**	**38,930**	**37,480.00**

025	Legal Services				
515-30-100	Salaries and Wages	3,960	3,964	3,872	3,834.00
515-30-200	Benefits	1,388	1,388	1,600	1,661.00
515-30-410	Legal - Litigation Fees	80,207	76,946	87,500	40,000.00
515-70-510	Crime Victim Services	550	335	500	500.00
	Legal Services Totals:	**86,105**	**82,635**	**93,472**	**45,995.00**
035	Other Governmental Services				
518-10-310	Office/Operating Supplies	9,297	9,988	7,500	8,000.00
518-90-340	Books and Periodicals	955	1,067	750	1,000.00
518-20-490	Organization Dues	3,093	6,039	4,000	4,000.00
518-90-410	Professional Services	3,201	19,201	1,000	6,000.00
518-90-420	Communication	9,161	6,812	6,500	5,500.00
518-90-440	Advertising and Legal Notices	4,408	3,364	2,500	2,000.00
518-90-460	Insurance	22,142	32,207	18,000	34,935.00
518-90-470	Utilities	5,283	4,599	4,500	4,500.00
518-90-480	Repair and Maintenance	731	130	200	700.00
518-90-490	Miscellaneous	413	856	800	800.00
	Other Governmental Services Totals:	**58,684**	**84,262**	**45,750**	**67,435.00**
040	Law Enforcement				
521-20-100	Salaries and Wages	1,123	2,053	2,108	2,162.00
521-20-200	Benefits	403	444	854	870.00
521-20-210	Disability Insurance	11,745	12,034	12,000	6,500.00
521-20-310	Operating Supplies	0	0	100	100.00
521-20-460	Insurance	1,000	0	750	0.00
521-20-490	Miscellaneous	212	726	0	1,200.00
521-20-510	Professional Service - SnoCty	878,351	958,931	912,194	875,000.00
528-10-500	Intergovernmental - SNOPAC	66,760	61,059	60,525	60,500.00
528-10-510	Intergovernmental - 800 MHZ	13,316	13,857	13,857	13,860.00
	Law Enforcement Totals:	**972,909**	**1,049,103**	**1,002,388**	**960,192.00**
045	Law Enforcment Agency Fees				
512-50-510	Miscellaneous - Court Filing F	16,728	12,664	12,000	6,000.00
515-30-410	Professional Services - Prosec	36,410	31,542	17,000	15,000.00
515-30-411	Public Defender Attorney	0	0	18,400	18,400.00
523-90-510	Miscellaneous - Jail Fees	53,478	50,764	58,000	40,000.00
	Law Enforcment Agency Fees Totals:	**106,616**	**94,970**	**105,400**	**79,400.00**
050	Emergency Services				
525-10-480	Repair and Maintenance	0	1,292	500	500.00
525-10-510	Department of Emergency Mgmt	4,840	3,776	5,100	5,100.00
	Emergency Services Totals:	**5,779**	**5,068**	**5,600**	**5,600.00**

060	Code Enforcement				
554-30-100	Salaries and Wages	21,704	21,679	19,354	22,684.00
554-30-200	Benefits	4,448	5,224	5,614	6,480.00
554-30-310	Office/Operating Supplies	1,843	1,216	1,000	1,500.00
554-30-360	Vehicle Operation/Maintenance	202	1,519	500	500.00
554-30-370	Vehicle Repair	120	213	500	0.00
554-30-410	Professional Services	793	566	1,000	750.00
554-30-430	Travel and Seminars	807	365	375	250.00
554-30-460	Insurance	1,725	0	500	**0.00**
	Code Enforcement Totals:	**31,640**	**30,783**	**28,843**	**32,164.00**
065	Planning and Development				
558-60-100	Salaries and Wages	66,409	113,482	85,211	68,560.00
558-60-200	Benefits	24,204	37,377	36,637	29,750.00
558-60-310	Office/Operating Supplies	213	282	350	100.00
558-60-340	Books and Periodicals	160	157	200	0.00
558-60-350	Small Tools/Minor Equipment	57	0	200	0.00
558-60-410	Professional Services	32,282	2,760	2,500	9,000.00
558-60-420	Communication	3,136	528	1,000	500.00
558-60-430	Travel and Seminars	1,477	2,286	700	0.00
558-60-440	Advertising and Legal Notices	770	1,369	1,500	750.00
558-60-490	Miscellaneous	1,827	967	500	500.00
	Planning and Development Totals:	**130,533**	**159,207**	**128,798**	**109,160.00**
070	Building and Community Dev.				
558-50-100	Salaries and Wages	27,829	39,979	30,466	10,243.00
558-50-200	Benefits	12,849	15,088	16,970	5,260.00
558-50-310	Operating Supplies	59	206	500	250.00
558-50-340	Books and Periodical	8	0	1,200	900.00
558-50-360	Vehicle Operation/Maintenance	0	0	250	0.00
558-50-410	Professional Services	0	1,525	1,000	500.00
558-50-420	Communication	948	1,019	500	500.00
558-50-430	Travel and Seminars	708	1,451	500	250.00
558-50-480	Repair and Maintenance	0	0	300	0.00
558-50-490	Miscellaneous	587	50	0	200.00
558-50-510	SnoCty Plan/Building Service	8,638	12,573	9,000	8,000.00
	Building and Community Dev. Totals:	**51,626**	**71,891**	**60,686**	**26,103.00**
075	**Public Health**				
562-50-510	Intergovernmental	1,125	2,471	1,000	1,000.00
	Public Health Totals:	**1,125**	**2,471**	**1,000**	**1,000.00**

080	**Library**				
572-20-460	Insurance	0	0	0	0.00
572-20-470	Utilities	7,286	6,876	7,000	6,500.00
	Library Totals:	**7,286**	**6,876**	**7,000**	**6,500.00**
085	**Parks and Recreation**				
576-80-100	Salaries and Wages	38,942	40,847	36,583	40,200.00
576-80-200	Benefits	19,825	17,821	16,200	16,680.00
576-80-220	Uniforms	773	498	500	500.00
576-80-310	Office/Operating Supplies	2,150	2,678	1,530	1,300.00
576-80-320	Office Supplies	8	0	0	0.00
576-80-350	Small Tools/Minor Equipment	61	398	810	350.00
576-80-360	Vehicle Maintenance	0	0	0	1,300.00
576-80-370	Vehicle Repair	0	165	1,050	500.00
576-80-410	Professional Services	0	0	0	1,000.00
576-80-420	Communication	652	564	600	400.00
576-80-430	Travel and Seminars	540	95	222	222.00
576-80-450	Rentals	2,608	3,330	2,226	0.00
576-80-460	Insurance	5,003	956	3,000	0.00
576-80-470	Utilities	3,655	2,751	3,000	3,300.00
576-80-480	Repair and Maintenance	1,873	446	500	500.00
576-80-490	Miscellaneous	80	399	0	100.00
594-80-620	Capital - Equipment	328	33	0	0.00
597-30-000	Operating Transfer Out	600	0	1,000	0.00
	Parks and Recreation Totals:	**77,099**	**70,981**	**67,221**	**66,352.00**
E90	**Interfund Services**				
588-80-000	Prior Year Adjustments	40,385	0	0	0.00
597-40-020	Operating Transfer Out	106,500	1,798	0	0.00
597-50-010	Operating Transfer Out - 114	8,216	8,576	9,000	9,000.00
	Interfund Services Totals:	**155,101**	**10,374**	**9,000**	**9,000.00**
	EXPENDITURES TOTALS:	**1,813,943**	**1,841,971**	**1,707,033**	**1,589,726.00**
	FUND REVENUES	**1,845,376**	**1,724,766**	**1,711,900**	**1,624,630.00**
	FUND EXPENSES	**1,813,943**	**1,841,971**	**1,707,033**	**1,589,726.00**
	GENERAL FUND Reserve	**31,433**	**-117,204**	**4,867**	**34,904.00**

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 1

DATE: November 7, 2013

SUBJECT: October 24, 2013 Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the October 24, 2013 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:
Approve as submitted

CITY OF SULTAN COUNCIL MEETING – October 24, 2013

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

CHANGES/ADDITIONS TO THE AGENDA:
Consent: Remove excused absence of Councilmember Davenport-Smith

PRESENTATIONS:
Certificate of Appreciation – Bruce Meaker, Snohomish County PUD
Bruce Meaker is retiring after 30 years with Snohomish County PUD. He spent most of his career working at the Jackson Hydroelectric Project, which provides 80% of the water to Snohomish County and 5% of the power. His sophisticated operation of the Jackson project has optimized water and power needs and provided flood management on the Sultan River and in the city. He was responsible for the Dam Safety Program and gave numerous presentations about the Jackson Project and federal Dam Safety Program. Mayor Eslick presented a Certificate of Appreciation to Bruce Meaker.
Bruce Meaker: Thank the Council for the high honor. He has been working with people in Sultan for a long time. He comes from small town in Colorado and Sultan feels like home. He is glad to have been a part of the Jackson Dam projects and is proud to say there have been no major spills since 1995. PUD has done good work with the community with their work at the dam and control of the spillway. He appreciated working with people in the community as the Dam Safety guy and with toastmaster in Sultan.

Annual Sky Valley Chamber Report
In accordance with the agreement with the Sky Valley Chamber of Commerce, they are required to provide an annual report on the Visitor Information Center and Chamber activities. Debbie Copple, Director for the Chamber, presented the report to the Council.
They are working to complete a survey to determine community needs and are working with the Boom Town group looking for recreational employment opportunities. Debbie serves on the Cascade Loop Board and Snohomish County Parks and Recreation Board. The Cascade Loop was recognized as one of the best scenic routes in the US. They are working with Stevens Pass Greenway and the Cascade Loop to put information in the Highway Park for visitors.
The Chamber partners with many resources, including the City of Sultan, WorkSource & Grow Washington to provide classes that help our existing businesses and potential new businesses. Innovative Partnership Zone (IPZ) didn't work out as we anticipated but in many ways, the main benefit has been the relationships established between the Port of Everett, each city along the corridor, the Everett Community College and the Chamber. These relationships have the potential to benefit every one of the partners. The Chamber has begun working on creating a detailed database of all the industrial properties within the City limits.
The Sky Valley Chamber had a very busy year. Our volunteers assisted 3399 walk in guests from January through September. Another 1171 phone requests were logged in. We have 122 current Chamber business members, 8 citizen members and our website is constantly being improved.
One of the goals on the website is to develop a comprehensive interactive calendar for the entire Sky Valley. It will include all events, city meetings, etc. When people are looking for more information, they simply click on the event they are interested in and more information will be provided.

COMMENTS FROM THE PUBLIC:
Janet Peterson: When we were children and completed our chores or did well in school, we got a gold star. The city has a staff member who is responsible for getting a lot of money for the city and deserves a gold star. With pleasure, she presented Donna Murphy with a gold star.

Donna Murphy: Thanks for the recognition. She was at the IACC conference and taught a class on grant writing and how grants require teamwork. On behalf of the team –thanks. There are many people work with her to complete the job. The City has received $700,000 for 2013.

Maryann Naslund: Her "adopted" son Andy just interviewed for Junior Sailor of the Year. He was a great turn around kid and the community was a great help – thanks to everyone.

Kalli Vaughn: There have been a number of car burglaries in town over the last week. When these people's needs are not by met breaking into cars they will escalate to other crimes. She went to social media and got several hits from victims and some are not willing to wait for the police. One person has already been hurt. She requested increased visibility by police in the area. (Mayor Eslick recommended they use Block Watch also).

Frank Linth: He had a business lunch at the Buzz Inn and a couple of guys were talking about the silliness of political signs in Sultan and he was embarrassed. Ray George spoke about the RCW on signs and Councilmember Kay George is a party to what is going on – shame on you. He appreciates their freedom of speech and right to be petty. The Council had a discussion regarding a code of ethics and Ms. George railed against the code of ethics and for him, that raises a concern. The Mayor of Detroit from 2003 was just sent to jail for corruption. Not saying she is going there – but it is a concern. There is nothing prohibits bad leadership and she does it badly. Nice job on the monuments at the roundabouts.

Judy Wood: She writes news article and wanted to write about a volunteers and it was easy to do because there are so many. Suggested Big Little City for a theme.

COUNCILMEMBER COMMENTS

Beeler: The Sultan Basin Road looks nice but there needs to be reflective lines and bumps for evenings that have fog. There were two fatalities on US 2 in the last week and it reminds us of how dangerous the highway is; the roundabout has improved safety. The city needs to continue pushing the efforts to improve safety on the highway. He read something in a flyer from Ms. George and he was called out for an action. The campaign should be about people running. Called Ms George out on the vouchers – it bothers him that she approves contracts and will not approve payment of the bills. He has asked what she does not want to pay and only answer is that she does not want to pay anything and that is not right. If approve the contracts, should pay for them.

Blair: Thanked Debbie Copple for the report and all the great work done by the Chamber. She would like to see increase patrols also. Her renters were concerned when they were broken into as it happened early morning when block watchers are not out. Thanks for the article about Susie Hollenbeck. She has been a great volunteer and there is a fund set up at Coastal to help her out in her time of illness. Likes the name Big Heart-Little City. Make sure the road turtles can survive snowplows.

Neigel: He is a Substance Abuse Coordinator for the County. Does marijuana use impact youth in Snohomish County? Research has established that as availability of a substance increases, so does the use. He presented and reviewed a fact sheet on some current data for Snohomish County. The facts are the reason he is opposed to adopting anything that increase the use of drugs.

George: If there is anything in the literature of concern, they can come to her. She does spread the truth and many hate her for it but they need to clean things up in town.

Davenport-Smith: Thank Mr. Neigel for sharing the information on drugs. Thanks to Judy for continuing to write positive things about the valley. Signs everywhere; take away the signs. She is looking forward to elections being over and having nice scenery again. The Roundabout looks fabulous. Need to spruce up and relocate the old wooden sign. Thanks for the report on the car break ins and we can help the police by calling 911. Thanks to Debbie for her work at the chamber – everyone does an awesome job. Attended the IACC conference in Wenatchee to find ways to fund infrastructure and also taught a class on grant writing. A Tech team for the pedestrian bridge project was held to determine available funding sources and who can help. There are mostly loans available now and there may be help from WSDOT and with persistent lobby efforts, the city may be able to get funding for the bridge but not the utility lines.
The City of Sultan received the 2013 award for Excellence in Transportation for the Sultan Basin Road. The project started 15 years ago and it took a lot of work from all the partners. Thanks to staff, WHPacific, and all the mayors and councils.

Slawson: Thanked everyone for coming to the meeting. He has heard the city has a bad reputation and he can't find that anywhere. He only hears good things from other cities and the city has received several awards. This is not the same city as it was in 2006 – this city rocks. He tells people he lives in greatest city – a city of volunteers and he is proud to live here. Would like to see Comp Plan on web site as other cities have asked to see the completed document. Community Transit is working on their budget and Sunday service will not be restored for a while. They are trying to figure the best way to serve customers with the funds available. The Snohomish Alliance would like city to join them to combine lobby efforts for funds. Should still lobby for the city and he is willing to go help.

Marshall: Lot of good and bad things have been said and as Councilmembers, they should not nitpick at each other at the table. He would like to say things, but chooses not to; this should not be about the election.

Mayor Eslick: Judy and Woody Woods maintain the gateway sign on the west side of town. The purchased seven flags for the Veterans celebration and the flags will be in the lobby at City Hall to honor veterans and current servicemen. Coastal bank account for Susie Hollenbeck is set up and donations can be made at the VIC. Susie is humbled by the response in the city. When the election is over, the candidates have 30 days to pick up signs but she would like to see them picked up sooner.

