

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
October 13, 2016**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) Oath of Office – Chief Steve McDonald
- 2) Business Spotlight – Kermit's Tile
- 3) Volunteer Spotlight – The Church of Jesus Christ Latter Day Saints

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) Code Enforcement
- 2) Police Report

PUBLIC HEARING:

- 1) Ordinance 1244-16 Zoning Code Title 16

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

- 1) Minutes of the September 22, 2016 Council meeting as on file in the Office of the City Clerk
- 2) Voucher Approval
- 3) Resolution 16-14 – Surplus List

ACTION ITEMS:

- 1) Appointment of Planning Director
- 2) Board of Adjustment Appointments
- 3) Water Treatment Plant Clarifier Improvement Contract

DISCUSSION ITEMS:

Executive Session:

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

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

CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM: Presentation 1
DATE: October 13, 2016
SUBJECT: Chief Steven McDonald – Oath of Office
CONTACT PERSON: Mayor Carolyn Eslick

ISSUE:

The Mayor will administer the Oath of Office to the new Police Chief Steven McDonald.

Chief McDonald provided the following brief bio for the Council.

Have been with the Sheriff's Office for 20 years. In that time have worked patrol, investigations, SWAT, FTO, Honor Guard, and DT instructor. I was promoted to Sergeant in 2010 and first assignment was supervisor of graves crew in Sultan. After leaving Sultan, spent the next 1 ½ as a patrol supervisor in the new contract city of Snohomish. After leaving Snohomish, I was assigned to the SCSO's Personnel Development Division, which consists of hiring and training new and current employees. Assigned to Sultan PD as of Sept 1, and am excited to be here.

I have been married to my wife Tracey for 24 years. I have a daughter who is a junior at Cal State University in Turlock, CA and a son who is a freshman at Western WA University.

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item: P- 2
Date: October 13, 2016
SUBJECT: Business Spotlight – Kermit's Tile



CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

ISSUE:

The issue before the Council is to recognize Kermit's Tile as Sultan's Business Spotlight for October, 2016.

SUMMARY STATEMENT:

Kermit's Tile is a Home Based business in Sultan, PO Box 119, Sultan, and owned by Kermit Moore

Born and raised in Orange County California, Kermit learned the tile trade in the late 1970's. He moved to Washington in 1989 and installed tile for a family business.

In 1995 the business was licensed and bonded and Kermit was legal to operate Kermit's Tile.



He moved to Sultan in 2000 and bought a home in Eagle Ridge. He worked mostly on the East Side in those days and has recently begun installing tile in the Sultan area.

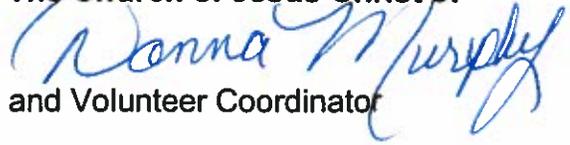
Kermit met Susan Greene, the owner of the Flat Iron Gallery at a Senior Grad Night Fundraiser and they've been together ever since.

Kermit is proud of the high end and quality tile and stone work that he does. He specializes in bathrooms and Master Baths and considers himself a designer and an artist.

When asked where he sees his business in the next 2 – 5 years, Kermit responded that he loves what he does as a small business owner and plans on keeping the business small and artful. He loves helping people get good, quality work.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: P-3
DATE: October 13, 2016
SUBJECT: Volunteer Spotlight – The Church of Jesus Christ of Latter Day Saints



CONTACT PERSON: Donna Murphy, Grants and Volunteer Coordinator

ISSUE: To recognize the Church of Jesus Christ of Latter Day Saints as the City of Sultan's Volunteer Spotlight for October, 2016.

SUMMARY:

The Sultan Ward of the Church of Jesus Christ of Latter Day Saints is located in Startup where it was built in the early 1990's. About 10 years ago, the ward Bishop approached Joshua Dunbar to coordinate and organize the ward members in the national "Day of Service" This day is designed to join ward members with their community to serve their areas.

They began with one day a year, and started with painting the area crosswalks and curbs, as well as other small volunteer jobs. At the beginning of the 2008 recession Sultan experienced severe budget cuts, and one of the affected areas was identified as the Sultan Cemetery. This needed the most work and extra care and Joshua began working with Donna Murphy, the City of Sultan's Volunteer Coordinator and Connie Dunn, the City of Sultan's Public Works Field Supervisor to organize a large volunteer project.

The Cemetery cleaning project brings in an average of 65 – 100 volunteers from the Church who volunteer grooming the Sultan Cemetery. They pressure wash and hand scrub the stones, cut blackberries, weed eat and provide overall grooming and maintenance.



The project started out once a year and now they give two days a year, usually around Memorial and Labor Days.



The volunteers have made tremendous progress and now want to incorporate the painting of curbs and crosswalks back into their volunteer work plan. To sum it up, "We want to volunteer wherever the City needs us", Joshua Dunbar, their Day of Service Coordinator said.

Another component of the Church of Jesus Christ Latter Day Saints giving to the community are the Missionaries who have been coming to Sultan since the 1800's.

Following completion of High School these young men and women of the Church are encouraged to be apply as a Missionary with the location determined in Salt Lake City at the Church Headquarters. The location could be anywhere in the world. Once the location is determined and they have been approved, they go to a preparation school for around 2 months to learn how to be a Missionary.

The primary focus of Missionaries is to teach about the Church. They're immersed in the communities and encouraged to assist the community wherever they can. And that's exactly what they do and have done since this Volunteer Coordinator can remember. The Missionaries have helped the Sultan Community building and installing playground equipment, loading and unloading heavy equipment and tables at the Return of the Salmon Celebration and every Library Book Sale, building "Dogs on First" Off Leash Dog Park, cleaning up and painting at Sultan's Annual "Project Main Street", at the Sultan Food Bank, Senior Center and Volunteers of America and much, much more. We in Sultan really appreciate what the LDS Church contributes to the people in our community. Their goal is to affect as many lives as they can, and they certainly exceed that goal in Sultan.

When asked where he sees the church's volunteer program in the next 2 – 5 years, Josh said he believes they've accomplished a lot at the Sultan Cemetery, to the point where it's just maintenance now and he wants to work with Donna Murphy, the City's Volunteer Coordinator to identify the current needs of the City now.

The Church of Jesus Christ Latter Day Saints started an interactive web site to unify and coordinate volunteers. Check out: www.justserve.org



**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1
DATE: October 13, 2016
SUBJECT: Community Service Officer
CONTACT PERSON: Victoria Forte', Community Service Officer

STAFF RECOMMENDATION:
Receive Report, no action required

Animal Control
Code Enforcement

BACKGROUND:
Community Service Officer Report

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2016	Sent to rescue	Euthanized	Dog at Large/ leash law violation	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA) Domestic and Wildlife	Abandoned Animal Complaint	Aggressive Animal Complaints	Bite Dogs/Cats	Cruelty/Neglect Investigation Complaints	Cat Complaints and/or Calls	Other... i.e. horses and chickens	wildlife
January	1	0	15	2	0	0	3	0	1	0	0	0
February	0	0	13	1	2	1	2	0	2	1	0	3
March	3	0	12	1	3	0	3	0	2	2	1	3
April	0	0	17	2	0	0	2	0	0	3	2	0
May	0	0	18	2	3	0	2	0	1	4	2	1
June	1	0	21	1	3	17	2	0	1	1	3	0
July	17	0	15	3	2	0	1	0	2	1	2	0
August	2	0	16	4	3	0	3	0	0	1	1	4
September	0	0	12	3	4	3	0	0	1	3	0	2
October												
November												
December												

Start Date	Case #	Property Address	Owner Name	Description of Violation	1st due	2nd due	contact with owner	comments	Final
04.25.2016	16.357	1021 Hiatt Court 1104 Meno	Bennett Pratt	fence					
04.25.2016	16.358	Timber Ridge	Pete Schroeder	overgrown vegetation	05.13.2016				05.09.2016
04.29.2016	16.359	306 Cedar Avenue	Olsen	roof and dwelling	07.14.2016				
04.29.2016	16.361	711 8th Street	Young	Collected house's overgrown vegetation, trash and rubbish	5.30.2016				
04.29.2016	16.362	720 Junction Lane	Erhart Properties	overgrown vegetation					
04.29.2016	16.363	718 Junction Lane	Hubbard	junk and inoperable vehicles	05.13.2016				05.12.2016
04.29.2016	16.364	12017 311st Avenue NE	Webster	junk and inoperable vehicles	05.13.2016				05.20.2016
05.12.2016	16.365	838 Salmon Run North	Lingmann	slatwall obstruction overgrown trees	05.13.2016				06.01.2016
05.12.2016	16.366	708 High Avenue	Feller	slat wall obstruction	05.30.2016				
05.11.2016	16.367	806 Walnut Avenue	Sensor	debris in front of the house obstructing sidewalk	07.01.2016				06.27.2016
05.17.2016	16.368	323 Marcus Street	Pfipp	New Roof	05.31.2016				05.19.2016
05.18.2016	16.369	502 8th Street	Pfipp	overgrown vegetation	5.20.2016				5.25.2016
05.18.2016	16.370	Amy Auto		parking to close to the tank	05.31.2016				06.10.2016
05.18.2016	16.371	4th Street/FY Avenue		vegetation					
05.26.2016	16.372	118 8th Street		enclosing a deck construction, no permit			Cyd		??
05.26.2016	16.373	912 1st Street		grading, filling, placing activity objects in roadway	8.14.2016				
05.26.2016	16.374	807 High Avenue	Meyer	slat wall obstruction	8.14.2016			in process	
05.26.2016	16.375	105 4th Street	Fourth Street LLC	overgrown vegetation				working on back yard cleanup	
05.26.2016	16.376	905 4th Street SE	Planning	overgrown vegetation				question sent to county	
05.26.2016	16.377	1114 Sycamore Drive	Emerald	grading, filling, placing activity objects in roadway	8.14.2016				06.02.2016
05.26.2016	16.378	313 Amberwood Circle	Williams	fence	8.14.2016				
05.26.2016	16.379	13502 302nd Avenue SE	Riordan	gate total, no permit	06.24.2016				06.03.2016
05.26.2016	16.380	802 Pine Street	BSI French Systems	overgrown vegetation	8.14.2016				8.2016
05.26.2016	16.381	910 Pine Street	Williams	overgrown vegetation	8.14.2016				8.2016
05.26.2016	16.382	711 Main Street	BSI French Systems	overgrown trees	06.24.2016				7.2016
05.26.2016	16.383	707 Main Street	BSI French Systems	overgrown trees	06.24.2016				7.2016
05.26.2016	16.384	617 Main Street	BSI French Systems	overgrown trees	06.24.2016				7.2016
05.26.2016	16.385	511 Main Street	BSI French Systems	overgrown vegetation	07.01.2016				08.01.2016
05.26.2016	16.386	310 Main Street	BSI French Systems	overgrown vegetation	07.01.2016				9.2016
05.26.2016	16.387	102 2nd Street	BSI French Systems	discarded fence	07.01.2016				9.2016
05.26.2016	16.388	202 Alder Avenue	BSI French Systems	overgrown vegetation	07.01.2016				9.2016
06.15.2016	16.389	Property Address Three Rivers Trucking	Owner Name	Description of Violation	1st due	2nd due	contact with owner	comments	Final
06.15.2016	16.39	Mama Bear's	Evans	no business license	06.28.2016		vj/sco	Placed sign	
06.15.2016	16.391	Flaming Lumber	Evans	no business license	07.09.2016			Sign does not contain name, and used for no business license obtained	
6.30.2016	16.393	710 Stratford Place	Evans	junk and inoperable vehicles	07.09.2016			Placed sign	
07.13.2016	16.394	301 3rd Street	Evans	vegetation	07.09.2016			Placed sign	7.2016
07.13.2016	16.395	515 9th Street	Evans	vegetation	07.09.2016			Placed sign	7.2016
08.01.2016	16.396	Timber Ridge	Broughton	junk and debris, trailer blocking sidewalk					
07.25.2016	16.397	611 7th Street	Broughton	Illegal dumping of Burman Lumber					
08.01.2016	16.398	301 8th Street	Green	junk and inoperable vehicles					
07.26.2016	16.399	6th Street, Cedar	BSW	unsafe manufactured home, discarding fence					
07.04.2016	16.401	2009 E. Ordler	Moran, Nijayans	parking issues					
07.15.2016	16.401	415-W Stevens	Moran, Nijayans	overgrown vegetation, back yard					
8.23.2016	16.402	805 Stevens Avenue	McLean	separators					
8.23.2016	16.402	805 Stevens Avenue	McLean	roof not permit	08.18.2016				
8.24.2016	16.403	2001 Deer Road	Brull	slat wall obstruction	9.14.2016				
9.19.2016	16.404	21917 311st Avenue SE	Webster	slat wall obstruction	10.3.2016				
9.19.2016	16.405	800 High Ave	foreclosure	junk and inoperable vehicles	10.3.2016				
9.9.2016	16.406	404 1st Ave	McCarthy	overgrown vegetation	10.3.2016				
9.21.2016	16.407	319 Webster	McCarthy	Accumulations of trash and rubbish	10.3.2016				
9.23.2016	16.408	928 Stevens Avenue	Ingratall	slat wall					
9.23.2016	16.408	928 Stevens Avenue	Ingratall	no railing on second story glass point					

