

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
October 10, 2013**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

1. AWC Benefit Trust – Benefit Program Changes
2. Friends of the Library Week Proclamation
3. Distinguished Budget Award
4. Statement of Support for the Guard and Reserve

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. I-502 Moratorium

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

- 1) Approval of the Council Meeting Minutes
- 2) Approval of Vouchers
- 3) Friends of the Library Week Proclamation
- 4) Interlocal Agreement for Municipal Road and Street Services

ACTION ITEMS:

1. Resolution 13-04 AWC Employee Trust/Interlocal Agreement
2. Appointment to Library Board

DISCUSSION: Time Permitting

1. Code of Ethics

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

Executive Session: Pending Litigation

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

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

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Presentation 1

DATE: October 10, 2013

SUBJECT: AWC Employee Benefit Trust Program

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

ISSUE:

Carol Wilmes with AWC Employee Benefit Trust will provide information to the Council on the change from a fully insured benefit program to a self-insured model.

The City currently contracts with AWC Employee Benefit Trust for medical, dental and vision health insurance coverage.

AWC is moving from a fully insured benefit program to a self-insured model. As a self-insured program, they are required to comply with RCW 48.62 and WAC 200-110 which provide guidelines for insurance pools. AWC will be subject to the state law and rules administered by the Washington State Risk Manager. One of those requirements is that each member of the pool must approve, by resolution, an Interlocal Agreement authorizing the city to participate in the self-insured program.

Members who do not return the signed Interlocal Agreement and Resolution by November 15, 2013 will not be eligible to purchase medical, dental and vision benefits from the Trust as of January 1, 2014 and will not be able to take advantage of the projected favorable rates.

The impacts to the employees and city will be minimal. Employees will received the same level of benefits they currently and the city will have no increase in rates for 2014.



Self-Funded Health Care Program

On August 26, 2013, the State Risk Manager approved the AWC Trust's application to self-insure the medical plans through Group Health and Regence Blue Shield, the Vision Service Plan, and Washington Dental Service plan effective January 1, 2014. The remaining insurance products will continue to be fully-insured. This fact sheet is intended to provide background of the Trust and insight into the Board of Trustee conversation ultimately leading to the decision to self-insure.

Trust history

The AWC Employee Benefit Trust is a Voluntary Employees' Beneficiary Association (VEBA), as defined in IRC 501 (c) (9). The Trust was formed in 1970 by the Association of Washington Cities to offer affordable coverage for its cities and towns with participants in Law Enforcement Officers and Fire Fighters Pension Plan 1 (LEOFF 1). Since that time, the Trust has broadened its insured membership to include all walks of municipal government and their families. Today, the Trust serves 275 participating entities and insures approximately 36,000 employees and family members.

The Trust currently offers medical, dental, vision, employee assistance program, life insurance, long-term disability insurance, and long-term care insurance.

In 1984, the Board of Trustees proved to be true visionaries in the health care industry and adopted an innovative health promotion project (wellness) as a cost containment tool. Today, the award-winning Total Health Management services of the Trust (available to Regence and Group Health medical subscribers) continues to reduce health care costs and improve quality of life for our insured members.

The AWC Trust, one of the first of its kind as a municipal league pool, is nationally recognized for excellence and innovation. Industry respect and long-term, stable relationships with insurance carriers, vendors, and consultants have benefited the pool members with quality health care programs, trust-worthy technical assistance and financial predictability. Customer advocacy and member-driven decisions continue to be the cornerstone of the Trust mission, vision and goals.

Planning retreat priority: self-insurance

As one of the highest priorities emerging from the 2011 Long Range Strategic Planning Retreat, the Trustees dedicated its 2013 meetings to learning about the world of self-insurance; hearing in-depth analysis from benefit, legal and actuarial consultants; and weighing the pros and cons of self-insuring the health care plans.

On July 25, Trustees instructed staff and consultants to proceed with a self-insurance application to the State Risk Manager. Approval was granted on August 26, and the Trust will transition its **Regence/Asuris, Group Health, WDS and VSP** plans to self-insurance effective January 1, 2014.

Self-Insurance means a formal program of advance funding and management of entity financial exposure to a risk of loss that is not transferred through the purchase of an insurance policy or contract.

Cost savings

One of the overriding factors in the decision is the potential for cost savings to members. Self-insurance allows the Trust to eliminate several taxes mandatory for fully insured plans including a 2% state tax and a 2% - 3% new 2014 federal insurer tax. While our retention and stop loss fees were extremely competitive as a fully insured plan, these fees were also lowered with the aid of a competitive self-insurance marketplace. Along with all these cost savings, we'll be able to focus on our own trend line, which has been lower than carriers' trends for many years. This bodes well for not only this year's rate projections, but future year's as well.

continued

The transition to self-insurance will not change the manner in which plans are rated (i.e., the Trust will continue to pool all member claims rather than develop rates based upon individual employer loss experience). However, the discussion of large city claims rating is slated to be discussed by the Board of Trustees in 2014, and being self-insured certainly enables a broader scope of analysis.

With all these factors considered, the Trust's 2014 rate projections are very favorable with 0% increase projected for most plans.

Self-insurance plans		Fully-insured plans	
Regence/Asuris Medical	0%	LEOFF I Medicare Advantage Plan	8%
Group Health Medical	0%	Willamette Dental	0%
WDS Dental	0%	Life & LTD	0%
VSP Vision	0%	EAP	0%

Final rates will be adopted by the Board of Trustees on September 26. Look to our website by end of day on Friday, September 27, for an updated posting.

WellCity rate impact

The WellCity discount is 2% less than the base rate. Ongoing WellCity Award recipients - your current rate will be 2% less than the base rate - which means your rate stays the same. For cities earning the 2013 WellCity Award for the first time, you'll get a 2% discount on the 2014 base rate, meaning your rate this year is actually a 2% savings from your 2013 rate.

Employee impacts

For now, know that the impact to employees and their family members is minimal to none:

- Benefit plan designs remain the same, including the mandated benefit changes under the ACA for 2014
- Employees have access to the same provider networks.
- Claims will be processed by the same carriers.
- It is possible that a new ID card will be generated.

Member employer impacts

Impact to employers is equally minimal:

- Members will still be part of the Trust's large pool, which will now be self-insured.
- The monthly bill will still be generated by NWA and due at the same time as current (by the 10th of the month).
- The most notable change for employers will be the council-adoption by resolution of an Interlocal Agreement between the jurisdiction and the AWC Trust.

Interlocal Agreement

RCW 48.62 authorizes local government entities to self-insure for health care benefits, and delegates rule-making authority and oversight to the Washington State Risk Manager. Chapter 200-110 Washington Administrative Code sets forth that members of the health care program (pool) must be a signatory to the health care program's Interlocal Agreement, and the Interlocal Agreement must be adopted by the local governing body by resolution.

In order for the Trust to meet the state deadlines, member jurisdictions must provide the adopted resolution and Interlocal Agreement no later than **November 15, 2013**.

AWC Employee Benefit Trust Health Care Program reserve funding

Self-insured health care programs must establish reserves necessary to fund the termination costs of the program and to insulate the program against unusual severity or frequency of claims. The Board of Trustees have pledged reserve funds pursuant to actuarially established amounts to satisfy this requirement.

Health Care Program 2014 financials at a glance	
Beginning program deposits/assets ¹	\$15,420,000
Projected employer contributions	\$174,672,167
Projected employee contributions	\$19,408,091
Other projected revenues	\$308,400
Total projected revenues	\$194,388,586
Projected claims payments	\$179,155,972
Projected operational expenses ²	\$12,334,777
Projected Stop Loss Insurance Policy	\$813,875
Projected Wellness Program expenses	\$1,775,561
Total projected annual expenses	\$194,080,186
Projected year-end program assets/reserves	\$15,728,400

¹Projected reserves as of December 31, 2013 are \$75,471,971 of which \$15,420,000 are pledged as beginning health care program assets.

²Includes claims adjudication, broker fee-for-service, actuary, legal, consultants, and operations.

Questions

As always, the Trust is committed to communicating with members. You can expect ongoing communications in upcoming *For Your Health* e-newsletters. If you have any questions regarding the Trust's decision to self-insure, the new rate projections, or the Interlocal Agreement feel free to contact an AWC Trust staff member at 1-800-562-8981 or benefitinfo@awcnet.org.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Presentation 2

DATE: October 10, 2013

SUBJECT: Proclamations – Friends of the Library Week

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

The issue before Council is to proclaim the week of October 20, 2013 as Friends of the Library Week. The Mayor received the following e-mail from Jackie Personeus, Sultan Library Branch Manager:

Dear Mayor Eslick,

In recognition of the essential work done by our Friends of the Library groups, the week of October 20, 2013 has been declared Friends of the Library Week at Sno-Isle.

Our community has a very dedicated Friends group who promote, encourage, and enhance the work of our local library. They raise dollars to bring quality programming for children, teens and adults, purchase Summer Reading books, and supply endless hours as advocates of reading, life-long learning and the library.

We are requesting your assistance in helping us celebrate the Friends by signing a declaration proclaiming the week of October 20, 2013 as Friends of the Sultan Library Week in Sultan.

The Mayor requests the Council join her in honoring and acknowledging the great work done by the Friends of the Library in Sultan.

**City of Sultan
Friends of the Library Week Proclamation**

WHEREAS, Friends of the Library groups are community-based groups of citizens who promote, encourage, and enhance the work of their local library; and

WHEREAS, in Sultan there is a Friends of the Library group; and

WHEREAS, this group raises funds annually to enhance the services of local libraries; and

WHEREAS, the members volunteer countless hours of service to their local library; and

WHEREAS, dedicated citizens assist the library in volunteering time, raising money and communicating the library's services; and

WHEREAS, Friends of the Sultan Library is vital to the enhancement of the library in Sultan; and

NOW THEREFORE, I Mayor Eslick, do hereby proclaim the week of October 20 2013 as

FRIENDS OF THE LIBRARY WEEK

in Sultan, and I urge all citizens to recognize and applaud their invaluable service.

Signed this 10th day of October, 2013

Carolyn Eslick, Mayor

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Presentation 3
DATE: October 10, 2013
SUBJECT: 2013 Distinguished Budget Award
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director *JK*

ISSUE:

The City of Sultan received the Washington Finance Officers Association Distinguished Budget Award for the 2013 Budget and at the 2013 WFOA conference was presented with a plaque and certificates.

SUMMARY:

This award is patterned after the Government Finance Officers' Program and is the highest form of recognition in fiscal planning and budgeting within the State of Washington. The budget document is judged on meeting program criteria covering policies, operations, financial planning and communications. In order to earn this award, the budget documents are critiqued by no less than two reviewers who have rated the document as meeting or exceeding a proficiency level.

The annual budget is prepared with input from staff, the Mayor and the Council all working together to create a comprehensive document for the public.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Presentation 4

DATE: October 10, 2013

SUBJECT: Statement of Support for Guard and Reserve *JK*

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The Washington Committee for Employer Support of the Guard and Reserve has requested the Mayor sign and display a Statement of Support certificate for the Guard and Reserve.

The first Statement of Support was signed on December 13, 1972 in the Office of the Secretary of Defense by the Chairman of the Board of General Motors. President Nixon was the first President to sign a Statement of Support, and in 2005 every federal Cabinet Secretary and all federal agencies signed a Statement of Support to signify their continuing efforts to be model employers.

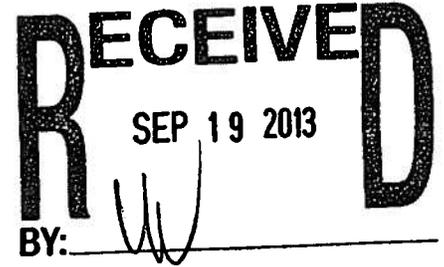
Since its inception, hundreds of thousands of employers have signed Statements of Support, pledging their support to Guard and Reserve employees.



WASHINGTON COMMITTEE FOR
EMPLOYER SUPPORT OF THE GUARD AND RESERVE
Building 3
Camp Murray, Washington 98430-5000

September 16, 2013

City of Sultan
Mayor Carolyn Eslick
PO Box 1199
Sultan, WA 98294



Dear Honorable Eslick,

The Washington Committee for Employer Support of the Guard and Reserve (ESGR) is a Department of Defense organization that seeks to promote a culture in which all American employers support and value the military service of their employees. We recognize outstanding support, increase awareness of the law, and resolve conflicts through mediation.

One way we provide public recognition for those employers who support their Guard and Reserve employees is by having them sign a Statement of Support certificate. This Statement of Support is an assurance by the employer that they fully recognize, honor, and enforce the law and they recognize and support their employees who serve as members of the Guard and Reserve.

We are encouraging all city Mayors to sign and display the enclosed Statement of Support certificate. Signing a Statement of Support certificate sends a positive message to your employees who serve in the Guard and Reserve and sets the example for other employers of Guard and Reserve members.

If you would like to arrange a small signing ceremony or have any questions about ESGR or the Statement of Support certificate, please feel free to contact our office at (253) 512-8468 or 1-877-306-1971.

Again, thank you for all you do for the men and women of the Guard and Reserve.

Sincerely,

Robert DeWald
State Chair
Washington Committee
Employer Support of Guard and Reserve



STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



City of Sultan

We recognize the Guard and Reserve are essential to the strength of our nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- Our managers and supervisors will have the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills Service members bring to the workforce and will encourage opportunities to hire Guardsmen, Reservists, and Veterans.
- We will continually recognize and support our country's Service members and their families in peace, in crisis, and in war.

Employer

James G. Rebholz
National Chair, ESGR

Leon E. Panetta
Secretary of Defense

Date





Sheriff Ty Trenary

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



Mayor Carolyn Eslick

+6

Notable Events of September 2013

On Wednesday the 4th of September, US Representative Susan DelBene came to town for a meeting. It was a meeting that took place in the Council Chambers and included 35 influential members of the recreational community with varied interests relating to tourism and access in the Sky Valley. I expressed our concerns with US 2 and its importance to the region and to the State. Specifically I suggested our bridges are too small and outdated and that our traffic signals are not synchronized and are not "backed-up" by battery systems in the event the power goes out.