CITY ADMINISTRATOR COMMENTS:
Staff and the Mayor met with County Executive regarding the "donut hole" of unincorporated land in the park. The bridge will be on this property and if it is not changed, the city will need permits from the county. The City needs the County to start the process. Sultan has the highest medium income of any city in the Sky Valley ($67,000). It is above Monroe and Snohomish which may be due to lack of apartment units in the city. Sultan is not eligible for USDA grants based on the income. Thanks for feedback at the retreat on succession planning for the city. Staff appreciates the opportunity for advancement. The Liquor Control Board has now proposed additional changes to combine medical and recreational marijuana and may eliminate collective gardens. Need to have the hearing to clean up old business and vote the ordinance down.

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

1. Animal Control
2. Planning Board Minutes
3. Public Works
4. Finance

CITY OF SULTAN COUNCIL MEETING – October 24, 2013

HEARINGS: Minutes of the hearings are under a separate report.

1. Ordinance 1177-13 - Collective Gardens
2. 2014 Tax Levies

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

1) Approval of the October 10, 2013 Council Meeting Minutes
2) Approval of the October 10, 2013 Public Hearing Minutes on the I-502 Moratorium
3) Approval of vouchers in the amount of $197,171.21 and payroll through October 11, 2013, in the amount of $50,771.67 to be drawn and paid on the proper accounts.

ACTION ITEMS:

Ordinance 1175-13 - 2014 Tax Levy

The issue before the Council is to have the first reading of Ordinance 1175-13 setting the property tax levy for the 2014. A public hearing was held during the Council meeting.
On a motion by Councilmember Blair, seconded by Councilmember Beeler, Ordinance 1175-13 setting the 2014 property tax levy was introduced for a first reading. All ayes.

Ordinance 1176-13- 2014 Police Bond Levy

The issue before the Council is the introduction of Ordinance 1176-12 setting the 2014 tax levy for the 2004 General Obligation Police Bond. The amount of the levy for 2014 is $32,523. 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 to make 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 Blair, seconded by Councilmember Slawson, Ordinance 1176-13, setting the 2014 Tax Levy for the General Obligation Police bond was introduced for a first reading. All ayes.

Ordinance 1177-13 – Collective Gardens

The issue before the City Council is to consider Ordinance 1177-13, establishing restrictions on the location and operation of medical marijuana collective gardens and dispensaries more restrictive than those established by state statute. The Council conducted a public hearing on adoption of the Planning Board's recommendation for an amendment to the SMC to regulate Medical Marijuana Collective Gardens and Dispensaries.

Councilmember Blair moved to reject Ordinance 1177-13, seconded by Councilmember Neigel. All ayes.

Councilmember Beeler moved to ban collective gardens and dispensaries in the city, seconded by Councilmember Neigel. Ayes – Beeler, Neigel, Davenport-Smith, George; Nay – Slawson, Marshall, Blair

Discussion:
Slawson: Council should talk to the attorney before we take action. There are already collective gardens and the city should think about it and grandfather those that are here. It pre-existing they are not illegal. (Monte Beaton, Police Chief advised they are not illegal now).

George: The city can change their mind if someone wants to sue. Given the facts, it is a good idea to ban. At the last meeting, a gentleman talked about his business that uses marijuana in his products and he is looking for place to relocate his business. The city wants business but need to consider the morals of the city. Standing up for moral issue and community is a good thing.

Marshall: People need to do research on the products. If he had family member that need it because it helps, he would not object, as it is legal in the state. There is bad with marijuana but there is good for people in bad situations. The problems in schools is not just drugs, it is cheaper drugs.

Blair: All know her stand on medical marijuana. The motion is to vote down collective gardens. There is a big difference between recreational and medical marijuana users. The gentleman manufactures regular candies as well. She will not ban something that helps people. Don't want collective gardens next to her but will not vote to ban medical marijuana.

Neigel: For clarification, they voted not to adopt zoning. The second motion is to ban collective gardens and dispensaries

Beeler: 100% of the neighbors on his street did not want pot growing near them. There have been raids by people who wanted the drugs and cash. Does not stop the manufacture from packaging and sending it out. Those on medical marijuana can go other places to get their drugs. Liquor Control Board is being wishy-washy and they are now combining medical and recreational use. Sultan is not the only city banning it.

Davenport-Smith: Favors the ban. Everything she has heard about the collective grows has not been good and it draws type of activity we don't want in the community. She is part of the Sky Valley Coalition and their goal is to reduce the use of drugs and alcohol in the valley.

DISCUSSION:

ATV Ordinance

The issue is to discuss the development of a Motorized Recreation Vehicle Ordinance for the city after the passage of ESH 1632 by the Washington State Legislature in 2013.

City Council may now consider the development of a Motorized Recreation Vehicle Ordinance to implement the new Washington State 2013 Session Law ESH 1632 (Attachment B on P2 in Council Meeting 8/22/13).

ESH 1632 is the byproduct of four years of legislative advocacy and public hearings with regards to advancing "Motorized Recreation Vehicles" (MRV) to aid in recreation tourism and public lands access. Particularly for Washington's aging and mobility challenged "baby boomers", Wounded Warriors, ADA and mature licensed citizens. The City of Sultan's Mayor Carolyn Eslick, former Chief of Police Jeff Brand, intern Ted Jackson, and Representative Dan Kristiansen and Senator Kirk Pearson all had a hand in its passage. The bill passed by the House June 28, 2013 with 81 Yeas, 11 Nays; in the Senate June 29, 2013 with 39 Yeas, 5 Nays; and signed into law July 3, 2013 by Governor Jay Inslee with an effective date of July 28, 2013.

Discussion: City has ordinance regarding the size of wheels that can be used on city streets; age requirements; licensed required; may want to reference the state law and list the roads that can be used; can be more restrictive than state law; limited damage to streets due to weight and size; goals is economic development to allow people to come into town from recreational areas; allow on streets with speed limit of 35 mph or less; funds available for signage; enforcement issues; allow use for short trips in town; use of vehicles in the parks.

Staff will prepare the ordinance allowing use on open roads of 35 mph or less.

PUBLIC COMMENTS

Jason Sherman: He has been paying attention to the ordinance and is excited about the comments and moving forward with the ordinance. There are many different uses for ORV's and most riders must travel outside the community to use. Most vehicles sit in garage and riding brings families together. This is a positive thing and he is glad to see it is here. Thanks for the time and efforts.

Ted Jackson: Sultan is not much different from those in the Gold Bar Nature Trails who have been using them for many years without incident. They are trying to create connectivity from Canada to the Columbia River and there is a route that can be used. Looking to create a total loop around the state. Other states generate a lot of money from ORV travel. The ordinance process is cumbersome for the entire state. Most of the large counties have done the legal review and are waiting to move forward. Will still be a battle with the conservationist and environmentalist.

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT

Councilmembers – thanks for coming.

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

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Carolyn Eslick, Mayor

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Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 2

DATE: November 7, 2013

SUBJECT: October 24, 2013 Public Hearing Minutes – Collective Gardens

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the October 24, 2013 Public Hearing Minutes on Collective Gardens as on file in the office of the City Clerk.

RECOMMENDED ACTION:
Approve as submitted

CITY OF SULTAN COUNCIL MEETING – October 24, 2013

PUBLIC HEARING:
Mayor Eslick called the Public Hearing on Ordinance 1177-13, Collective Gardens, to order. Councilmembers present: Slawson, George, Marshall, Neigel, Davenport-Smith, Blair and Beeler.

Staff:
The issue before the Council is to conduct a public hearing to gather input concerning adoption of a proposed amendment to Sultan Municipal Code Chapter 16.56.070, Medical Marijuana Collective Garden Restrictions, establishing limitations on the zones and locations, and development standards applicable to placement of collective gardens.

The Liquor Control Board has now proposed additional changes to the rules to combine medical and recreational marijuana together and may eliminate the use of collective gardens. The Council needs to have a hearing to consider the Planning Board recommendation prior to taking action on the ordinance.

The Planning Board recommends that the City Council adopt the attached Ordinance amending Sultan Municipal Code (SMC) 16.56 including such changes as the Council determines to be appropriate after considering public input at the public hearing.

Staff recommends that the City Council hold a public hearing on the Planning Board's recommended ordinance amendments.

RCW 69.51A.085 authorizes creation of collective gardens, but places no restrictions on where collective gardens may be located. Thus, under statutory law a collective garden can be located anywhere in a city. Medical marijuana collective garden restrictions need to be adopted as zoning provisions. If a local jurisdiction does not adopt provisions addressing restrictions specific to the community, as provided by RCW 69.51A.140 (1), then collective gardens are allowed anywhere in the city under the general standards prescribed in RCW 69.51A.

The Liquor Control Board's proposed rules may change the use of collective gardens.

Public Input
No public input was received.

On a motion by Councilmember Marshall, seconded by Councilmember Slawson, the public hearing was closed. All ayes.

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Carolyn Eslick, Mayor

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Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 3

DATE: November 7, 2013

SUBJECT: October 24, 2013 Public Hearing minutes – 2014 Tax Levy

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the minutes of the October 24, 2013 Public Hearing minutes on the 2014 Tax Levy as on file in the office of the City Clerk.

RECOMMENDED ACTION:
Approve as submitted

CITY OF SULTAN COUNCIL MEETING – October 24, 2013

PUBLIC HEARING:
Mayor Eslick called the Public Hearing on 2014 Tax Levy to order.
Councilmembers present: Slawson, George, Marshall, Neigel, Davenport-Smith, Blair and Beeler.

Staff:
The issue before the Council is to hold a public hearing on the proposed use of 2014 property taxes and to have the first reading of Ordinance 1175-13, which sets the property tax levy for the 2014.

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 City's estimated 2014 assessed value of $302,611,142 the amount to be collected is $1.81 per thousand of assessed property value, which is above the statutory limit for the city.

Ordinance 1175-13 sets the regular property tax levy for 2014 with the amount assessed for collection at $546,935. The actual amount the city will be able to collect in 2014 is $484,178. The difference will be added to the city's banked capacity. Banked capacity can be used in those years that the levy rate drops below $1.60 per thousand.

The proposed distribution of taxes for 2014 will be:

PROPERTY TAX	GENERAL FUND 001	STREET FUND 101	GO COM. CENTER FUND 203	Total Regular Property Tax	GO POLICE BOND FUND 205
	0.710780	**0.041320**	**0.247900**	**1.000000**	**100.00**
484,178	344,144	20,006	120,028	484,178	32,523

The City has seen a decline in assessed property values for four years, however, for 2014, the City will see a 3.7% increase in value. The assessed value has dropped from a high in 2009 of $477,161,966 to the current estimated value for 2014 of $302,611,142. State law allows the city to assess 101% of the prior year collection. Based on that formula the city would have been able to assess $684,531 for 2014 if the assessed values had remained the same or increased. Based on the statutory limit ($1.60/$1,000 assessed value) the City will collect $484,178.

Public Input
No public input was received.
Council Comments: City is not increasing taxes; may pay more based on the assessed value of a home; 14% of each dollar collected goes to the city; 68% goes to the schools.

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

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 4

DATE: November 7, 2013

SUBJECT: Voucher Approval

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:
Attached are the vouchers for approval in the amount of $122,797.94 and payroll through October 25, 2013, in the amount of $50,690.10 to be drawn and paid on the proper accounts.

FISCAL IMPACT: $173,488.04

RECOMMENDATION:
Approve the payment of vouchers as submitted.

City Of Sultan
Voucher Approval
November 7, 2013

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

_____
Laura J. Koenig, Clerk/Deputy Finance Director

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

Payroll Check #28610-611	$ 3,271.00
Direct Deposit #22	$ 27,282.26
Benefits Check #28606-609	$ 7,873.85
Tax Deposit #PR 21	$ 12,262.99
Accounts Payable Checks #28612-655	$ 113,009.60
ACH Transactions - DOR	$ 9,788.34
TOTAL	$ 173,488.04

_____
Kenneth Marshall, Councilmember

_____
Steve Slawson, Councilmember

_____
Kay George, Councilmember

_____
Sarah Davenport-Smith, Councilmember

_____
Joseph Neigel, Councilmember

_____
Kristina Blair, Councilmember

_____
Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 10/31/2013 - 1:33 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28612	11/07/2013	AdvTele	Advocate Telecom	190.05	0
28613	11/07/2013	AmTest	AM Test	55.00	0
28614	11/07/2013	AWWA	American Water Works Association	196.00	0
28615	11/07/2013	APP	Associated Petroleum Products Inc	1,127.36	0
28616	11/07/2013	Badget	Badger Meter Inc	1,020.80	0
28617	11/07/2013	JBarns	James Barns	250.00	0
28618	11/07/2013	EnvRes	Environmental Resource Associates	468.02	0
28619	11/07/2013	EvDC	Evergreen District Court	639.72	0
28620	11/07/2013	Frontier	Frontier	144.62	0
28621	11/07/2013	gbgeek	Gold Bar Geek	705.90	0
28622	11/07/2013	Gray	Gray & Osborne Inc.	6,866.42	0
28623	11/07/2013	hbjaeger	H.B. Jaeger	119.05	0
28624	11/07/2013	Hach	Hach Company	1,991.69	0
28625	11/07/2013	tjackson	Ted Jackson	251.42	0
28626	11/07/2013	lkoenig	Laura Koenig	167.81	0
28627	11/07/2013	Markley	Markley Electric	86.88	0
28628	11/07/2013	BMartin	Bob Martin	22.60	0
28629	11/07/2013	MMath	Mick Matheson	29.85	0
28630	11/07/2013	NatBar	National Barricade Co, LLC	1,586.92	0
28631	11/07/2013	NorthSta	Northstar Chemical, Inc.	438.02	0
28632	11/07/2013	NWCas	Northwest Cascade Inc	170.50	0
28633	11/07/2013	OASYS	Oasys Office Automation Systems	541.07	0
28634	11/07/2013	OfcDepot	Office Depot	686.34	0
28635	11/07/2013	Platt	Platt	598.73	0
28636	11/07/2013	Ponderos	Ponderosa Pacific, Inc.	52,380.16	0
28637	11/07/2013	QCL	QCL, Inc.	364.00	0
28638	11/07/2013	QBS	Quality Buisness Systems	13.29	0
28639	11/07/2013	Quiring	Quiring Monuments	5,049.90	0
28640	11/07/2013	RH2	RH2 Engineering, Inc.	4,849.79	0
28641	11/07/2013	ScienSup	Scientific Supply & Equipment	112.00	0
28642	11/07/2013	Sherwin	Sherwin-Williams	390.88	0
28643	11/07/2013	SChumsvc	Snohomish County Human Services	209.46	0
28644	11/07/2013	snoplan	Snohomish County Planning and Deve	1,197.00	0
28645	11/07/2013	SCproAty	Snohomish County Prosecuting Attorn	510.66	0
28646	11/07/2013	SulMat	Sultan Materials	130.32	0
28647	11/07/2013	TMG	TMG Services, Inc.	420.28	0
28648	11/07/2013	atrua	Aimee Lou Trua	1,700.00	0
28649	11/07/2013	BluBook	USA Blue Book	2,980.72	0
28650	11/07/2013	VerizonW	Verizon Wireless	576.83	0
28651	11/07/2013	visa	Visa	785.31	0
28652	11/07/2013	visa	Visa	389.63	0
28653	11/07/2013	visa	Visa	294.06	0
28654	11/07/2013	WADOT	WA State Department of Transportatio	51.68	0
28655	11/07/2013	WH	WH Pacific	22,248.86	0
			Check Total:	113,009.60	

