

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
October 8, 2014**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

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 – Verbal Report will be presented

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 24, 2015 Council Meeting
- 2) Voucher Approval

ACTION ITEMS:

- 1) Interlocal Agreement for Emergency Services
- 2) Robinson Noble Geotech Peer Review Contract

DISCUSSION ITEMS:

- 1) Council Procedures

Executive Session: Union Contract and Real Estate

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

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

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1
DATE: October 08, 2015
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

Start Date	Case #	Property Address	Owner Name	Unseal Structure, building or fence	Parked Cars/Trailers on Property/Street	Illegal Access	Vehicle Dismantling	Accumulation of rubbish / Trash	No permit/trace and post construction	No current Business License	Illegal building structure/conversion	Unsecured property	Inhabited trailer coaches	Other	1st	2nd	most recent	Final	Project lead
6.18.2015	15-544	928 Stevens Avenue	Ingersoll					2nd story deck							6.25.2015				
6.18.2015	15-545	405 High Street 510 9th Street	Mason	x										bee infestation	6.26.2015				
6/18/2015	15-547	845 Garden Green Place	Paulson/George											cc bus license	6.25.2015			?????	
7.7.2015	15-548	201 Skywall Drive	Griffith					structure and fence							7.7.2015				
6/18/2015	15-549	204 Skywall Drive	Martin												6.24.2015				
6/18/2015	15-550	208 Skywall Drive	Beuhler												6.25.2015				
6/18/2015	15-551	209 Skywall Drive	Marshall											inhabited trailer on adjacent property	6/18/2015			6.25.2015	
6/18/2015	15-553	1306 Skywall Drive	Addington											refrigerator doors not removed					
6/18/2015	15-553	1327 Gohr Road	Addington					fence							6.25.2015				
5.20.2015		415 W. Stevens	Moran/Nguyen		x	x									5.20.2015			6.2.2015	
		River Park Bridge underpass	BNSF/County/DNR		x	x	x												
7.7.2015	15-555	708 5th Street	Champeaux					fence							7.7.2015				
6/18/2015	15-556	310 Main Street	Robbins	ence											6/18/2015	6.25.2015			
6/18/2015	15-557	111 Main Street	Sultan III Main LLC																
6/18/2015	15-558	102 2nd Street	Houvenner	ence														6.26.2015	
6.26.2015	15-559	311 4th Street	Property Solutions LLC					roof											8.2015
6.4.2015	15-561	107 5th Stret	Chitick		x									x	6.4.2015	6.29.2015			7.2015
6/18/2015	15-560	401 2nd Street	Everts												6/18/2015			6.25.2015	
6/18/2015	15-561	505 1st Street	Nixon												6.25.2015				
6/18/2015	15-562	483 Marilyn Lane	Homer					fence							6.25.2015				
		13801 310th Ave SE																	