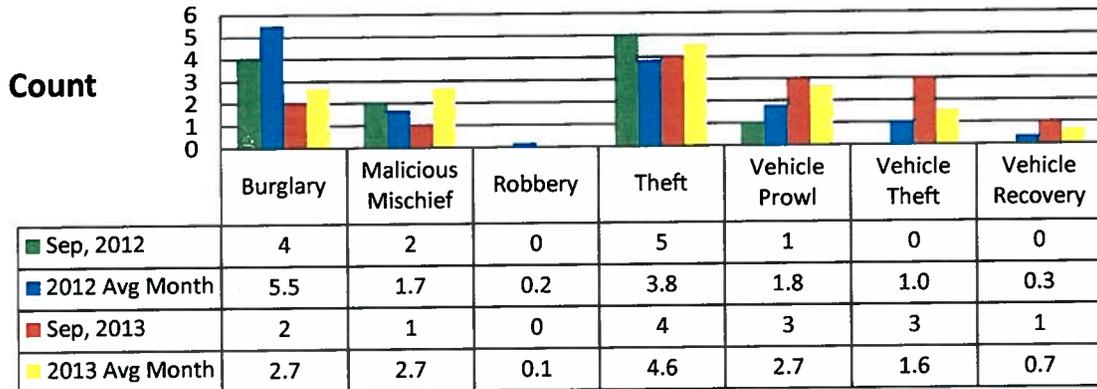
On September 10th, I attended the opening night of the Snohomish Citizen's Academy being hosted by the Snohomish County Sheriff's Office and the City of Snohomish. After that opening night, I decided that the Sheriff's Office would host a "Sky Valley Citizen's Academy" in Sultan to begin in February of 2014.

On September 18th, I attended the Sultan Block Watch meeting and had as a guest speaker, Pat Slack of the Snohomish Regional Drug and Gang Task Force. The meeting was not well attended but the information was outstanding. Commander Slack gave good information about the coming impacts and concerns of the new Washington State marijuana laws. We did have attendees from Index and from areas of unincorporated Snohomish County near the King County line.

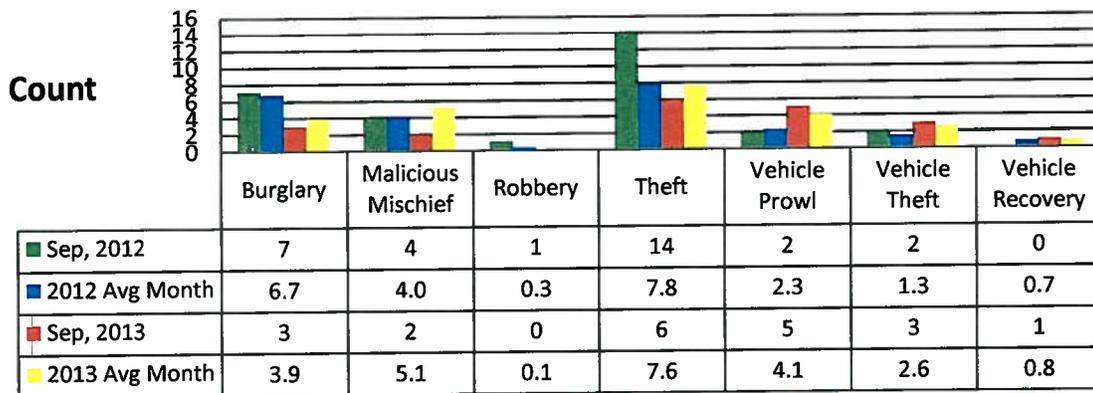
On September 25th, the City of Sultan, the Sultan School District and numerous volunteers from our great city executed the annual flood evacuation drill. The drill was well executed and there were no injuries. The Sheriff's Office assisted in the drill.

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.

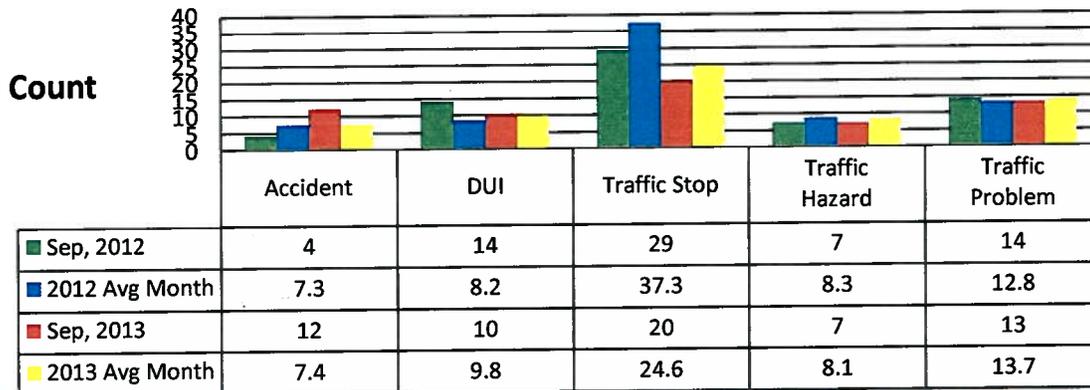
Property Crime - Sultan Reports and Arrests Made



Property Crime - Sultan All Dispositions

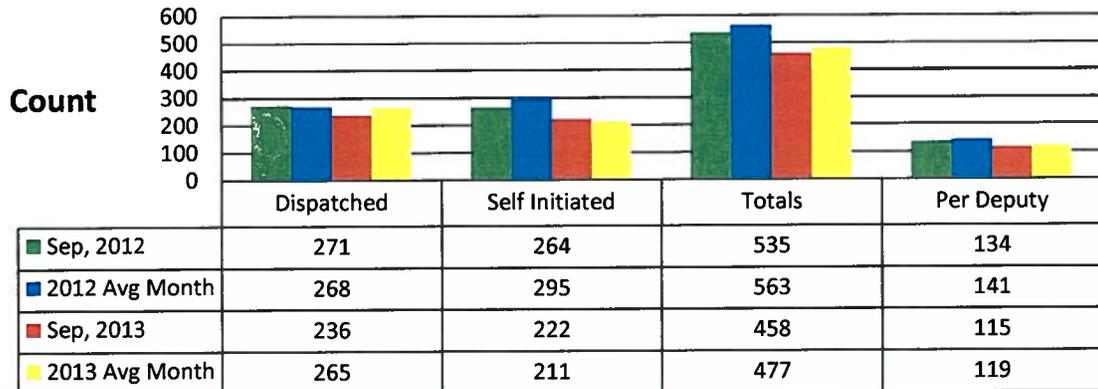


Traffic Calls - Sultan All Dispositions



Calls By Source - Sultan

All Dispositions



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)

Comparison of All Calls For Service

Event	Sep, 2012	2012 Total	2012 Avg Month	Sep, 2013	2013 Total	2013 Avg Month
ANI ALI Hang up/Open line	11	228	19.0	21	218	24.2
Abandoned Vehicle	2	44	3.7	2	21	2.3
Animal Control	12	92	7.7	5	73	8.1
Accident, Non priority	4	74	6.2	11	59	6.6
Accident, Priority	0	13	1.1	1	8	0.9
Administrative, Available	0	0	0.0	0	2	0.2
Administrative, Unavailable	0	7	0.6	1	9	1.0
Assist, Fire	3	50	4.2	6	45	5.0
Assist, Law Enforcement	7	97	8.1	10	85	9.4
Alarm, Non priority	3	97	8.1	2	51	5.7
Alarm ,Holdup	0	3	0.3	0	0	0.0
Alarm, Priority	0	5	0.4	2	5	0.6
Area Check	0	22	1.8	0	8	0.9
Arson	0	0	0.0	0	2	0.2
Assault, Non Priority	4	39	3.3	1	22	2.4
Assault, Priority	5	33	2.8	0	22	2.4
Assault, Weapon Involved	0	9	0.8	0	5	0.6
Attempt to Contact	0	0	0.0	0	2	0.2
Attempt to Locate	0	0	0.0	0	2	0.2
Fireworks	2	28	2.3	0	20	2.2
Bar Check	1	31	2.6	0	5	0.6
Burglary, Non priority	6	70	5.8	2	30	3.3

Burglary, Priority	1	10	0.8	1	5	0.6
Camping Violation	0	1	0.1	0	1	0.1
Crimes Against Children	0	31	2.6	1	14	1.6
Crimes Against Children, Pri	0	4	0.3	0	2	0.2
Civil Problem	4	98	8.2	6	67	7.4
CPS Referral	0	10	0.8	0	6	0.7
Death Investigation	0	4	0.3	0	1	0.1
Detail	0	1	0.1	0	0	0.0
Disturbance	27	192	16.0	12	129	14.3
Disturbance, Vehicle	3	6	0.5	0	6	0.7
DUI/DUI Emphasis	14	98	8.2	10	88	9.8
Domestic Violence, Priority	5	39	3.3	3	21	2.3
Domestic Violence, Weapon	0	3	0.3	0	0	0.0
Escort, Police	0	2	0.2	0	0	0.0
Family Problem	2	31	2.6	1	25	2.8
Follow up	59	791	65.9	53	455	50.6
Foot Patrol	0	22	1.8	0	26	2.9
Fraud/Checks/Bunco	2	20	1.7	1	22	2.4
Harassment	3	69	5.8	5	46	5.1
Impound (Vehicle)	1	2	0.2	0	2	0.2
Information/Advised	38	408	34.0	40	300	33.3
Juvenile Problem	14	72	6.0	1	37	4.1
Level 2 Operations, Limited	0	7	0.6	3	13	1.4
Mail In Complaint	0	6	0.5	1	3	0.3
Malicious Mischief, Non Priority	2	39	3.3	2	34	3.8
Malicious Mischief, Priority	2	9	0.8	0	12	1.3
Mental Commitment, Involuntary	0	2	0.2	1	2	0.2
Assist, Non Law	2	17	1.4	0	7	0.8
Noise Problem	5	66	5.5	9	50	5.6
Neighborhood Oriented Policing	7	85	7.1	3	37	4.1
Nuisance/Unwanted Guest	1	40	3.3	2	31	3.4
Assist, Public	6	110	9.2	6	86	9.6
Alarm, Panic	0	5	0.4	0	4	0.4
Paper Service (Court)	0	23	1.9	3	31	3.4
Party Complaint	4	13	1.1	3	5	0.6
Person, Missing/Runaway	7	34	2.8	4	22	2.4
Person, Missing Priority	0	2	0.2	0	7	0.8
Miscellaneous, Police	0	9	0.8	1	1	0.1
Property, Lost/Found/Recovered	3	48	4.0	3	35	3.9
Radar Emphasis	7	60	5.0	4	27	3.0
Robbery, Non Priority	0	0	0.0	0	1	0.1
Robbery, Bank	1	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	17	50	4.2	0	28	3.1
School Visit	0	0	0.0	1	23	2.6
Security Check	57	995	82.9	28	280	31.1
Shots Fired	0	15	1.3	0	11	1.2
Shots Fired, Priority	0	0	0.0	1	4	0.4
Special Operations	0	1	0.1	0	3	0.3
Subject Pursuit	0	0	0.0	1	1	0.1
School Resource Officer	38	301	25.1	56	289	32.1
Subject Stop	10	122	10.2	3	64	7.1
Stake Out	0	24	2.0	0	10	1.1
Substance Abuse	12	118	9.8	7	72	8.0
Suicide/Attempt	0	12	1.0	3	15	1.7
Suicide/Attempt, Priority	1	5	0.4	0	4	0.4
Suicide/Attempt, Weapon	0	4	0.3	0	0	0.0
Suspicious, Non Priority	25	481	40.1	27	343	38.1
Suspicious, Priority	5	112	9.3	8	65	7.2
Search Warrant	0	1	0.1	0	1	0.1
Traffic Stop	29	447	37.3	20	221	24.6
Traffic Control	0	2	0.2	0	0	0.0
Traffic Hazard	7	100	8.3	7	73	8.1
Theft, Non Priority	13	81	6.8	6	62	6.9
Theft, Priority	1	13	1.1	0	6	0.7
Training	2	34	2.8	2	28	3.1
Trespass, Report	2	20	1.7	2	11	1.2
Trespass, Priority	3	19	1.6	2	15	1.7
Traffic Problem	14	153	12.8	13	123	13.7
Vehicle Recovery	0	8	0.7	1	7	0.8
Vehicle Theft	2	14	1.2	3	23	2.6
Vehicle Theft, Priority	0	2	0.2	0	0	0.0
Violation Court Order	1	10	0.8	1	7	0.8
Violation Court Order, Priority	0	9	0.8	0	3	0.3
Vehicle Prowl	2	27	2.3	5	37	4.1
Warrant	12	107	8.9	9	73	8.1
Welfare Check	2	38	3.2	9	32	3.6
Totals	535	6759	563	458	4290	477

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



**Snohomish County
Sheriff's Office**

Integrity - Dignity - Commitment - Pride

**SULTAN HIGH SCHOOL and S.D. #311
SRO Report for the Month of September, 2013**

<u>Theft:</u>	1 SHS
<u>Substance:</u>	2 SHS
<u>Vandalism or Tagging:</u>	2 SHS
<u>Fighting/Threats:</u>	2 SMS
<u>Welfare or Truancy Check:</u>	2 SHS, 2 SMS, 1 SES, 1 GBE
<u>Suicide/Involuntary</u>	1 SMS
<u>Class Room Presentations:</u>	3 SHS, 1SES, 1GBE

The 2013-2014 school kicked off this month and it looks to be a great year for the Sultan School District. I made three presentations on the dangers of Sexting, at the high school, and talked with the Watchdog Dads at Sultan and Gold Bar Elementary Schools, about the importance of being involved with young students. The "Want More" campaign is picking up momentum and there will be a school assembly sometime this semester. The school district had their annual flood evacuation drill and I will be working this month to update the District's information in Rapid Responder. Sgt Parker from the Sheriff's Office School Services Unit (SSU), conducted a presentation to school officials on law enforcement and school administrators working together to make our schools safer during a critical incident.