				1,960.51
11/01/2013	0	001	Laura Koenig	1,413.22
11/01/2013	0	004	Donna Murphy	2,481.68
11/01/2013	0	005	Robert Martin	1,386.13
11/01/2013	0	007	Julie Addington	1,480.72
11/01/2013	0	010	Cindy Donk	1,091.03
11/01/2013	0	011	Janice Mann	1,164.80
11/01/2013	0	013	Rosemary Murphy	2,271.10
11/01/2013	0	015	Kenneth Walker	2,726.59
11/01/2013	0	019	Michael Matheson	1,951.21
11/01/2013	0	020	Connie Dunn	1,745.67
11/01/2013	0	025	John Harris	1,522.24
11/01/2013	0	028	Todd Strom	665.68
11/01/2013	0	049	Victoria Forte	461.75
11/01/2013	0	072	Carolyn Eslick	2,131.96
11/01/2013	0	120	Matthew Wood	1,730.51
11/01/2013	0	121	Jason Strauss	1,097.46
11/01/2013	0	122	Steven Martin	
		Total Employees: 17		Total: 27,282.26

PR22

Payroll

Computer Check Register

User: julie.addington
Printed: 10/29/2013 - 1:59PM
Batch: 00001-11-2013 Computer

Check No	Check Date	Employee Information		Amount
28610	11/01/2013	024	Michael Williams	1,931.26
28611	11/01/2013	029	James Barns	1,339.74
Total Number of Employees:	2		Total for Payroll Check Run:	3,271.00

Accounts Payable

Check Register Totals Only

User: laura.koenig
Printed: 10/25/2013 - 2:23 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28606	10/25/2013	Retire	Department of Retirement	1,100.00	0
28607	10/25/2013	Retire	Department of Retirement	6,044.95	0
28608	10/25/2013	UNION	Teamsters Local Union #763	617.00	0
28609	10/25/2013	AFLAC	AFLAC	111.90	0
			Check Total:	7,873.85	

Accounts Payable

Checks for Approval

User: laura.koenig
Printed: 10/31/2013 - 1:35 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
28606	10/25/2013	GENERAL FUND	Deferred Comp Payable	Department of Retirement		225.26
28606	10/25/2013	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement		8.97
28606	10/25/2013	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement		256.00
28606	10/25/2013	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement		345.51
28606	10/25/2013	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement		100.75
28606	10/25/2013	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement		81.25
28606	10/25/2013	CEMETERY FUND	Deferred Comp Payable	Department of Retirement		3.76
28606	10/25/2013	STREET FUND	Deferred Comp Payable	Department of Retirement		78.50
28607	10/25/2013	GENERAL FUND	PERS Payable	Department of Retirement		78.40
28607	10/25/2013	GENERAL FUND	PERS Payable	Department of Retirement		42.56
28607	10/25/2013	GENERAL FUND	PERS Payable	Department of Retirement		388.90
28607	10/25/2013	STREET FUND	PERS Payable	Department of Retirement		170.25
28607	10/25/2013	CEMETERY FUND	PERS Payable	Department of Retirement		19.86
28607	10/25/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement		24.53
28607	10/25/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement		552.66
28607	10/25/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement		476.42
28607	10/25/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement		259.15
28607	10/25/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement		170.93
28607	10/25/2013	GENERAL FUND	PERS Payable	Department of Retirement		728.01
28607	10/25/2013	STREET FUND	PERS Payable	Department of Retirement		318.65
28607	10/25/2013	CEMETERY FUND	PERS Payable	Department of Retirement		37.17
28607	10/25/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement		45.98
28607	10/25/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement		1,034.53
28607	10/25/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement		891.81
28607	10/25/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement		485.17
28607	10/25/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement		319.97
28608	10/25/2013	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763		48.07
28608	10/25/2013	STREET FUND	Union Dues Payable	Teamsters Local Union #763		15.30
28608	10/25/2013	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763		3.92
28608	10/25/2013	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763		2.39
28608	10/25/2013	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763		85.58
28608	10/25/2013	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763		79.14
28608	10/25/2013	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763		51.98
28608	10/25/2013	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763		22.12

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
28608	10/25/2013	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763		48.04
28608	10/25/2013	STREET FUND	Union Dues Payable	Teamsters Local Union #763		15.32
28608	10/25/2013	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763		3.92
28608	10/25/2013	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763		2.41
28608	10/25/2013	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763		85.57
28608	10/25/2013	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763		79.13
28608	10/25/2013	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763		51.99
28608	10/25/2013	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763		22.12
28609	10/25/2013	CEMETERY FUND	AFLAC Payable	AFLAC		0.06
28609	10/25/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC		5.92
28609	10/25/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC		8.00
28609	10/25/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC		0.07
28609	10/25/2013	CEMETERY FUND	AFLAC Payable	AFLAC		0.16
28609	10/25/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC		15.78
28609	10/25/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC		25.80
28609	10/25/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC		0.16
28609	10/25/2013	CEMETERY FUND	AFLAC Payable	AFLAC		0.04
28609	10/25/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC		5.94
28609	10/25/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC		8.00
28609	10/25/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC		0.07
28609	10/25/2013	CEMETERY FUND	AFLAC Payable	AFLAC		0.15
28609	10/25/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC		15.78
28609	10/25/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC		25.80
28609	10/25/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC		0.17
28612	11/07/2013	GENERAL FUND	Communication	Advocate Telecom		190.05
28613	11/07/2013	UTILITY SEWER FUND	Miscellaneous	AM Test		30.00
28613	11/07/2013	UTILITY WATER FUND	Water - Testing	AM Test		25.00
28614	11/07/2013	UTILITY WATER FUND	Miscellaneous	American Water Works Association		98.00
28614	11/07/2013	UTILITY SEWER FUND	Miscellaneous	American Water Works Association		98.00
28615	11/07/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		674.16
28615	11/07/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc		82.30
28615	11/07/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		310.02
28615	11/07/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		20.30
28615	11/07/2013	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc		20.29
28615	11/07/2013	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc		20.29
28616	11/07/2013	INFORMATION TECHNOLOGY FUNI	Repair and Maintenance	Badger Meter Inc		1,020.80
28617	11/07/2013	GENERAL FUND	Uniforms	James Barns		30.00
28617	11/07/2013	STREET FUND	Uniforms	James Barns		30.00
28617	11/07/2013	UTILITY WATER FUND	Uniforms	James Barns		30.00
28617	11/07/2013	UTILITY SEWER FUND	Uniforms	James Barns		30.00
28617	11/07/2013	UTILITY GARBAGE FUND	Uniforms	James Barns		100.00
28617	11/07/2013	STORMWATER UTILITY FUND	Uniforms	James Barns		30.00
28618	11/07/2013	UTILITY SEWER FUND	Sewer - Testing	Environmental Resource Associates		468.02
28619	11/07/2013	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court		639.72

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
28620	11/07/2013	UTILITY GARBAGE FUND	Communication	Frontier		16.21
28620	11/07/2013	GENERAL FUND	Communication	Frontier		12.70
28620	11/07/2013	STREET FUND	Communication	Frontier		12.69
28620	11/07/2013	UTILITY WATER FUND	Communication	Frontier		12.70
28620	11/07/2013	UTILITY SEWER FUND	Communication	Frontier		12.69
28620	11/07/2013	UTILITY GARBAGE FUND	Communication	Frontier		12.70
28620	11/07/2013	GENERAL FUND	Communication	Frontier		0.02
28620	11/07/2013	STREET FUND	Communication	Frontier		0.01
28620	11/07/2013	UTILITY WATER FUND	Communication	Frontier		0.02
28620	11/07/2013	UTILITY SEWER FUND	Communication	Frontier		0.01
28620	11/07/2013	UTILITY GARBAGE FUND	Communication	Frontier		0.02
28620	11/07/2013	GENERAL FUND	Communication	Frontier		16.21
28620	11/07/2013	STREET FUND	Communication	Frontier		16.21
28620	11/07/2013	UTILITY WATER FUND	Communication	Frontier		16.22
28620	11/07/2013	UTILITY SEWER FUND	Communication	Frontier		16.21
28621	11/07/2013	INFORMATION TECHNOLOGY FUNI	Professional Service	Gold Bar Geek		705.90
28622	11/07/2013	STREET IMPROVEMENT FUND	Alder Avenue Project	Gray & Osborne Inc.		6,866.42
28623	11/07/2013	UTILITY SEWER FUND	Repair and Maintenance	H.B. Jaeger		119.05
28624	11/07/2013	UTILITY SEWER FUND	Operating Supplies	Hach Company		1,900.70
28624	11/07/2013	UTILITY SEWER FUND	Operating Supplies	Hach Company		90.99
28625	11/07/2013	GENERAL FUND	Volunteer Program	Ted Jackson		251.42
28626	11/07/2013	GENERAL FUND	Travel and Seminars	Laura Koenig		167.81
28627	11/07/2013	UTILITY WATER FUND	Repair and Maintenance	Markley Electric		86.88
28628	11/07/2013	GENERAL FUND	Travel and Seminars	Bob Martin		22.60
28629	11/07/2013	UTILITY WATER FUND	Travel and Seminars	Mick Matheson		29.85
28630	11/07/2013	STREET IMPROVEMENT FUND	Hwy 2 Roundabout Project	National Barricade Co, LLC		1,586.92
28631	11/07/2013	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.		438.02
28632	11/07/2013	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc		170.50
28633	11/07/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems		5.50
28633	11/07/2013	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems		5.50
28633	11/07/2013	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems		5.50
28633	11/07/2013	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems		5.50
28633	11/07/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems		5.50
28633	11/07/2013	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems		5.50
28633	11/07/2013	GENERAL FUND	Miscellaneous	Oasys Office Automation Systems		465.22
28633	11/07/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems		7.14
28633	11/07/2013	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems		7.15
28633	11/07/2013	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems		7.14
28633	11/07/2013	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems		7.14
28633	11/07/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems		7.14
28633	11/07/2013	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems		7.14
28634	11/07/2013	UTILITY WATER FUND	Operating Supply	Office Depot		39.68
28634	11/07/2013	UTILITY SEWER FUND	Operating Supplies	Office Depot		39.68
28634	11/07/2013	UTILITY GARBAGE FUND	Operating Supplies	Office Depot		39.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
28634	11/07/2013	UTILITY WATER FUND	Office Supplies	Office Depot		38.07
28634	11/07/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		38.06
28634	11/07/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		38.07
28634	11/07/2013	STREET FUND	Office Supplies	Office Depot		38.06
28634	11/07/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		152.26
28634	11/07/2013	UTILITY WATER FUND	Small Tools/Minor Equipment	Office Depot		59.18
28634	11/07/2013	UTILITY WATER FUND	Office Supplies	Office Depot		21.72
28634	11/07/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		21.72
28634	11/07/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		21.72
28634	11/07/2013	STREET FUND	Office Supplies	Office Depot		21.72
28634	11/07/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		86.88
28634	11/07/2013	UTILITY WATER FUND	Office Supplies	Office Depot		3.73
28634	11/07/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		3.73
28634	11/07/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		3.73
28634	11/07/2013	STREET FUND	Office Supplies	Office Depot		3.73
28634	11/07/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		14.92
28635	11/07/2013	BUILDING MAINTENANCE FUND	Operating Supply	Platt		381.64
28635	11/07/2013	UTILITY SEWER FUND	Repair and Maintenance	Platt		217.09
28636	11/07/2013	WATER SYSTEM IMPROVEMENT FU	Construction - Water	Ponderosa Pacific, Inc.		52,380.16
28637	11/07/2013	UTILITY GARBAGE FUND	Miscellaneous	QCL, Inc.		100.00
28637	11/07/2013	UTILITY SEWER FUND	Miscellaneous	QCL, Inc.		100.00
28637	11/07/2013	UTILITY WATER FUND	Miscellaneous	QCL, Inc.		100.00
28637	11/07/2013	STREET FUND	Miscellaneous	QCL, Inc.		64.00
28638	11/07/2013	GENERAL FUND	Office/Operating Supplies	Quality Buisness Systems		2.66
28638	11/07/2013	STREET FUND	Office Supplies	Quality Buisness Systems		2.66
28638	11/07/2013	UTILITY WATER FUND	Office Supplies	Quality Buisness Systems		2.65
28638	11/07/2013	UTILITY SEWER FUND	Office Supplies	Quality Buisness Systems		2.66
28638	11/07/2013	UTILITY GARBAGE FUND	Office Supplies	Quality Buisness Systems		2.66
28639	11/07/2013	STREET IMPROVEMENT FUND	Hwy 2 Roundabout Project	Quiring Monuments		5,049.90
28640	11/07/2013	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.		2,424.90
28640	11/07/2013	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.		2,424.89
28641	11/07/2013	UTILITY SEWER FUND	Operating Supplies	Scientific Supply & Equipment		112.00
28642	11/07/2013	UTILITY SEWER FUND	Repair and Maintenance	Sherwin-Williams		390.88
28643	11/07/2013	GENERAL FUND	Intergovernmental	Snohomish County Human Services		209.46
28644	11/07/2013	GENERAL FUND	SnoCty Plan/Building Service	Snohomish County Planning and Development Serv		810.00
28644	11/07/2013	GENERAL FUND	SnoCty Plan/Building Service	Snohomish County Planning and Development Serv		387.00
28645	11/07/2013	GENERAL FUND	Professional Services - Prosec	Snohomish County Prosecuting Attorney		510.66
28646	11/07/2013	UTILITY WATER FUND	Operating Supply	Sultan Materials		130.32
28647	11/07/2013	UTILITY SEWER FUND	Operating Supplies	TMG Services, Inc.		420.28
28648	11/07/2013	GENERAL FUND	Professional Services - Prosec	Aimee Lou Trua		1,700.00
28649	11/07/2013	UTILITY WATER FUND	Small Tools/Minor Equipment	USA Blue Book		2,980.72
28650	11/07/2013	STREET FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless		10.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		10.98
28650	11/07/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	STREET FUND	Communication	Verizon Wireless		10.98
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		36.99
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		54.87
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		36.99
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		54.87
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		36.99
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		36.99
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless		4.47
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		10.98
28650	11/07/2013	STREET FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless		4.47
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	STREET FUND	Communication	Verizon Wireless		4.48
28650	11/07/2013	GENERAL FUND	Office/Operating Supplies	Verizon Wireless		54.87
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		10.98
28650	11/07/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	STREET FUND	Communication	Verizon Wireless		10.98
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	UTILITY WATER FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	UTILITY SEWER FUND	Communication	Verizon Wireless		10.98
28650	11/07/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless		10.97
28650	11/07/2013	GENERAL FUND	Communication	Verizon Wireless		10.98
28650	11/07/2013	STREET FUND	Communication	Verizon Wireless		10.97
28651	11/07/2013	UTILITY SEWER FUND	Travel and Seminars	Visa		81.41
28651	11/07/2013	STORMWATER UTILITY FUND	Travel and Seminars	Visa		81.42
28651	11/07/2013	UTILITY WATER FUND	Travel and Seminars	Visa		81.41
28651	11/07/2013	UTILITY WATER FUND	Miscellaneous	Visa		2.00
28651	11/07/2013	UTILITY SEWER FUND	Miscellaneous	Visa		2.00
28651	11/07/2013	UTILITY GARBAGE FUND	Miscellaneous	Visa		2.00
28651	11/07/2013	UTILITY WATER FUND	Travel and Seminars	Visa		158.33
28651	11/07/2013	UTILITY SEWER FUND	Travel and Seminars	Visa		158.33
28651	11/07/2013	STORMWATER UTILITY FUND	Travel and Seminars	Visa		158.34
28651	11/07/2013	UTILITY WATER FUND	Travel and Seminars	Visa		20.02

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
28651	11/07/2013	UTILITY SEWER FUND	Travel and Seminars	Visa		20.02
28651	11/07/2013	STORMWATER UTILITY FUND	Travel and Seminars	Visa		20.03
28652	11/07/2013	GENERAL FUND	Travel and Seminars	Visa		55.55
28652	11/07/2013	GENERAL FUND	Travel and Seminars	Visa		28.71
28652	11/07/2013	GENERAL FUND	Travel and Seminars	Visa		30.00
28652	11/07/2013	GENERAL FUND	Travel and Seminars	Visa		21.83
28652	11/07/2013	GENERAL FUND	Travel and Seminars	Visa		253.54
28653	11/07/2013	GENERAL FUND	Travel and Seminars	Visa		13.84
28653	11/07/2013	GENERAL FUND	Travel and Seminars	Visa		280.22
28654	11/07/2013	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WA State Department of Transportation		51.68
28655	11/07/2013	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific		21,623.50
28655	11/07/2013	TIMBER RIDGE SETTLEMENT FUNI	Professional - Legal	WH Pacific		625.36
				Report Total:		120,883.45

CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C-5

DATE: November 7, 2013

SUBJECT: Ordinance 1175-13 - Setting the tax levy for the 2014 Property Taxes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue before the Council is to adopt Ordinance 1175-13 (Attachment A) which sets the property tax levy for the 2014.