Start Date	Case #	Property Address	Owner Name	Description of Violation	1st due	2nd due	Contact with owner	permit issued	final
6.23.2015	15-564	415 W Stevens	Moran/Nguyen	No permit for construction, demo or remodel stop work order issued	6.24.2015			7.14.2015	7.14.2015
6.23.2015	15-565	Parcel #	Stockings/Rowe	No permit for construction, demo or remodel stop work order issued	6.24.2015	8.16.2015	see file	none to be issued	
6.23.2015	15-566	202 Alder Avenue	Van Hom	No permit for construction, demo or remodel stop work order issued	6.24.2015			06.29.2015	
6.23.2015	15-567	516 Stevens Avenue	Tumer	Blue tarp over City easement	7.17.2015				7.24.2015
6.24.2015	15-568	815 Main Street	Burtis/ Dalmassio	illegal dwelling trailer coach	6.17.2015	6.24.2015		06.29.2015	
6.26.2015	15-569	14310 330th Ave SE	Arkison/Hammer	unsecured property	6.26.2015				
6.26.2015	15-570	1117 Yew Avenue	Secretary of Housing	construction of handrails on back deck without permit or inspection	6.26.2015			see cyd	8.2015
6.26.2015	15-571	1120 Yew Avenue	Driscoll	accumulations of lumber, fire hazard; potential dwelling for vermin	6.26.2015			none needed	07.01.2015
6.26.2016	15-572	511 3rd Street	Meyer	vegetation, fire hazard	6.26.2015	07.01.2015			
7.8.2015	15-573	323 Marcus Street		No permit for construction, new deck and remodel	7.9.2015				7.23.2015
7.16.2015	15-574	706 Salmon Run	Waltman	illegally parked trailer	8.1.2015				7.24.2015
	15-575	14430 Sultan Basin Road	verify property structure	no permit/new gazebo					
07.16.2015	15-576	SES	SES district	fence permit (work done by road construction crew) informational only	n/a	n/a			
11.17.2014	14.352	Marcus Street Mobile Park	Maxwell	illegal accessory units (dwellings and buildings), trash, fencing, additions with no permits	9.30.2015		09.21.2015		
7.24.2015	15-577	308 Cedar Street	Olson	inhabited trailer coach #3) nonconforming garage conversion #4) new	08.19.2015				
7.24.2015	15-578	716 Date Avenue	Nelson	Parking obstruction	7.24.2015				7.24.2015
06.30.2015	14.308	308 3rd Street/406 Date	O'Dell	Vegetation, encroachment on sidewalk	8.15.2015				
08.06.2015	15-579	215 Alder Avenue		Roof - no permit	08.06.2015			08.06.2015	8.6.2015
08.06.2015	15-580	301 3rd Street	Florentine	Vegetation, encroachment on sidewalk	08.15.2015	10.3.2015			
	15-581	307 2nd Street		driveway?!					Page 2 of 5
	15-582	7th Street btwn Fir/High Avenues	City ROW	Parking prohibited illegal signage posted by citizen					8.2015
	15-583	Raspberry Lane		illegal garage conversion					

Start Date	Case #	Property Address	Owner Name	Diagonal Headers (rotated 45 degrees):											1st	2nd	most recent	Final	Project lead
				Unsafe Structure, building of fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Tree hazard	Sight Obstruction(s)/ROW case	Vehicle Dismantling	Accumulation of rubbish / Trash	No permit/sign and post construction	Illegal building structure/conversion	unsecured property	Inhabited trailer coaches					
11.2014	14.350	209 Date Ave	Widiger																
	14.351	513 3rd Street	Safe Guard Properties		x	x	x	x											see below
11.17.2014	14.352	Marcus Street Mobile Park	Maxwell	x															mayor
12.1.2014	14.353	502 8th Street	foreclosure																11.17.2014
12.1.2014	14.354	310 Main Street	Robbins																see below
1.7.2015	15.500	811 Dyer Road	Tucker																1.26.2015
01.13.2015	15.501	Pastime Building	Chitick																2.5.2015
01.14.2015	15.502	1209 SR2	forclousure																2.23.2015
01.20.2015	15.503	301 Willow Avenue	Kolrud																2.10.2015
5/20/2015	15.504	410 High Avenue	Kolash																2.23.2015
1.20.2015	15.505	1220 Loves Hill Drive	bank owned	x															2.10.2015
1.20.2015	15.506	306 8th Street	Messenger																2.10.2015
1.20.2015	15.507	14310 330th Ave SE	ammer/Arkison (trustee)																2.10.2015
1.26.2015	15.508	33108 132nd Street SE	Hernandez/repo	x	x														2.2015
1.26.2015	15.509	804 Elm Street	Repo																2.2015
01.12.2015	15.510	715 Main Street	RP Keohler/ ROW	x															1.2015
01.20.2015	15.511	902 Fir Avenue	Neilson																2.2015
02.02.2015	15.512	High/8th	Spott	x															Civil matter
6.24.2015	15.513	106 4th Street	Meyor																2.2015