Start Date	Case #	Property Address	Owner Name	Description of Violation	1st due	2nd due	Contact with owner	Comments	Final
5.20.14	14.269	107 Main Street	Basham	Fire 10.2.2015, illegally installed trailer, unit dwelling	10.14.2015			Fire marshals issue	01.01.2016
10.8.2015	15.570	818 Alder Avenue	Gunn	fence	10.14.2015				01.01.2016
10.6.2015	15.571	717 Main Street	McIntyre	fence	10.14.2015		via		11.2015
10.6.2015	15.572	805 Main Street	Riesman	fence, illegal trailer, catch	08.15.2016		via	working on permits	
11.4.2015	15.573	611 7th Street	Stevens	removal of illegal structure	08.15.2016				
11.5.2015	15.574	603 7th Street	Pigg	construction and grading	11.20.2015				12.2015
11.5.2015	15.575	600 8th Street	Miller	Roof - no permit	02.25.2016		WFO	voluntary agreement	12.2015
11.3.2015	15.576	707 Alder Avenue	Jordan	trailer/ADU, trash and rusty/abandoned items sitting	11.20.2015			voluntary agreement	05.12.2016
11.3.2015	15.577	608 Walnut	Gutierrez	construction remodel and fence	12.18.2015		via		
12.21.2015	15.578	817 Alder Avenue	V LLC	illegally parked trailer	1.14.2016				
12.30.2015	15.580	1212 Lovell Hill Drive	Werner	trailer/ADU	01.14.2016				2.2016
12.30.2015	15.581	107 Birch Avenue	Hoyt	trailer/ADU	01.29.2016				
01.04.2016	15.582	1008 Cheryl Way	Forrest	public safety	02.02.2016			77777	
01.04.2016	15.583	806 Elm Street	McIntyre	public safety	02.02.2016				
01.04.2016	15.584	1054 5th Street	Green	firearm permit	02.02.2016				01.28.2016
1.16.2016	15.585	32000 dk SR2	Haynes	illegally parked and trailer/ADU	02.01.2016	07.01.2016		property for sale	
1.22.2016	15.586	1001 Dyer Road	Kopi	Vegetation, encroachment and/or height	02.01.2016	03.01.2016			
1.22.2016	15.587	1008 Dyer Road	Wickham and Schick	Vegetation, encroachment and/or height	02.01.2016	03.01.2016			
1.22.2016	15.588	1018 Dyer Road	Bender	Vegetation, encroachment and/or height	02.01.2016	03.01.2016			
1.22.2016	15.589	110 Dyer Road	Knight	Vegetation, encroachment and/or height	02.01.2016	03.01.2016			
1.22.2016	15.590	1013 Dyer Road	Gibson	Vegetation, encroachment and/or height	02.01.2016	03.01.2016			
1.22.2016	15.591	817 Dyer Road	Ewert	Vegetation, encroachment and/or height	02.01.2016	03.01.2016			
01.28.2016	15.592	913 Dyer Road	Mannery	Vegetation, encroachment and/or height	02.15.2016				01.28.2016
01.28.2016	15.593	809 Dyer Road	Turner	Vegetation, encroachment and/or height	02.15.2016				
01.28.2016	15.594	807 Dyer Road	Ewert	Vegetation, encroachment and/or height	02.15.2016				
01.28.2016	15.595	501 Alder Avenue	Wagner	Vegetation, encroachment and/or height	02.15.2016				0.25.2016
02.02.2016	15.597	710 Stratford Place	Evens	Vegetation, encroachment and/or height	02.15.2016				04.01.2016
02.03.2016	15.598	2806310042300	Knowlton	trash, rubbish, accumulations of poop	02.24.2016			notice needed	02.27.2016
02.10.2016	15.599	202 Alder Avenue	Van Horn	trash, rubbish, accumulations of poop	02.29.2016				
02.11.2016	15.600	32340 142nd Street SE	Cody	trash, rubbish, accumulations of poop	02.29.2016	03.25.2016		Any	03.01.2016
02.12.2016	15.601	720 Fr Avenue	Wigala	fence sight obstruction	02.29.2016				04.07.2016
02.12.2016	15.602	1203 Bates Road 2	The Duncage	Roof - no permit, sign - no permit	3.31.2016				04.07.2016
03.02.2016	15.603	217 Alder Avenue	Valley	Description of Violation	03.11.2016		contact with owner	comments	final
02.24.2016	15.604	800 1st Street	Soble	Roof - no permit	3.10.2016		via	comments	04.22.2016
02.24.2016	15.605	210 1st Street	Figueroa	trailer	3.20.2016			permit app coming	03.14.2016
03.14.2016	15.606	31309 Rosewood	Foley	trailer	03.16.2016				
3.16.2016	15.607	208 Seward Drive	Wright	vehicle repairs on the street, blocking of driveway	04.07.2016		via	relates to party?	
3.21.2016	15.608	904 1st Street	Sternil	overgrown vegetation	04.15.2016			fire tag permit issued 5.25.2015	7.2016
4.5.2016	15.609	1017 Heat Court	McClintock	trash, rubbish, put out and inoperable vehicles	04.15.2016				04.15.2016
04.05.2016	15.610	1017 Meera Lane	Buchan	roof no permit	04.15.2016				04.12.2016
04.05.2016	15.611	409 High Avenue	Gallagher	abandoned fence	04.15.2016	05.13.2016	via	voluntary agreement	
04.06.2016	15.612	720 Fr Avenue	Wright	Fence	04.19.2016				
04.06.2016	15.613	211 6th Street	Mountain View Church	unpermitted conversion	05.02.2016		via	meeting with Pastor	
04.12.2016	15.614	614 Alder Avenue	Bluff Birch	fence setback	5.3.2016				
4.13.2016	15.615	812 Dyer Road	Petrack	encroached on way	04.17.2016				
04.14.2016	15.616	910 Pine Street	bank owned	Blocking Sidewalk	04.28.2016		Mathews	SO advised to no fence and must not block sidewalk	07.30.2016
04.15.2016	15.617	303 8th Street	G-3 INC	overgrown vegetation	05.03.2016			responsible party??	
04.15.2016	15.618	405 5th Place	Cramer	fence - no permit	05.03.2016				
04.15.2016	15.620	494 11th Street	Keller	discarded fence	05.13.2016				
04.15.2016	15.621	804 Fr Avenue	Furrer	unpermitted conversion	05.13.2016			Denial will return structure to original	05.12.2016
04.15.2016	15.622	502 Walnut Avenue	Stevens	trash	05.13.2016				05.12.2016
04.15.2016	15.623	811 7th Street	Jones	fence	05.13.2016			pending	
04.15.2016	15.624	489 Walnut Lane	Thompson	construction	05.13.2016			owners will correct set back issue	05.20.2016
04.18.2016	15.625	Suburban Run North	HOA	non-conforming setbacks, accessory structure	04.30.2016		via		05.12.2016
4.15.2016	15.626	607 1st street	VOA	graveling etc	04.28.2016		via		04.22.2016
04.20.2016	15.627	201 Cedar Street	Pacopca	sign obstruction	05.13.2016			waiting for feedback	
04.20.2016	15.628	201 Birch Street	Coat	fence	05.13.2016				
04.20.2016	15.629	205 Birch Street	Alcorn	deck	05.13.2016			no permit needed	05.20.2016
04.20.2016	15.630	214 Walnut Lane	Alcorn	deck	05.13.2016			no permit needed	05.20.2016
04.20.2016	15.631	602 Walnut Avenue	Homer	fence	05.13.2016				Duplicate
04.20.2016	15.632	3rd Street and Main	Stevens	1 Menard - entry issue/tee				Mick	
04.20.2016	15.633	1015 Dyer Road	City of Station	trash and rubbish				in process of being cleaned	
04.20.2016	15.634	13716 319th Avenue SE	Elliottswalger	Roof - no permit					
05.12.2016	15.635	1000 Lovell Hill Drive	Koehnig	abandoned vehicle				REDO issue	



Community First

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



Sheriff Ty Trenary

Mayor Carolyn Eslick

Notable Events of September 2016

Mission: To provide safe communities through dedicated and professional services.

Vision: We promise that Snohomish County will have a Sheriff's Office that is community-minded, progressive, and professional.

Values: Integrity, Dignity, Commitment, and Pride in everything we do.

The Sultan Deputies continue to work hard at providing a high quality of service to this community. The number of reported crimes are fairly consistent the past few months, although we had 3 more reported thefts in September versus August (8 vs. 5), and 6 reported fraud cases. Sultan also only had 1 reported burglary (down from 2 in August), and only 1 malicious mischief (down from 2 in August). Sultan deputies responded to a total of 372 calls for service within the city in August. Of those 372, 183 calls were generated from 911, and 189 were self-initiated. They also assisted East County Deputies on 225 calls, of which 150 were 911 generated and 71 were self-initiated. Total calls for service thus far for the past 3 months just within Sultan city limits is at 1106. Adding in the calls where Sultan assisted East County, the total number of calls is at 1853.