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. A public hearing on the proposed use of 2014 property taxes was held on October 24, 2013.

The ordinance must be adopted and filed with the County on or before November 30th.

Based on the City's estimated 2014 assessed value of $302,611,142 the amount to be collected is $1.81 per thousand of assessed property value which is above 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	$1.60

Ordinance 1175-13 sets the regular property tax levy for 2014 with the amount to be assessed for collection at $546,935. The actual amount the city will be able to collect in 2014 is $484,178. The difference will be added to the city's banked capacity. Banked capacity can be used in those years that the levy rate drops below $1.60 per thousand.

The proposed distribution of taxes for 2014 will be:

PROPERTY TAX	GENERAL FUND 001	STREET FUND 101	GO COM. CENTER FUND 203	Total Regular Property Tax	GO POLICE BOND FUND 205
	0.710780	**0.041320**	**0.247900**	**1.000000**	**100.00**
484,178	344,144	20,006	120,028	484,178	32,523

The City has seen a decline in assessed property values for four years, however, for 2014, the City will see a 3.7% increase in value. The assessed value has dropped from a high in 2009 of $477,161,966 to the current estimated value for 2014 of $302,611,142. The following chart shows a history of the assessed values and tax collections:

Year	Levied	Assessed Value	Levy Rate	
2004	544,819	227,065,165	2.3994	
2005	565,779	283,484,499	1.9958	
2006	589,023	328,540,734	1.7928	
2007	630,850	401,869,602	1.5698	
2008	642,888	458,888,991	1.4010	
2009	659,624	477,161,966	1.3824	
2010	677,079	436,601,545	1.5508	
2011	634,666	385,279,747	1.6473	
2012	637,429	334,868,575	1.9035	
2013	684,251	290,655,964	2.3542	
2014	683,850	302,611,142	2.2598	Calculated levy
2014	**484,178**	**302,611,142**	**1.6000**	Maximum allowed

The financial impact of the declining assessed value is a decrease in the amount of property tax revenues that may be collected by the city.

State law allows the city to assess 101% of the prior year collection. Based on that formula the city would have been able to assess $684,531 for 2014 if the assessed values had remained the same or increased. Based on the statutory limit ($1.60/$1,000 assessed value) the City will collect $484,178.

STAFF RECOMMENDATION

Adoption of Ordinance 1175-13 setting the 2014 property tax levy.

Attachments: A. Ordinance 1175-13

ATTACHMENT A

CITY OF SULTAN
SULTAN WASHINGTON
ORDINANCE 1175-13

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 2014

WHEREAS, the City of Sultan has met and considered its budget for the calendar year 2014; 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 $546,935, 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 that the regular property tax levy is hereby authorized for the 2014 levy in amount of $546,935 which is a percentage increase of 1% 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.

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.

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

REGULARLY ADOPTED this day of 7th day of November, 2013.

_____
Carolyn Eslick, Mayor

Attest:

_____
Laura J. Koenig, City Clerk

Approved as to form:

_____
Ann Marie Soto, City Attorney

Published:

CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 6

DATE: November 7, 2013

SUBJECT: Adoption of Ordinance 1176-12 setting the tax levy for 2014 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 1176-12 (Attachment A) which sets the 2014 tax levy for the 2004 General Obligation Police Bond. The amount of the levy for 2013 is $32,523.

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 to make 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.

Revenues: $32,523 - tax levy on real property
Expenses: $32,523 - bond principal and interest

203 POLICE GO BOND FUND

Account	REVENUES Description	2011 Actual	2012 Actual	2013 Adopted	2,014 Requested
308-80-000	Beginning Fund Balance	24,763	25,909	0	0
311-10-000	Property Tax	30,948	25,877	33,353	32,523
361-11-000	Investment Interest	37	107	305	305
	REVENUES TOTALS:	**55,749**	**51,894**	**33,658**	**32,828**

Account	EXPENDITURES Description	2011 Actual	2012 Actual	2013 Adopted	2,014 Requested
514-20-410	Professional Services	302	302	305	305
591-21-700	Bond Payment - Principal	15,000	15,000	20,000	20,000
592-21-800	Bond Payment - Interest	14,538	13,960	13,353	12,523
	EXPENDITURES TOTALS:	**29,839**	**29,262**	**33,658**	**32,828**
508-80-000	Ending Fund Balance	25,909	22,632	0	0

STAFF RECOMMENDATION
Move to adopt Ordinance 1176-13, setting the 2014 Tax Levy for the General Obligation Police bond.

Attachments: A. Ordinance 1176-13

ATTACHMENT A

CITY OF SULTAN
SULTAN WASHINGTON

ORDINANCE 1176-13

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 2014

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 2014 for a total of Thirty two thousand five hundred twenty three dollars and 00/100 ($32,523) 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 7th day of November 2013.

_____
Carolyn Eslick, Mayor

Attest:

_____
Laura J. Koenig, City Clerk

Approved as to form:

_____
Ann Marie Soto, City Attorney

Published:

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Action A 1

DATE: November 7, 2013

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

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:
The issue before the City Council is to consider:

1) Wage Proposal from Non-represented employees
2) Ordinance 1178-13 – 2014 Salary Schedule

RCW 35A.33.050 (Attachment C) requires that salary ranges for various positions in the City be made a part of the annual budget document adopted with the annual budget. Ordinance No. 1178-13 fulfills this requirement.

STAFF RECOMMENDATION:
Approval the 2014 wage proposal from non-represented employees and introduce Ordinance No. 1178-13 Salary Schedule for a first reading.

SUMMARY:
The City Council has the authority to set pay and benefits. As a part of the annual budget process, the City Council must adopt a salary and compensation ordinance for 2014 to establish pay levels for all employees. Salary levels for represented (union) employees are established during contract negotiations. Salary levels for non-represented employees are set by the City Council annually during the budget process.

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

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

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

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

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

ALTERNATIVES

1. Move to introduce Ordinance No. 1178-13 Salary Schedule for a first reading and pass on to a second reading.

   This alternative implies that the Council is prepared to adopt the salary ordinance at second reading scheduled for November 21, 2013.

2. Do not move introduce Ordinance No. 1178-13 Salary Schedule for a first reading.

   This alternative implies that the Council has questions or concerns regarding the salary ordinance. The City Council may direct staff to make changes to the salary ordinance prior to second reading scheduled for November 21, 2013.

RECOMMENDATION:
Introduce Ordinance 1178-13 setting the 2014 Salary Schedule for a first reading.

ATTACHMENTS: A Salary Ordinance No. 1178-13
B RCW 35A.33.050

2014 SALARY/BENEFIT DISTRIBUTION

FOR BUDGET PURPOSES ONLY

Deferred Comp Only

% Increase 0.0000 Non Union

CLASSIFICATION	2013	2014	2014 Monthly	2014 ANNUAL	Deferred Comp	RETIRE 0.0921	FICA 0.0765	SDI 0.1487 1.0409	EMP SEC 0.0300	MEDICAL INS	TOTAL BENEFITS	TOTAL Salary/Benefits
CITY ADMINISTRATOR	50.21	50.21	8703.07	104436.80	1200.00	9618.63	7989.42	309.19	3133.10	16478.00	38728.34	143165.14
CITY CLERK/DEP. FIN.	36.87	36.87	6390.80	76689.60	1200.00	7063.11	5866.75	309.19	2300.69	16478.00	33217.75	109907.35
COM DEV DIR (1664 hrs)	45.78	45.78	6348.16	76177.92	1200.00	7015.99	5827.61	247.35	2285.34	16478.00	33054.29	109232.21
GRANT ADMIN. (1872 hours)	29.07	29.07	4534.92	54419.04	1200.00	5011.99	4163.06	278.27	1632.57	8494.00	20779.89	75198.93
PUBLIC WORKS DIR	45.78	45.78	7935.20	95222.40	1200.00	8769.98	7284.51	2165.07	2856.67	8494.00	30770.24	125992.64
FIELD/WWTP SUPERVISOR	35.89	35.89	6220.93	74651.20	1200.00	6875.38	5710.82	2165.07	2239.54	8494.00	26684.80	101336.00
TOTAL PAYROLL	$243.60	$243.60	$40,133.08	$481,596.96	$7,200.00	$44,355.08	$36,842.17	$5,474.15	$14,447.91	$74,916.00	$183,235.31	$664,832.27

2014 SALARY/BENEFIT DISTRIBUTION

COLA Only

% Increase 0.0250 Non Union

CLASSIFICATION	2013	2014	2014 Monthly	2014 ANNUAL	Deferred Comp	RETIRE 0.0921	FICA 0.0765	SDI 0.1487 1.0409	EMP SEC 0.0300	MED/DENT	TOTAL BENEFITS	TOTAL Salary/Benefits
CITY ADMINISTRATOR	50.21	51.47	8920.64	107047.72	0.00	9859.10	8189.15	309.19	3211.43	16478.00	38046.87	145094.59
CITY CLERK/DEP. FIN.	36.87	37.79	6550.57	78606.84	0.00	7239.69	6013.42	309.19	2358.21	16478.00	32398.51	111005.35
COM DEV DIR (1664 hrs)	45.78	46.92	6506.86	78082.37	0.00	7191.39	5973.30	247.35	2342.47	16478.00	32232.51	110314.88
GRANT ADMIN. (1872 hours)	29.07	29.80	4648.29	55779.52	0.00	5137.29	4267.13	278.27	1673.39	8494.00	19850.08	75629.60
PUBLIC WORKS DIR	45.78	46.92	8133.58	97602.96	0.00	8989.23	7466.63	2165.07	2928.09	8494.00	30043.02	127645.98
FIELD/WWTP SUPERVISOR	35.89	36.79	6376.46	76517.48	0.00	7047.26	5853.59	2165.07	2295.52	8494.00	25855.44	102372.92
TOTAL PAYROLL	$243.60	$249.69	$41,136.41	$493,636.88	$0.00	$45,463.96	$37,763.22	$5,474.15	$14,809.11	$74,916.00	$178,426.44	$672,063.32

ATTACHMENT A

CITY OF SULTAN
ORDINANCE NO. 1178-13

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

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

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

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

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

Table 2 –Salary Schedule

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

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

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

Section 4 Effective Date of Increase: The amendments to the annual salaries provided for in this ordinance shall become effective with the first pay period for 2014 wages. Deferred Comp payments shall become effective with the first pay period for 2014 wages.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this day of November, 2013.

_____
Carolyn Eslick, Mayor

ATTEST:

_____
Laura J. Koenig, City Clerk

Approved as to form:

_____
Ann Marie Soto, City Attorney

Exhibit A

Public Works 2014 Wages CPI Adjustment 2.50%

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

Attachment B

RCW 35A.33.050
Proposed preliminary budget.

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

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

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

[1967 ex.s. c 119 § 35A.33.050.]

CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Action A 2

DATE: November 7, 2013

SUBJECT: Resolution 13-06 - Salary/Benefit Allocation to Funds

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

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

STAFF RECOMMENDATION
Staff recommends the adoption of Resolution 13-06 to allocate wages and benefits to the appropriate funds for the 2014 Budget.

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

1. During the annual budget process a review of staffing requirements will be completed by the Department Heads. Staff will review the current job responsibilities, the proposed work program for the next year and the adopted cost allocation plan to determine the appropriate fund to charge for the salaries and benefits. Staff time must be appropriated to the fund for which the employee performs the work. Allocation of Council time will be based on agenda items.

2. Mid-year, staff will review the work program and the amount of time each staff member is working in the departments and funds.

3. At the end of the year, a final review of work programs and actual hours worked for each fund will be completed and budget adjustments will be made if required.

The 2014 allocation for wages and benefits is based on actual hours worked in the various funds through September 2013 and the proposed work program for 2014.

In 2013, staff worked on several street projects (Sultan Basin Road intersection and overlay projects, design work on Alder, High and 4th). In 2014, staff time will be spent on water, sewer and stormwater projects and funding potentials.

For 2014, there are no major changes for salaries and benefits allocation. The reduction in wages and benefits will occur due to staff reductions:

1. The Planning Department Community Development director position hours will be reduced from 90% to 80%.
2. The Permit Assistance's time has been reduced to a 15% allocation in the Building Department due to the lack of permit activity.
3. The Grant Coordinator's hours will remain at the 90% level.
4. The position of Deputy City Clerk will provide administrative assistance to the City Administrator, provide web page maintenance and records management.

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

	FTE's
General Fund	4.76
Street Fund	1.20
Cemetery Fund	0.20
Water Fund	4.58
Sewer Fund	3.76
Garbage Fund	2.98
Stormwater Fund	1.34
Building Fund	0.20
Total FTE's	19.00

ALTERNATIVES:

1. Adopt Resolution 13-06 to allocate wages/benefits to the appropriate funds.
2. Amend the allocations proposed by staff. Direct staff to make the changes prior to adopting the budget.
3. Do not adopt Resolution 13-06. The allocation will be included in the adopted budget however there will be no formal policy of the Council as recommended by the State Auditor.

RECOMMENDATION:

Move to adopt Resolution 13-06 allocating salaries and benefits for 2014 to the appropriate fund budgets.

Attachments: A. Resolution 13-06, Allocation of Wages/Benefits

ATTACHMENT A

CITY OF SULTAN
SULTAN WASHINGTON
RESOLUTION 13-06

A RESOLUTION PROVIDING FOR THE ALLOCATION OF WAGES AND BENEFITS FOR PAYROLL PURPOSES FOR THE 2013 FISCAL YEAR.

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

WHEREAS, staff has reviewed the current job responsibilities of the employees and the proposed work programs for 2014 and;

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

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

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

1. During the annual budget process a review of staffing requirements will be completed by the Department Heads. Staff will review the current job responsibilities, the proposed work program for the next year and the adopted cost allocation plan to determine the appropriate fund to charge for the salaries and benefits. Staff time must be appropriated to the fund for which the employee performs the work. Allocation of Council time will be based on agenda items.

2. Mid-year, staff will the work program and the amount of time each staff member is working in the departments and funds.

3. At the end of the year, a final review of work programs and actual hours worked for each fund will be completed and budget adjustments will be made if required.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 7TH DAY OF NOVEMBER, 2012.