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				Unsafe Structure, building of fence	Parked Cars/Trailers on Property/Street	Noxious Weeds	Over-Growth/Tree hazard	Sight Obstruction(s)/ROW case	Vehicle Dismantling	Accumulation of rubbish / Trash	No permit/sign and post construction	Illegal building structure/conversion	unsecured property	Inhabited trailer coaches					
01.26.2015	15.514	33226 132nd St SE	Wall	x	x														
01.26.2015	15.515	13516 310th Ave SE	Stephens																
2.24.2015	15.516	515 Alder Avenue																	6.11.2015
2.23.2015	15.517	607 Alder Avenue	Lopez	x															ok'd
02.23.2015	15.518	611 Alder Avenue	Repo																pending
03.30.2015	15.519	521 1st Street																	3.30.2015
03.30.2015	15.520	207 1st Street	Chase Bank																
03.03.2015	15.521	518 1st Street																	
03.03.2015	15.522	33405 SR2	Green																
03.03.2015	15.523	403 Hemlock Court	Burtis																
05.18.2015	15.524	410 Main Street	Berdett																
05.05.2015	15.525	310 Main Street																	7.2015
05.05.2015	15.526	306/307 Main Street																	see 15-556
04.27.2015	15.527	107 Ash Avenue																	6.2.2015
06.19.2015	15.528	301 First Street	tenchever/pending repo																06.2.2015

2015	Sent to rescue	Euthanized	Dog at Large/leash law violation	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA)	Domestic and Wildlife	Abandoned Animal Complaints	Aggressive Animal Complaint	Bite Dogs/Cats	Cruelty/Neglect	Investigation Complaints and/or Calls	Other... i.e. horses and chickens	wildlife
January	0	0	17	2	0	0	3	0	2	3	1		
February	0	0	13	1	1	0	1	0	1	4	0		
March	0	0	15	2	0	0	2	0	3	2	2		
April	0	0	17	3	2	0	4	0	1	5	1		
May	2	0	18	1	1	0	6	2	1	4	0		
June	2	0	17	10	3	1	2	1	2	7	5	2	
July	4	0	19	3	2	0	4	0	2	4	3	3	
August	3	1	15	3	1	0	4	1	1	6	2	10	
September	2	0	13	3	2	0	3	1	4	5	1	3	
October													
November													
December													
Yearly Totals													

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1

DATE: October 8, 2015

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the September 24, 2015 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – September 24, 2015

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

CHANGES/ADDITIONS TO THE AGENDA:

Action: Add Exit Conference

PRESENTATIONS:**Volunteer Spotlight – Steve Tonkin**

Steve Tonkin was born and raised in Kirkland. After he graduated from Kirkland High School he joined the Navy and retired after 23 years of service. Steve moved to Sultan in 2001 and joined Fire District 5 in 2008 as a part time/Volunteer Firefighter. He also works full time for NAPA Auto Parts in Monroe as an outside sales person.

Steve began volunteering in Sultan in the early 2000's as a Cub Scout Leader and after he joined the Fire Department he convinced his colleagues in the Fire Association to become involved in Sultan's Adopt A Street Program and they adopted US 2 from Old Owen Road to Wagley Creek Automotive. Steve is the one you see driving the Fire Truck when Mr. and Mrs. Santa Claus or the Easter Bunny need a ride to the Christmas Tree Lighting or the Easter Egg Hunt. He also makes sure all the kids have "Glow in the Dark" bracelets for Halloween.

Steve has volunteered at the Sultan Family Safety Fair, stand-by aid car with a crew at the Sultan Pee Wee Football Games. He's been on the planning board for the National Night Out Block Party, bringing the Fire Engine to the event with stickers for the kids.

Sultan Elementary School invited Steve to give a Safety Presentation to the entire school last year. He's now involved in a new program with 3 stages on Safety called Safe Kids USA. Steve also volunteers with Snohomish County Critical Incident Stress Management. Steve helps instruct Firefighters and new EMT's as well as CERT First Aid Classes and has been the backup Chaplin for the Department. Steve manages the Bicycle Helmet Program, certificates donated from McDonalds and giving them away to kids he sees wearing helmets while riding their bikes. "It's really funny, when the kids who aren't wearing helmets see this, the next day they're wearing helmets", Steve commented.

Most recently, Steve co-chaired the very successful Battle of the Badges, Police vs. Fire Softball Tournament that raised almost \$2,000 toward scholarships for graduating Turks seeking a profession in fire or law enforcement through the Sultan Education Foundation. He was in Oso working in the mudslide three different times and walked 60 miles (twice) in the Susan G. Kohmen Breast Cancer Walk – in full firefighting gear. He raised money for the fight against cancer by participating in the famous stair climb, racing up 69 flights of stairs in the Columbia Tower while wearing full firefighting gear.