One of our nuisance houses (Stecher residence) was up for auction, but unfortunately the sale fell through. The current residents have permission to be on the property in order to continue to clean until Oct 13th. Deputy Matthews will continue to work with the task force to monitor our other nuisance houses.

Detective Hawthorn continues to be very busy with both Sultan investigations and East County investigations. Just a few of the investigations he is currently working on include the burglary of the Sultan City yard where the food bank truck and a laptop computer were stolen. Detective Hawthorne has submitted DNA evidence, and is waiting on results. He is also working a fairly complicated county Arson case and the burglary of the Storm Lake Grocery.

School Resource Officer (SRO) Deputy Hess had a busy first month. He has met with the administration staff at each school to open and maintain communications. He will also be looking into providing re-fresher training on the Run-Hide-Fight concepts in the event of an active shooter, and is also researching current lockdown procedures to determine if any improvements can be made. In addition, he has met with the school district's tech department and, at his suggestion, new cameras will be installed to better monitor the lower lot

of the high school. This will allow us to better monitor any potential issues that may arise in that lot. Deputy Hess handled numerous incidents such as 4 incidents involving a fight or threats of a fight at the high school, 3 truancy checks each at the high school and middle school, 5 traffic related issues, and assisted school administration 18 times. In addition to these activities, Deputy Hess also had 30 student counseling's at the high school and 2 at the middle school. There was also 1 brief lockdown at the Sultan Elementary school due to an aggressive dog on Fir Street next to the school during recess time. The staff was able to get the kids secured with no injuries and only a minor interruption to the school day.

Respectfully Submitted,

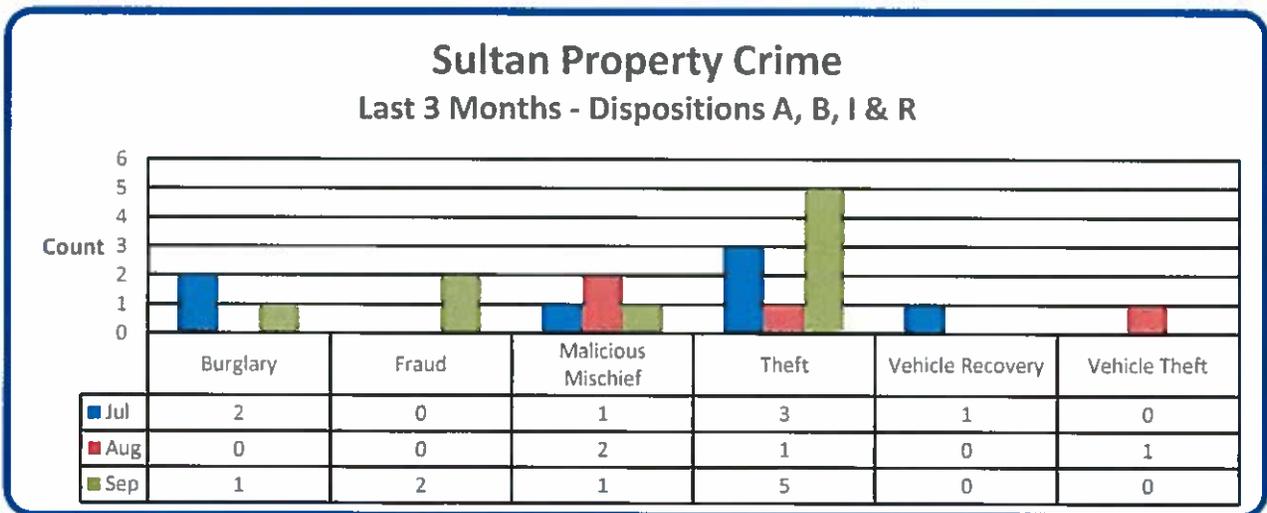
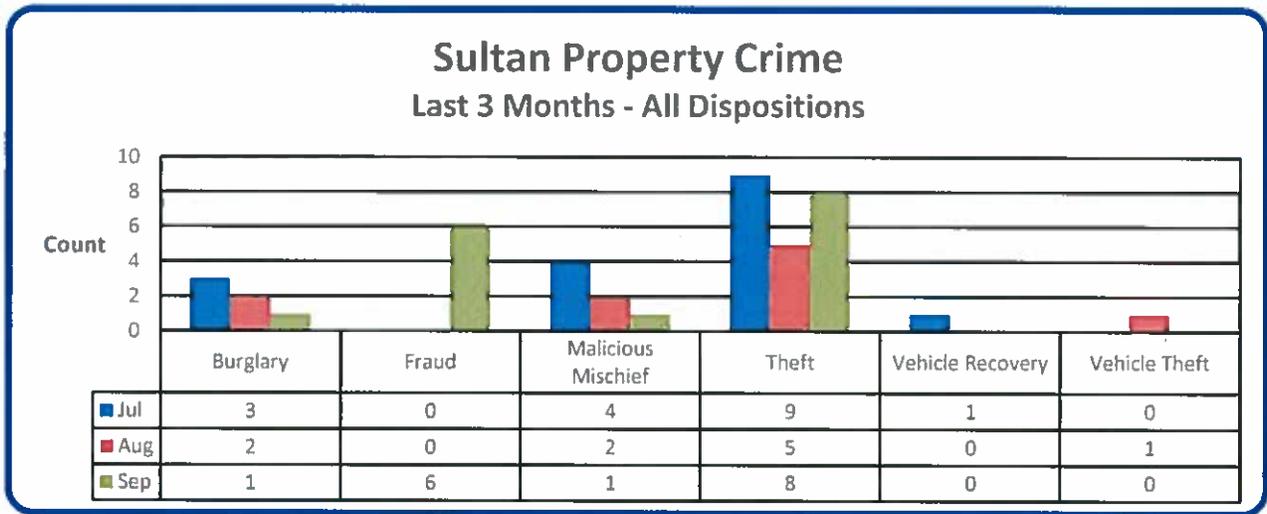
Lt. Steve McDonald
Sultan Police Chief

The following tables and charts compare incident types of service reported by the Sultan Police Department and have incident numbers assigned with an Originating Agency Identifier (ORI) of WA0311500. Data was obtained from a LERMS Data Analysis and Mapping query. The Incident Call Source table shows ORI data for all beats. The remaining tables and charts show only SUL (within Sultan City Limits) data.

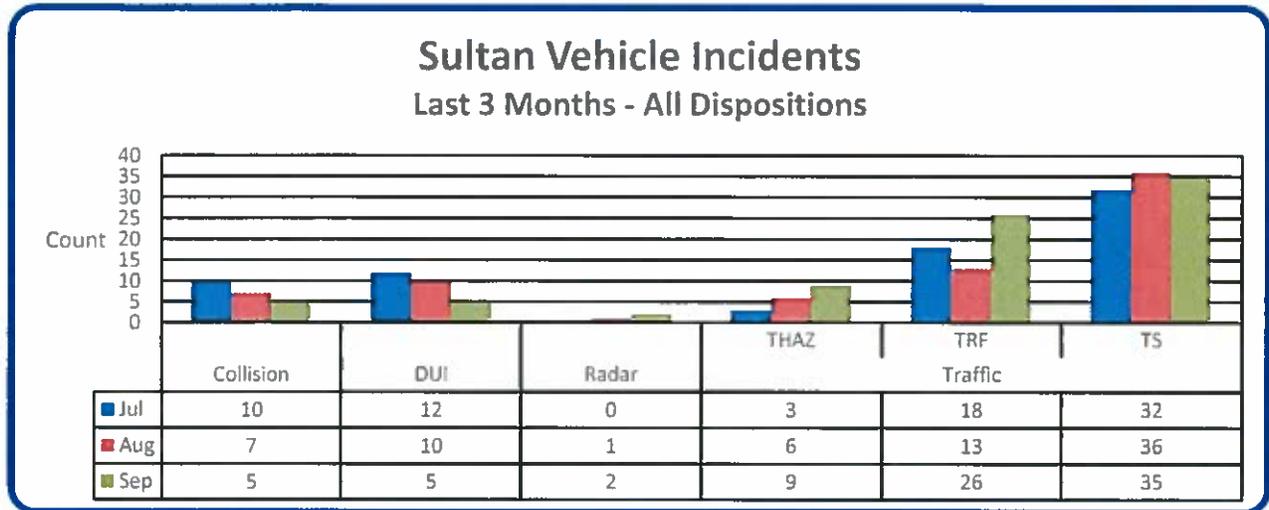
Incident Call Source

Beat & Call Source	Jul	Aug	Sep	Totals
SUL	395	339	372	1106
911	268	202	183	653
Officer-Initiated	127	137	189	453
Other Beats	293	229	225	747
	3	4	4	11
911	204	153	150	507
Mail	1	0	0	1
Officer-Initiated	84	72	71	227
Other	1	0	0	1
Totals	688	568	597	1853

The Incident Call Source table shows calls to all beats responded to by the Sultan PD. Remaining charts and tables show only incidents within the city limits of Sultan.



- Note: Dispositions may be singular or multiple (combined). Dispositions, other than "all", are singular values or the end disposition of a string of dispositions. A = Arrest, B= Booking, I = Impounded and R= Case Report



THAZ = Traffic Hazard, TRF = Traffic Problem and TS = Traffic Stop

Tickets Reported	Jul	Aug	Sep	Totals
Traffic Stop	6	5	3	14

Incident Types – Past 3 Months

Incident Type	Jul	Aug	Sep	Totals
911	13	20	17	50
Abandoned Vehicle	7	2	5	14
Alarm	13	10	4	27
Animal	5	5	3	13
Assault	5	5	5	15
Assist	4	5	6	15
Burglary	3	2	1	6
Civil	13	8	5	26
Collision	10	7	5	22
CPS	0	1	0	1
Death	2	1	0	3
Disturbance	21	9	12	42
DUI	12	10	5	27
DV	5	8	3	16
Fireworks	9	0	0	9
Follow Up	50	44	52	146
Foot	1	1	0	2
Fraud	0	0	6	6

Harassment	1	1	3	5
Information	1	0	1	2
Malicious Mischief	4	2	1	7
Mental	1	0	1	2
Noise Complaint	4	6	3	13
Nuisance	8	1	2	11
Order Violation	0	2	2	4
Ordinance Violation	1	2	3	6
Other	3	4	6	13
Paper Service	0	3	3	6
Parking	8	12	13	33
Person Lost/Found	3	1	0	4
Property Lost/Found	9	7	6	22
Public Assist	15	17	14	46
Radar	0	1	2	3
RSO	2	5	2	9
School	0	0	25	25
Search Warrant	1	0	1	2
Security Check	8	8	12	28
Sex Offense	0	0	1	1
Shots Heard	1	2	2	5
Substance Abuse	2	7	6	15
Suicide	3	2	1	6
Suspicious	60	43	45	148
Theft	9	5	8	22
Threat	0	0	2	2
Traffic	53	57	70	180
Trespass	8	3	2	13
Vehicle Recovery	1	0	0	1
Vehicle Theft	0	1	0	1
Warrant	7	4	4	15
Weapon	2	1	0	3
Welfare Check	7	4	2	13
Totals	395	339	372	1106

Table and charts compiled by Volunteer Ray Coleman

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Public Hearing

DATE: October 13, 2016

SUBJECT: Zoning Code (Title 16) and Related Land Use (Titles 15 & 17) Code Amendments

CONTACT PERSON: Brad Collins, Interim Planning Director

ISSUE:

The issue is to open the public hearing and continue it to October 27, 2016.