Respectfully,

Jason Toner

Deputy J Toner #1509

Sultan School District Resource Officer

Duty Cell Phone 425-508-3904

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: S-2
DATE: October 10, 2013
SUBJECT: Community Service Officer
CONTACT PERSON: Robert Martin, Community Development Director
Victoria Forte', Community Service Officer

STAFF RECOMMENDATION:
Receive Report, no action required

BACKGROUND:
Code Enforcement Report

A handwritten signature or set of initials, possibly 'VF', written in black ink.

Project Lead	Start Date	Case #	Property Address	Owner Name	Diagonalized building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s)	Vehicle Disassembly	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					11.22.2011	11.28.2011		
Mayer	2.8.2012	12-407	Bakery "A" Frame Sign	Smith							x					2.14.2012	3.12.2013		
Bob	3.28.2012	12-423	14006 339th St SE	Wolter							x					4.3.2012	10.16.2012	1.3.2013	
Bob	5.22.2012	12-448	Vacant lot Salomon Run	Nelson			x	x								5.30.2012	7.24.2012	see 13-248	
	7.18.2012	12-488	1200 Bk SR2 @ SBR	Coastal			x	x		x						9.19.2012	11.20.2012		
	10.22.2012	12-508	806 Main Street	Gordon						x						5.2.2012	10.23.2012	12.16.2012	1.26.2013
Bob	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										11.13.2012	11.18.2012	1.8.2013	2.15.2013
	11.13.2012	12-517	100 10th Street	Clark						x						11.14.2012	1.22.2013	3.16.2013	4.16.2013
	12.18.2012	12-522	409 Main Street	Bucio-Ahor						x						12.19.2012			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
Bob	2.5.2013	13-302	312 Main Street	Walburn							x					2.25.2013	3.11.2013		4.30.2013
	2.5.2013	13-302	805 Stevens	New Concepts Prop Mngmt							x					2.26.2013	3.5.2013		3.18.2013
	2.5.2013	13-303	931 Stevens Ave	Boucher							x					2.12.2013	3.11.2013		3.6.2013
	2.5.2013	13-304	13917 310th 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		4.10.2013
	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	11.20.13 (request for)	5.29.2013	6.6.2013
	2.26.2013	13-309	102 2nd Street	Houener							x					2.26.2013			3.11.2013
	2.26.2013	13-310	202 Alder Ave	Boylan							x					2.26.2013	3.12.2013		8.11.2013
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			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	Diagonalized building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Grown Trees and Shrubs	Sight Obstruction(s)	Vehicle Disassembly	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	Meyer												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	Coesters							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			5.19.2013
	5.20.2013	13-323	305 Birch Ave	Latts							x					5.20.2013			unfided
	5.13.2013	13-324	106 4th Street	Meyer			x									5.13.2013			5.30.2013
	5.19.2013	13-325	4th/Fir	Siegal			x									5.13.2013	5.17.2013	8.12.2013	9.9.2013
	5.19.2013	13-236	512 1st Street	Meyer		x										5.19.2013 (L/M)	5.14.2013		5.20.2013
	5.20.2013	13-237	111 Main Street	Sultan III LLC												5.17.2013	5.21.2013		5.28.2013
	5.20.2013	13-238	202 4th Street	Talmadge			x	x								5.20.2013	6.20.2013	7.1.2013	7.17.2013
	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	Segrest			x									6.4.2013	8.6.2013		8.3.2013
	6.11.2013	13-246	511 9rd Street	Meyer			x									6.11.2013			7.1.2013
	6.11.2013	13-247	32533 Cascade View/Dr empty lot E. Salmon Run N.J.	Pure Foods Inc				x								6.11.2013	7.17.2013		8.5.2013
	6.12.2013	13-248	09958500009900	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	7.28.2013	9.8.2013	9.23.2013
	6.19.2013	13-250	923 Main Street	Schlicker							x					6.19.2013	6.21.2013		7.1.2013
6/26/2013	13-251	1399T Beach 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		

Project lead	Start Date	Case #	Property Address	Owner Name	Violation Type										1st	2nd	most recent	Final
					Dilapidated building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Crown Trees and Shrubs	Sight Obstruction(s) ROW	Vehicle Obstruction(s) ROW	Accumulation of Debris	No permits/Business License	Illegal building structure	ADU's / Inhabited trailer coaches				
	6.20.2013	13-253	210 1st Street	Figueroa			x								6.20.2013			7.1.2013
	6.24.2013	13-254	601 Alder Ave	Mackey			x	x							6.24.2013			7.1.2013
	6.24.2013	13-255	318 Willow	Wall			x								6.24.2013			6.1.2013
	6.24.2013	13-256	503 Lols Lane	pending repo			x	x							6.24.2013			
	6.24.2013	13-257	706 Salmon Run	GMAC Mortgage LLC/HUD			x	x							6.24.2013	8.2.2013	9.10.2013	
	6.24.2013	13-258	404 3rd Street	Flagstar Bank FSB			x	x							6.24.2013			8.6.2013
	7.1.2013	13-259	801 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				7.1.2013	8.2.2013		8.6.2013
	7.01.2013	13-262		Dyers							x				07.01.2013			7.2.2013
	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		8.6.2013
	7.17.2013	13-264	704 1st Street	NW Best Homes Mngmnt			x								7.18.2013	7.28.2013		8.6.2013
	7.17.2013	13-265	Cemetery Bell Park	City of Sultan			x								7.17.2013			8.2.2013
	7.17.2013	13-266	Cascade View Drive Easement	PUD			x								7.17.2013			
	7.18.2013	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 Silcks							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	Violation Type										1st	2nd	most recent	Final
					Dilapidated building/fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Crown Trees and Shrubs	Sight Obstruction(s) ROW	Vehicle Obstruction(s) ROW	Accumulation of Debris	No permits/Business License	Illegal building structure	ADU's / Inhabited trailer coaches				
	8.6.2013	13-279	skoglund estates	HOA			x	x							8.6.2013			9.3.2013
	8.6.2013	13-380	Steen Park	Green			x	x							8.6.2013	9.6.2013	9.13.2013	
	8.12.2013	13-381	311 4th	pending repo	x		x											
	8.20.2013	13-382	5th/High Ave	Kolash			x								8.20.2013			9.8.2013
	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	483 Fir Ave	Maberry					x						8.10.2013			
	9.17.2013	13-391	Lot E offst/N of High	Houston			x	x							9.17.2013			9.23.2013
	9.30.2013	13-392	811 7th Street	Freed			x				x				9.30.2013			
	9.30.2013	13-393	ixtapa building	windemere leasing agent											x	9.30.2013		
	9.30.2013	13-394	33818 SR2	Eastate Motors Inc											x			
	9.30.2013	13-395	Marcus Street duplex	Jessup			x				x				9.27.2013			
	9.30.2013	13-396	Hilcrest church/duplex	Neumann							x				x	9.23.2013	9.24.2013	
	9.30.2013	13-397	13516 310th Ave SE	Stevens							x							
	10.1.2013	13-398	314 Whispering Pine	Joanis							x				10.1.2013			
	10.1.2013	13-399	410 Cedar (Alley Way)								x							unfounded

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Hearing H-1
DATE: October 10, 2013
SUBJECT: Hearing on Ordinance 1173-13 – Moratorium on I-502
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is to have a hearing on Ordinance 1173-13 Moratorium on Initiative 502, adopted on August 22, 2013.

SUMMARY STATEMENT:

On November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, providing a framework under which marijuana producers, processors, and retailers can become licensed by the State of Washington.

Initiative 502 directs the Washington State Liquor Control Board (LCB) to develop rules and regulations to:

1. Determine the number of producers, processors and retailers of marijuana by county;
2. Develop licensing and other regulatory measures;
3. Issue licenses to producers, processors, and retailers at locations which comply with the Initiative's distancing requirements prohibiting such uses within one thousand feet of schools and other designated public facilities; and
4. Establish a process for the City to comment prior to the issuance of such licenses.

The LCB recently issued initial draft rules. The adoption of the draft rules has been delayed until mid-October to allow the LCB to incorporate the results of public hearings conducted across the State of Washington. The issuance of marijuana producer, processor and retail licenses to qualified applicants is expected in December, 2013.

Initiative-502 delegates authority to cities and towns to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes related to the production, processing, or dispensing of cannabis or cannabis products. The Sultan Municipal Code does not currently have specific provisions addressing licensing, producing, processing or retailing of recreational marijuana, and the regulations that the City will need to address them are uncertain pending the LCB's adoption of its licensing regulations and procedures.

The City adopted Ordinance 1173-13 on August 22, 2013 to impose a moratorium for a period of 6 months to allow for time to create and adopt zoning requirements as a result of Initiative 502 following the LCB's adoption of licensing regulations. The City needs to conduct a hearing to complete the adoption of Ordinance 1173-13 Moratorium on I-502.

Attachments: A. Ordinance 1173-13

ORDINANCE NO. 1173-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, ADOPTING A SIX-MONTH MORATORIUM WITHIN THE CITY OF SULTAN ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE OR CONTINUATION OF MARIJUANA PRODUCERS, PROCESSORS AND RETAILERS AS REGULATED OR PROPOSED TO BE REGULATED PURSUANT TO WASHINGTON STATE INITIATIVE 502; ESTABLISHING A WORK PLAN FOR THE CITY COUNCIL TO BRING CITY REGULATIONS INTO COMPLIANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, the City of Sultan has the authority to adopt a moratorium pursuant to RCW 35A.63.220; and

WHEREAS, on November 6, 2012, Initiative 502 was passed by the voters of the State of Washington, providing a framework under which marijuana producers, processors, and retailers can become licensed by the State of Washington; and

WHEREAS, Initiative 502 directs the Washington State Liquor Control Board (LCB) to develop rules and regulations to:

1. Determine the number of producers, processors and retailers of marijuana by county;
2. Develop licensing and other regulatory measures;
3. Issue licenses to producers, processors, and retailers at locations which comply with the Initiative's distancing requirements prohibiting such uses within one thousand feet of schools and other designated public facilities; and
4. Establish a process for the City to comment prior to the issuance of such licenses.

WHEREAS, the LCB recently issued initial draft rules, and is expected to adopt final rules in mid-August 2013 to begin issuance of marijuana producer, processor and retail licenses to qualified applicants in December, 2013; and

WHEREAS, Initiative 502 prohibits marijuana-related uses within 1,000 feet of certain uses and buildings, such as child care centers, public parks and recreation centers or facilities, but does not address whether LCB-licensed marijuana businesses must comply with land use and zoning restrictions of local jurisdictions; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, Section 69.51A.140 RCW, enacted as part of Washington's medical cannabis act, delegates authority to cities and towns to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes related to the production, processing, or dispensing of cannabis or cannabis products as exercises of the

City's police powers and does not necessarily limit such restrictions to medical marijuana-related uses; and

WHEREAS, the Sultan Municipal Code does not currently have specific provisions addressing licensing, producing, processing or retailing of recreational marijuana; and

WHEREAS, marijuana production, processing, and retailing uses must be addressed in the City's zoning code, but the land use and secondary impacts of these uses are still largely unknown and the regulations that the City will need to address them are uncertain pending the LCB's adoption of its licensing regulations and procedures; and

WHEREAS, unless the City acts immediately to address marijuana-related uses, such uses may be able to locate in the city without regulation and thereby have adverse impacts on the city and its citizens; and

WHEREAS, the City deems it in the public interest to impose a moratorium for a period of six months in order to investigate this issue further and obtain regulatory clarity and guidance from the LCB's rules;

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

Section 1. Preliminary Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of the moratorium. The City Council may, in its discretion, adopt additional findings at the conclusion of the public hearing referenced in Section 5 below.

Section 2. – Moratorium Imposed. Pursuant to the provisions of Article 11, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, the City hereby establishes a moratorium for a term of six (6) months, during which the following is prohibited within the City of Sultan: the establishment, location, operation, licensing, maintenance, or continuation of any marijuana producer, processor, and/or retailer, whether for profit or not for profit, asserted to be authorized or actually authorized under Washington Initiative No. 502 or any other laws of the state of Washington. Further, no building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above, and no business license shall be granted or accepted while this moratorium is in effect. Any land use permits, business licenses or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force or effect. As used in this ordinance, the following terms have the meanings set forth below:

A. "Marijuana" or "Cannabis" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

B. "Marijuana processor" means a person licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

C. "Marijuana producer" means a person licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

D. "Marijuana retailer" means a person licensed by the state liquor control board to sell useable marijuana and marijuana-infused products in a retail outlet.

E. "Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include useable marijuana.

F. "Useable marijuana" means dried marijuana flowers. The term "useable marijuana" does not include marijuana-infused products.

G. "Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

Section 3. – No Nonconforming Uses. No use that constitutes or purports to be a marijuana producer, marijuana processor, or marijuana retailer as those terms are defined in this ordinance, that was engaged in that activity prior to the enactment of this ordinance shall be deemed to have been a legally established use under the provisions of the Sultan Municipal Code and that use shall not be entitled to claim legal nonconforming status.

Section 4. – Effective Period for the Moratorium. The moratorium set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire at the conclusion of that six-month period unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the city council.

Section 5. – Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, within sixty (60) days of the passage of this Ordinance the City Council will hold a public hearing on this moratorium in order to take public testimony and to consider adopting further findings.

Section 6. – Referral to Staff. The Community Development Director and/or his/her designee is hereby authorized and directed to develop appropriate land use regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code. The Deputy Finance Director and/or his/her designee is hereby authorized and directed to develop appropriate business licensing and other regulations pursuant to Washington law, as it now exists or as it may be amended during the term of this moratorium, for review and recommendation for inclusion in the zoning regulations or other provisions of the Sultan Municipal Code.