CITY OF SULTAN
Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:
Laura Koenig, City Clerk
Approved as to form:
Ann Marie Soto, City Attorney

SALARY AND BENEFIT DISTRIBUTION FOR 2014

Percentage Distribution by Fund

ENTERPRISE AND CAPITAL FUNDS		PARKS	STREET	CEMETERY	UTILITY WATER	UTILITY SEWER	GARBAGE	STORM WATER	BLDG MAINT	TOTAL
CLASSIFICATION	FTE's	001	101	103	400	401	402	406	113	DIST.
MAYOR/COUNCIL (7)	0.00		0.17		0.14	0.13	0.13	0.13		0.70
ADMINISTRATOR	0.00	0.050	0.030	0.000	0.190	0.180	0.110	0.090	0.010	0.660
CITY CLERK/DEP FIN	0.00		0.110	0.010	0.140	0.130	0.070	0.080	0.010	0.550
UTILITY CLERK	1.00				0.250	0.180	0.230	0.240		0.90
PERMIT TECH	0.00		0.000		0.240	0.170	0.220	0.220		0.850
GRANT ADMIN.	1.00	0.140	0.140		0.100	0.100	0.040	0.030	0.050	0.600
ADMIN. ASSIT/UT	1.00	0.020	0.050	0.045	0.280	0.160	0.245	0.170	0.000	0.97
UTILITY CLERK	1.00		0.120		0.180	0.180	0.180	0.011		0.67
PUBLIC WORKS DIR	1.00	0.020	0.130	0.000	0.315	0.290	0.060	0.175	0.010	1.00
FIELD/WWTP SUPERVISOR	1.00	0.090	0.100	0.020	0.400	0.160	0.110	0.050	0.070	1.00
WWTP OPERATOR	1.00					1.000				1.00
WATER SYSTEM MANAGER	1.00	0.000	0.020	0.005	0.970	0.005		0.000		1.00
WATER PLANT OPERATOR	1.00	0.005	0.010	0.005	0.970	0.005	0.005			1.00
UTILITY WORKER	1.00	0.140	0.090	0.010	0.020	0.050	0.580	0.100	0.010	1.00
WWTP OPERATOR	1.00					1.000				1.00
UTILITY WORKER	1.00	0.070	0.060	0.050	0.280	0.000	0.500	0.020	0.020	1.00
UTILITY WORKER	1.00	0.180	0.150	0.050	0.080	0.000	0.500	0.020	0.020	1.00
COMMUNITY DEV DIR	0.00		0.020		0.020	0.020				0.06
PT SUMMER WORKERS	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00
Sub Total FTE's	13.00	0.72	1.20	0.195	4.58	3.76	2.98	1.34	0.20	14.96

GENERAL FUND		FINANCE	GRANTS	COUNCIL	EXEC	LEGAL	LAW	CODE	PLAN	BUILDING	TOTAL
CLASSIFICATION	FTE's	514	514	511	513	515	521	539	559	560	
ADMINISTRATOR	1.00				0.340						0.34
CITY CLERK/DEP FIN	1.00	0.400				0.05					0.45
GRANTS	0.00		0.400								0.40
UTILITY CLERK	0.00	0.10									0.10
UTILITY CLERK	0.00	0.05			0.23		0.05				0.33
PW ADMIN ASST	0.00	0.015		0.015							0.03
COMMUNITY DEV DIR	1.00								0.90	0.04	0.94
PERMIT TECH	1.00								0.00	0.15	0.15
ANIMAL CONTROL	1.00							1.00			1.00
MAYOR/COUNCIL (7)	1.00			0.30							0.30
Sub Total FTE's	6.00	0.565	0.40	0.315	0.57	0.05	0.05	1.00	0.90	0.19	4.04

FTE = Full time equivalent employee

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-3

DATE: November 7, 2013

SUBJECT: RH2 Engineering, Inc. Professional Services Contract

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

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

STAFF RECOMMENDATION:
Authorize the Mayor to sign a contract with RH2 to provide professional engineering services in the amount not to exceed $11,000 without prior written authorization by the City Council to identify and design improvements necessary to the existing Everett intertie flow control valve system to automate valve operation in the event of a pressure reduction in the 632 zone.

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

RH2 has prepared a Scope of Work which is included in Attachment A-1 (Agreement for Services) which outlines their approach and deliverables. The project involves performing a site visit, determining the specific improvements necessary, summarizing the results, and preparing construction drawings.

City staff contacted Municipal Research and Services Center of Washington (MRSC) to receive guidance on consultant selection. Consultants that provide professional services (e.g. engineers and architects) for public works projects must be selected based on their qualifications. After a consultant is selected, a contract is negotiated as required under RCW 39.80.050.

The MRSC maintains a roster of consulting engineering firms on their website. Each firm on the roster lists their qualifications. For a project of this size and scope, MRSC recommended reviewing the qualifications of three consulting firms listed on the MRSC roster and making a consultant selection based on specific criteria for this project. Staff reviewed the qualifications of three firms (RH2, Brown and Caldwell, and Gray & Osborne) and developed selection criteria for this analysis. RH2 was selected as the most qualified consultant based on the selection criteria. Attachment A-2 (Memorandum dated 9/17/2013) summarizes the selection procedure.

FISCAL IMPACT:
The project is budgeted for 2014 with an operating transfer out to the Water Capital Improvement Fund 409 for $11,000.

ALTERNATIVES:

1. Authorize the Mayor to sign a contract with RH2 to provide professional engineering services in the amount not to exceed $11,000 without prior written authorization by the City Council to identify and design improvements necessary to the existing Everett intertie flow control valve system to automate valve operation in the event of a pressure reduction in the 632 zone.

2. Do not authorize the Mayor to sign a contract with RH2 and direct staff to areas of concern.

RECOMMENDED ACTION:
Authorize the Mayor to sign a contract with RH2 to provide professional engineering services in the amount not to exceed $11,000 without prior written authorization by the City Council to identify and design improvements necessary to the existing Everett intertie flow control valve system to automate valve operation in the event of a pressure reduction in the 632 zone.

ATTACHMENTS:
Attachment A-1: Agreement for Services
Attachment A-2: Memorandum dated 9/17/2012 regarding consultant selection

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SULTAN AND RH2 Engineering, Inc.

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and RH2 Engineering, Inc. (hereinafter referred to as "Service Provider"), doing business at 22722 29th Drive SE, Suite 210, Bothell, WA 98021.

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

WHEREAS, the City desires to contract with Service Provider for the provision of such services for the Everett Intertie Flow Control Valve Improvements, and Service Provider agrees to contract with the City for same;

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

TERMS

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

2. **Payment**.

   A. The City shall pay Service Provider at the hourly rate set forth in Exhibit C, but not more than a total of eleven thousand dollars ($11,0000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

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

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

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

4. **Project Name**. Everett Intertie Flow Control Valve Improvements

5. **Duration of Work**. Service Provider shall complete the work described in Exhibit A on or before September 1, 2014.

6. **Termination**.

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

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

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

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

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

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

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

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

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

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

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

      4. *Professional Liability* insurance appropriate to the Contractor's profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 7th day of November, 2013

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

_____
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360.793.2231
Fax: 360.793.3344

SERVICE PROVIDER CONTACT

_____
_____
_____
_____
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

EXHIBIT A
SCOPE OF WORK
City of Sultan
Everett Intertie Flow Control Valve Improvements
Professional Engineering Services

October 2013

BACKGROUND

The City of Sultan's (City) 632 Zone Booster Pump Station (BPS) Evaluation project began in April 2013 to identify the following improvements: 1) replace the existing generator, as its capacity is not adequate to fully operate the facility during a power outage; 2) install variable frequency drives (VFD) to enable the pumps to match demands; and 3) evaluate the hydraulic grade of the pressure zone to maintain suitable service pressures.

RH2's preliminary 632 Zone BPS Evaluation findings concluded that the existing pumps are not capable of meeting either the domestic or fire flow demand conditions throughout the 632 and 447 Zones. The City's supplemental supply source, an intertie with the City of Everett, can be manually opened to directly supply the 632 Zone in the event that additional supply is needed in the 632 or 447 Zones. With the preliminary report identifying pumping deficiencies, the City requested that RH2 evaluate the intertie and identify improvements that may be necessary to the existing Everett intertie flow control system to allow the intertie to open automatically in the event that the existing 632 Zone BPS cannot provide adequate pressures during peak hour demand or fire flow conditions.

Task 1 – Everett Intertie Flow Control Valve Improvements

Objective: Identify improvements necessary to the existing Everett intertie flow control valve system to automate valve operation in the event of a pressure reduction in the 632 Zone.

Approach:

1.1 Prepare a Professional Engineer stamped letter report identifying the improvements necessary to automate the control of the Everett intertie flow control valve in the event of a pressure reduction in the 632 Zone. The letter will include the following sections:

- Recommended improvements to automate the control of the Everett intertie, likely including installation of a pressure reducing valve.
- Identify one (1) improvement alternative for consideration by the City.
- Recommended set point of the proposed pressure reducing valve, and open/closed status of other existing and proposed valves.
- Schematic of the proposed improvement alternatives.
- Construction cost estimate for the recommended improvement alternative, assuming City crews were to complete construction.

1.2 Meet with City to discuss the recommended improvements and the recommended improvement alternative. Perform site visit to determine if the proposed improvements are suitable based on the existing on-site utilities.

8

1.3 Develop 90-percent proposed site and vault detail plans, electrical plans, and telemetry plans for the recommended improvements.

1.4 Revise plans per City comment and finalize plans for construction.

Assumptions: *It is assumed that the City will perform the construction for the recommended improvements. Therefore, no contract documents, specifications, or services during bidding or construction will be provided by RH2 under this contract. Should the City choose to publicly bid this project and have RH2 assist with these services, they can be provided through a contract amendment.*

Provided by City:

- AutoCAD file(s) of the City's 2003 *Pipe Modifications at Water Treatment Plant* project record drawings prepared by Berryman and Henigar. *RH2 will use the AutoCAD file(s) of the City's 2003 Pipe Modifications at Water Treatment Plant project record drawings as the basis for the proposed improvements. A survey will not be completed.*
- Attendance at one (1) meeting to discuss the letter report and the proposed improvements, and to provide access to all necessary facilities during the Subtask 1.2 site visit.
- Review of 90-percent plans with comments and markups provided electronically.

RH2 Deliverables:

- Professional Engineer stamped letter report recommending the improvements necessary to automate the control of the Everett intertie.
- Attendance at one (1) meeting to discuss the proposed improvements.
- Two (2) half-size copies and a PDF file of the 90-percent design plans for City review.
- Two (2) full-size copies, four (4) half-size copies, and a PDF file of the final design plans for construction.

EXHIBIT B

City of Sultan

Everett Flow Control Valve Improvements

Estimate of Time and Expense

	Description / Classification	Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Task 1	Everett Intertie Flow Control Valve Improvements					
	Subtotal	68	$ 9,927	$ -	$ 1,073	$ 11,000
	PROJECT TOTAL	68	$ 9,927	$ -	$ 1,073	$ 11,000

EXHIBIT C
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

2012 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	$199.00	Technician	IV	$127.00
Professional	VIII	$199.00	Technician	III	$119.00
Professional	VII	$191.00	Technician	II	$88.00
			Technician	I	$83.00
Professional	VI	$177.00			
Professional	V	$168.00	Administrative	V	$118.00
Professional	IV	$158.00	Administrative	IV	$98.00
			Administrative	III	$84.00
Professional	III	$148.00	Administrative	II	$68.00
Professional	II	$137.00	Administrative	I	$57.00
Professional	I	$125.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	$0.09	CAD Plots	Large	$25.00
In-house copies (each)	8.5" X 14"	$0.14	CAD Plots	Full Size	$10.00
In-house copies (each)	11" X 17"	$0.20	CAD Plots	Half Size	$2.50
In-house copies (color) (each)	8.5" X 11"	$0.90	CAD System	Per Hour	$27.50
In-house copies (color) (each)	8.5" X 14"	$1.20	GIS System	Per Hour	$27.50
In-house copies (color) (each)	11 X 17"	$2.00	Technology Charge		2.5% of Direct Labor
			Mileage		Current IRS Rate

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

Public Works

Memo

To: File

From: Mick Matheson, P.E. Public Works Director

Date: 9/17/2013

Re: City of Sultan Everett Intertie Flow Control Valve Improvements Design Consultant Selection

---

I spoke with John Carpita with MRSC regarding the consultant selection process for a small project.

Mr. Carpita stated that I could review the qualifications of three firms listed on the MRSC roster and make a determination of who was best qualified for this project based on specific selection criteria. The next step would be to solicit a scope and fee from the selected consultant.

I selected three engineering firms for this project based on their past experience with work in Sultan and my interactions with these firms during my tenure in Sultan.

The three firms selected were:

1. Gray & Osborne
2. RH2 Engineering
3. Brown and Caldwell

Selection criteria were developed and are outlined below. Each firm was rated on a scale of 5 (excellent) to 1 (poor) based on review of each firm's qualifications and my personal knowledge of each firm's history in working with Sultan.

	Gray & Osborne	RH2 Engineering	Brown & Caldwell
Recent experience in Sultan	5	5	4
Key staff have intimate knowledge of Sultan's system hydraulics	4	5	4
Experience level of key staff	5	5	5
Expertise in control valve design	5	5	5
Familiarity with Sultan's water system model and/or ability to learn and use it	4	5	4
Total Score	23	25	22

Based on this selection criteria, I chose RH2.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

DATE: November 07, 2013

ITEM: A-4

SUBJECT: Police Contract

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

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

STAFF RECOMMENDATION:

Authorize the Mayor to sign the Interlocal Agency Agreement (ILA) for law enforcement services with Snohomish County.

SUMMARY:

The City Council contracted with Snohomish County for Police Services initially for 2009 through 2013. The five year contract for Police Services will expire 12/31/2013, and negotiations have been conducted to enter into a new Interlocal Agency Agreement for Law Enforcement Services for a four year period of 01/01/2014 through 12/31/2017.

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

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

ALTERNATIVES:

1. Do not authorize the Mayor to sign the Interlocal Agency Agreement related to law enforcement services with Snohomish County.

   This action will fundamentally change the way the City receives public safety services. The City's would be required to create an in-house police department This would reduce police resources for managing public safety resulting in reduced service levels to the citizens of Sultan

2. Authorize the Mayor to sign the Interlocal Agency Agreement as negotiated related to law enforcement services with Snohomish County. This would maintain current levels of visible service to the citizens of Sultan.

   This action implies the City supports the ILA as negotiated.

3. Do not authorize the Mayor to sign the Interlocal Agency Agreement related to law enforcement services as negotiated with Snohomish County, and direct staff to renegotiate the contract to address areas of concern.

   This action implies the City supports the ILA but has specific concerns regarding the terms of the agreement. The Mayor would be authorized to sign the ILA once the Council's concerns have been addressed.

STAFF RECOMMENDATION:

Authorize the Mayor to sign the Interlocal Agency Agreement (ILA) related to law enforcement services with Snohomish County as negotiated.

ATTACHMENTS

A – ILA Relating to Law Enforcement Services

ATTACHMENT A

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN RELATING TO LAW ENFORCEMENT SERVICES

THIS AGREEMENT is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Sultan, a municipal corporation of the State of Washington (the "City").

WHEREAS, the City's geographical boundaries lie entirely within the County; and,

WHEREAS, the City possesses the power, legal authority, and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the County, through the Snohomish County Sheriff's Office ("SCSO"), provides law enforcement services to the citizens of Snohomish County; and

WHEREAS, the County has the power and legal authority to extend those law enforcement services into the geographical area of the City; and

WHEREAS, the City desires that the County extend its law enforcement services into the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the SCSO, will extend its law enforcement services into the geographical boundaries of the City, and the City will compensate the County for the equitable share of extending such law enforcement services into the City; and

WHEREAS, the County agrees to extend such law enforcement services into the geographical boundaries of the City; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

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

1.0 BASE LEVEL SERVICES.

The County will provide the law enforcement services described in paragraphs 1.1 through 1.6 within the geographical boundaries of the City. Unless otherwise stated in this agreement, the County will render such services at the same level, degree, and type as is customarily provided by the County in the unincorporated areas of Snohomish County surrounding the geographical boundaries of the City.