The old 1995 Unified Development Code that regulates land use zoning regulations requires more professional planning staff work than the City of Sultan's existing budget and staffing capacity can meet to make timely land development reviews. Accordingly, the zoning regulations have been rewritten to reduce the amount of staff time needed to process many conditional use permits in favor of permitted uses in more traditional residential, commercial, and industrial zones. The new Zoning Code and related land use code amendments are consistent with the intent of the Comprehensive Plan goals and policies. For consistency other related land use regulations in Titles 2, 6, 12, 15, 17, and 21 also have been revised and/or relocated to make the land use development review follow a simpler and more efficient permit process.

COUNCIL COMMITTEE/PLANNING BOARD/WORK GROUP RECOMMENDATION:

From February through September 2016, the Planning Board meet often twice a month at public meetings and held a public hearings on July 21, 2016, and August 18, 2016. At its joint meeting with the City Council on September 15, 2016, the Planning Board recommended approval of a new Zoning Code and other related land use code amendments for adoption by the City Council. While much of the zoning code language in Title 16 has been unchanged, the elimination of many conditional uses and the addition of more permitted uses in more traditional residential, commercial, and industrial zones represent the bulk of the new Zoning Code amendments.

STAFF RECOMMENDATION:

The City staff proposed the initial zoning code amendments and concurs with the recommendation of the Planning Board as they have revised the staff proposals per the attached Ordinances, which has continued to be modified in response to public comments and questions arising in the review of the draft language. The minutes of the

February through September, 2016, Planning Board meetings and the ongoing drafts incorporating new language as the public review process has progressed provide documentation of how the new Zoning Code and other related land use code amendments are proposed to change.

SUMMARY:

The proposed new Zoning Code and other related land code amendments accomplish three things:

- Make the land development review, particularly for permitted and conditional land uses, simpler for the public and more efficient for the limited staffing capacity to process. These code amendments will save time and make the development review less costly for applicants. The code language in the Sultan Municipal Code will allow land uses to be permitted without the need for as many condition use permit approvals through the Hearing Examiner process, will reduce the need for staff interpretations, and will avoid confusion which leads public conflicts and appeals.
- Update the Zoning Code and other related land use codes to be consistent with the 2005/2009 and 2011/2015 Comprehensive Plan GMA updates. The New Zoning Code will assist implementation of the following Sultan Comprehensive Plan goals and policies: (a) "reduce the cost of housing development and support regional efforts to accommodate affordable housing for all demographic groups and income levels" (Housing Goal #5), (b) "streamline and simplify development regulations to minimize the cost of housing development" (Housing Policy 5.2), and (c) "facilitate local business development efforts, property investment projects, and programs that enhance Sultan economic opportunities" (Economic Development Goal #2).
- Exemplify zoning code text changes that have been studied for more than two years without reaching conclusions regarding desired changes that will simplify development regulations that may be discouraging implementation of Sultan's Comprehensive Plan for housing development and economic development and stagnating healthy maintenance and growth of the City's tax base.

ALTERNATIVES:

The primary alternative is to not adopt some or all of the zoning code and other related land use code amendments, particularly if the text changes fail to achieve the highest and best use of the residential, commercial, and industrial zones or if the added language does not adequately clarify and simplify the development regulations. The zoning code and other related land use code amendments should be decided on whether or not these code amendments maintain and grow the City's tax base through development that does not adversely affect the development of other properties.

FISCAL IMPACT:

The code amendments have no immediate impact on the City's budget. Future impacts would depend on two separate outcomes: 1) the maintenance and growth of the City's tax base with implementation the land use development regulations under the new Zoning Code and other related land use code amendments and 2) the efficiency and cost savings that may be found with permit processing demands on the limited capacity of the City's professional planning staff. It is the express intention to have both outcomes result in a positive growth of the City's tax base and in an efficient processing of land development applications within the limited capacity of the two person professional planning staff.

DISCUSSION:

City Council can continue the discussion that has been on-going for six months with the Planning Board and begun by the City Council at its joint meeting with the Planning Board on September 15, 2016.

RECOMMENDED ACTION:

Continue the public hearing on the new Title 16 Zoning Code, Title 15 Building, and Title 17 Environment land use codes amendments to October 27, 2016

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1

DATE: October 13, 2016

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the September 22, 2016 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – September 22, 2016

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center at 7:01 p.m. Councilmembers present: McCarty, Seehuus, Neigel, Beeler, Naslund, Walker, and Wiita. Absent: Student Representative Sorgen.

Staff present: City Administrator Ken Walker, City Attorney Amy Mills, Volunteer Coordinator Donna Murphy, and Deputy Clerk Tami Pevey.

CHANGES/ADDITIONS TO THE AGENDA:

PRESENTATIONS:

1) Business Spotlight – Spirit Hawk Construction

Home Based Business Owned by Charlie Shisler. Started in 2008 as a lone craftsman doing custom deck design and construction. He has grown to offer turnkey construction services. Looks forward to offering design build services to community and appreciates referrals. Charlie stated a slogan he likes to say is "you can call us or you can screw it up yourself." Stated not as much business comes from residents within community, but looks forward to more work from that arena. He attempts to go no further than Renton/Seattle, but will go further when the work calls for it. Mayor Eslick presented Charlie Shisler with a certificate of recognition.

2) Volunteer Spotlight – Off Leash Dog Park Volunteers

Community Members involved were Bernie Swaim, Sahara Pizza, Loggers Tavern, and many countless volunteers. Bernie thanked the Mayor for allowing him to work on this project as project Manager. Also thanked Victoria Forte, Animal Control officer. Looking forward to completing Phase 3 in the coming months. Thanked CM Walker for encouraging him to volunteer in the city. Mayor Eslick presented Bernie and other volunteers in attendance with certificates of appreciation and thanked them for the success of the dog park.

3) Proclamation – Return of the Salmon Celebration

September 24, 2016 marks the 8th year of the celebration. Donna Murphy presented Craig Young. Mr. Young expressed appreciation for continuing support from the City. Thanked city staff members to include, but not limited to, Connie Dunn, Nate Morgan, Donna Murphy, Tami Pevey, Councilmember McCarty, Councilmember Walker, & Mayor Eslick for their involvement in the preparation of the event. Invited everyone present to attend the event. Craig stated the proclamation is recognizing people who have passed such as Judy Woods, Hazelbrook, and Don Fults. He proceeded to read the proclamation for the year.

Mayor Carolyn Eslick proclaimed Saturday, September 24, 2016 as a day of remembrance of Chief John T'seul-Ted, honoring Sultan's vision and celebrating the return of the salmon.

COMMENTS FROM THE PUBLIC:

Dale Doornek, 801 5th Drive, Sultan – Traffic on High Ave near 5th Drive needs something to reduce the speed of traffic. Concerned for safety of kids and residents in a school area.

Kay George, 1304 Skywall Drive – Ordinance 1245-16; It was brought before council before a town this size doesn't need a whole department related to Community Development and it

shouldn't be manned by a person who did the opposite. City would have saved a lot of money dealing with this a long time ago, but never too late.

COUNCILMEMBER COMMENTS

CM McCarty: Radar trailer an option for places where speeding. Working at Return of Salmon as raffle ticket vendor.

CM Neigel: Asked students in audience who they represent... Boy Scouts of America and church. Students have stated working on a merit badge for citizenship in the community. Students in attendance were Carson, Chance, Gavin, and Caden with the Startup Boy Scout Troop. CM Neigel acknowledged the youth and offered his partnership to talk with the troop. Thanked them for their attendance. He met with Admin Walker, Mayor, and Code Enforcement Officer Victoria Forte regarding signs at city limit property west of town. It is clear the City has the ability to regulate that area and precedence has been set by WSDOT and the county that city should be involved to regulate. Believes there is a win-win situation when committee and council meet next to discuss sign codes.

CM Naslund: Attended a vendor expo with Public Works Field Supervisors Nate Morgan and Connie Dunn. Met with Dr. Copple about reviving city clock that has been removed during construction. Dr. Copple excited about this project and suggested the clock be upgraded with a chip that syncs to a world time satellite. Would allow it to reset automatically if power goes out or time changes.

CM Beeler: Explained to the four boys in attendance their names were now officially added to the council record of the meeting as proof of attendance. He remembered earning that badge and thought it was kind of fun but boring as a kid. Thanked PW Director Matheson for reflectors installed on Sultan Basin Rd. Stated original theory of Dog Park was next to highway and his family loves it at Osprey Park.

Admin Walker: Grant for recycle bins approved and allowed to receive nine; three have been purchased and installed at Osprey Park in preparation for the Salmon Festival. Met with County Park and Washington Trails employees who were brought in to work on Suzie's Trail. Will come to terms with Washington parks to help construct the trail in most feasible economical way.

Mayor Eslick: In reference to Dale Doornek's comments, will inquire on radar and inform Sheriff's Department to have deputies focus attention there. Doornek suggested more focus in the evening. Mayor suggested residents capture activity with cameras and photos for officers to follow-up.

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

- 1) **Public Works**
- 2) **Police Report**
- 3) **Planning Board Minutes**

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 Wiita, seconded by Councilmember Naslund, the consent agenda was approved as presented; all approved.

- 1) Minutes of the September 8, 2016 Council meeting as on file in the Office of the City Clerk
- 2) Voucher Approval in the amount of \$202,214.11 and payroll through August 26, 2016 in the amount of \$89,804.99 to be drawn and paid on the proper accounts.
- 3) Return of the Salmon Celebration Proclamation

ACTION ITEMS:

1) Ordinance 1245-16 - SMC 2.17 Community Development

The current SMC 2.17 creates a Community Development Department. Based on the size of the city and the staff available, the city does not need a Community Development Department, instead would be better served by changing the code to create a Planning Department. The position of Planning Director would be easier for the city to fill and would not require the higher wage needed for a Community Development Director.

On a motion by Councilmember Wiita, seconded by Councilmember Seehuus to approve Ordinance 1245-16 to amend SMC 2.17 to Community Development. McCarty - aye, Seehuus - aye, Walker - aye, Wiita - aye, Neigel - aye, Beeler - nay, Naslund - aye

2) Grit Equipment Replacement Professional Services Contract

The grit equipment at the City's Wastewater Treatment Plant has reached the end of its useful life and needs to be replaced.