Section 7. – Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 8. – Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 9. – Effective Date. The City Council hereby finds and declares that there is a potential that persons seeking to engage in marijuana uses could claim vesting under Washington Initiative No. 502 and/or that the presence of any marijuana uses in the City of Sultan could have negative secondary effects if not first addressed by adequate and appropriate regulations, and that, therefore, an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

ADOPTED BY THE CITY COUNCIL OF SULTAN, WASHINGTON THIS 22 DAY OF August, 2013, AND SIGNED INTO AUTHENTICATION THIS 22DAY OF August, 2013.

APPROVED:

Carolyn Eslick, Mayor

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

ATTEST/AUTHENTICATED:

Laura Koenig, City Clerk

Introduction:
Final Action:
Posted:

Published:

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: October 10, 2013
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director



SUMMARY:

Attached are the minutes of the September 26, 2013 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted

CITY OF SULTAN COUNCIL MEETING – September 26, 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 (late – 7:45 PM) and Beeler.

CHANGES/ADDITIONS TO THE AGENDA:

Consent: Add excused absence for Councilmember Beeler for October 10, 2013 meeting.

PRESENTATIONS:**Wastewater Treatment Plant Plaque Presentation**

The Washington State Department of Ecology has identified the Sultan Wastewater Treatment Plant as a recipient for the “2012 Wastewater Treatment Plant Outstanding Performance” award.

Of approximately 300 wastewater treatment plants statewide, Sultan’s plant is one of 108 plants that achieved full compliance with its discharge permit in 2012.

Ecology recognizes the extraordinary level of effort Sultan’s Wastewater Treatment Plant committed operators have shown by maintaining a wastewater treatment plant in top-running order 24-hours a day, 365-days a year. This also takes strong support from the Mayor, Council, management, administrative staff and the community it serves.

Mick Matheson, Public Works Director, honored the Wastewater Treatment Plant Operators

- John Harris started at the City of Sultan March 2001 training under an L & I preferred worker-training program. John has been employed by the City of Sultan since May 20, 2002 as a Wastewater Treatment Operator, he received his certificate for Wastewater Treatment Plant Operator II June 7, 2007
- Todd Strom employed by the City of Sultan since April 3, 2006, then transferring to the Wastewater Treatment Plant in May 2008. In March 28, 2008 Todd received his Wastewater Treatment Plant Operator I Certificate

COMMENTS FROM THE PUBLIC:

Ray George: For the solar panels, was the fire department invited to review the proposal? If there is a fire, they might to cut holes in the roof and solar panels cannot be shut off like electricity.

Wayne Moss: Reported a street light out at 2nd and Alder and it was replaced with a low energy LED light and the area is well lit now. October is tourist season on US 2 and election season. The city has been blighted by campaign signs along highway and down Main Street. Yard signs are great for name recognition but the number of signs in the island looks terrible. The candidates can get a list of voters and request permission to put the signs in yards. The city is trying to attract business and to help, he donated driftwood landscaping at 5th and Main Street. The city needs to put on a good face to promote tourism and the number of signs make Main Street look bad.

Frank Linth: As a Realtor, he is fond of signage but he drove down Main Street and there are 26 campaign signs – 14 belong to Kay George. This looks demeaning, creates litter and hinders maintenance. He would like the city council to consider when, where and how signs can be placed. Perhaps there are people campaigning that have supporters that need to be reminded of their name every 10 feet. Signs also need to be picked up after the election. Would like the city to address the problem.

COUNCILMEMBER COMMENTS

Marshall: High Street looks good – no holes.

CITY OF SULTAN COUNCIL MEETING – September 26, 2013

Slawson: Snohomish County Tomorrow had a presentation on the rail line proposed between Everett and Renton. The train will service will include passenger commuting during the day and tourism activities such as a dinner train in the evenings. Recommended Sultan endorses the project.

Kay George: Great to be back, thanks to Mr. Beeler for making motion to allow her husband to replace her. She was in Yuma Arizona and the water and sewer lines are all private. They have one vactor truck run by two people for 17,000 households. Sultan is looking at the purchase of a vactor truck and it would be more affordable to rent for now. Hopes to see everyone at the Celebration for return of salmon is on Saturday. She has been hearing from ratepayers about bridge project and the cost is a concern. The city needs to look at costs and have funds lined up before spending any money. They are spending \$600,000 on design and 20% is paid by the ratepayers. The city does not need the footbridge but they do need the utility pipes and the projects should not be tied together. She voter against spending money for the utility pipe design as there are legitimate concerns that the ratepayers will be stuck with the bill. (Councilmember Slawson requested a list of the concerned ratepayers that had contacted Ms. George and she advised that she does not have the list).

Davenport-Smith: Two years ago there was an article in paper advising the city was requesting money for design. The Sky Valley Coalition had meeting last week and the youth coalition is ready to tape their presentation "Want More" for the High School. They will have two presentations during lunch to involve students.

Neigel: Attended block watch and Pat Slack (Snohomish County Drug Task Force) was very informative about the marijuana issue. He has not been to Yuma Arizona but would like to know how a vactor truck be used different here.

Mick Matheson: They would use it for water main break to the limit area that needs to dug up and make the project safer and quicker; jet sewer and storm lines; vactor manholes and plugged lines. They must use other's peoples vactor trucks now and if they are not available, such as emergency in the middle of the night, they use manpower. The ground moves here more than in a drier area. Water lines are asphalt cement and they always replace with ductile iron.

Beeler: The city does not get money off the annual wastewater plant permit, but we aren't fined for non-compliance. Gun range – how do the naked people feel about it?

Slawson: The nudist colony wanted a range but not that close - it is 1.3 miles away. They have dropped the lawsuits and they will continue to do sound tests. Did test shots and they could not hear them. There will always be people who don't like it.

Beeler: At the Snohomish County Cities meeting, they discussed the transportation budget which may come back at a special session in November. We need to promote our projects at the dinner in October, as the State representatives will be present. The priorities are transportation, public records requests and economic development. They need to let the State representatives know what the citizens want.

Mayor Eslick: The evacuation drill held on Wednesday took 36 minutes and the debrief included the school principals. They made the presentation on the IPZ application last week and will hear next week if they will receive funding. Building is beginning to move and the city has permits pending for a 40-unit apartment unit, one house and a business expansion. The Veterans Day Celebration will be held on November 11th and they need volunteers and donations.

CITY OF SULTAN COUNCIL MEETING – September 26, 2013

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

1. Animal Control
2. Planning Board Minutes
3. Grants
4. Public Works
5. Public Works Field Supervisor

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

- 1) Approval of the September 12, 2013 Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$435,572.53 and payroll through September 13, 2013, in the amount of \$41,875.21 to be drawn and paid on the proper accounts.
- 3) Excused absence of Councilmember Beeler from the October 10, 2013 Council meeting.

ACTION ITEMS:**Tourism Grant**

Snohomish County Tourism has called for proposals in the 2014 Tourism Promotion Assistance Program Funding Cycle. City staff is seeking Council approval to submit a grant application to place two community promotional signs. The recommended placement of the signs is at the corner of 4th and US 2 by the Post Office and the intersection of US 2 and Main Street in the traffic calming island. There is a 25% match which can be met with in-kind labor. Snohomish County Tourism limits the grant request to \$10,000 and the budget will be developed within that amount. The application deadline is October 7, 2013 and requires documentation of Council approval in the City Council minutes.

On a motion by Councilmember Beeler, seconded by Councilmember Blair, staff was directed to apply for a Snohomish County Promotion Assistance Program Grant for placement of two business and community promotional signs adjacent to US 2 in Sultan.

2014 Budget Schedule

The issue before Council is to set the schedule for the November and December Council meetings and budget hearings.

Staff recommends:

- 1) The Budget Retreat set for October 5th be rescheduled due to a conflict with use of the meeting room. Alternate dates would be October 15 and 17 (evenings) or October 19th all day.
- 2) Council approves the public hearing schedules for the 2014 budget and 2013 budget amendments.
- 3) The dates of the November meetings are changed from November 14th and 27th to November 7th and 21st.
- 4) The dates of the December meetings are changed from December 12 and 26th to December 5th and 19th. The second meeting could be cancelled if the 2014 budget is adopted on December 5, 2013.
- 5) Council set a sub-committee meeting for December 30, 2013 to review the vouchers for payment prior to year-end.

CITY OF SULTAN COUNCIL MEETING – September 26, 2013

On a motion by Councilmember George, seconded by Councilmember Beeler, the budget retreat was set for October 19, 2013 and the revised meeting schedule and budget hearings were approved. All ayes.

Solar Panel Project Bid Award and Contract

The issue before the council is to authorize the Mayor to sign a contract with NW Wind & Solar for the installation of solar panels on the roof of 319 Main Street, a monitoring package, and permanent signage.

Staff recommended the Council award the bid to NW Wind & Solar and authorize the Mayor to sign the contract. This will include:

- 10.8 kW solar and electrical (Made in the USA) panels, purchase and installation, inverter, racking and on line monitoring.
- Monitoring Package; Flatscreen TV Monitor, Computer, and display in the lobby.
- Sign Allowance; Design, supply and install permanent signage by the monitor.
- To be installed by December 5, 2013.

On a motion by Councilmember Blair, seconded by Councilmember Marshall, the bid was accepted and the Mayor was authorized to sign a contract with NW Wind and Solar for an amount not to exceed \$47,481 plus sales tax without prior written authorization from the Council. All ayes.

Greens Estate Developer Agreement

The issue is the adoption of Resolution 13-5, authorizing the Mayor to sign the Second Amendment to the Greens Estates PUD Developer Agreement of October 22, 2009 to extend the Preliminary Approval of Greens Estates PUD from February 27, 2015 to February 27, 2018 to coincide with expiration of the underlying Greens Estate Subdivision.

Greens Estates is an approved Subdivision Preliminary Plat, and an approved overlying Planned Unit Development (PUD). Under the Sultan Municipal Code, these two land division components have separate permits that expire at different times. This proposal is the second extension requested by the developer to keep the PUD expiration date in step with the Preliminary Subdivision Plat expiration date.

Craig Sears: He also has the Skoglund Estate plat and they have kept the plats looking nice but making sure they are mowed and cleaned. He would like to wait until the houses complete before doing the final lift of asphalt. There is still a high inventory of lots between here and Everett and that is a problem for now. There are hopeful signs for revival of the housing market in the county and he is look forward to building.

On a motion by Councilmember Slawson, seconded by Councilmember George, Resolution 13-05 to extend the Preliminary approval of the Greens Estate PUD to February 27, 2018 was adopted. All ayes.

PUBLIC COMMENTS

Ray George: There is a plant in Moses Lake that produces the solar panels. You hear about free electrical but it takes a lot of electricity to produce the panels. In the article two years ago about requesting money, they told the reporter the bridge was expected to cost 300,000/100,000 for engineer. Cost has inflated.

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT

Mick Matheson: The \$100,000 was never intended to be the total design cost; it was seed money only. The \$417,000 from STP which was the maximum amount available and it will be used for the Sultan Basin Road SBR overlay and for bridge design. There is still not enough money for the entire design.

CITY OF SULTAN COUNCIL MEETING – September 26, 2013

George: The article says there are counts on the numbers on people who use the current bridge but Mr. Gibson sent e-mail noting there is one person per hour. Need pipes for the sewer plant but the citizens are concerned about tying the two projects together. Have to pay for both.

Beeler: The idea was to tie the projects together because there is a need for a bridge and sewer line. They need to go over or under the river for sewer line. Discussed cost and there were no definite answers and they asked for money for design as starting point. He understands the cost creep issue on projects. \$100,000 was the seed money to get the project moving. Have good idea of estimated costs and need to stay firm.

Slawson: There is a reason the bridge is not used, it is too narrow and people are scared to use it. There is one woman who uses the bus to ride from one side of town to other because her wheel chair can't cross safely.

Adjournment: On a motion by Councilmember Marshall, seconded by Councilmember Davenport-Smith, the meeting adjourned at 8:30 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: October 10, 2013
SUBJECT: Voucher Approval
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director *JK*

SUMMARY:

Attached are the vouchers for approval in the amount of \$55,758.03 and payroll through September 13, 2013, in the amount of \$87,363.03 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$143,121.06

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
October 10, 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 #28504-512	\$ 6,004.20
Direct Deposit #20	\$ 27,015.47
Benefits Check #502-03,13-19	\$ 42,678.25
Tax Deposit #PR 19	\$ 11,665.11
Accounts Payable Checks #28520-557	\$ 55,758.03
ACH Transactions - DOR	\$
 TOTAL	 \$ 143,121.06