1.1 PATROL SERVICES. The County will provide at least one deputy per shift to provide Police Patrol Services exclusively within the geographical boundaries of the City as the first response for the enforcement of state law as well as enforcement of municipal, criminal, and traffic codes adopted by the City. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes. The personnel providing services pursuant to this agreement will provide patrol services during their scheduled work shifts.

1.2 INVESTIGATIVE SERVICES. The County will provide Investigative Services consisting of criminal investigations by detectives assigned to patrol precincts to investigate crimes, such as burglary and auto theft, and by detectives assigned to the Investigations Division to investigate crimes such as homicide, drug offenses, special assaults, fraud, and reports, such as missing persons, vice, child abuse, and major accidents. These detectives are supported by polygraph, evidence control, and the Automatic Fingerprint Identification System ("AFIS").

1.3 SPECIAL SERVICES. The County will provide Special Services that may include K-9 patrol, hostage negotiations, Special Weapons and Response Team ("SWAT"), bomb disposal, sex offender registration, dive team, reserve deputy support, volunteer, and community crime prevention.

1.4 SUPPORT SERVICES. The County will provide law enforcement Support Services that includes planning and research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, contract administration, technical assistance in drafting, submitting, and administering grant applications and contracts, and precinct support.

1.5 RECORDS. The County will perform required data entry into the RMS and Justice system

1.6 EVIDENCE. The County will process and maintain evidence and property collected as a result of investigations occurring within the City in the same manner used for SCSO investigations occurring in the unincorporated portions of the County.

2.0 ORGANIZATION.

The County will provide the services identified in Section 1.0 and extend its law enforcement services into the geographical boundaries of the City through the following organization:

2.1 PERSONNEL. After considering the advice and recommendations of the City, the County will designate a SCSO Lieutenant (the "Lieutenant") to act as the Chief of Police and as a liaison between the County and the City. The Lieutenant will coordinate service delivery, attend Council and other public meetings as required by the City, prepare budget requests, schedule and supervise SCSO employees as required by this Agreement and by his/her regular duties, maintain integrity of records and evidence, and generally manage the law enforcement activities within the City. The County has no interest in defining law enforcement issues and priorities of importance to the City to the extent that the City's directives hereunder are lawful. The City's Mayor (the "Mayor) shall maintain the authority to define law enforcement issues and priorities of the City. The Lieutenant and all other personnel providing services under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

In addition to the Lieutenant, the County will designate four (4) full-time dedicated SCSO fully commissioned deputies to patrol the City and to provide the services identified in Section 1.0 within the geographical boundaries of the City.

2.2 EAST PRECINCT. The City will provide office space to all SCSO employees providing services under this Agreement. This location will be referred to as the SCSO East Precinct . Additionally, SCSO personnel not providing services under this agreement may also use said space. If, during the term of this Agreement, the County desires to relocate the East Precinct outside of the geographical boundaries of the City of Sultan, the County shall obtain the written approval of the City, which approval shall not be unreasonably withheld.

2.3 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the full-time deputies providing services under this agreement may display identification of the City and/or region. The Snohomish County Sheriff will determine the form of the identification after consulting with the Mayor.

2.4 ASSIGNMENT OF PERSONNEL. All full-time employees providing services under this Agreement shall be so assigned for a period of at least three (3) years, unless reassigned due to promotion, transfer to a full-time specialty assignment such as investigations, or at the request of the City.

3.0 REPORTING.

3.1 REPORTING DISTRICTS. The County will maintain reporting districts that are coterminous with the City's boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

3.2 SIGNIFICANT OCCURRENCE. The Mayor will provide the Lieutenant with a list of events that are considered significant criminal occurrences. The Lieutenant will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the City. The Mayor and the Lieutenant shall jointly develop a plan for the SCSO in order to minimize future significant occurrences. The County shall implement said plan.

3.3 ACTIVITY REPORTS. The County, through the Lieutenant, will provide the City with monthly reports on criminal and traffic activity within the City limits and on law enforcement services provided and shall be available to address the City Council upon request of the Mayor. Services provided shall be grouped by major category of service as listed in Section 1.0 above.

3.4 MEDIA RELEASES. The SCSO Public Information Officer (the "PIO") will prepare news releases concerning major crime investigations conducted by the SCSO and will send a copy to the Lieutenant and the Mayor or the Mayor's designee for approval before its release. The Lieutenant or the Lieutenant and the SCSO PIO will prepare media releases concerning law enforcement activities performed by the deputies assigned to the City under this Agreement. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be prepared jointly by the Lieutenant and the PIO and provided to the Mayor or the Mayor's designee for approval before its release. All other routine media releases concerning law enforcement activities in Sultan will be forwarded to the Mayor or the Mayor's designee for review before release to the media, or if not possible, concurrent with the release to the media. Information concerning performance under this agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

4.0 PERSONNEL AND EQUIPMENT.

4.1 INDEPENDENT CONTRACTOR. The County is acting hereunder as an independent contractor so that:

4.1.1 SERVICE PROVIDED BY COUNTY EMPLOYEES. All County Employees rendering services hereunder shall be considered employees of the County for all purposes.

4.1.2 CONTROL OF PERSONNEL. With the exception of enforcement issues and priorities, the County shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance. Notwithstanding the foregoing, the City shall have the right to require the County to replace personnel assigned to provide services under this Agreement for reasonable cause. For purposes of this section "reasonable cause" shall mean reasonable cause under the County's personnel policies and shall include the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of

time; and an inability or unwillingness to perform law enforcement duties required by the City that are not normally performed by the County in unincorporated Snohomish County.

4.1.3 CITY RIGHT TO REQUEST REPLACEMENT OF PERSONNEL. The **CITY** shall have the right to require the **COUNTY** to replace **COUNTY** personnel assigned to provide services under this Agreement provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; an inability or unwillingness to perform law enforcement duties required by the **CITY** that are not normally performed by Sheriff's deputies in unincorporated Snohomish County except to the extent such duties required by the City are in conflict with law or SCSO policies and procedures.

4.1.4 OPERATIONAL CONTROL BY LIEUTENANT. Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc., shall be the responsibility of the Snohomish County Sheriff through the Lieutenant. Notwithstanding the terms and conditions contained in this agreement, such operational control shall be consistent with provisions contained in the SCSO's Manual of Policy and Procedures. Add - The Lieutenant shall advise the City at the earliest opportunity of changes to the policies and procedures manual which may affect levels-of-service.

4.2 The minimum staffing under this agreement shall be one (1) deputy on duty, twenty-four (24) hours per day, within the city limits of Sultan.

4.3 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this agreement or any predecessor agreement and any money contributed towards reserve accounts for future replacement, purchase, or upgrade of this equipment shall be disposed of pursuant to Section 9.4.

4.4 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing unincorporated Snohomish County. The County shall provide the City with a list of Capital equipment covered by this section and shall update the list annually.

5.0 PERFORMANCE REVIEW SCHEDULE.

The Snohomish County Sheriff or his/her designee shall meet with the City in March and September of each year, or sooner if required under section 15.0, to discuss performance under this agreement. The Snohomish County Sheriff or his/her designee will provide summaries of activity and budget updates at these meetings. The City shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

Notwithstanding the foregoing, the City may identify performance issues and request modifications, staffing changes and/or adjustments at anytime.

6.0 COMPENSATION-BASE LEVEL SERVICES.

6.1 CONTRACT AMOUNT. In consideration for the base level services provided by the County as set forth herein, the City promises to pay the County a quarterly sum equal to one-quarter of the yearly cost determined according to Exhibit A, which is attached hereto and incorporated herein by reference;

6.2 BILLING. The County will bill the City in equal quarterly amounts for services rendered. The payments are due within thirty (30) days after invoicing by the County. Payment shall be made to:

Snohomish County Sheriff's Office
Fiscal Division
M/S 606 3000 Rockefeller Avenue
Everett, WA 98201

6.3 CREDIT FOR EAST PRECINCT. The County will provide a credit to the City for use of the office space provided pursuant to Section 2.2 by SCSO personnel not providing services under this agreement. Exhibit B, which is attached hereto and incorporated herein by reference, establishes the method of calculating the square footage credit and the method of determining the current "per foot" fair market value.

7.0 CITY RESPONSIBILITIES.

In support of the County providing the services described in Section 1.0 above, the City promises:

7.1 To hereby confer municipal police authority on such County deputies as might be engaged in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.

7.2 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

7.3 To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of the 800 MHz Trunked Radio System.

7.4 To retain its Code Enforcement/Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before law enforcement services were provided by the County. (note – covers district court revenues). To retain revenues for copies of reports and police services such as concealed pistol licenses issues on behalf of the City of Sultan.

7.5 To make the former Sultan Police Department's space available, pursuant to Section2.2.

8.0 DURATION.

The term of this Agreement shall begin on January 1, 20014, or as soon thereafter as it is duly authorized, signed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040, and shall end at midnight on December 31, 2018, unless terminated earlier as provided in this Agreement. It is understood and agreed, however, that the obligations in this Agreement are contingent upon sufficient legislative appropriation made by each party in each year beyond 2013.

9.0 TERMINATION PROCESS.

Either party may initiate a process to terminate this agreement as follows:

9.1 The party desiring to terminate this agreement shall provide written notice to the other party.

9.2 Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred twenty (120) days from the date of such notice, a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of twelve (12) months; PROVIDED, that the minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party. The transition plan shall identify and address personnel, capital equipment, workload, facility restoration to a functional stand alone police department and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

9.3 Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official written notice of its intent to terminate this Agreement consistent with the contents of the plan, or as necessary due to lack of legislative appropriation. The transfer of responsibilities from the County to the City shall take place on January 1 of the year immediately following the planning year specified in paragraph 9.2 above, unless a different year is specified in the transition plan or is necessary due to lack of legislative appropriation.

9.4 Upon termination of this Agreement, the County shall deliver to the City all equipment used to provide service to the City under this Agreement that was purchased (either directly or through reimbursement) with City funds. The County shall also deliver to the City any funds in the Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the City.

10.0 DISPUTE RESOLUTION.

10.1 In the event differences between the City and the County should arise over the terms and conditions of this Agreement, the Snohomish County Sheriff and the Mayor, or their representative designees, shall attempt to resolve any problems on an informal basis.

10.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

10.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

11.0 NOTICES.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail, and if to be given to the County shall be sent or delivered to:

Snohomish County Sheriff
County Courthouse
3000 Rockefeller, M/S 606
Everett, WA 98201

And if to be given to the City shall be sent or delivered to:

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

12.0 INDEMNIFICATION.

12.1 COUNTY RESPONSIBILITY. The County shall protect, save harmless, indemnify, and defend the City, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees, or agents.

12.2 CITY RESPONSIBILITY. The City shall protect, save harmless, indemnify, and defend the County, its elected and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees, or agents.

12.3 CITY ORDINANCES. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule, or regulation is at issue, the City shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, on that issue, the City shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a City ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees, and agents, as provided in paragraphs 12.1 and 12.2 to this agreement.

13.0 AUDITS AND INSPECTIONS.

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review, or audit by the County or the City during the term of this agreement and for a period of three (3) years after termination.

14.0 AMENDMENTS.

This Agreement may be amended at any time by mutual written agreement of the parties executed with the same formalities as are required to execute this agreement.

15.0 CONTRACT ADMINISTRATION.

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet in March and September of each year as described in section 5.0. Either party may call additional meetings with ten (10) days' prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the City Mayor and the County Sheriff for settlement.

16.0 NO THIRD PARTY BENEFICIARY.

The County and the City agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the City.

17.0 LEGAL REQUIREMENTS.

Both parties shall comply with all applicable federal, state, and local laws in performing this agreement.

18.0 VENUE.

The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

19.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT.

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original agreement.

20.0 SEVERABILITY

Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement.

"CITY"
CITY of SULTAN

_____ DATE_____

"COUNTY"
SNOHOMISH COUNTY

_____ DATE_____
County Executive, John Lovick

RECOMMENDED FOR APPROVAL

_____ DATE_____
Sheriff Ty Trenary

APPROVED AS TO FORM

_____ DATE_____
Deputy Prosecuting Attorney

REVIEWED BY RISK MANAGEMENT

_____ DATE_____
Loss Control Management

EXHIBIT A

Years 2014 -2018	FTE Count	City Share	FTE Cost	2014	201
					1.03
Personnel					
Lieutenant Salary	1.0	50%	$ 110,990.48	$ 55,495.24	$ 57,1
Lieutenant Benefits			$ 29,921.38	$ 14,960.69	$ 15,4
Lieutenant Overtime			$ -	$ -	$
Sergeant Salary	4.0	25%	$ 95,756.90	$ 95,756.90	$ 98,6
Sergeant Benefits			$ 25,789.61	$ 25,789.61	$ 26,5
Sergeant Overtime			$ 7,230.00	$ 7,230.00	$ 7,4
Master Patrol Deputy (MPD) Salary	4.0	25%	$ 82,288.82	$ 82,288.82	$ 84,7
Master Patrol Deputy (MPD) Benefits			$ 25,608.34	$ 25,608.34	$ 26,3
Master Patrol Deputy (MPD) Overtime			$ 8,885.00	$ 8,885.00	$ 9,1
Deputy Sheriff Salary	12.0	25%	$ 76,905.72	$ 230,717.16	$ 237,6
Deputy Sheriff Benefits			$ 24,916.08	$ 74,748.24	$ 76,9
Deputy Sheriff Overtime			$ 8,885.00	$ 26,655.00	$ 27,4
Detective Salary	1.0	25%	$ 79,924.36	$ 19,981.09	$ 20,5
Detective Benefits			$ 25,193.36	$ 6,298.34	$ 6,4
Detective Overtime			$ 8,885.00	$ 2,221.25	$ 2,2
Law Enforcement Secretary Salary	1.0	50%	$ 46,177.07	$ 23,088.54	$ 23,7
Law Enforcement Secretary Benefits			$ 22,373.39	$ 11,186.70	$ 11,5
Law Enforcement Secretary Overtime			$ 631.30	$ 315.65	$ 3
Total FTEs	23.0	6.25			
Personnel Subtotal				***$ 711,226.56***	***$ 732,56***

From Other Tab

Annual Operating Costs	**Count**		**Unit Cost**	**1.03%**	
Lieutenant Vehicle Operating Cost	1.0	50%	$ 12,690	$ 6,535	$
Sergeant Vehicle Operating Cost	4.0	25%	$ 12,690	$ 13,071	$ 1
MPD Vehicle Operating Cost	4.0	25%	$ 12,690	$ 13,071	$ 1

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM: A-5

DATE: November 07,2013

SUBJECT: Police Facility Lease Agreement

CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

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

STAFF RECOMMENDATION:

1. Authorize the Mayor to sign a five-year lease agreement with the Snohomish County Sheriff's Office to use the facility located at 515 Main Street in Sultan, Washington as the Snohomish County Sheriff's East Precinct Office.

SUMMARY:

At the Council meeting on November 13, 2008, the City Council approved an interlocal agency agreement with the Snohomish County Sheriff's Office for law enforcement services. This initial lease was for a five year term from 01/01/2009 through 12/31/2013. The current lease is a renewal for five years of the original lease.

DISCUSSION:

The lease runs concurrently with the Interlocal Agency Agreement for Law Enforcement Services (A-4, 11/07/2013) with Snohomish County. It is a support component of the agreement for the Snohimish Sheriff's Office to make the Sultan Police Station the Sheriff's East Precinct Office.

The lease as presented has a level yearly payment which was negotiated as part of the overall reduction in costs for the City. The result is an overall savings for the City of the term of the lease.