On a motion by Councilmember Walker, seconded by Councilmember Wiita to open for discussion council authorized the Mayor to sign a contract (Attachment A) with RH2 Engineering, Inc. (RH2) to provide professional engineering services for Grit Equipment Replacement for an amount not to exceed \$12,551 without prior authorization by the City Council; All ayes.

Adjournment: On a motion by Councilmember Walker, seconded by Councilmember Naslund, the meeting adjourned at 7:42 PM. All ayes.

Carolyn Eslick, Mayor

Tami Pevey, Deputy Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: October 13, 2016
SUBJECT: Voucher Approval - 2016
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$358,021.09 and payroll through September 23, 2016 in the amount of \$62999.14 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$ 421,020.23

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
October 13, 2016**

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/ 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 #332341-45	\$ 3,881.45
Direct Deposit #20	\$ 35,618.06
Benefits Check #32346-47	\$ 8,659.71
Tax Deposit #20	\$ 14,839.92
Accounts Payable Checks #32348-403	\$ 358,021.09
ACH Transactions - DOR	\$
TOTAL	\$ 421,020.23

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Russell Wiita, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 10/6/2016 - 2:19 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
32349	10/13/2016	agsupply	AG Supply Co	492.88	0
32350	10/13/2016	amtest	AM Test	30.00	0
32351	10/13/2016	AWWA	American Water Works Association	209.00	0
32352	10/13/2016	App	Associated Petroleum Products Inc	2,039.97	0
32353	10/13/2016	CIAW	Cities Insurance Association of Washi	250.00	0
32354	10/13/2016	BCollins	Brad Collins	9,176.90	0
32355	10/13/2016	Comcast	Comcast	1,161.09	0
32356	10/13/2016	Corin	Correctional Industries	217.14	0
32357	10/13/2016	Costco	Costco	364.29	0
32358	10/13/2016	DOE	Department of Ecology - Cashiering S	1,460.54	0
32359	10/13/2016	DRD	DRD Mobile Crane & Equipment Rep	309.23	0
32360	10/13/2016	EnvRes	Environmental Resource Associates	83.52	0
32361	10/13/2016	ERW	Evergreen Rural Water	95.00	0
32362	10/13/2016	Frontier	Frontier	145.55	0
32363	10/13/2016	Gray	Gray & Osborne Inc.	26,944.16	0
32364	10/13/2016	GroenPac	Groeneveld Lubrication Solutions Inc	98.26	0
32365	10/13/2016	hbjaeger	H.B. Jaeger	1,784.79	0
32366	10/13/2016	hach	Hach Company	144.90	0
32367	10/13/2016	HoneyB	Honey Bucket	429.90	0
32368	10/13/2016	ICC	International Code Council	135.00	0
32369	10/13/2016	lakeside	Lakeside Industries	1,804.08	0
32370	10/13/2016	Mailfin	Mail Finance	734.68	0
32371	10/13/2016	napa	Monroe Parts House	349.91	0
32372	10/13/2016	OASYS	Oasys Office Automation Systems	47.70	0
32373	10/13/2016	OfcDepot	Office Depot	1,096.72	0
32374	10/13/2016	PUD I	PUD	6,400.50	0
32375	10/13/2016	PSE	Puget Sound Energy	112.36	0
32376	10/13/2016	QCL	QCL, Inc.	181.25	0
32377	10/13/2016	QBS	QualityBusinesss Systems Inc	7.97	0
32378	10/13/2016	recyclea	Recycle Away	1,102.25	0
32379	10/13/2016	RedApl	Red Apple Market	40.55	0
32380	10/13/2016	AllWaste	Republic Services	12,635.46	0
32381	10/13/2016	Shred	Shred-it USA LLC	97.50	0
32382	10/13/2016	SnoCoFl	Snohomish County Fleet Management	198.95	0
32383	10/13/2016	SRDTF	Snohomish County Sheriff	77,477.08	0
32384	10/13/2016	Snopac	Snopac	5,790.69	0
32385	10/13/2016	SoundPub	Sound Publishing Inc	184.04	0
32386	10/13/2016	Sound	Sound Safety Products Co. Inc.	408.46	0
32387	10/13/2016	CDonk	Cyd Sparks	33.00	0
32388	10/13/2016	SRVConst	SRV Construction Inc.	168,080.38	0
32389	10/13/2016	JStrauss	Jason Strauss	240.90	0
32390	10/13/2016	Summit	Summit Research Labs	4,244.32	0
32391	10/13/2016	Titan	Titan Electric	1,368.71	0
32392	10/13/2016	TMG	TMG Services, Inc.	764.57	0
32393	10/13/2016	atrua	Aimee Lou Trua	4,400.00	0
32394	10/13/2016	BluBook	USA Blue Book	2,114.54	0
32395	10/13/2016	VerizonW	Verizon Wireless	675.02	0
32396	10/13/2016	Visa	Visa	558.31	0
32397	10/13/2016	Visa	Visa	1,460.04	0
32398	10/13/2016	VISA	Visa	1,013.10	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
32399	10/13/2016	Visa	Visa	21.62	0
32400	10/13/2016	WSysFab	Western Systems & Fabrication	2,248.71	0
32401	10/13/2016	WLJ	White Lightning Janitorial	620.00	0
32402	10/13/2016	whreilly	Wm. H. Reilly & Co.	10,664.04	0
32403	10/13/2016	Zachor	Zachor and Thomas, Inc. P.S.	4,500.00	0
				Check Total:	357,249.53

Accounts Payable

Check Register Totals Only

User: laura.kocnig
 Printed: 9/30/2016 - 10:12 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
32346	09/30/2016	AFLAC	Attn: Remittance Processing AFLAC	44.30	0
32347	09/30/2016	Retire	Department of Retirement	8,615.41	0
				Check Total:	8,659.71

PR 20 2014

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 09/28/2016 - 2:23PM
Batch: 4-9-2016
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
09/30/2016	0	001	Laura Koenig	2,365.47
09/30/2016	0	002	Tami Pevey	1,323.74
09/30/2016	0	004	Donna Murphy	1,336.51
09/30/2016	0	007	Julie Addington	1,857.12
09/30/2016	0	010	Cynthia Sparks	1,712.70
09/30/2016	0	011	Janice Mann	1,267.15
09/30/2016	0	015	Kenneth Walker	3,212.84
09/30/2016	0	019	Michael Matheson	3,034.75
09/30/2016	0	020	Connie Dunn	2,168.11
09/30/2016	0	021	Nathan Morgan	2,036.94
09/30/2016	0	028	Todd Strom	1,753.12
09/30/2016	0	049	Victoria Forte	1,663.01
09/30/2016	0	072	Carolyn Eslick	1,122.32
09/30/2016	0	092	Jeffrey Beeler, Sr	415.57
09/30/2016	0	098	Robert McCarty	348.57
09/30/2016	0	100	Russell Wiita	306.97
09/30/2016	0	120	Matthew Wood	2,304.20
09/30/2016	0	121	Jason Strauss	1,616.73
09/30/2016	0	125	Riley Edwards	1,230.20
09/30/2016	0	127	Michael Rains	1,265.04
09/30/2016	0	129	Brian Funk	2,055.14
09/30/2016	0	132	Frank Dugo	1,221.86
Total Employees:			22	Total: 35,618.06

Payroll

Computer Check Register

User: julie.addington
Printed: 09/28/2016 - 2:12PM
Batch: 00004-09-2016 Computer

PR 20 2016



Check No	Check Date	Employee Information	Amount
32341	09/30/2016	024 Michael Williams	2,265.34
32342	09/30/2016	074 John Seehuus	415.57
32343	09/30/2016	094 Joseph Neigel	369.40
32344	09/30/2016	095 Marianne Naslund	415.57
32345	09/30/2016	099 Rocky Walker	415.57
Total Number of Employees	5	Total for Payroll Check Run:	3,881.45

Accounts

Checks for Approval

Check	Check Date	Fund Name	Account Name	Vendor Name	Amount
32346	09/30/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 05
32346	09/30/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	5 97
32346	09/30/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 03
32346	09/30/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 11
32346	09/30/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	15 92
32346	09/30/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 07
32346	09/30/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 04
32346	09/30/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	5 98
32346	09/30/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 03
32346	09/30/2016	CEMETERY FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 13
32346	09/30/2016	UTILITY WATER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	15 89
32346	09/30/2016	UTILITY SEWER FUND	AFLAC Payable	Attn: Remittance Processing AFLAC	0 08
32347	09/30/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	65 26
32347	09/30/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	33 74
32347	09/30/2016	GENERAL FUND	PERS Payable	Department of Retirement	204 62
32347	09/30/2016	STREET FUND	PERS Payable	Department of Retirement	12 04
32347	09/30/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	12 03
32347	09/30/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	12 05
32347	09/30/2016	GENERAL FUND	PERS Payable	Department of Retirement	91 52
32347	09/30/2016	STREET FUND	PERS Payable	Department of Retirement	5 38
32347	09/30/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	5 39
32347	09/30/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	5 38
32347	09/30/2016	GENERAL FUND	PERS Payable	Department of Retirement	595 18
32347	09/30/2016	STREET FUND	PERS Payable	Department of Retirement	217 64
32347	09/30/2016	CEMETERY FUND	PERS Payable	Department of Retirement	33 20
32347	09/30/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	33 52
32347	09/30/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	856 98
32347	09/30/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	669 37
32347	09/30/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	284 20
32347	09/30/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	199 39
32347	09/30/2016	GENERAL FUND	PERS Payable	Department of Retirement	1,087 29
32347	09/30/2016	STREET FUND	PERS Payable	Department of Retirement	397 61
32347	09/30/2016	CEMETERY FUND	PERS Payable	Department of Retirement	60 63
32347	09/30/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	61 22
32347	09/30/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,565 64
32347	09/30/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	1,222 79
32347	09/30/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	519 12
32347	09/30/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	364 22
32348	10/04/2016	UTILITY WATER FUND	Communication	USPS	231 47
32348	10/04/2016	UTILITY SEWER FUND	Communication	USPS	231 47
32348	10/04/2016	UTILITY GARBAGE FUND	Communication	USPS	231 46
32348	10/04/2016	STORMWATER UTILITY FUND	Communication	USPS	77 16
32349	10/13/2016	STREET FUND	Office/Operating Supplies	AG Supply Co	20 68
32349	10/13/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	AG Supply Co	11 00
32349	10/13/2016	UTILITY SEWER FUND	Small Tools/Minor Equipment	AG Supply Co	11 00
32349	10/13/2016	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	AG Supply Co	13 62
32349	10/13/2016	UTILITY WATER FUND	Repair and Maintenance	AG Supply Co	8 89
32349	10/13/2016	GENERAL FUND	Office/Operating Supplies	AG Supply Co	28 29
32349	10/13/2016	UTILITY SEWER FUND	Operating Supplies	AG Supply Co	76 19
32349	10/13/2016	UTILITY WATER FUND	Operating Supply	AG Supply Co	30 83
32349	10/13/2016	GENERAL FUND	Small Tools/Minor Equipment	AG Supply Co	26 57
32349	10/13/2016	STREET FUND	Small Tools/Minor Equipment	AG Supply Co	26 57
32349	10/13/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	AG Supply Co	26 57
32349	10/13/2016	UTILITY SEWER FUND	Small Tools/Minor Equipment	AG Supply Co	26 57
32349	10/13/2016	STORMWATER UTILITY FUND	Small Tools/Minor Equipment	AG Supply Co	26 56
32349	10/13/2016	UTILITY WATER FUND	Repair and Maintenance	AG Supply Co	50 20
32349	10/13/2016	GENERAL FUND	Office/Operating Supplies	AG Supply Co	30 27
32349	10/13/2016	STREET FUND	Office/Operating Supplies	AG Supply Co	8 27
32349	10/13/2016	CEMETERY FUND	Operating Supplies	AG Supply Co	39 19
32349	10/13/2016	UTILITY WATER FUND	Operating Supply	AG Supply Co	31 61
32350	10/13/2016	UTILITY WATER FUND	Water - Testing	AM Test	30 00
32351	10/13/2016	UTILITY WATER FUND	Miscellaneous	American Water Works Association	104 50
32351	10/13/2016	UTILITY SEWER FUND	Miscellaneous	American Water Works Association	104 50
32352	10/13/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	650 55
32352	10/13/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	79 42
32352	10/13/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	299 16
32352	10/13/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	19 59
32352	10/13/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	19 58
32352	10/13/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	19 58
32352	10/13/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	23 62