Kenneth Marshall, Councilmember

Steve Slawson, Councilmember

Kay George, Councilmember

Sarah Davenport-Smith, Councilmember

Joseph Neigel, Councilmember

Kristina Blair, Councilmember

Jeffrey Beeler, Councilmember

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
28502	09/23/2013	GENERAL FUND	PERS Payable	Department of Retirement	78.23
28502	09/23/2013	GENERAL FUND	PERS Payable	Department of Retirement	42.56
28502	09/23/2013	GENERAL FUND	PERS Payable	Department of Retirement	387.46
28502	09/23/2013	STREET FUND	PERS Payable	Department of Retirement	173.19
28502	09/23/2013	CEMETERY FUND	PERS Payable	Department of Retirement	19.53
28502	09/23/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	25.40
28502	09/23/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement	478.86
28502	09/23/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement	488.12
28502	09/23/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	251.66
28502	09/23/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	172.37
28502	09/23/2013	GENERAL FUND	PERS Payable	Department of Retirement	726.50
28502	09/23/2013	STREET FUND	PERS Payable	Department of Retirement	326.35
28502	09/23/2013	CEMETERY FUND	PERS Payable	Department of Retirement	36.48
28502	09/23/2013	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	47.41
28502	09/23/2013	UTILITY WATER FUND	PERS Payable	Department of Retirement	897.28
28502	09/23/2013	UTILITY SEWER FUND	PERS Payable	Department of Retirement	914.51
28502	09/23/2013	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	472.89
28502	09/23/2013	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	324.66
28503	09/23/2013	GENERAL FUND	Deferred Comp Payable	Department of Retirement	225.26
28503	09/23/2013	STREET FUND	Deferred Comp Payable	Department of Retirement	78.50
28503	09/23/2013	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	3.75
28503	09/23/2013	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	9.01
28503	09/23/2013	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	255.99
28503	09/23/2013	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	345.51
28503	09/23/2013	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	100.73
28503	09/23/2013	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	81.25
28513	10/02/2013	CEMETERY FUND	AFLAC Payable	AFLAC	0.07
28513	10/02/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.93
28513	10/02/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.00
28513	10/02/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC	0.05
28513	10/02/2013	CEMETERY FUND	AFLAC Payable	AFLAC	0.16
28513	10/02/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.77
28513	10/02/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.80
28513	10/02/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC	0.17
28513	10/02/2013	CEMETERY FUND	AFLAC Payable	AFLAC	0.07
28513	10/02/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.92
28513	10/02/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC	8.00
28513	10/02/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC	0.06
28513	10/02/2013	CEMETERY FUND	AFLAC Payable	AFLAC	0.16
28513	10/02/2013	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.78
28513	10/02/2013	UTILITY SEWER FUND	AFLAC Payable	AFLAC	25.80
28513	10/02/2013	STORMWATER UTILITY FUND	AFLAC Payable	AFLAC	0.16

28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	-42.89
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	16.76
28514	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.76
28514	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.39
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	30.57
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	28.91
28514	10/02/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	17.83
28514	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	16.87
28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	32.11
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.46
28514	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.70
28514	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.66
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	186.86
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	103.18
28514	10/02/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	67.71
28514	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	38.64
28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	-45.50
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.67
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.68
28514	10/02/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.68
28514	10/02/2013	GENERAL FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	-42.92
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	16.74
28514	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.77
28514	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.37
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	30.59
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	28.92
28514	10/02/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	17.81
28514	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	16.86
28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	32.10
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.48
28514	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	-4.69
28514	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.66
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	186.88
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	103.17
28514	10/02/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	67.70
28514	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	38.64
28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	882.50
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	446.74
28514	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	133.98
28514	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	63.23
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4,193.02
28514	10/02/2013	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2,653.46
28514	10/02/2013	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	1,923.45
28514	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	951.77
28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	45.49
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.68
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.68
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	2.68

28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,224.40
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	592.55
28514	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	27.77
28514	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	90.65
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	960.72
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	890.54
28514	10/02/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	476.56
28514	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	528.28
28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,140.69
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	67.10
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	67.11
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	67.09
28514	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.03
28514	10/02/2013	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.23
28514	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.60
28514	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.68
28514	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.93
28514	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	11.09
28514	10/02/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	8.04
28514	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.34
28514	10/02/2013	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	1,002.83
28515	10/02/2013	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.39
28515	10/02/2013	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.77
28515	10/02/2013	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.92
28515	10/02/2013	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.40
28515	10/02/2013	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.52
28515	10/02/2013	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.40
28515	10/02/2013	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.76
28515	10/02/2013	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.92
28515	10/02/2013	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.40
28515	10/02/2013	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.52
28516	10/02/2013	GENERAL FUND	L&I Payable	Department of Labor & Industries	27.81
28516	10/02/2013	STREET FUND	L&I Payable	Department of Labor & Industries	18.97
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	Department of Labor & Industries	52.56
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	Department of Labor & Industries	50.35
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	Department of Labor & Industries	39.13
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	Department of Labor & Industries	10.88
28516	10/02/2013	GENERAL FUND	L&I Payable	Department of Labor & Industries	86.40
28516	10/02/2013	STREET FUND	L&I Payable	Department of Labor & Industries	69.71
28516	10/02/2013	CEMETERY FUND	L&I Payable	Department of Labor & Industries	11.75
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	Department of Labor & Industries	12.31
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	Department of Labor & Industries	193.37
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	Department of Labor & Industries	186.71
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	Department of Labor & Industries	143.98
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	Department of Labor & Industries	34.47
28516	10/02/2013	GENERAL FUND	L&I Payable	Department of Labor & Industries	29.00
28516	10/02/2013	STREET FUND	L&I Payable	Department of Labor & Industries	18.10
28516	10/02/2013	CEMETERY FUND	L&I Payable	Department of Labor & Industries	3.19

28516	10/02/2013	UTILITY WATER FUND	L&I Payable	55.11
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	47.19
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	38.74
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	10.34
28516	10/02/2013	GENERAL FUND	L&I Payable	91.43
28516	10/02/2013	STREET FUND	L&I Payable	66.16
28516	10/02/2013	CEMETERY FUND	L&I Payable	11.94
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	11.65
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	203.06
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	174.21
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	142.10
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	32.30
28516	10/02/2013	STREET FUND	L&I Payable	21.89
28516	10/02/2013	CEMETERY FUND	L&I Payable	3.68
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	3.61
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	44.69
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	12.82
28516	10/02/2013	GENERAL FUND	L&I Payable	81.23
28516	10/02/2013	STREET FUND	L&I Payable	79.19
28516	10/02/2013	CEMETERY FUND	L&I Payable	13.56
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	13.34
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	236.41
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	157.21
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	168.17
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	41.17
28516	10/02/2013	GENERAL FUND	L&I Payable	26.79
28516	10/02/2013	STREET FUND	L&I Payable	21.48
28516	10/02/2013	CEMETERY FUND	L&I Payable	3.61
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	64.01
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	43.02
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	45.62
28516	10/02/2013	GENERAL FUND	L&I Payable	27.27
28516	10/02/2013	STREET FUND	L&I Payable	18.13
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	53.36
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	51.38
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	43.65
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	10.89
28516	10/02/2013	GENERAL FUND	L&I Payable	82.16
28516	10/02/2013	STREET FUND	L&I Payable	65.89
28516	10/02/2013	CEMETERY FUND	L&I Payable	13.14
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	11.15
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	194.44
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	189.31
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	159.83
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	33.56
28516	10/02/2013	GENERAL FUND	L&I Payable	27.77
28516	10/02/2013	STREET FUND	L&I Payable	17.94
28516	10/02/2013	CEMETERY FUND	L&I Payable	61.11

28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	Department of Labor & Industries	52.39
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	Department of Labor & Industries	41.43
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	Department of Labor & Industries	11.28
28516	10/02/2013	GENERAL FUND	L&I Payable	Department of Labor & Industries	90.15
28516	10/02/2013	STREET FUND	L&I Payable	Department of Labor & Industries	65.76
28516	10/02/2013	CEMETERY FUND	L&I Payable	Department of Labor & Industries	12.00
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	Department of Labor & Industries	10.79
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	Department of Labor & Industries	226.67
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	Department of Labor & Industries	194.81
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	Department of Labor & Industries	152.72
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	Department of Labor & Industries	35.96
28516	10/02/2013	GENERAL FUND	L&I Payable	Department of Labor & Industries	26.73
28516	10/02/2013	STREET FUND	L&I Payable	Department of Labor & Industries	18.60
28516	10/02/2013	CEMETERY FUND	L&I Payable	Department of Labor & Industries	2.99
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	Department of Labor & Industries	3.07
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	Department of Labor & Industries	39.49
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	Department of Labor & Industries	40.02
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	Department of Labor & Industries	39.48
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	Department of Labor & Industries	11.17
28516	10/02/2013	GENERAL FUND	L&I Payable	Department of Labor & Industries	83.10
28516	10/02/2013	STREET FUND	L&I Payable	Department of Labor & Industries	68.33
28516	10/02/2013	CEMETERY FUND	L&I Payable	Department of Labor & Industries	11.23
28516	10/02/2013	BUILDING MAINTENANCE FUND	L&I Payable	Department of Labor & Industries	11.51
28516	10/02/2013	UTILITY WATER FUND	L&I Payable	Department of Labor & Industries	142.34
28516	10/02/2013	UTILITY SEWER FUND	L&I Payable	Department of Labor & Industries	146.31
28516	10/02/2013	UTILITY GARBAGE FUND	L&I Payable	Department of Labor & Industries	144.90
28516	10/02/2013	STORMWATER UTILITY FUND	L&I Payable	Department of Labor & Industries	35.84
28516	10/02/2013	GENERAL FUND	L&I Payable	Department of Labor & Industries	265.65
28517	10/02/2013	STREET FUND	Employment Security Payable	Employment Security Department	110.46
28517	10/02/2013	CEMETERY FUND	Employment Security Payable	Employment Security Department	13.65
28517	10/02/2013	BUILDING MAINTENANCE FUND	Employment Security Payable	Employment Security Department	16.29
28517	10/02/2013	UTILITY WATER FUND	Employment Security Payable	Employment Security Department	302.02
28517	10/02/2013	UTILITY SEWER FUND	Employment Security Payable	Employment Security Department	296.30
28517	10/02/2013	UTILITY GARBAGE FUND	Employment Security Payable	Employment Security Department	178.51
28517	10/02/2013	STORMWATER UTILITY FUND	Employment Security Payable	Employment Security Department	104.36
28517	10/02/2013	GENERAL FUND	Employment Security Payable	Employment Security Department	263.37
28517	10/02/2013	STREET FUND	Employment Security Payable	Employment Security Department	106.48
28517	10/02/2013	CEMETERY FUND	Employment Security Payable	Employment Security Department	13.02
28517	10/02/2013	BUILDING MAINTENANCE FUND	Employment Security Payable	Employment Security Department	15.50
28517	10/02/2013	UTILITY WATER FUND	Employment Security Payable	Employment Security Department	296.81
28517	10/02/2013	UTILITY SEWER FUND	Employment Security Payable	Employment Security Department	294.44
28517	10/02/2013	UTILITY GARBAGE FUND	Employment Security Payable	Employment Security Department	173.24
28517	10/02/2013	STORMWATER UTILITY FUND	Employment Security Payable	Employment Security Department	101.55
28517	10/02/2013	GENERAL FUND	Employment Security Payable	Employment Security Department	258.62
28517	10/02/2013	STREET FUND	Employment Security Payable	Employment Security Department	108.02
28517	10/02/2013	CEMETERY FUND	Employment Security Payable	Employment Security Department	13.35
28517	10/02/2013	BUILDING MAINTENANCE FUND	Employment Security Payable	Employment Security Department	15.82
28517	10/02/2013	UTILITY WATER FUND	Employment Security Payable	Employment Security Department	313.25

28517	10/02/2013	UTILITY SEWER FUND	Employment Security Payable	Employment Security Department	293.39
28517	10/02/2013	UTILITY GARBAGE FUND	Employment Security Payable	Employment Security Department	174.20
28517	10/02/2013	STORMWATER UTILITY FUND	Employment Security Payable	Employment Security Department	102.26
28517	10/02/2013	GENERAL FUND	Employment Security Payable	Employment Security Department	263.53
28517	10/02/2013	STREET FUND	Employment Security Payable	Employment Security Department	107.80
28517	10/02/2013	CEMETERY FUND	Employment Security Payable	Employment Security Department	13.47
28517	10/02/2013	BUILDING MAINTENANCE FUND	Employment Security Payable	Employment Security Department	15.69
28517	10/02/2013	UTILITY WATER FUND	Employment Security Payable	Employment Security Department	298.21
28517	10/02/2013	UTILITY SEWER FUND	Employment Security Payable	Employment Security Department	291.00
28517	10/02/2013	UTILITY GARBAGE FUND	Employment Security Payable	Employment Security Department	180.51
28517	10/02/2013	STORMWATER UTILITY FUND	Employment Security Payable	Employment Security Department	102.51
28517	10/02/2013	GENERAL FUND	Employment Security Payable	Employment Security Department	265.15
28517	10/02/2013	STREET FUND	Employment Security Payable	Employment Security Department	108.04
28517	10/02/2013	CEMETERY FUND	Employment Security Payable	Employment Security Department	13.45
28517	10/02/2013	BUILDING MAINTENANCE FUND	Employment Security Payable	Employment Security Department	15.85
28517	10/02/2013	UTILITY WATER FUND	Employment Security Payable	Employment Security Department	315.03
28517	10/02/2013	UTILITY SEWER FUND	Employment Security Payable	Employment Security Department	292.96
28517	10/02/2013	UTILITY GARBAGE FUND	Employment Security Payable	Employment Security Department	175.47
28517	10/02/2013	STORMWATER UTILITY FUND	Employment Security Payable	Employment Security Department	103.78
28517	10/02/2013	GENERAL FUND	Employment Security Payable	Employment Security Department	265.93
28517	10/02/2013	STREET FUND	Employment Security Payable	Employment Security Department	110.14
28517	10/02/2013	CEMETERY FUND	Employment Security Payable	Employment Security Department	13.39
28517	10/02/2013	BUILDING MAINTENANCE FUND	Employment Security Payable	Employment Security Department	16.23
28517	10/02/2013	UTILITY WATER FUND	Employment Security Payable	Employment Security Department	295.77
28517	10/02/2013	UTILITY SEWER FUND	Employment Security Payable	Employment Security Department	297.67
28517	10/02/2013	UTILITY GARBAGE FUND	Employment Security Payable	Employment Security Department	176.03
28517	10/02/2013	STORMWATER UTILITY FUND	Employment Security Payable	Employment Security Department	105.45
28517	10/02/2013	UTILITY WATER FUND	Employment Security Payable	Employment Security Department	52.96
28518	10/02/2013	GENERAL FUND	Employment Security Payable	Employment Security Department	48.05
28518	10/02/2013	STREET FUND	Union Dues Payable	Teamsters Local Union #763	15.33
28518	10/02/2013	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.91
28518	10/02/2013	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	2.41
28518	10/02/2013	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	85.55
28518	10/02/2013	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	79.13
28518	10/02/2013	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	52.02
28518	10/02/2013	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	22.10
28518	10/02/2013	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	48.05
28518	10/02/2013	STREET FUND	Union Dues Payable	Teamsters Local Union #763	15.31
28518	10/02/2013	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.93
28518	10/02/2013	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	2.40
28518	10/02/2013	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	85.57
28518	10/02/2013	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	79.13
28518	10/02/2013	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	52.01
28518	10/02/2013	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	22.10
28519	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	36.35
28519	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	36.35
28519	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	218.09
28519	10/02/2013	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	91.62