ALTERNATIVES:

1. Discuss the proposed lease agreement with the Snohomish County Sheriff's Office and direct staff to areas of concern.

2. Authorize the Mayor to sign a five-year lease agreement with the Snohomish County Sheriff's Office to use the facility located at 515 Main Street in Sultan, Washington as the Snohomish County Sheriff's East Precinct Office.

ATTACHMENTS

A – Proposed Lease Agreement for the police facility located at 515 Main Street, Sultan, Washington.

ATTACHMENT A

After Recording Return To:
Snohomish County Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201

LEASE
City of Sultan - Police Department Facility
515 Main Street, Sultan, WA 98294

This Lease (the "Lease") is made this _____ day of _____, 20_____ between CITY OF SULTAN, a municipal corporation of the State of Washington, (hereafter referred to as the "City"), and SNOHOMISH COUNTY, a political subdivision of the State of Washington, (hereafter referred to as the "County").

WITNESSETH:

1. PREMISES. The City does hereby lease to the County, and the County does hereby lease from the City those certain premises located at 515 Main Street, Sultan, WA 98294 identified as all of tax parcel number 00586200401000 described as follows:

Lots 10 and 11, Block 4, Plat of Stevens First Addition to the City of Sultan, as per plat recorded in Volume 2 of Plats, Page 12, and as corrected in Volume 6 of Plats, page 34, records of the Auditor of the County of Snohomish, State of Washington.

Situate in the County of Snohomish, State of Washington.

Said premises containing approximately .15 acres (the "Premises").

2. TERM. The initial term of this Lease shall commence January 1, 2014 and end at midnight December 31, 2018. In addition, the County may extend the Lease for one additional, five-year option terms. The County shall notify the City, in writing, of the County's intention to exercise the five-year option term no later than September 30, 2018. The County's failure to notify the City to exercise the five-year option will nullify the County's right to extend the lease term. The Lease during the five-year option term shall be on the same terms and conditions as the initial term.

If the term of this Lease extends beyond the current County fiscal year, the obligations of the County in succeeding fiscal years are contingent upon legislative appropriation for the specific purpose of funding this Lease in accordance with law. In the event that funds are not so appropriated, the County may terminate this Lease without penalty or further obligation.

3. RENT. The City and the County are parties to an Interlocal Agreement (hereinafter referred to as the "Agreement") that requires the County to provide law enforcement services on behalf of the City. Snohomish County deputies will be solely responsible for providing the law enforcement services with no participation from City employees. The City will be responsible for annual payments to the County for the law enforcement services provided by the County under the Agreement as shown on the attached Exhibit A – Payment Schedule.

The County will be responsible to the City for an annual lease rent for the Premises under the Lease in the amount of $30,000.

Term	Annual Lease Rent
January 1, 2014 – December 31, 2014	$ 30,000
January 1, 2015 – December 31, 2015	$ 30,000
January 1, 2016 – December 31, 2016	$ 30,000
January 1, 2017 – December 31, 2017	$ 30,000
January 1, 2018 – December 31, 2018	$ 30,000

As payment for lease rent under this Lease, the County will provide a credit toward the City's obligation under the Agreement equal to the annual lease rent of $30,000 less the County's costs associated with maintenance and services provided by the County under Section 13.C of this Lease and consistent with the Agreement. Upon request, the County will provide the City with documentation to support annual Section 13.C costs incurred throughout the term of this Lease.

4. USE. The County will use the premises exclusively for the operation of law enforcement services and for no other purpose without prior consent of the City. Any office equipment, law enforcement equipment, furniture, or supplies placed or installed on the Premises by the County shall remain the property of the County, unless it is acquired by the City under the terms of the Agreement or a part of the City's inventory prior to the execution of this Lease.

The County shall keep the Premises and access areas in a neat and clean condition. Upon termination of the Lease, the County shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit, damage by the elements or other actions not caused by the County, its employees, agents, customers or invitees excepted.

5. ALTERATIONS AND FIXTURES. During the term of this Lease the County agrees to make, at County's expense, any alterations that are necessary to keep in compliance with any Federal, State, County or City laws and regulations that are required for occupancy of the Premises, including all building and fire codes. County agrees that in performing improvements specified in this paragraph 5, it shall comply with all provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and any associated regulations, and shall keep the building in continuous compliance with such act and regulations throughout the term of this Lease, including any option or holdover term.

County agrees to make no alterations to the Premises without City's prior written consent, which consent shall not be unreasonably withheld. Any such alterations to the Premises shall be made at the County's expense and shall become the property of the City at the termination of the Lease. Upon termination of this Lease, County shall have the right, consistent with Section 4 of this Lease, to remove all movable County improvements, furnishings and trade fixtures placed therein by the County that can be removed without material injury to the Premises, and will repair any damage to the Premises caused by such removal. The County will be allowed, within reasonable limits, to hang pictures, corkboards, smart-boards, whiteboards, and install shelving to earthquake standards without being held responsible for damage to the Premises, and such damage shall be considered reasonable wear and tear.

6. DAMAGE. In the event that any damage of any kind is caused by County in the course of performing work authorized by this Lease, the County will repair the damage at its sole cost and expense.

Repair work shall begin without delay and continue without interruption until completed and within thirty (30) days of termination of this Lease.

7. LIENS. In the event the Premises shall at any time during the term of this Lease become subject to any lawsuit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to the County on the Premises and contracted for or agreed to by the County, the County may contest such lien by legal proceedings but shall, in the event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefore of an appropriate lien release bond, by posting of adequate security for payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to the City.

8. HOLD HARMLESS. The County shall assume the risk of, and be liable for all damage, loss, cost and expense of any party arising out of the County's use of the Premises, or actions or omissions of the County's agents, employees, or volunteers, except that solely caused by the negligence or willful misconduct of the City's employees acting within the scope of their employment. The County shall protect, save harmless, indemnify, and defend, at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the performance of this Lease or use of the Premises, including claims by third parties or the County's employees to which it would otherwise be immune under Title 51 RCW or other law, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents. The County's duties shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss as described within this paragraph.

9. INSURANCE. Snohomish County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "County", maintains a fully funded Self-Insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities including injuries to persons and damage to property.

City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Lease Agreement. The County agrees to provide the City with at least thirty (30) days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

Should the County elect cease self-insuring its liability exposures and purchase Commercial General Liability insurance, County agrees to add the City as an additional insured.

10. HAZARDOUS WASTE. The County understands that the City has not conducted any tests for hazardous substances on the site. To the best of the City's knowledge, the Premises is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. Moreover, to the best of the City's knowledge, there is no hazardous waste or other substance, including but not limited to those that would be a hazardous waste, material or substance, toxic substance, gas or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et. seq., the Washington Model Toxics Control Act, RCW Ch. 70.105D, RCW Ch. 70.95, and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, rule or regulation ("Hazardous Substances"), on or about

the Premises or on any parcels of land which abut the Premises. Further, to the best of the City's knowledge: (i) there has been no release, spill, leak, discharge, emission, leak or disposal, (ii) there are no substances or conditions, in or on the Premises or any other parcels of land which may affect the Premises or use thereof that may support a claim or cause of action under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirements and (iii) there is no asbestos, PCBs or underground storage tanks located on the Premises or which have been removed therefrom.

The City agrees to indemnify, hold harmless and defend the County, its appointed officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of (i) the existence of Hazardous Substances on the Premises or the migration of Hazardous Substances originally released or deposited on the Premises onto other parcels of land; (ii) the City's failure or insufficient compliance with any federal, state or local laws applicable to Hazardous Substances; or (iii) any claim, in law or equity, brought by any third party or the City's own officials, officers, employees, agents or representatives alleging any cause of action relating to the existence of Hazardous Substances on the Premises or any migration of Hazardous Substances originally released or deposited on the Premises onto other parcels of land, and, with respect to (i), (ii) and (iii), that existed, or in the case of migration commenced due to a condition that existed, as of or prior to the commencement of this Lease.

11. SUBLETTING AND ASSIGNMENT. The County shall not sublet the whole or any part of said Premises, nor assign this Lease, or any part thereof, without the written consent of the City, which consent shall not be unreasonably withheld. If consent is once given by the City to the assignment of this Lease, or any interest therein, the City shall not be barred from afterward refusing to consent to any further assignment. This Lease shall not be assignable by operation of law.

Any assignment made by the County shall not become effective until the assignee, in writing, shall assume this Lease and agree to perform and be bound by all of the obligations of the County accruing under this Lease from and after the date of such assignment. In the event of such an assignment and assumption, the County shall remain bound by all obligations of the County accruing under this Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

12. NOTICES. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail or by facsimile, and if to be given to the City, shall be addressed or faxed to the City at:

City of Sultan
319 Main Street, Suite 200
PO Box 1199
Sultan, WA 98294
Attn: Ken Walker, City Administrator
Phone: 425-508-9119
Fax: 360-793-3344
Email: Ken.Walker@ci.sultan.wa.us

or if to be given the County, shall be addressed to the County at:

Snohomish County
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
Attn: Cherie Hutchins
Phone: 425-388-3400
Fax: 425-388-7008
Email: cherie.hutchins@co.snohomish.wa.us

All notices shall be effective upon the earlier of personal delivery or two (2) days after being mailed.

13. MAINTENANCE, MANAGEMENT AND SERVICES.

A. City covenants and agrees to provide:

1. Public water, power, sewer, natural gas and/or propane to the Premises for a twenty-four (24) hour, seven (7) day a week operation.
2. Weekly curbside garbage and recycling services for operation of the Premises to allow for twenty-four (24) hour, seven (7) days a week operation.
3. Routine maintenance of landscaping and lawn.
4. Routine repair and maintenance of sidewalks and parking areas.
5. Improvements and repairs to the building's structure and the building's electrical, plumbing, and mechanical systems *outside* of routine maintenance.
6. Roof and gutter repairs and replacement.
7. Security system for the Premises.
8. Light fixture repair and replacement.

B. City agrees to pay for the following services to the Premises:

1. Routine maintenance of landscaping and lawn.
2. Repair and maintenance of the sidewalks and parking areas.
3. All costs associated with improvements and repairs to the building's structure and the building's electrical, plumbing, and mechanical systems *outside* of routine maintenance.
4. Roof and gutter repairs and replacement.
5. Security system for the Premises, excluding monitoring services.
6. Building insurance, taxes and assessments.
7. Light fixture repair and replacement.

C. County covenants and agrees to provide:

1. Routine maintenance of the building's structure and the building's electrical, plumbing, and mechanical systems.
2. Janitorial services.
3. Internet and communication lines serving the Premises.
4. Interior and exterior painting of the Premises.
5. Roof and gutter cleaning.
6. Fire alarm system for the Premises.
7. Light bulb replacement.

D. County agrees to <u>pay</u> for the following services to the Premises:

1. Public water, power, sewer, natural gas and/or propane serving the Premises.
2. Weekly curbside garbage and recycling services to the Premises.
3. Routine maintenance of the building's structure and the building's electrical, plumbing, and mechanical systems.
4. Janitorial services.
5. Internet and communication lines serving the Premises.
6. Interior and exterior painting of the Premises.
7. Roof and gutter cleaning.
8. Security systems monitoring services for the Premises.
9. Fire alarm system and fire alarm monitoring for the Premises.
10. Light bulb replacement.

Routine maintenance defined under this section shall be any work not performed by contract and that is performed on a regular scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once a year), to service, check, or replace items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

City shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of such service beyond City's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond City's reasonable control shall be deemed an eviction of County or shall release County from any of County's obligations under this Lease.

14. SIGNS. The County shall have the right to place identifying and instructional signage on and about the Premises with the City's consent, which consent shall not be unreasonably withheld, subject to compliance with all applicable laws.

15. DEFAULT. Upon either party's failure to observe or perform any term or condition of this Lease, that failure having continued for fifteen (15) days after the non-defaulting party gives written notice to cure such failure to the other party, such party shall be deemed in default. In the event of default and upon fifteen (15) days written notice of termination to the party in default, the non-defaulting party may terminate this Lease.

16. GOVERNING LAW AND VENUE. This Lease shall be governed by the laws of the State of Washington and any lawsuit regarding this Lease must be brought in Snohomish County, Washington.

17. ATTORNEY'S FEES. In the event of any action at law or in equity between City and County to enforce any of the provisions, rights or obligations hereunder, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees incurred therein by the successful party, and if such successful party shall recover judgment in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

18. NO WAIVER. No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of the Lease. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

19. HOLDING OVER. If the County, with the consent, express or implied, of the City, shall hold over after the expiration of the term of this Lease, the City and the County shall remain bound by all the terms, covenants, and agreements hereof, except that the tenancy shall be month to month.

20. SUCCESSORS AND ASSIGNS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto; and the words "City" and "County" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

21. SEVERABILITY. Should any clause, phrase, sentence or paragraph of this Lease be declared invalid or void, the remaining provisions of this Lease shall remain in full force and effect.

22. NON-DISCRIMINATION. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The City shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Lease constitutes a certification by the City of the City's compliance with the requirements of Chapter 2.460 SCC with respect to this Lease. If the City is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Lease may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the City's obligations under other federal, state, or local laws against discrimination.

23. ENTIRE AGREEMENT AND AMENDMENTS. This Lease contains all the agreements between the parties with respect to any matter covered or mentioned in the Lease with the exception of the Interlocal Agreement referenced in Section 3 of this Lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required for the execution of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

CITY OF SULTAN:

_____

Mayor, City of Sultan Date

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Mayor of the CITY OF SULTAN to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

_____

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

Approved as to form:

_____

City Attorney

SNOHOMISH COUNTY:

_____

County Executive Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____

NOTARY PUBLIC in and for the State of
Washington residing at _____.
My commission expires _____.

Approved as to form:

_____

Deputy Prosecuting Attorney

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Action A 6

DATE: November 7, 2013

SUBJECT: Ordinance 1181-13 Code of Ethics

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

ISSUE
The issue is to introduce Ordinance 1181-13 - Code of Ethics ordinance. The draft ordinance was discussed during the October 10, 2013 and staff was directed to bring back the ordinance for action.

SUMMARY:
It is common for cities to adopt as a part of their municipal code a chapter establishing a Code of Ethics that applies to elected officials, employees and appointed members of boards and commissions. Ethical behavior has been a topic of discussion at the council meetings over the past year.

The codes all have a similar purpose:

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

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

Attachments:
A. Ordinance 1181-13 - Code of Ethics
B. RCW 42.23

ATTACHMENT A

CITY OF SULTAN
WASHINGTON

ORDINANCE NO. 1181-13

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

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

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

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

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

Chapter 2.60
CODE OF ETHICS

2.60.010 Purpose.

A. The proper operation of democratic representative government requires that elected and appointed public officers and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Accordingly, it is the purpose of this chapter to establish ethical standards of conduct for all officers and employees of the city, whether elected or appointed, paid or unpaid; to set forth those acts that are incompatible with such standards; to require disclosure by such officers and employees of private financial or other interests in matters affecting the city; and to provide effective means for

enforcement thereof. This chapter shall not be construed so as to impair the ability of city officers and employees to participate in ceremonial, representational, or informational functions in the pursuit of their official duties.

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

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

2.60.020 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. A spouse or domestic partner;

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

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

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

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

J. "Remote interest" means:

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

2.60.030 Prohibited conduct.

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

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

2. Have a financial or other private interest, other than a remote interest as defined in this chapter, direct or indirect, personally or through a member of his or her immediate family, or business entity, in any matter upon which the officer or employee is required to act in the discharge of his or her official duties, and fail to disqualify himself or herself from acting or participating.