32352	10/13/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	2.88
32352	10/13/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	10.86
32352	10/13/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.71
32352	10/13/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.71
32352	10/13/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.71
32352	10/13/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	529.23
32352	10/13/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	64.61
32352	10/13/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	243.37
32352	10/13/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	15.93
32352	10/13/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	15.93
32352	10/13/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	15.93
32352	10/13/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	16.50
32352	10/13/2016	UTILITY SEWER FUND	Vehicle Operation Maintenance	Associated Petroleum Products Inc	2.02
32352	10/13/2016	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	7.59
32352	10/13/2016	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.50
32352	10/13/2016	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.49
32352	10/13/2016	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.50
32353	10/13/2016	INSURANCE CLAIMS FUND	Operating Supply	Cities Insurance Association of Washington	250.00
32354	10/13/2016	GENERAL FUND	Professional Services	Brad Collins	9,104.00
32354	10/13/2016	GENERAL FUND	Professional Services	Brad Collins	72.90
32355	10/13/2016	STREET FUND	Communication	Comcast	74.92
32355	10/13/2016	UTILITY WATER FUND	Communication	Comcast	74.92
32355	10/13/2016	UTILITY SEWER FUND	Communication	Comcast	74.93
32355	10/13/2016	UTILITY GARBAGE FUND	Communication	Comcast	74.92
32355	10/13/2016	STORMWATER UTILITY FUND	Communication	Comcast	74.92
32355	10/13/2016	GENERAL FUND	Communication	Comcast	109.85
32355	10/13/2016	STREET FUND	Communication	Comcast	36.61
32355	10/13/2016	UTILITY WATER FUND	Communication	Comcast	73.23
32355	10/13/2016	UTILITY SEWER FUND	Communication	Comcast	73.23
32355	10/13/2016	UTILITY GARBAGE FUND	Communication	Comcast	73.23
32355	10/13/2016	GENERAL FUND	Communication	Comcast	91.00
32355	10/13/2016	UTILITY WATER FUND	Communication	Comcast	45.51
32355	10/13/2016	UTILITY SEWER FUND	Communication	Comcast	45.50
32355	10/13/2016	UTILITY GARBAGE FUND	Communication	Comcast	45.50
32355	10/13/2016	GENERAL FUND	Communication	Comcast	57.85
32355	10/13/2016	UTILITY WATER FUND	Communication	Comcast	38.56
32355	10/13/2016	UTILITY SEWER FUND	Communication	Comcast	38.56
32355	10/13/2016	UTILITY GARBAGE FUND	Communication	Comcast	38.57
32355	10/13/2016	STREET FUND	Communication	Comcast	19.28
32356	10/13/2016	UTILITY WATER FUND	Office Supplies	Correctional Industries	27.14
32356	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	27.15
32356	10/13/2016	UTILITY SEWER FUND	Office Supplies	Correctional Industries	27.14
32356	10/13/2016	STREET FUND	Office Supplies	Correctional Industries	27.14
32356	10/13/2016	GENERAL FUND	Office/Operating Supplies	Correctional Industries	108.57
32357	10/13/2016	STREET FUND	Office/Operating Supplies	Costco	45.54
32357	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	Costco	45.54
32357	10/13/2016	UTILITY SEWER FUND	Office Supplies	Costco	45.53
32357	10/13/2016	UTILITY WATER FUND	Office Supplies	Costco	45.54
32357	10/13/2016	GENERAL FUND	Office/Operating Supplies	Costco	182.14
32358	10/13/2016	UTILITY SEWER FUND	Miscellaneous	Department of Ecology	1,460.54
32359	10/13/2016	UTILITY GARBAGE FUND	Vehicle Repair	DRD Mobile Crane & Equipment Repair	309.23
32360	10/13/2016	UTILITY SEWER FUND	Sewer - Testing	Environmental Resource Associates	83.52
32361	10/13/2016	UTILITY WATER FUND	Travel and Seminars	Evergreen Rural Water	95.00
32362	10/13/2016	UTILITY WATER FUND	Communication	Frontier	145.55
32363	10/13/2016	STREET IMPROVEMENT FUND	4th and 5th Street Project	Gray & Osborne Inc.	26,944.16
32364	10/13/2016	UTILITY SEWER FUND	Repair and Maintenance	Groeneveld Lubrication Solutions Inc	-105.27
32364	10/13/2016	UTILITY SEWER FUND	Repair and Maintenance	Groeneveld Lubrication Solutions Inc	203.53
32365	10/13/2016	UTILITY WATER FUND	Operating Supply	H B Jaeger	1,646.87
32365	10/13/2016	UTILITY SEWER FUND	Operating Supplies	H B Jaeger	137.92
32366	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Hach Company	40.38
32366	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Hach Company	104.52
32367	10/13/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	111.65
32367	10/13/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	183.50
32367	10/13/2016	UTILITY SEWER FUND	Rentals	Honey Bucket	134.75
32368	10/13/2016	GENERAL FUND	SnoCty Plan/Building Service	International Code Council	135.00
32369	10/13/2016	STORMWATER UTILITY FUND	Operating Supplies	Lakeside Industries	1,804.08
32370	10/13/2016	UTILITY WATER FUND	Rentals	Mail Finance	203.43
32370	10/13/2016	UTILITY SEWER FUND	Rentals	Mail Finance	148.26
32370	10/13/2016	UTILITY GARBAGE FUND	Miscellaneous	Mail Finance	187.27
32370	10/13/2016	STORMWATER UTILITY FUND	Rentals	Mail Finance	195.72
32371	10/13/2016	UTILITY SEWER FUND	Small Tools/Minor Equipment	Monroe Parts House	36.03
32371	10/13/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	Monroe Parts House	48.91
32371	10/13/2016	UTILITY SEWER FUND	Small Tools/Minor Equipment	Monroe Parts House	99.12
32371	10/13/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	109.09
32371	10/13/2016	GENERAL FUND	Office/Operating Supplies	Monroe Parts House	26.40
32371	10/13/2016	STREET FUND	Small Tools/Minor Equipment	Monroe Parts House	30.36

32372	10/13/2016	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.95
32372	10/13/2016	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.95
32372	10/13/2016	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	7.95
32372	10/13/2016	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	7.96
32372	10/13/2016	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.94
32372	10/13/2016	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	7.95
32373	10/13/2016	UTILITY WATER FUND	Operating Supply	Office Depot	85.89
32373	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Office Depot	85.89
32373	10/13/2016	UTILITY GARBAGE FUND	Operating Supplies	Office Depot	85.88
32373	10/13/2016	UTILITY WATER FUND	Operating Supply	Office Depot	2.90
32373	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Office Depot	2.90
32373	10/13/2016	UTILITY GARBAGE FUND	Operating Supplies	Office Depot	2.89
32373	10/13/2016	UTILITY WATER FUND	Operating Supply	Office Depot	36.36
32373	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Office Depot	36.36
32373	10/13/2016	UTILITY GARBAGE FUND	Operating Supplies	Office Depot	36.36
32373	10/13/2016	UTILITY WATER FUND	Office Supplies	Office Depot	0.49
32373	10/13/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	0.49
32373	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	0.49
32373	10/13/2016	STREET FUND	Office Supplies	Office Depot	0.49
32373	10/13/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	1.95
32373	10/13/2016	UTILITY WATER FUND	Office Supplies	Office Depot	9.31
32373	10/13/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	9.32
32373	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	9.31
32373	10/13/2016	STREET FUND	Office Supplies	Office Depot	9.32
32373	10/13/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	37.25
32373	10/13/2016	UTILITY WATER FUND	Office Supplies	Office Depot	1.02
32373	10/13/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	1.02
32373	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	1.02
32373	10/13/2016	STREET FUND	Office Supplies	Office Depot	1.02
32373	10/13/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	4.08
32373	10/13/2016	UTILITY WATER FUND	Office Supplies	Office Depot	4.03
32373	10/13/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	4.03
32373	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	4.02
32373	10/13/2016	STREET FUND	Office Supplies	Office Depot	4.03
32373	10/13/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	16.11
32373	10/13/2016	UTILITY WATER FUND	Office Supplies	Office Depot	1.09
32373	10/13/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	1.08
32373	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	Office Depot	1.09
32373	10/13/2016	STREET FUND	Office Supplies	Office Depot	1.09
32373	10/13/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	4.34
32373	10/13/2016	UTILITY WATER FUND	Operating Supply	Office Depot	25.27
32373	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Office Depot	25.27
32373	10/13/2016	UTILITY GARBAGE FUND	Operating Supplies	Office Depot	25.27
32373	10/13/2016	STORMWATER UTILITY FUND	Operating Supplies	Office Depot	25.27
32373	10/13/2016	STREET FUND	Office/Operating Supplies	Office Depot	25.27
32373	10/13/2016	GENERAL FUND	Office/Operating Supplies	Office Depot	25.27
32373	10/13/2016	UTILITY SEWER FUND	Office Supplies	Office Depot	442.18
32374	10/13/2016	STREET FUND	Utilities	PUD	17.42
32374	10/13/2016	UTILITY WATER FUND	Utilities	PUD	1,426.42
32374	10/13/2016	STREET FUND	Utilities	PUD	84.54
32374	10/13/2016	UTILITY SEWER FUND	Utilities	PUD	2,814.63
32374	10/13/2016	GENERAL FUND	Utilities	PUD	35.19
32374	10/13/2016	GENERAL FUND	Utilities	PUD	112.43
32374	10/13/2016	GENERAL FUND	Utilities	PUD	263.39
32374	10/13/2016	GENERAL FUND	Utilities	PUD	111.15
32374	10/13/2016	GENERAL FUND	Utilities	PUD	17.42
32374	10/13/2016	UTILITY SEWER FUND	Utilities	PUD	225.98
32374	10/13/2016	GENERAL FUND	Utilities	PUD	433.64
32374	10/13/2016	UTILITY WATER FUND	Utilities	PUD	86.73
32374	10/13/2016	UTILITY SEWER FUND	Utilities	PUD	86.73
32374	10/13/2016	UTILITY GARBAGE FUND	Utilities	PUD	86.73
32374	10/13/2016	STREET FUND	Utilities	PUD	86.73
32374	10/13/2016	GENERAL FUND	Utilities	PUD	86.73
32374	10/13/2016	GENERAL FUND	Utilities	PUD	324.94
32374	10/13/2016	GENERAL FUND	Utilities	PUD	40.97
32374	10/13/2016	STREET FUND	Utilities	PUD	58.73
32375	10/13/2016	STREET FUND	Utilities	Puget Sound Energy	3.76
32375	10/13/2016	GENERAL FUND	Utilities	Puget Sound Energy	18.81
32375	10/13/2016	UTILITY WATER FUND	Utilities	Puget Sound Energy	3.76
32375	10/13/2016	UTILITY SEWER FUND	Utilities	Puget Sound Energy	3.76
32375	10/13/2016	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	3.76
32375	10/13/2016	GENERAL FUND	Utilities	Puget Sound Energy	3.76
32375	10/13/2016	GENERAL FUND	Utilities	Puget Sound Energy	35.49
32375	10/13/2016	GENERAL FUND	Utilities	Puget Sound Energy	39.26
32376	10/13/2016	UTILITY GARBAGE FUND	Miscellaneous	QCL, Inc.	181.25
32377	10/13/2016	GENERAL FUND	Office/Operating Supplies	QualityBusinesss Systems Inc	1.59