Steve Tonkin thanked the Council for a great surprise and is grateful for the recognition.

Debbie Copple presented a thank you to Steve on behalf of the Sky Valley Chamber.

Mayor Pro-tem Seehuus presented a certificate of appreciation.

Business Spotlight – Atsuki's Food Truck

The issue before the Council is to recognize Atsuki's Food Truck Sushi, etc. as the City of Sultan's Business Spotlight for September 2015. Atsuki's Food Truck Sushi, Etc. is located in the parking lot of Mountain View Chevron 33902 US 2 in Sultan.

Atsuki Toritani was born in Hiroshima Japan and moved to Seattle in 1983 as an English as a Second Language Program (ESL). He moved to Gold Bar in 2009 and worked as a Sushi Chef at the Tulalip Casino. But, Atsuki had a dream that was inspired by his Japanese Food and

CITY OF SULTAN COUNCIL MEETING – September 24, 2015

Sushi experience ~ To be in business for himself, find his customers, go to his customers using a kitchen that moves around.

In 2013, Atsuki left the casino to start his own business operating a food Truck. Atsuki's Food Truck opened its doors in March, 2015 in the parking lot of Grow Washington and JD Slick's Bar and Eatery. Six months later, his home base is in the parking lot of Mountain View Chevron at the roundabout on US 2 in Sultan. When Atsuki talks about moving around, he's means taking his Food Truck to serve customers at the Farmers Markets in Monroe, Snohomish and Marysville three days a week, the King County Bothell Industrial Park for lunch and events that usually take place on the weekends.

Atsuki is the owner of the business and retains two part time people to help at the Farmers Markets, Bothell Industrial Park and the fairs. In the next 2 – 5 years Atsuki wants to be running at least 3 food trucks, expanding the menu to 5 – 6 other Asian foods.

Atsuki thanked the Council for supporting his business. He enjoyed the Shindig and Gold Dust days.

Mayor Pro-tem Seehuus presented a certificate of recognition

Community Transit – Todd Morrow

Todd Morrow, Chief of Strategic Communications, presented an update on Community Transit. He thanked Councilmember Neigel for his work on the Community Transit Board.

Community Transit exists to serve the needs of the people of Snohomish County. Every year, that mission expands as more people come to our community. Transit investments help our economy grow and protect our quality of life. The Puget Sound Regional Council forecasts that by 2040 Snohomish County's population will increase by 240,000 people and employment will grow by 130,000 jobs. In the last three years, more than 1,600 residential units have been constructed or permitted near major transit facilities and along transit corridors.

On a busy day, about 40,000 people ride Community Transit buses, vanpools and DART para-transit vehicles. 47 percent of the residents in our service district live within a quarter mile of a bus stop – that's quality of life. 75 percent of county jobs are located within walking distance of a bus stop – that helps our economy. In June, we brought back Sunday service for the first time in five years. That first Sunday, 5,000 people took the bus. Last year, ridership increased 8 percent and it's growing even faster this year.

Community Transit is investing more than \$2 million just to keep our buses on schedule this fall. That's how much more time has been added to many of our trips – to Seattle and around Snohomish County. The Governor recently signed into law a new state transportation funding package that included authority for Community Transit to seek new funding. The very next day, our Board of Directors took action to place a measure on the November ballot to increase transit service. That ballot measure is called Proposition 1. If approved, Proposition 1 would enable us to add additional buses to downtown Seattle and the University District to alleviate crowding on those popular commuter routes.

Another huge addition if we get new funding is a second *Swift* bus rapid transit line between Paine Field and Canyon Park. This second *Swift* line would connect the 65,000 manufacturing jobs around Boeing and Paine Field with the 25,000 high-tech jobs near Canyon Park and Bothell, and serve the residential and business activities in between. It is in our long range plan to establish a network of multiple *Swift* lines for fast, frequent bus service throughout the county.

Brief discussion on the impact of Sound Transit on the Community Transit program and bus service to the colleges.