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

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

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

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

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

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

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

C. Acceptance of Gifts or Loans. No city officer or employee, while holding such office or employment, and for a period of one year after leaving city employment, shall solicit or receive any retainer, gift, loan, entertainment, favor or proprietary reward, or other thing of monetary value from any person or entity where the retainer, gift, loan, entertainment, favor, or other thing of monetary value had been solicited, or received or given or, to a reasonable person, would appear to have been solicited, received or given, with intent to give or obtain special consideration of influence as to any action by such officer in his or her official capacity; provided, that nothing shall prohibit contributions for election campaigns which are solicited or received and reported in accordance with applicable law.

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

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

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

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

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

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

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

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

G. Prohibited Conduct After Leaving City Office or Employment.

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

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

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

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

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

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

2.60.040 Disclosure of interest in legislative action.

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

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

2.60.050 Ethics hearing officer – Position created.

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

2.60.060 Ethics hearing officer – Powers and duties.

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

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

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

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

2. Upon receiving a written complaint regarding a violation of this chapter, accompanied by proof that said written complaint has been served upon the party who

is alleged to be in violation, the ethics hearing officer shall investigate said complaint and, upon making a determination that the complaint is legally sufficient and that it is supported by probable cause, conduct a hearing and issue findings and recommendation as provided below.

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

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

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

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

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

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

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

2.60.090 Criminal violations – Prosecuting authority – Penalties.
A. Any officer or employee who knowingly and willfully violates the provisions of this chapter shall be guilty of a misdemeanor.

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

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

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

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

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

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

CITY OF SULTAN

_____
Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

_____
Laura Koenig, City Clerk

Approved as to form:

_____
Ann Marie Soto, City Attorney

Date of Publication:
Effective Date:

ATTACHMENT B

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

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

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

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

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

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

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

42.23.030
Interest in contracts prohibited — Exceptions.

No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such officer, in whole or in part, or which

may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein. This section shall not apply in the following cases:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

on the authorization, approval, or ratification of the contract or any conditions in the contract.

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

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

42.23.040
Remote interests.

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

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

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

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

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

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

None of the provisions of this section are applicable to any officer interested in a contract, even if the officer's interest is only remote, if the officer influences or attempts to influence any other officer of the municipality of which he or she is an officer to enter into the contract.

[1999 c 261 § 3; 1961 c 268 § 5.]

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

In addition to all other penalties, civil or criminal, the violation by any officer of the provisions of this chapter may be grounds for forfeiture of his or her office.

[1999 c 261 § 4; 1961 c 268 § 6.]

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

42.23.070
Prohibited acts.

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

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

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

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

[1994 c 154 § 121.]

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

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

SULTAN CITY COUNCIL
AGENDA COVER SHEET

ITEM NO: A-7

DATE: November 07, 2013

SUBJECT: City Ordinance 1180-13 WATV Use on Public Streets

CONTACT PERSON: Ken Walker

ISSUE:
Adoption of WATV Use on Public Streets Ordinance 1180-13 based on the passage of ESH 1632 by the Washington State Legislature in 2013.

STAFF RECOMMENDATION:
Adopt WATV Use on Public Streets Ordinance 1180-13.

BACK GROUND:
City Council considered the development of a Motorized Recreation Vehicle Ordinance to implement the new Washington State 2013 Session Law ESH 1632 (Attachment B on P2 in Council Meeting 8/22/13 and D1 in Council Meeting 10/24/2013).

ESH 1632 is the byproduct of four years of legislative advocacy and public hearings with regards to advancing "Motorized Recreation Vehicles" (MRV) to aid in recreation tourism and public lands access. Particularly for Washington's aging and mobility challenged "baby boomers", Wounded Warriors, ADA and mature licensed citizens. The City of Sultan's Mayor Carolyn Eslick, former Chief of Police Jeff Brand, intern Ted Jackson, and Representative Dan Kristiansen and Senator Kirk Pearson all had a hand in its passage. The bill passed by the House June 28, 2013 with 81 Yeas, 11 Nays; in the Senate June 29, 2013 with 39 Yeas, 5 Nays; and signed into law July 3, 2013 by Governor Jay Inslee with an effective date of July 28, 2013 (Attachment C).

A condition of this bill requires a county and city to "opt-in" through ordinances which the legislature referred to as "local control".

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

ATTACHMENTS:
ATTACHMENT A: City Ordinance 1180-13 WATV Use on Public Streets.

CITY OF SULTAN
WASHINGTON

ORDINANCE NO. 1180-13 WATV USE ON PUBLIC STREETS

AN ORDINANCE OF THE CITY OF SULTAN, WASHINGTON, 1180-13 WATV USE ON PUBLIC STREETS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Washington State Legislature passed ESH 1632 during the 2013 2nd Special Session regulating the use of off-road vehicles in certain areas; and

WHEREAS, ESH 1632 provides that a person may not operate a wheeled all-terrain vehicle on a public roadway within the boundaries of a city or town unless the city or town by ordinance has approved the operation of wheeled all-terrain vehicles on city or town roadways: and

WHEREAS, a person may operate a wheeled all-terrain vehicle upon a segment of highway if the segment is within the limits of a city or town and the speed limit on the segment is thirty-five miles per hour or less: and

WHEREAS, the legislative body of a city or town must publically list the roads covered or declare a blanket approval of roads with a maximum speed limit of thirty-five miles per hour or less:

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

Section 1. **SMC Section 10.30.000, "Motorized Recreation Vehicles (MRV's)- , Wheeled All-Terrain Vehicles and Golf Carts" Adopted.** A new section 10.30.000Motorized Recreation Vehicles (MRVs)-Wheeled All-Terrain Vehicles (WATVs) and Golf Carts of the Sultan Municipal Code Chapter 10, Vehicles and Traffic, is hereby adopted to read as follows:

10.30.010 Definitions.
For the purposes of this chapter Motorized Recreation Vehicles "MRV's" shall refer to any of the following, except where singled out:
A. Wheeled All-Terrain Vehicle (WATV) – Washington Chapter 23, 2013 Laws 2nd Special Session)

"Wheeled all-terrain vehicle" means: (ESH 1632 Session Law) any motorized nonhighway vehicle (all-terrain vehicle "ATV") with handlebars, that is fifty inches or less in width, has a seat height of at least twenty inches, weighs less than one thousand five hundred pounds, and has four tires having a diameter of thirty inches or less, or a utility-type vehicle ("UTV", "side-by-side") designed for and capable of travel over designated roads that travels on four or more low-pressure tires of twenty psi or less, has a maximum width less than seventy-four inches, has a maximum weight less than two thousand pounds, has a wheelbase of one hundred ten inches or less, and satisfies at least one of the following:

(i) Has a minimum width of fifty inches;
(ii) has a minimum weight of at least nine hundred pounds; or
(iii) has a wheelbase of over sixty-one inches.

Note: WATV's must be street licensed and are limited to 35 mph or less on public roadways by state Statute.

B. Golf Carts - RCW 46.04.1945 – Golf Cart Zones RCW 46.08.175

"Golf cart" means a gas-powered or electric-powered four-wheeled vehicle originally designed and manufactured for operation on a golf course for sporting purposes and has a speed attainable in one mile of not more than twenty miles per hour. A golf cart is not a nonhighway vehicle or off-road vehicle as defined in RCW 46.04.365.

Note: Golf Carts are limited to "zones" and are limited to 25 mph or less public roadways by state Statute.

10.30.020 Responsible Operation

MRV's shall operate on roadways approved by state statute and where approved by Sultan City Ordinance: http://www.dol.wa.gov/vehicleregistration/watv.html

MRV General Rules

a. A person may not operate a motorized recreation vehicle (MRV) upon a public roadway of this state, not including nonhighway roads and trails, without (a) first obtaining a valid driver's license issued to Washington residents in compliance with chapter 46.20 RCW or (b) possessing a valid driver's license issued by the state of the person's residence if the person is a nonresident.
b. A person who operates a MRV vehicle under this section is granted all rights and is subject to all duties applicable to the operator of a motorcycle under RCW 46.37.530 and chapters 46.08.175, 46.61 RCW, unless otherwise stated in this act, except that MRV's may not be operated side-by-side in a single lane of traffic.
c. Wheeled all-terrain vehicles are subject to chapter 46.55 RCW. Any person who violates this section commits a traffic infraction.
d. The **crossing** of any one of these streets or avenues shall be permitted by an MRV if:
    ii. The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street or avenue and at a place where no obstruction prevents a quick and safe crossing;
    iii. The vehicle is brought to a complete stop before crossing the shoulder or roadway of the street or avenue;
    iv. The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;
    v. The crossing is made only at an intersection of such street or avenue with another street or avenue; and
    vi. Both the headlight and taillight of the vehicle are on when the crossing is made.
e. **Report accidents** that involve WATV and golf carts operated upon streets and highways as authorized under this section must be recorded and tracked in compliance with chapter 46.52 RCW.

C. WATV's must:

a. Be street licensed, display valid tabs and have registrations readily accessible
b. Maintain in working order all DOL declaration requirements for roadway access
    i. A **head lamp** meeting the requirements of RCW 46.37.030 and RCW 46.37.040, to be used whenever the vehicle is in motion on a road.

ii. One **tail lamp** meeting the requirements of RCW 4.37.535. If it is a UTV you'll need **2 tail lamps** meeting the requirements of RCW 46.37.070.
iii. A **stop lamp** meeting the requirements of RCW 46.37.200.
iv. **Reflectors** meeting the requirements of RCW 46.37.260.
v. For night travel **turn signals** required meeting the requirements of RCW 46.37.200
vi. A **brake** system maintained in good operating condition.
vii. A **mirror** on the left or right handlebar. If it is a UTV you'll need **2 mirrors** meeting the requirements of RCW 46.37.400.
viii. A **horn or warning device** meeting the requirements of RCW 46.37.380.
ix. A **spark arrester** as approved by Department of Natural Resources RCW 46.37.470. that meets a United States Forest Service Qualified Spark Arrester.
x. An adequate manufactures **muffler system** in good working condition (a muffler that meets or exceeds the manufacture's specifications); and not exceed state statute of 86 decibels meeting the requirements of RCW 46.37.470.
xi. **Eye protection** i.e. a pair of glasses, goggles, windshield, or a face shield of a type conforming to rules adopted by the state patrol meeting the requirements of RCW 46.37.430 & WAC 204-10-026.
xii. **Seatbelts** on UTV's meeting the requirements of RCW 46.37.510.
xiii. **Helmets** required on ATV operators
xiv. Shall be equipped with a bicycle **safety flag** which extends not less than six feet (6') above ground attached to the rear of the vehicle. The safety flag shall be triangular in shape and shall be day-glow in color.

d. The operator must have **valid driver's license** and able to present it on enforcement request
e. Have participated in a state **WATV certification** course once DOL has implemented it
f. **Report accidents** that involve WATV's operated upon streets and highways as authorized under this section must be recorded and tracked in compliance with chapter 46.52 RCW.
g. **Insurance** is not required by state statute but is **available** and highly **recommended** especially in case of bodily injury
h. Can only travel at a **maximum speed** of thirty-five miles per hour (35 mph) and shall observe posted speed limits if lower than thirty-five miles per hour
i. Must travel in **single file** no parallel group riding
q. Yield to pedestrian and livestock **crossings**
r. Must stay on public roadways
s. Must be **securely attached all cargo** to the vehicle in such a manner that the cargo remains secured without any assistance of the operator

A. Golf Carts must: RCW 46.08.175
   a. Every person operating a golf cart as authorized under this section (RCW 46.08.175) is granted all rights and is subject to all duties applicable to the driver of a vehicle under chapter 46.61 RCW.
   b. Every person operating a golf cart as authorized under this section must be at least sixteen years of age and must have completed a driver education course or have previous experience driving as a licensed driver.
   c. Travel within Zone
   d. Travel on roads of twenty-five miles per hour (25 mph) and shall observe posted **speed limits** if lower than twenty-five miles per hour
   e. Golf carts must be equipped with **reflectors, seat belts**, and **rearview mirrors** when operated upon streets and highways as authorized under this section (RCW 46.08.175)
   f. For night travel, **turn signals** are required meeting the requirements of RCW 46.37.200 or 46.61.310. **Headlights** to be used whenever the vehicle is in motion on a road.

g. **Report accidents** that involve golf carts operated upon streets and highways as authorized under this section must be recorded and tracked in compliance with chapter 46.52 RCW. The accident report must indicate that a golf cart operating within a golf cart zone is involved in the accident.
h. **Eye protection** i.e. a pair of glasses, goggles, windshield, or a face shield of a type conforming to rules adopted by the state patrol meeting the requirements of RCW 46.37.430 & WAC 204-10-026.
i. Shall be equipped with a **safety flag** which extends not less than six feet (6') above ground attached to the rear of the vehicle. The safety flag shall be triangular in shape and shall be day-glow in color.

10.30.030 Unlawful activities.
MRV operational unlawful activities shall include the following and any other violation of federal, state, county statutes or ordinances.

A. Furthermore no person shall operate a MRV within City limits so as to:
   a. operate machines that have been equipped with an exhaust system which has a cutout, bypass or similar device
   b. operate with the spark arrester removed or modified, except for use in a closed-course competition event
   c. not travel paralleled as a group on roadways
   d. trespassing on private roadways and property
   e. cause environmental damage public and private landscapes
   f. driving on posted "local access only" public roadways
   g. driving under the influence of intoxicating liquor or a controlled substance RCW 46.09.470
   h. non-parental transport of minor passenger under 18 years of age

B. WATV's are prohibited from:
   a. picking up school children using ATV's or ATV's modified for WATV roadways

C. Golf Carts are:
   a. prohibit from operating a golf cart as authorized under this section at any time from a half hour after sunset to a half hour before sunrise
   b. prohibited from operating a golf cart with a revoked license under RCW 46.20.285 and may not operate a golf cart as authorized under this section.

10.30.040 Exemptions
A. Appropriate agency that engages in emergency management, as defined in RCW 37 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a law enforcement agency, as defined in RCW 16.52.011, within the scope of the agency's official duties.
B. Some applicable segments of this ordinance may be suspended while in parades which have been authorized by the State of Washington, any department, board, commission or political subdivision of the State of Washington.

10.30.050 Violations – Penalty
A. Causing environmental damage public and private landscapes (equal to 3 x's damages by state statute)

B. Any person who violates any provision of this Ordinance shall be fined $100 for each offense. The fact that a vehicle which violates this ordinance is registered in the name of a person shall be considered prima facie proof that such person was in control of the vehicle at the time of such violation. In addition to any penalties for violation hereof, the City of Sultan Police Department may impound any All-Terrain Vehicle, Utility-Type Vehicle or Golf Cart when operated in violation of state law, county or city ordinance, in the same situation as any violation in connection with a motor vehicle.

10.30.050 Roads Listing

A. WATV - All roads open unless closed and identified in a & b below.
   a. Roads Closed List: None.
   b. Local Access Roads Only List: None.

B. Golf Carts – Zone is same as city limits unless closed and identified in a & b below.
   a. Roads Closed List: None.
   b. Local Access Roads Only List: None.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 07th DAY OF November, 2013.

CITY OF SULTAN

_____

Carolyn Eslick, Mayor

ATTEST/AUTHENTICATED:

_____

Laura Koenig, City Clerk

Approved as to form:

_____

Ann Marie Soto, City Attorney

Passed by the City Council:
Date of Publication:
Effective Date:

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Discussion D 1

DATE: November 7, 2013

SUBJECT: Council Meeting Dates

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue is to discuss the date for the first Council meeting in December.

The Council set a schedule in September to change the November and December Council meetings to the first and third Thursday to avoid the holidays.

The Snohomish County Cities and Town dinner has been scheduled for December 5, 2013 and will have State Representatives present to discuss transportation issues. The Mayor, Council and some staff have expressed an interest in attending the meeting.

The notice of change for the December meetings has not been sent to the newspaper.

Staff recommends the December meetings be held on December 12th and 19th.