32377	10/13/2016	STREET FUND	Office Supplies	QualityBusiness Systems Inc	1.60
32377	10/13/2016	UTILITY WATER FUND	Office Supplies	QualityBusiness Systems Inc	1.59
32377	10/13/2016	UTILITY SEWER FUND	Office Supplies	QualityBusiness Systems Inc	1.60
32377	10/13/2016	UTILITY GARBAGE FUND	Office Supplies	QualityBusiness Systems Inc	1.59
32378	10/13/2016	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Recycle Away	1,102.25
32379	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Red Apple Market	27.58
32379	10/13/2016	GENERAL FUND	Office/Operating - Mayor	Red Apple Market	12.97
32380	10/13/2016	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Republic Services	12,635.46
32381	10/13/2016	GENERAL FUND	Office/Operating Supplies	Shred-it USA LLC	97.50
32382	10/13/2016	STREET FUND	Capital - Equipment and Signs	SnoCty Fleet Management Division	198.95
32383	10/13/2016	GENERAL FUND	Professional Service - SnoCty	Snohomish County Sheriff	77,477.08
32384	10/13/2016	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	247.92
32384	10/13/2016	GENERAL FUND	Intergovernmental - SNOPAC	Snopac	5,542.77
32385	10/13/2016	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	25.80
32385	10/13/2016	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	158.24
32386	10/13/2016	GENERAL FUND	Uniforms	Sound Safety Products Co Inc	30.00
32386	10/13/2016	STREET FUND	Uniforms	Sound Safety Products Co. Inc	30.00
32386	10/13/2016	UTILITY WATER FUND	Uniforms	Sound Safety Products Co. Inc	95.73
32386	10/13/2016	UTILITY SEWER FUND	Uniforms	Sound Safety Products Co. Inc	95.73
32386	10/13/2016	UTILITY GARBAGE FUND	Uniforms	Sound Safety Products Co. Inc.	97.00
32386	10/13/2016	STORMWATER UTILITY FUND	Uniforms	Sound Safety Products Co. Inc.	60.00
32387	10/13/2016	GENERAL FUND	Travel and Seminars	Cyd Sparks	33.00
32388	10/13/2016	STREET IMPROVEMENT FUND	4th and 5th Street Project	SRV Construction Inc.	168,080.38
32389	10/13/2016	UTILITY WATER FUND	Uniforms	Jason Strauss	48.18
32389	10/13/2016	UTILITY SEWER FUND	Uniforms	Jason Strauss	48.18
32389	10/13/2016	UTILITY GARBAGE FUND	Uniforms	Jason Strauss	48.18
32389	10/13/2016	STREET FUND	Uniforms	Jason Strauss	48.18
32389	10/13/2016	GENERAL FUND	Uniforms	Jason Strauss	48.18
32390	10/13/2016	UTILITY WATER FUND	Operating Supply	Summit Research Labs	4,244.32
32391	10/13/2016	BUILDING MAINTENANCE FUND	Professional Service	Titan Electric	617.30
32391	10/13/2016	STREET IMPROVEMENT FUND	4th and 5th Street Project	Titan Electric	751.41
32392	10/13/2016	UTILITY SEWER FUND	Operating Supplies	TMG Services, Inc.	764.57
32393	10/13/2016	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	2,000.00
32393	10/13/2016	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	2,000.00
32393	10/13/2016	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	400.00
32394	10/13/2016	UTILITY SEWER FUND	Operating Supplies	USA Blue Book	704.25
32394	10/13/2016	UTILITY SEWER FUND	Operating Supplies	USA Blue Book	29.38
32394	10/13/2016	UTILITY SEWER FUND	Operating Supplies	USA Blue Book	367.01
32394	10/13/2016	UTILITY SEWER FUND	Operating Supplies	USA Blue Book	115.66
32394	10/13/2016	UTILITY WATER FUND	Operating Supply	USA Blue Book	898.24
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.50
32395	10/13/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	STREET FUND	Communication	Verizon Wireless	7.50
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	55.64
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	55.64
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	55.64
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	55.64
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	55.64
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	37.47
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	55.64
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.50
32395	10/13/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	7.50
32395	10/13/2016	STREET FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	11.13
32395	10/13/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	11.13
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	11.12
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	11.13
32395	10/13/2016	STREET FUND	Communication	Verizon Wireless	11.13
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.50
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	STREET FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	37.47
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	12.14
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	12.15
32395	10/13/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	12.14
32395	10/13/2016	STREET FUND	Communication	Verizon Wireless	12.14
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	12.15
32395	10/13/2016	UTILITY WATER FUND	Communication	Verizon Wireless	12.14
32395	10/13/2016	UTILITY SEWER FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.50
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	7.50

32395	10/13/2016	STREET FUND	Communication	Verizon Wireless	7.49
32395	10/13/2016	GENERAL FUND	Communication	Verizon Wireless	55.64
32396	10/13/2016	GENERAL FUND	Miscellaneous	Visa	14.11
32396	10/13/2016	GENERAL FUND	Travel and Seminars	Visa	70.00
32396	10/13/2016	GENERAL FUND	Travel and Seminars	Visa	474.20
32397	10/13/2016	GENERAL FUND	Office/Operating	Visa	80.12
32397	10/13/2016	LID GUARANTY AND BOND FUND	Professional Services	Visa	893.00
32397	10/13/2016	GENERAL FUND	Travel and Seminars	Visa	278.50
32397	10/13/2016	GENERAL FUND	Office/Operating Supplies	Visa	33.34
32397	10/13/2016	GENERAL FUND	Travel and Seminars	Visa	35.02
32397	10/13/2016	UTILITY WATER FUND	Travel and Seminars	Visa	35.02
32397	10/13/2016	UTILITY SEWER FUND	Travel and Seminars	Visa	35.02
32397	10/13/2016	UTILITY GARBAGE FUND	Travel and Seminars	Visa	35.01
32397	10/13/2016	STORMWATER UTILITY FUND	Travel and Seminars	Visa	35.01
32398	10/13/2016	UTILITY SEWER FUND	Travel and Seminars	Visa	294.78
32398	10/13/2016	UTILITY SEWER FUND	Travel and Seminars	Visa	27.36
32398	10/13/2016	UTILITY SEWER FUND	Travel and Seminars	Visa	17.44
32398	10/13/2016	UTILITY SEWER FUND	Travel and Seminars	Visa	24.63
32398	10/13/2016	GENERAL FUND	Office/Operating Supplies	Visa	179.17
32398	10/13/2016	UTILITY WATER FUND	Operating Supply	Visa	15.00
32398	10/13/2016	UTILITY SEWER FUND	Operating Supplies	Visa	15.00
32398	10/13/2016	UTILITY GARBAGE FUND	Operating Supplies	Visa	15.00
32398	10/13/2016	GENERAL FUND	Travel and Seminars	Visa	15.00
32398	10/13/2016	UTILITY SEWER FUND	Travel and Seminars	Visa	14.72
32398	10/13/2016	UTILITY WATER FUND	Travel and Seminars	Visa	138.25
32398	10/13/2016	UTILITY SEWER FUND	Travel and Seminars	Visa	138.25
32398	10/13/2016	UTILITY GARBAGE FUND	Travel and Seminars	Visa	39.50
32398	10/13/2016	STREET FUND	Travel and Seminars	Visa	39.50
32398	10/13/2016	STORMWATER UTILITY FUND	Travel and Seminars	Visa	39.50
32399	10/13/2016	GENERAL FUND	Miscellaneous	Visa	8.21
32399	10/13/2016	GENERAL FUND	Miscellaneous	Visa	13.41
32400	10/13/2016	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Western Systems & Fabrication	2,248.71
32401	10/13/2016	UTILITY WATER FUND	Professional Service - General	White Lightning Janitorial	20.00
32401	10/13/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	20.00
32401	10/13/2016	UTILITY GARBAGE FUND	Professional	White Lightning Janitorial	20.00
32401	10/13/2016	GENERAL FUND	Professional Services	White Lightning Janitorial	500.00
32401	10/13/2016	UTILITY SEWER FUND	Professional Service	White Lightning Janitorial	60.00
32402	10/13/2016	COMMUNITY IMPROVEMENT FUND	Capital Outlay	Wm. H. Reilly & Co.	10,664.04
32403	10/13/2016	GENERAL FUND	Professional Services - Prosec	Zachor and Thomas, Inc. P.S	4,500.00
				TOTAL	366,680.80

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Consent C-3
DATE: October 13, 2016
SUBJECT: Resolution 16-14 – Surplus Equipment
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is to approve Resolution 16-14 (Attachment A) to surplus equipment from the City inventory that is functionally obsolete and no longer necessary or needed for current City of Sultan purposes nor is there a need in the foreseeable future.

STAFF RECOMMENDATION:

Approve Resolution 16-14 to surplus equipment from City inventory that are functionally obsolete and no longer necessary or needed for current City of Sultan purposes nor is there a need in the foreseeable future.

SUMMARY:

The City has pieces of equipment for surplus in the following list.

In accordance with SMC 3.60, staff will advertise the surplus equipment and call for sealed bids.

RECOMMENDED ACTION:

Adoption of Resolution 16-14 to surplus equipment from the City inventory that is functionally obsolete and no longer necessary or needed for current City of Sultan purposes nor is there a need in the foreseeable future.