CITY OF SULTAN COUNCIL MEETING – September 24, 2015**COMMENTS FROM THE PUBLIC:**

Debbie Copple: Candidates Forum will be held on October 1st hosted by the League of Women Voters and Sky Valley Chamber. County candidates will not be present as the Everett planned a forum for the same night. Return of the Salmon Festival is September 26th and Farm Festival is October 3rd.

Lucy Hitchcock: Friends of the Library book sale went really well – thanks for use of the room.

COUNCILMEMBER COMMENTS

Vernon Johnson: Working on volunteer projects for the students with VOA.

Naslund: On the Policy Board representing cities under 10,000 and attended the YMCA Board meeting. School District has ratified the Union contract – will see a 3% increase in wages.

Beeler: Glad to see Atsuki is still in Sultan as his family loves the food and will find him at the new location. Looking forward to the forum to hear what the candidates have to say but is disappointed the Everett Chamber is doing one the same day.

Seehuus: Susie Hollenbeck who passed away this morning will be greatly missed.

Ken Walker: Evacuation drill is set for October 8th. Sultan Alliance works with at risk students and the first student has received his high school diploma – 24 year old. Gerry Gibson requested an ordinance to withhold services if property taxes are not paid and the attorney advised it is not legal to withhold service based on property tax payment.

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

1. Code Enforcement
2. Public Works

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

1. Minutes of the September 10, 2015 Council Meeting
2. Voucher Approval in the amount of \$235,530.26 and payroll through September 11, 2015 in the amount of \$71,670.54 to be drawn and paid on the proper accounts.

ACTION ITEMS:**Return of the Salmon Proclamation**

The Return of the Salmon Celebration Committee held the first celebration on October 4, 2009 and the City of Sultan proclaimed that day “Return of the Salmon Celebration Day”.

The purpose of the celebration is to remember Chief John T’soul-Ted, honoring Sultan’s vision and celebration of the return of the salmon every autumn. “Celebrating the Return of the Salmon” is about inspiring, recognizing and encouraging people to understand the importance of the salmon’s life cycle and their presence in the Sultan River. It’s about respecting the trees, animals, water and air as habitants on the planet earth; not as isolated individuals, but as members of a true community working together.

September 26, 2015 marks the 7th year of the celebration proclaiming the 4th Saturday in September as the “Return of the Salmon Celebration Day”. The proclamation was read into the record.

CITY OF SULTAN COUNCIL MEETING – September 24, 2015

Craig Young: Politics is a noble profession and they appreciate what the Council does for the City of Sultan – the hours of work and dedication is visible to the citizens. Love living here and see everyone work together to put on the celebration because they all want the same thing – health for family and community.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Neigel, the Council Proclaimed September 26, 2015 as Return of the Salmon Celebration Day. All ayes.

Osprey Park Restroom Security System

The issue before the council is to authorize the Mayor to sign a contract with Titan Electric for the installation of new automated door locks on the restroom doors at Osprey Park for an amount not to exceed \$2,500 without prior written authorization from City Council. The restrooms at Osprey Park currently have standard door locks which are required to be manually unlocked and locked every day. This works in a satisfactory manner only if we open the restrooms during public works business hours.

The new door locks will be set on a timer and backed up with a battery in case of a power failure. The doors will still be able to be opened manually from both the inside and outside. The outside will still require a key to open manually if both the power and battery should fail.

On a motion by Councilmember Naslund, seconded by Councilmember Walker, the Mayor was authorized to sign a contract with Titan Electric for the installation of new automated door locks on the restroom doors at Osprey Park for an amount not to exceed \$2,500 without prior written authorization from City Council. All ayes.

Professional Service Contract – Planning Services

The issue before the council is to authorize the Mayor to sign a Contract with Bradley J. Collins DBA as Collins and Associates to provide planning services as needed from October 1, 2015 through March 31, 2016.

The City of Sultan has not had a planner on staff for almost three months. There is a need for part time Planning Services due to the current development and planning activity in the city. Brad Collins has the experience, knowledge, and ability that is needed. He is willing to provide planning services currently needed along with assisting the city in the job search, evaluation, and training of a long-term candidate for the position of planner. It is critical that the City have a planner with expertise with the GMA Update process as an effective Community Development Director and planner. Mr. Collins was involved as a consultant with Sultan's 2011 GMA update.