28519	10/02/2013	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	23.23
28519	10/02/2013	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	14.53
28519	10/02/2013	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	468.20
28519	10/02/2013	UTILITY SEWER FUND	Med/Dental/Vis Payable	Washington Teamsters Trust	394.07
28519	10/02/2013	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	331.49
28519	10/02/2013	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Trust	130.87
28520	10/10/2013	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Washington Teamsters Trust	11,713.50
28521	10/10/2013	UTILITY WATER FUND	Miscellaneous	Allied Waste Services	120.00
28521	10/10/2013	UTILITY WATER FUND	Miscellaneous	AM Test	25.00
28522	10/10/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	485.27
28522	10/10/2013	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	59.24
28522	10/10/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	223.16
28522	10/10/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	14.61
28522	10/10/2013	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	14.60
28522	10/10/2013	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	14.61
28523	10/10/2013	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	323.14
28524	10/10/2013	UTILITY SEWER FUND	Rentals	Barnett Implement	1,432.65
28524	10/10/2013	STORMWATER UTILITY FUND	Rentals	Bravo Environmental	1,432.65
28525	10/10/2013	GENERAL FUND	Office Supplies	Bravo Environmental	245.32
28526	10/10/2013	GENERAL FUND	Office/Operating Supplies	CFS Products	11.71
28527	10/10/2013	GENERAL FUND	Advertising and Legal Notices	Costco	86.00
28527	10/10/2013	GENERAL FUND	Advertising and Legal Notices	Daily Herald, The	92.88
28527	10/10/2013	GENERAL FUND	Advertising and Legal Notices	Daily Herald, The	35.36
28527	10/10/2013	GENERAL FUND	Advertising and Legal Notices	Daily Herald, The	1,850.77
28528	10/10/2013	UTILITY WATER FUND	Utilities	Everett Utilities	2,834.46
28529	10/10/2013	UTILITY SEWER FUND	Professional Service	Evergreen Sanitation	781.92
28530	10/10/2013	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylanders Sales & Service Inc	1,688.76
28531	10/10/2013	UTILITY WATER FUND	Operating Supply	Ferguson-Seattle WW #3156	21.35
28532	10/10/2013	GENERAL FUND	Communication	Frontier	21.34
28532	10/10/2013	STREET FUND	Communication	Frontier	21.34
28532	10/10/2013	UTILITY WATER FUND	Communication	Frontier	21.35
28532	10/10/2013	UTILITY SEWER FUND	Communication	Frontier	21.34
28532	10/10/2013	UTILITY GARBAGE FUND	Communication	Frontier	21.35
28532	10/10/2013	UTILITY WATER FUND	Communication	Frontier	103.93
28532	10/10/2013	GENERAL FUND	Communication	Frontier	30.36
28532	10/10/2013	STREET FUND	Communication	Frontier	30.36
28532	10/10/2013	UTILITY WATER FUND	Communication	Frontier	30.36
28532	10/10/2013	UTILITY SEWER FUND	Communication	Frontier	30.36
28532	10/10/2013	UTILITY GARBAGE FUND	Communication	Frontier	30.36
28532	10/10/2013	GENERAL FUND	Communication	Frontier	12.28
28532	10/10/2013	STREET FUND	Communication	Frontier	12.29
28532	10/10/2013	UTILITY WATER FUND	Communication	Frontier	12.28
28532	10/10/2013	UTILITY SEWER FUND	Communication	Frontier	12.29
28532	10/10/2013	UTILITY GARBAGE FUND	Communication	Frontier	12.28
28533	10/10/2013	UTILITY WATER FUND	Small Tools/Minor Equipment	Frontier	355.05
28534	10/10/2013	UTILITY SEWER FUND	Operating Supplies	Furro Pump	160.96
28534	10/10/2013	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	48.50
28534	10/10/2013	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	18.62
28534	10/10/2013	UTILITY WATER FUND	Vehicle-Operation/Maintenance	Monroe Parts House	18.62

28534	10/10/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	18.62
28534	10/10/2013	GENERAL FUND	Office/Operating Supplies	Monroe Parts House	25.92
28534	10/10/2013	STREET FUND	Office/Operating Supplies	Monroe Parts House	60.89
28534	10/10/2013	STREET FUND	Office/Operating Supplies	Monroe Parts House	3.63
28534	10/10/2013	UTILITY WATER FUND	Operating Supply	Monroe Parts House	12.50
28534	10/10/2013	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	12.50
28534	10/10/2013	UTILITY GARBAGE FUND	Operating Supplies	Monroe Parts House	12.50
28534	10/10/2013	STORMWATER UTILITY FUND	Operating Supplies	Monroe Parts House	12.50
28535	10/10/2013	UTILITY SEWER FUND	Rentals	Northwest Cascade Inc	185.50
28536	10/10/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
28536	10/10/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
28536	10/10/2013	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
28536	10/10/2013	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	5.98
28536	10/10/2013	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
28536	10/10/2013	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	5.97
28536	10/10/2013	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	42.73
28537	10/10/2013	GENERAL FUND	Volunteer Program	Office Depot	2.67
28537	10/10/2013	UTILITY WATER FUND	Office Supplies	Office Depot	2.67
28537	10/10/2013	UTILITY SEWER FUND	Office Supplies	Office Depot	2.67
28537	10/10/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot	2.67
28537	10/10/2013	STREET FUND	Office Supplies	Office Depot	2.68
28537	10/10/2013	GENERAL FUND	Office/Operating Supplies	Office Depot	10.68
28538	10/10/2013	GENERAL FUND	Vehicle Operation/Maintenance	Office Depot	15.92
28539	10/10/2013	UTILITY WATER FUND	Utilities	Petrocard Systems, Inc	187.85
28539	10/10/2013	UTILITY SEWER FUND	Utilities	PUD	187.84
28539	10/10/2013	UTILITY GARBAGE FUND	Utilities	PUD	187.85
28539	10/10/2013	STREET FUND	Utilities	PUD	187.84
28539	10/10/2013	GENERAL FUND	Utilities	PUD	187.85
28539	10/10/2013	GENERAL FUND	Utilities	PUD	939.23
28539	10/10/2013	GENERAL FUND	Utilities	PUD	293.95
28539	10/10/2013	UTILITY WATER FUND	Utilities	PUD	2.140.47
28539	10/10/2013	UTILITY SEWER FUND	Utilities	PUD	2.434.57
28539	10/10/2013	UTILITY WATER FUND	Utilities	PUD	35.82
28539	10/10/2013	UTILITY SEWER FUND	Utilities	PUD	35.81
28539	10/10/2013	UTILITY SEWER FUND	Utilities	PUD	35.82
28539	10/10/2013	UTILITY SEWER FUND	Utilities	PUD	35.81
28539	10/10/2013	UTILITY GARBAGE FUND	Utilities	PUD	173.34
28539	10/10/2013	STREET FUND	Utilities	PUD	53.86
28539	10/10/2013	STREET FUND	Utilities	PUD	61.17
28539	10/10/2013	GENERAL FUND	Utilities	PUD	364.23
28539	10/10/2013	GENERAL FUND	Utilities	PUD	2,540.70
28539	10/10/2013	UTILITY SEWER FUND	Utilities	PUD	135.05
28539	10/10/2013	GENERAL FUND	Utilities	PUD	100.05
28540	10/10/2013	GENERAL FUND	Miscellaneous	Puget Sound Clean Air Agency	100.05
28540	10/10/2013	STREET FUND	Miscellaneous	Puget Sound Clean Air Agency	100.05
28540	10/10/2013	UTILITY WATER FUND	Miscellaneous	Puget Sound Clean Air Agency	100.05
28540	10/10/2013	UTILITY SEWER FUND	Miscellaneous	Puget Sound Clean Air Agency	100.05
28540	10/10/2013	UTILITY GARBAGE FUND	Miscellaneous	Puget Sound Clean Air Agency	100.05
28541	10/10/2013	UTILITY SEWER FUND	Small Tools/Minor Equipment	Puget Sound Clean Air Agency	72.32
28541	10/10/2013	PROJECT FUND	Repair and Maintenance	Scientific Supply & Equipment	338.83
28541	10/10/2013	PROJECT FUND	Repair and Maintenance	Sherwin-Williams	

28550	10/10/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless	50.30
28550	10/10/2013	STREET FUND	Communication	Verizon Wireless	50.29
28550	10/10/2013	GENERAL FUND	Communication	Verizon Wireless	50.30
28550	10/10/2013	UTILITY WATER FUND	Communication	Verizon Wireless	50.30
28550	10/10/2013	UTILITY SEWER FUND	Communication	Verizon Wireless	50.29
28550	10/10/2013	UTILITY GARBAGE FUND	Communication	Verizon Wireless	50.30
28550	10/10/2013	GENERAL FUND	Communication	Verizon Wireless	50.29
28550	10/10/2013	STREET FUND	Communication	Verizon Wireless	50.30
28551	10/10/2013	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	248.96
28551	10/10/2013	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	10.86
28552	10/10/2013	GENERAL FUND	Travel and Seminars	Verizon Wireless	75.00
28552	10/10/2013	GENERAL FUND	Travel and Seminars	Verizon Wireless	66.02
28552	10/10/2013	GENERAL FUND	Travel and Seminars	Verizon Wireless	3.69
28552	10/10/2013	GENERAL FUND	Travel and Seminars	Verizon Wireless	5.00
28552	10/10/2013	GENERAL FUND	Travel and Seminars	Verizon Wireless	34.00
28553	10/10/2013	UTILITY WATER FUND	Travel and Seminars	Verizon Wireless	40.49
28553	10/10/2013	UTILITY WATER FUND	Travel and Seminars	Verizon Wireless	44.00
28554	10/10/2013	UTILITY WATER FUND	Miscellaneous	Verizon Wireless	79.00
28554	10/10/2013	UTILITY WATER FUND	Travel and Seminars	Verizon Wireless	55.28
28554	10/10/2013	UTILITY WATER FUND	Travel and Seminars	Verizon Wireless	55.27
28554	10/10/2013	UTILITY SEWER FUND	Travel and Seminars	Verizon Wireless	55.27
28554	10/10/2013	UTILITY GARBAGE FUND	Travel and Seminars	Verizon Wireless	55.27
28554	10/10/2013	STORMWATER UTILITY FUND	Travel and Seminars	Verizon Wireless	55.27
28554	10/10/2013	GENERAL FUND	Bank Fees	Verizon Wireless	34.00
28555	10/10/2013	GENERAL FUND	Office/Operating Supplies	WACE	40.00
28556	10/10/2013	GENERAL FUND	Travel and Seminars	WCIA	115.00
28557	10/10/2013	STORMWATER IMPROVEMENT	Professional Service Engineeri	WH Pacific	1,920.00
28557	10/10/2013	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific	8,600.94

98,436.28

Accounts Payable

Check Register Totals Only



User: laura.koenig
 Printed: 10/3/2013 - 11:52 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28520	10/10/2013	AllWaste	Allied Waste Services	11,713.50	0
28521	10/10/2013	amtest	AM Test	145.00	0
28522	10/10/2013	APP	Associated Petroleum Products Inc	811.49	0
28523	10/10/2013	Barnett	Barnett Implement	323.14	0
28524	10/10/2013	bravo	Bravo Environmental	2,865.30	0
28525	10/10/2013	cfs	CFS Products	245.32	0
28526	10/10/2013	costco	Costco	11.71	0
28527	10/10/2013	Herald	Daily Herald, The	214.24	0
28528	10/10/2013	EvUtil	Everett Utilities	1,850.77	0
28529	10/10/2013	Evergree	Evergreen Sanitation	2,834.46	0
28530	10/10/2013	Eylander	Eylanders Sales & Service Inc	781.92	0
28531	10/10/2013	FergSea	Ferguson-SeattleWW #3156	1,688.76	0
28532	10/10/2013	Frontier	Frontier	423.88	0
28533	10/10/2013	furro	Furro Pump	355.05	0
28534	10/10/2013	napa	Monroe Parts House	405.76	0
28535	10/10/2013	NWCas	Northwest Cascade Inc	185.50	0
28536	10/10/2013	OASYS	Oasys Office Automation Systems	35.84	0
28537	10/10/2013	OfcDepot	Office Depot	64.10	0
28538	10/10/2013	Petro	Petrocard Systems, Inc	15.92	0
28539	10/10/2013	PUD 1	PUD	10,219.06	0
28540	10/10/2013	PugSoAir	Puget Sound Clean Air Agency	500.25	0
28541	10/10/2013	ScienSup	Scientific Supply & Equipment	72.32	0
28542	10/10/2013	Sherwin	Sherwin-Williams	1,384.32	0
28543	10/10/2013	siskun	Siskun Power Equipment	1,582.67	0
28544	10/10/2013	Slawson	Steven Slawson	118.00	0
28545	10/10/2013	SCTreas	Snohomish County Treasurer	47.94	0
28546	10/10/2013	Staples	Staples Credit Plan	67.30	0
28547	10/10/2013	SulVet	Sultan Veterinary Clinic	124.00	0
28548	10/10/2013	atrua	Aimee Lou Trua	1,700.00	0
28549	10/10/2013	usps	USPS	708.82	0
28550	10/10/2013	VerizonW	Verizon Wireless	2,723.64	0
28551	10/10/2013	visa	Visa	259.82	0
28552	10/10/2013	visa	Visa	183.71	0
28553	10/10/2013	visa	Visa	84.49	0
28554	10/10/2013	visa	Visa	334.09	0
28555	10/10/2013	wace	Washington Association of Code Enfo	40.00	0
28556	10/10/2013	wcia	Washington Cities Insurance Authority	115.00	0
28557	10/10/2013	WH	WH Pacific	10,520.94	0
				55,758.03	
Check Total:					