ATTACHMENTS:

- A - Surplus List
- B - Resolution 16-14

2016 Surplus List

Department	Item Description	Serial Number	Inventory Number	Date of Surplus
Public Works	Cub Cadet Mower 3000 Series	13A641100	NA	10/13/16
General Fund	2005 Ford-Crown Vic Needs Repair	2FAHP71W55X118148	NA	10/13/16
General Fund	1993 Ford Ranger Runs – Needs Repair	1FTZR15E72PB03790	NA	10/13/16
General Fund	1997 Ford Explorer Runs	1FMDU34XXUA95810	NA	10/13/16
Public Works	1270-5 US 7.5 Hp Motor- Vac 3500	H22797/A12A2970093F	NA	10/13/16
Public Works	Motor Stand and Tube	NA	NA	10/13/16
Public Works	ABS 5.4 Hp, 1750 RPM Mixer, Model #RW46-45-2500 and one extra propeller	A812345	NA	10/13/16
Public Works	Old Blue 1.5 Hp Motor	NA	NA	10/13/16
Public Works	Old W.A.S. Pump	97A0149901-B	NA	10/13/16
Public Works	Old W.A.S. Pump	97A0149901	NA	10/13/16
Public Works	9.55 Fairbanks Morse Impellers	NA	NA	10/13/16
Public Works	Craftsman Cordless Drill- 19.2 Volt	60339	NA	10/13/16
Public Works	Craftsman Cordless Saw-zall 19.2 Volt	60330	NA	10/13/16
Public Works	Craftsman Cordless Worklight 19.2 Volt	61330	NA	10/13/16
Public Works	Craftsman Battery Charger 19.2 Volt	60330	NA	10/13/16
Public Works	Type 12 Control Panel Enclosure	1418KK12	NA	10/13/16
Public Works	KSB Grit Pump, 460 V Type DKN100.4-2.2, 5 Hp	044797	NA	10/13/16
Public Works	UV 3000B-PDC, 120/208 V, Power 5.4 KVA, Frequency 60 Hz Phase 3	Trojan 141206121001	NA	10/13/16
Public Works	Craftsman Cordless Trim Saw 19.2 Volt	6083C	NA	10/13/16

**CITY OF SULTAN
RESOLUTION 16-14**

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY ITEMS DEEMED TO BE SURPLUS TO THE REASONABLY FORESEEABLE NEEDS OF THE CITY OF SULTAN.

WHEREAS, certain items of equipment belonging to the City of Sultan are obsolete and no longer used by the City; and

WHEREAS, said items are physically worn or functionally obsolete and no longer necessary or needed for current City of Sultan purposes nor is there a need therefore in the foreseeable future;

WHEREAS, certain items are broken and non-useable and need to be removed from inventory and disposed of in a proper manner,

NOW THEREFORE, it is resolved by the City Council of the City of Sultan, Washington as follows:

1. The following listed items are no longer needed by the city and are declared to be surplus equipment.
2. That it is deemed to be for the common benefit of the residents of said City to dispose of said inventory.
3. That the staff is authorized to dispose of items listed in accordance with the provisions of SMC 3.60.030 to SMC 3.60.065, in a manner that will be to the best advantage to the City of Sultan.

2016 Surplus List

Department	Item Description	Serial Number	Inventory Number	Date of Surplus
Public Works	Cub Cadet Mower 3000 Series	13A641100	NA	10/13/16
General Fund	2005 Ford-Crown Vic Needs Repair	2FAHP71W55X118148	NA	10/13/16
General Fund	1993 Ford Ranger Runs – Needs Repair	1FTZR15E72PB03790	NA	10/13/16
General Fund	1997 Ford Explorer Runs	1FMDU34XXUA95810	NA	10/13/16
Public Works	1270-5 US 7.5 Hp Motor- Vac 3500	H22797/A12A2970093F	NA	10/13/16
Public Works	Motor Stand and Tube	NA	NA	10/13/16
Public Works	ABS 5.4 Hp, 1750 RPM Mixer, Model #RW46-45-2500 and one extra propeller	A812345	NA	10/13/16
Public Works	Old Blue 1.5 Hp Motor	NA	NA	10/13/16
Public Works	Old W.A.S. Pump	97A0149901-B	NA	10/13/16
Public Works	Old W.A.S. Pump	97A0149901	NA	10/13/16
Public Works	9.55 Fairbanks Morse Impellers	NA	NA	10/13/16
Public Works	Craftsman Cordless Drill- 19.2 Volt	60339	NA	10/13/16
Public Works	Craftsman Cordless Saw-zall 19.2 Volt	60330	NA	10/13/16
Public Works	Craftsman Cordless Worklight 19.2 Volt	61330	NA	10/13/16
Public Works	Craftsman Battery Charger 19.2 Volt	60330	NA	10/13/16
Public Works	Type 12 Control Panel Enclosure	1418KK12	NA	10/13/16
Public Works	KSB Grit Pump, 460 V Type DKN100.4-2.2, 5 Hp	044797	NA	10/13/16
Public Works	UV 3000B-PDC, 120/208 V, Power 5.4 KVA, Frequency 60 Hz Phase 3	Trojan 141206121001	NA	10/13/16
Public Works	Craftsman Cordless Trim Saw 19.2 Volt	6083C	NA	10/13/16

PASSED by the City Council 10th day of September 2015.

City of Sultan

Carolyn Eslick, Mayor

ATTEST:

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-1
DATE: October 13, 2013
SUBJECT: Confirm Appointment of Kristi Kyle as Planning Director
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The issue before the Council is the confirmation the appointment of Kristi Kyle to the position of Planning Director effective November 01, 2016.

MAYOR'S RECOMMENDATION

The Mayor recommends the confirmation of the appointment of Kristi Kyle to the position of Planning Director.

SUMMARY:

The city council discussed reorganizing the planning department from a Community Development Department to a Planning Department at the 2017 budget retreat on October 8, 2016. During September and October city staff conducted a search for a Planning Department Director. After interviews and back ground checks it was recommended to Mayor Eslick that Kristi Kyle should be offered the position based on a combination of her education, experience and aptitude.

Mayor Eslick has offered the position of Planning Director to Kristi Kyle effective November 01, 2016. In accordance with SMC 2.17.040, the appointment of the Planning Department Director by the Mayor is subject to confirmation by the City Council.

FISCAL IMPACT:

The starting salary for the planning department director is \$7,763 per month plus a \$100 per month contribution to deferred compensation. Because the planning department director is replacing consultants, the overall impact to the 2016 budget is approximately \$700 per month for 2 months.

RECOMMENDATION

The Mayor recommends the confirmation of the appointment of Kristi Kyle to the position of Planning Department Director.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 2
DATE: October 13, 2016
SUBJECT: Board of Adjustment Appointments
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The Council issue is to consider the appointments made by the Mayor to the Board of Adjustment as provided by Sultan Municipal Code 2.27.020, the Council is asked to confirm or deny the appointments to the Board of Adjustment.

DISCUSSION:

1. Appointments to the Board of Adjustment are made according to provisions of Sultan Municipal Code (SMC) 2.27.020. The process involves appointment by the Mayor and confirmation by the Council.
2. Terms are for three years, with the initial appointments staggered for one, two and three year terms.

The Mayor has recommended the following appointments for the initial terms:

- Michelle Tinney – three years October 13, 2016 to October 12, 2019
- Steve Wallingford – two years October 13, 2016 to October 12, 2018
- Dolly Green – one year October 13, 2016 to October 12, 2017

ALTERNATIVES:

1. The Council may refuse to confirm the appointment, thereby requesting the Mayor to make alternative appointments.
2. The Council may confirm the appointment as provided in SMC 2.27.020.

ACTION:

Move to confirm the Mayor's appointments to the Board of Adjustment as recommended.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 3
DATE: October 13, 2016
SUBJECT: Water Treatment Plant Clarifier Improvements Contract
CONTACT PERSON: Mick Matheson, P.E., Public Works Director 

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a contract with Coatings Unlimited Inc. to sandblast and coat the interior of the distribution channel and the upflow clarifier for an amount not to exceed \$24,500 including sales tax (which includes an approximate five percent contingency) without prior approval by the City Council.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the Mayor to sign a contract with Coatings Unlimited Inc. to sandblast and coat the interior of the distribution channel and the upflow clarifier for an amount not to exceed \$24,500 including sales tax (which includes an approximate five percent contingency) without prior approval by the City Council.

SUMMARY:

The City's Water Treatment Plant upflow clarifier and distribution channel are reaching the end of their useful life and need to be re-built.

City staff is doing the majority of the work in-house, but needs assistance from a contractor with expertise in sandblasting and coating.

The City received three bids for the work. Prices do not include sales tax.

Contractor	Bid Amount
Coatings Unlimited Inc.	\$21,300.00
Hunnicut's Inc.	\$24,950.00
WEACO Inc.	\$29,600.00

FISCAL IMPACT:

This project is included in the 2016 Water Capital Budget.

RECOMMENDED ACTION:

A motion to authorize the Mayor to sign a contract with Coatings Unlimited Inc. to sandblast and coat the interior of the distribution channel and the upflow clarifier for an amount not to exceed \$24,500 including sales tax (which includes an approximate five percent contingency) without prior approval by the City Council.

ATTACHMENTS:

A - Contract

**CITY OF SULTAN
LIMITED PUBLIC WORKS CONTRACT**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and Coatings Unlimited Inc. (hereinafter referred to as "Contractor"), doing business at 18420 68th Avenue South, #110, Kent, WA 98032.

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

WHEREAS, the City desires to contract with Contractor for the provision of sandblasting and coating services at the City's Water Treatment Plant to repair the distribution channel and upflow clarifier and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work necessary to provide sandblasting and coating services to repair distribution channel and upflow clarifier in accordance with this Contract.
2. **Payment.** Payment for the work as described in the Contract shall not exceed twenty one thousand three hundred dollars (\$21,300.00) not including Washington State Sales Tax. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Contract Administrator, Mike Williams, Water Systems Manager, of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within ten calendar days (holidays and weekends included), after

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

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

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

8. **Bonds / Surety.** (City must check one of the following boxes.) The City waives the bond/surety provisions of this paragraph pursuant to RCW 39.04.155. If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide one of the following and shall check and initial next to one of the boxes below to indicate its selection:

Performance bond in an amount of the bid amount plus 10%. The bond must be accepted by the City prior to the execution of the contract. The bond shall be released thirty days after the date of final acceptance of the work performed under this Contract, and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Performance Surety. In lieu of retainage and a performance bond, the City shall withhold 50% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or

receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract.

9. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
10. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Contract. No agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
11. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
12. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

13. **Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
14. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
15. **Insurance.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Contractor's profession.
- B. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- F. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
16. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for

the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

18. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

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

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

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

rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

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

Dated this 14th day of October, 2016.

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

CITY OF SULTAN

By: _____
Mayor

CONTRACTOR

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

City of Sultan
PO Box 1199
Sultan, 98294
Phone: 360-793-2231
Fax: 360-793-334

CONTRACTOR CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