Payroll

Computer Check Register

User: julie.addington

Printed: 10/01/2013 - 1:33PM

Batch: 00001-10-2013 Computer

PKZO



Check No	Check Date	Employee Information		Amount
28504	10/04/2013	024	Michael Williams	1,445.99
28505	10/04/2013	029	James Barns	1,339.74
28506	10/04/2013	046	Dennis Johannsen	1,163.69
28507	10/04/2013	073	Sarah Davenport-Smith	346.31
28508	10/04/2013	076	Kristina Blair	392.49
28509	10/04/2013	092	Jeffrey Beeler, Sr	415.57
28510	10/04/2013	094	Joseph Neigel	392.49
28511	10/04/2013	096	Kenneth Marshall	230.87
28512	10/04/2013	097	Belinda George	277.05
Total Number of Employees:		9	Total for Payroll Check Run:	6,004.20

Accounts Payable

Check Register Totals Only

User: laura.koenig

Printed: 10/2/2013 - 4:02 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28513	10/02/2013	AFLAC	AFLAC	111.90	0
28514	10/02/2013	AWCben	AWC Employee Benefit Trust	19,756.04	0
28515	10/02/2013	AWCben	AWC Employee Benefit Trust	24.00	0
28516	10/02/2013	L&I	Department of Labor & Industries	5,734.47	0
28517	10/02/2013	Unemploy	Employment Security Department	7,726.58	0
28518	10/02/2013	UNION	Teamsters Local Union #763	617.00	0
28519	10/02/2013	WATeamTr	Washington Teamsters Welfare Trust	1,744.80	0
Check Total:				35,714.79	

Accounts Payable

Check Register Totals Only

User: laura.koenig

Printed: 9/23/2013 - 3:37 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28502	09/23/2013	Retire	Department of Retirement	5,863.46	0
28503	09/23/2013	Retire	Department of Retirement	1,100.00	0

PR20



Payroll

ACH Check Register

User: 'julie.addington'
Printed: 10.01.2013 - 1:40PM
Batch: 1-10-2013
Include Partial: FALSE

Check Date	Check Number	Employee No	Employee Name	Amount
10/04/2013	0	001	Laura Koenig	1,958.80
10/04/2013	0	004	Donna Murphy	1,413.22
10/04/2013	0	005	Robert Martin	2,481.82
10/04/2013	0	007	Julie Addington	1,385.86
10/04/2013	0	010	Cindy Donk	1,480.72
10/04/2013	0	011	Janice Mann	1,090.94
10/04/2013	0	013	Rosemary Murphy	1,168.18
10/04/2013	0	015	Kenneth Walker	2,273.09
10/04/2013	0	019	Michael Matheson	2,726.58
10/04/2013	0	020	Connie Dunn	2,301.33
10/04/2013	0	025	John Harris	1,883.37
10/04/2013	0	028	Todd Strom	1,733.33
10/04/2013	0	049	Victoria Forte	792.87
10/04/2013	0	079	Steve Slawson	415.57
10/04/2013	0	120	Matthew Wood	1,166.56
10/04/2013	0	121	Jason Strauss	1,649.33
10/04/2013	0	122	Steven Martin	1,093.90
Total Employees:			17	Total: 27,015.47

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 3
DATE: October 10, 2013
SUBJECT: Proclamations – Friends of the Library Week
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

The issue before Council is to proclaim the week of October 20, 2013 as Friends of the Library Week.

The proclamation was introduced in Presentation 2.

RECOMMENDATION:

Proclaim the week of October 20, 2013 as Friends of the Library Week.

Attachments: A. Friends of the Library Week Proclamation

**City of Sultan
Friends of the Library Week Proclamation**

WHEREAS, Friends of the Library groups are community-based groups of citizens who promote, encourage, and enhance the work of their local library; and

WHEREAS, in Sultan there is a Friends of the Library group; and

WHEREAS, this group raises funds annually to enhance the services of local libraries; and

WHEREAS, the members volunteer countless hours of service to their local library; and

WHEREAS, dedicated citizens assist the library in volunteering time, raising money and communicating the library's services; and

WHEREAS, Friends of the Sultan Library is vital to the enhancement of the library in Sultan; and

NOW THEREFORE, I Mayor Eslick, do hereby proclaim the week of October 20 2013 as

FRIENDS OF THE LIBRARY WEEK

in Sultan, and I urge all citizens to recognize and applaud their invaluable service.

Signed this 10th day of October, 2013

Carolyn Eslick, Mayor

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent 4

DATE: October 10, 2013

SUBJECT: Snohomish County Interlocal Agreement for Municipal Road and Street Projects.

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

ISSUE:

The issue before the city council is to authorize the Mayor to sign the Snohomish County Interlocal Agreement for Municipal Road and Street Projects.

STAFF RECOMMENDATION:

Staff recommends the council authorize the Mayor to the Snohomish County Interlocal Agreement for Municipal Road and Street Projects.

SUMMARY:

The City of Sultan entered into an Aid Agreement for Minor Street Projects for Municipal Services with Snohomish County on June 11, 1997. The Aid Agreement outlines the terms by which Snohomish County may aid the City for single projects under \$10,000 involving construction, repair, or maintenance of the city streets and bridges including drainage facilities, storm sewers, sidewalks, curbs, street lighting, and traffic control devices.

In May 2013, Snohomish County prepared Amendment No. 1 to the Aid Agreement for Minor Street Projects for Municipal Services.

The County has prepared an Interlocal Agreement for Municipal Road and Street Services within the City of Sultan. It is the intention of the parties that the duties and obligations of this interlocal agreement will substitute for and supersede the duties and obligations of the Original Agreement from 1997.

FISCAL IMPACT:

There is no fiscal impact to the City.

RECOMMENDED ACTION:

Staff recommends the council authorize the Mayor to the Snohomish County Interlocal Agreement for Municipal Road and Street Projects.

ATTACHMENT: A. Snohomish County Interlocal Agreement for Municipal Road and Street Projects.

**INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET
SERVICES WITHIN THE CITY OF SULTAN**

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF SULTAN (this "Agreement"), is made and entered into this ____ day of _____, 2013, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF SULTAN, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

A. Pursuant to the Aid Agreement for Minor Street Projects for Municipal Services (hereinafter "the Original Agreement") dated June 11, 1997, the County has historically performed street and road services for the City.

B. The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively. Pursuant to this Agreement, Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the City wishes to continue to receive street and road services, and the County is agreeable to continue providing the same.

C. The Original Agreement as amended is terminable at will. It is the intention of the parties that the duties and obligations of this Agreement substitute for and supersede the duties and obligations of the Original Agreement as set forth in Section 17.1 below.

D. In exchange for the road and street services described in Section 4 below, the City shall reimburse the County its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to design and construct small capital projects on City streets and bridges and to maintain City streets and bridges.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2018, unless earlier terminated pursuant to the provisions of Section 14 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each party's obligations after December 31, 2013, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

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

County's Initial Administrator:

Owen Carter, County Engineer
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201

City's Initial Administrator:

Mick Matheson, PW Director
City of Sultan
P.O. Box 1199
Sultan, WA 98294

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

4. Scope of Services.

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

5. Process for Delivery of Services.

5.1 Submission of Work Orders. If the City desires that the County perform any of the Services, it shall submit to the County Administrator or his or her agent a Work Order in substantial form to that attached hereto in Appendix C. The City shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The County may in its sole discretion require additional information from the City, including but not limited to, a road plan and profile or sketches. The City shall not submit any Work Orders for which the City's cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. At the City's option, the City may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the City's roads and streets identified in the plan any time the County has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. At the City's option, the City may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the City, the County will conduct ongoing maintenance operations on the City's roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. At the City's option, the City may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the City desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the City, the County will conduct emergency response operations on the City's roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order. Should the County reject the Work Order, it shall make a notation to that effect on the Work Order and return it to the City. Should the County accept the Work Order, it shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the City shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the County shall return the Work Order and Estimate to the City.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate from the County accepting the City's request for Services, the City may issue a written Notice to Proceed authorizing the County to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the City that (1) it finds the County's Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performance by the County. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City, PROVIDED HOWEVER that the County's performance shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the County. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of Services due to County workload constraints.

5.5 Changes by the City to Work Orders. The City may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order, PROVIDED HOWEVER that the County's acceptance is not required where the City is terminating work pursuant to Section 14.2 below. The City shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes by the County to Work Orders. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order required by the County when such changes will substantially alter the nature of the Services or the Estimate. The County shall obtain the City's written approval to any such changes before implementing them.

5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their

respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

6. Services Provided by County.

6.1 Lead Agency. The County shall serve as the lead agency for the Services.

6.2 Services. The County shall perform for the City the Services, as that term is defined in Section 4 above. The County shall solely determine the schedule for the Services. The County will provide the City with a full and complete copy of any construction design plans. The County shall segregate the costs of the Services from other work the County may be performing.

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

7. Cooperation by City.

7.1 Covenant to Cooperate. The City covenants to the County that it shall cooperate with the County in completing the Services. The City shall make its personnel, including but not limited to its Police and Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Services, including but not limited to any safety planning meeting the County schedules for purposes of discussing traffic control issues. Upon request by the County Administrator or his or her agent and before any work is commenced, the City shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the County, in its sole discretion, to perform the Services.

7.2 Grant of Access. The City certifies to the County that the City owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the County to enter in, on, over, under or

above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the County shall notify the City, and the City shall cooperate in the County's efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the City shall obtain and provide to the County copies of all permits necessary for the Services.

7.5 City's Powers. Nothing contained herein shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

8. Payment by City.

8.1 Actual Costs. The County shall be reimbursed in full by the City for the actual costs of the Services provided by the County on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City. In computing the cost of the use of machinery and equipment, the County shall charge the City for the full cost to the County of rental machinery and equipment and any operator furnished therewith and/or the County equipment rental rate on County-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the City to the County for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 15% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment.

8.3 Invoicing and Payment. The County shall invoice the City or its designee for all Services performed by the County. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

9. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

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

11. Insurance.

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

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any

subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

12. Compliance with Laws.

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

13. Default and Remedies.

13.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

14. Early Termination.

14.1 30 Days' Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

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

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the City shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the City for any expense incurred or

Services performed following the effective date of termination unless authorized in writing by the City.

15. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

16. Notices.

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

17. Miscellaneous.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

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

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

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

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

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

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

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

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

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

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in

connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

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

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

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

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CITY:

City of Sultan, a Washington municipal corporation

By _____

Name:
Title:

By _____

Name:
Title:

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

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

APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

Work Operations (Estimates provided on a per project basis)
Drainage:
<ul style="list-style-type: none"> • Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.
<ul style="list-style-type: none"> • Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.
<ul style="list-style-type: none"> • Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.
<ul style="list-style-type: none"> • Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.
<ul style="list-style-type: none"> • Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.
<ul style="list-style-type: none"> • Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.
<ul style="list-style-type: none"> • Underground Retention/Detention Facility Maintenance: Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.
Pavement Maintenance and Repair:
<ul style="list-style-type: none"> • Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.
<ul style="list-style-type: none"> • Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization.

<ul style="list-style-type: none"> • Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.
<ul style="list-style-type: none"> • Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.
<ul style="list-style-type: none"> • Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.
<ul style="list-style-type: none"> • Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.
<ul style="list-style-type: none"> • Sweeping & Cleaning Pavement with Mechanical Pickup Broom: Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.
<ul style="list-style-type: none"> • Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.
<p>Shoulder Maintenance:</p>
<ul style="list-style-type: none"> • Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.
<ul style="list-style-type: none"> • Shoulder Buildup Removal: Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.
<p>Snow & Ice:</p>
<ul style="list-style-type: none"> • Anti-icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.
<ul style="list-style-type: none"> • Plowing/Sanding/Solid Deicer Application: Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.
<p>Vegetation:</p>
<ul style="list-style-type: none"> • Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.
<ul style="list-style-type: none"> • Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.

<ul style="list-style-type: none"> • Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment: Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.
<ul style="list-style-type: none"> • Nuisance Vegetation Control - Manual: Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.
<ul style="list-style-type: none"> • Nuisance Vegetation Control - Mechanical: Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
<ul style="list-style-type: none"> • Tree Trimming/Tree Canopy Maintenance: Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
<ul style="list-style-type: none"> • Roadside Mowing: Mow with mechanical mower to control grass height and trim undesirable vegetation.

<p>Other services provided:</p>
<ul style="list-style-type: none"> • Call-out Response for urgent or emergency situations • Catch Basin/ Manhole Repair or Replacement • Chip Seals; Project or Patching • Culvert Repair or Replacement • Guidepost and Delineator Replacement • Hauling and Disposal of Waste Material • Hydro Seeding and Mulching • Instructor, Equipment Training and Other Training Courses • Maintenance and Repair of Concrete Structures • Mechanical Pavement Patching, Paverbox • Noxious Weed Control - Mechanical • Noxious Weed Control - Manual • Pavement Milling/Full Depth Repair (small, localized areas) • Pavement Patching with Subgrade Repair • Rip Rap and Cribbing Repair • Seeding, Mulching, and Planting including native species. • Shoulder Washout Repair • Slope Repair, Slide Clean up & Maintenance • Traffic Control for Mobile Operations • Traffic Control for Stationary Operations • Vactor Waste Recycling/Disposal

APPENDIX B
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County – Bridge Operations

Work Operations (Estimates provided on a per project basis)
Bridge Inspection:
<ul style="list-style-type: none">• Bridge Inspection Services: Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County's performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.
Other services provided:

APPENDIX C
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

Work Order Form



SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT
 ROAD MAINTENANCE DIVISION
 8915 Cathcart Way
 Snohomish, WA 98296
 425.388.7500
 Fax 425.388.7538

ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ Date Submitted: _____

Contact Info: _____ Requested Completion Date: _____

Authorized By: _____ Position/Title: _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWRoad@snoco.org

For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: _____ Reimbursable Service Number: RR _____

Approved By:

RM Operations Manager: _____ Date: _____

RM Director: _____ Date: _____

Date of Completion: _____ By: _____

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Action A 1
DATE: October 10, 2013
SUBJECT: AWC Employee Benefit Trust Program
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

Carol Wilmes with AWC Employee Benefit Trust will provide information to the Council on the change from a fully insured benefit program to a self-insured model.

The City currently contracts with AWC Employee Benefit Trust for medical, dental and vision health insurance coverage.

AWC is moving from a fully insured benefit program to a self-insured model. As a self-insured program, they are required to comply with RCW 48.62 and WAC 200-110 which provide guidelines for insurance pools. AWC will be subject to the state law and rules administered by the Washington State Risk Manager. One of those requirements is that each member of the pool must approve, by resolution, an Interlocal Agreement authorizing the city to participate in the self-insured program.

Members who do not return the signed Interlocal Agreement and Resolution by November 15, 2013 will not be eligible to purchase medical, dental and vision benefits from the Trust as of January 1, 2014 and will not be able to take advantage of the projected favorable rates.

The impacts to the employees and city will be minimal. Employees will received the same level of benefits they currently and the city will have no increase in rates for 2014.

RECOMMENDATION:

Adoption of Resolution 13-05 and authorization for the Mayor to sign the Interlocal Agreement with the AWC Employee Benefit Trust.

Attachments: A. Resolution 13-04 adopting the Interlocal Agreement

**CITY OF SULTAN
SULTAN WASHINGTON
RESOLUTION NO. 13-04**

**A RESOLUTION OF THE CITY OF SULTAN AUTHORIZING THE MAYOR
TO SIGN AN INTERLOCAL AGREEMENT TO PARTICIPATE IN THE
AWC EMPLOYEE BENEFIT TRUST PROGRAM**

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the "Trust") is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," and "Participating Non-City Entities") and their employees can be paid and through which the Board of Trustees of the Trust ("Trustees") provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns' and Non-City Entities' employees, their dependents and other beneficiaries ("Beneficiaries"), on whose behalf of the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the "Interlocal Agreement") attached hereto creates a joint self-insured health and welfare benefit program (the "Health Care Program") to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030 and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in Health Care Program are deposited into a designated account within the Trusts, the Health Care Program Account (the "HCP Account") and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, the City of Sultan believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP account;

NOW THEREFORE RESOLVED, that the Interlocal Agreement creating the Health Care Program is hereby adopted.

RESOLVED, that by adopting such Agreement, the City of Sultan acknowledges that it shall be subject to assessments as required by the Health Care Program.

Passed by the City Council this 10th day of October , 2013.

Carolyn Eslick, Mayor

Attest:

Laura J. Koenig, City Clerk

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the "Trust") and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," or "Participating Non-City Entities"), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code ("VEBA"), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager or Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance or Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees or Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
 - 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
 - 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
 - (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
 - 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE

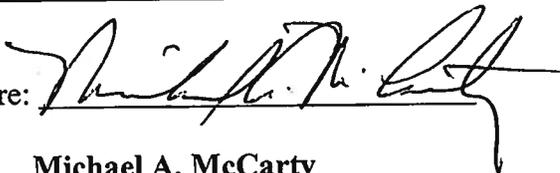
This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Participating Employer

Signature: 

Name: Michael A. McCarty

Title: Chief Executive Officer

Date: August 30, 2013

Signature: _____

Name (print): _____

Title: _____

Date: _____

Effective Date: January 1, 2014

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM #: Action A 2
DATE: October 10, 2013
SUBJECT: Library Board Appointment
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:
The issue before the Council is the confirmation of the appointment of Frank Linth to the Sultan Library Board. Jackie Personeus, Sultan Library Branch Manager, has submitted a letter of support for the appointment from the Sultan Library Board (Attachment A).

SUMMARY STATEMENT:
Frank will bring a wealth of skills and knowledge to his service on the Board, including a lengthy history of community service actions as a Planning Commissioner for the City of Sultan, a Board Member of the Sky Valley Chamber of Commerce, one of the Board of Directors of the East county Senior Center and the Vice President West of the Stevens Pass Greenway.

Frank enthusiastically uses the library and its many services regularly and has a long-standing love of books, reading and lifelong learning.

The Board is very confident Frank will be a valuable addition and a great Community Ambassador for the Sultan Library and Sno-Isle Libraries.

- ALTERNATIVES
1. Confirm the appointment of the Frank Linth to the Sultan Library Board.
 2. Do not confirm the appointment of Frank Linth to the Sultan Library Board and direct staff or the Library Board to seek additional candidates.

RECOMMENDED ACTION:
Confirm the appointments of Frank Linth to the Sultan Library Board.

Attachments: A) Letter from Jackie Personeus, Sultan Library Branch Manager



SEP 16 2013

7312 35th Avenue NE
Marysville, WA 98271

(360) 651-7000
(877) SNO-ISLE
(360) 651-7151 FAX

September 16, 2013

Dear Mayor Eslick,

The Sultan Library Board met on September 11 and voted to recommend the appointment of Frank Linth for the open Sultan Library Board position, which was vacated when Mary Koenig resigned due to illness.

The Board is very confident Frank will be a valuable addition and a great Community Ambassador for the Sultan Library and Sno-Isle Libraries.

Frank will bring a wealth of skills and knowledge to his service on the Board, including a lengthy history of community service acting as a Planning Commissioner for the City of Sultan, a Board Member of the Sky Valley Chamber of Commerce, one of the Board of Directors of the East County Senior Center, and the Vice President West of the Stevens Pass Greenway.

Frank enthusiastically uses the library and its many services regularly and has a long-standing love of books, reading, and lifelong learning.

Our next Sultan Library Board meeting is on Wednesday, December 11. Please inform me about the outcome of this Board appointment by November 15.

Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jackie Personneus". The signature is written in dark ink and is positioned above the typed name and contact information.

Jackie Personneus
Sultan Library Branch Manager
360-793-1695 ext. 4320
jpersonneus@sno-isle.org

cc Laura Koenig, Ken Walker

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Discussion D 1
DATE: October 10, 2013
SUBJECT: Code of Ethics

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE

The issue is to discuss and review a Code of Ethics ordinance.

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.

Staff has no recommendation on the adoption of an ethics code for the city. Staff is seeking input and direction from the council as to their interest in the adoption of an ethics code.

Attachments: A. Draft Ethics Code Ordinance
B. RCW 42.23

**Chapter 2.60
CODE OF ETHICS**

2.60.010 Purpose.

2.60.020 Definitions.

2.60.030 Prohibited conduct.

2.60.040 Disclosure of interest in legislative action.

2.60.050 Ethics hearing officer – Position created.

2.60.060 Ethics hearing officer – Powers and duties.

2.60.070 Hearings.

2.60.080 Recommendations of the ethics hearing officer.

2.60.090 Criminal violations – Prosecuting authority – Penalties.

2.60.100 Relation of chapter to Chapter 42.23 RCW.

2.60.010 Purpose.

- A. The proper operation of democratic representative government requires that elected and appointed public officers and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Accordingly, it is the purpose of this chapter to establish ethical standards of conduct for all officers and employees of the city, whether elected or appointed, paid or unpaid; to set forth those acts that are incompatible with such standards; to require disclosure by such officers and employees of private financial or other interests in matters affecting the city; and to provide effective means for enforcement thereof. This chapter shall not be construed so as to impair the ability of city officers and employees to participate in ceremonial, representational, or informational functions in the pursuit of their official duties.
- B. This chapter shall be liberally construed in favor of protecting the public's interest in full disclosure of conflicts of interest and promoting ethical standards of conduct for city officers and employees.
- C. This chapter shall be interpreted and applied in a manner consistent with the maxim that "De minimis non curat lex" and to allow inadvertent minor violations to be corrected and cured without full hearing in conformance with the spirit and purpose of this code.

2.60.020 Definitions.

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

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

- B. "City agency" means every department, office, ethics hearing officer, commission, or committee of the city, or any subdivision thereof, but excludes public corporations and ad hoc advisory committees.
- C. "City officer or employee" means any person holding a position by election, appointment, or employment in the service of the city or city agency, whether paid or unpaid, including members of any ethics hearing officer, committee or commission.
- D. "Compensation" means anything of economic value, however designated, which is paid, loaned, advanced, granted, given or transferred for or in consideration of personal services to any person.
- E. "Beneficial interest" means any direct or indirect, pecuniary or material benefit, other than a remote interest, accruing to a city officer or employee as a result of a contract, transaction, zoning decision or other matter which is or may be the subject of an official act or act by or with the city, except for such contracts, transactions, zoning decisions or other matters which by their terms and by the substance or their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For purposes of this chapter, a city officer or employee shall be deemed to have an interest in the affairs of:
1. The officer or employee's spouse or dependent children;
 2. Any person or business entity with whom a contractual relationship, whether oral or written, exists with the city officer or employee;
 3. Any business entity in which the city officer or employee is an officer, director, member or employee;
 4. Any business entity in which the public officer or employee controls or owns, directly or indirectly, in excess of one percent of the total stock, or an interest totaling \$5,000 or more in value; and
 5. Any person or business entity with whom a contractual relationship, whether oral or written, exists with the city officer or employee; provided, however, that a contractual obligation of less than \$500.00, or a commercially reasonable lien made in the ordinary course of business, or a contract for a commercial retail sale, shall not be deemed to create an interest in violation of this code.
- F. "Gift" means anything of economic value in excess of \$20.00, regardless of the form, without adequate and lawful considerations; provided, it does not include the solicitation, acceptance, or receipt of political campaign contributions regulated in accordance with provisions of federal, state, or local laws governing campaign finances.
- G. "Immediate family" means any person who is:

1. A spouse or domestic partner;
2. Any dependent parent, parent-in-law, child or son-in-law or daughter-in-law;
or
3. Any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the city officer or employee.

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

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

J. "Remote interest" means:

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

2.60.030 Prohibited conduct.

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

1. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the officer's or employee's independence of judgment or action in the performance of official duties and fail to disqualify himself or herself from official action in those instances where the conflict occurs.
2. Have a financial or other private interest, other than a remote interest as defined in this chapter, direct or indirect, personally or through a member of his or her immediate family, or business entity, in any matter upon which the officer or employee is required to act in the discharge of his or her official duties, and fail to disqualify himself or herself from acting or participating.
3. Fail to disqualify himself or herself from acting on any transaction which involves the city and any person who is, or at any time within the preceding 12-month period has been, a private client of his or hers, or of his or her firm or partnership.
4. Have a financial or other private interest, other than a remote interest as defined in this chapter, direct or indirect, personally or through a member of his or her immediate family, or business entity, in any contract or transaction

to which the city or any city agency may be a party, and fail to disclose such interest to the appropriate city authority prior to the formation of the contract or the time the city or city agency enters into the transaction.

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

1. Use his or her official position for a purpose that is, or would to a reasonable person appear to be, primarily for the private benefit of the officer or employee, rather than primarily for the benefit of the city; or to achieve a private gain or an exemption from duty or responsibility for the officer or employee or any other person.
2. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any city funds or city property, for a purpose which is, or to a reasonable person would appear to be, for other than a city purpose; provided, that nothing shall prevent the private use of city property which is available on equal terms to the public generally (such as the use of library books or tennis courts) the use of city property in accordance with municipal policy for the conduct of official city business (such as the use of a city automobile), if in fact the property is used appropriately; or the use of city property for participation of city or its officials in activities of associations of governments or governmental officials.
3. Except in the course of official duties, assist any person in any city transaction where such city officer's or employee's assistance is, or to a reasonable person would appear to be, enhanced by that officer's or employee's position with the city; provided, that this subsection shall not apply to any officer or employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by this chapter or any other applicable ordinance, regulation or statute.
4. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with the city, and influence or attempt to influence the selection of, or the conduct of business with, such business entity by the city.

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

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

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

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

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

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

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

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

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

G. Prohibited Conduct After Leaving City Office or Employment.

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

- a. Assist any person in proceedings involving the agency of the city with which he was previously employed, or on a matter in which he or she was officially involved, participated or acted in the course of duty.
- b. Represent any person as an advocate in any matter in which the former officer or employee was officially involved while a city officer or employee.
- c. Participate as a competitor in any competitive selection process for a city contract in which he or she assisted the city in determining the project or work to be done or the process to be used.

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

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

2.60.040 Disclosure of interest in legislative action.

- A. Any member of council who has a financial interest or personal interest in any proposed legislation before the council shall disclose on the record the nature and extent of such interest. If the member of council would be especially benefited by such legislation, the member of council shall not participate in the discussion or vote upon such matter.
- B. Any other city officer or employee who has a financial or personal interest in any proposed legislative action of the council and who participates in the discussion with or gives an official opinion or recommendation to the council shall disclose on the record the nature and extent of such interest

2.60.050 Ethics hearing officer – Position created.

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

2.60.060 Ethics hearing officer – Powers and duties.

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

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

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

1. Upon request of a city officer or employee, the ethics hearing officer shall render advisory opinions, in writing, to any officer or employee having doubt as to the applicability of any provision of this chapter to a particular situation, or as

to the definition of terms used herein. Officers and employees may rely upon such written opinions, which shall be binding upon the city until amended or revoked, unless material facts were misstated or omitted in the request for the advisory opinion. Advisory opinions shall be filed with the city clerk and shall be public records, except to the extent necessary to preserve protected privacy interests under RCW 42.17.310; and further provided, the opinion shall be stated in general issue and opinion format, without disclosure of the identity of the person requesting it.

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

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

ATTACHMENT B

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

42.23.010 Declaration of purpose.

42.23.020 Definitions.

42.23.030 Interest in contracts prohibited -- Exceptions.

42.23.040 Remote interests.

42.23.050 Prohibited contracts void -- Penalties for violation of chapter.

42.23.060 Local charter controls chapter.

42.23.070 Prohibited acts.

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

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.]