On a motion by Councilmember Walker, seconded by Councilmember Naslund, the Mayor was authorized to sign a contract with Collins and Associates to provide planning services. All ayes.

Exit Conference: On a motion by Councilmember Walker, seconded by Councilmember Davenport-Smith, the Council agreed to hold one exit conference for the 2014 Financial and Single Audit and 2013-2014 Accountability Audit. All ayes.

Adjournment: On a motion by Councilmember Naslund, seconded by Councilmember Walker, the meeting adjourned at 8:25 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: October 2, 2015
SUBJECT: Voucher Approval - 2015
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$182,011.67 and payroll through September 25, 2015 in the amount of \$71,404.17 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$253,415.84

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
October 8, 2015**

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

Laura J. Koenig, Clerk/Deputy Finance Director

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

Payroll Check #30963-970	\$ 5,643.47
Direct Deposit #20	\$ 25,594.35
Benefits Check #30959-62,31015-19	\$ 40,166.35
Tax Deposit #19/20	\$ 22,894.95
Accounts Payable Checks #30971-014	\$ 182,011.67
ACH Transactions - DOR	\$ 0
TOTAL	\$ 253,415.84

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Sarah Davenport-Smith, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 10/5/2015 - 11:37 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30972	10/09/2015	amtst	AM Test	245.00	0
30973	10/09/2015	App	Associated Petroleum Products Inc	853.29	0
30974	10/09/2015	sect	Association of Snohomish County Citi	35.00	0
30975	10/09/2015	comcast	Comcast	713.60	0
30976	10/09/2015	Corin	Correctional Industries	924.67	0
30977	10/09/2015	crown	Crown Films	558.01	0
30978	10/09/2015	DOLI	Department of Labor & Industries	457.00	0
30979	10/09/2015	DOL-2	Department of Licensing - Bus. & Pro	30.00	0
30980	10/09/2015	dynacco	Dynacco	2,549.94	0
30981	10/09/2015	eagle	Eagle Fence and Iron, LLC	104.45	0
30982	10/09/2015	Elite	Elite Lock & Safe	22.87	0
30983	10/09/2015	Steel	Everett Steel Companies	38.77	0
30984	10/09/2015	EvDC	Evergreen District Court	38.05	0
30985	10/09/2015	Frontier	Frontier	214.66	0
30986	10/09/2015	Gray	Gray & Osborne Inc.	1,819.30	0
30987	10/09/2015	GroenPac	Groeneveld Pacific West, Inc.	1,868.16	0
30988	10/09/2015	JHarris	John Harris	67.60	0
30989	10/09/2015	HoneyB	Honey Bucket	183.50	0
30990	10/09/2015	Ind Fab	Industrial Fabrication Co, Inc.	119.46	0
30991	10/09/2015	Ind Fab	Industrial Fabrication Co, Inc.	4,887.00	0
30992	10/09/2015	lakeside	Lakeside Industries	262.99	0
30993	10/09/2015	MadCity	MadCity Buzz LLC	75.00	0
30994	10/09/2015	Mailfin	Mail Finance	732.66	0
30995	10/09/2015	napa	Monroe Parts House	522.16	0
30996	10/09/2015	NorthSta	Northstar Chemical, Inc.	1,562.27	0
30997	10/09/2015	PUD I	PUD	8,992.97	0
30998	10/09/2015	PSE	Puget Sound Energy	100.70	0
30999	10/09/2015	qualcont	Quality Controls Corporation	22,896.96	0
31000	10/09/2015	QBS	QualityBusinesss Systems Inc	41.93	0
31001	10/09/2015	AllWaste	Republic Services	12,162.86	0
31002	10/09/2015	rh2	RH2 Engineering, Inc.	17,760.75	0
31003	10/09/2015	Robinson	Robinson Noble	5,872.55	0
31004	10/09/2015	Shred	Shred-it USA LLC	95.50	0
31005	10/09/2015	SCcorrec	Snohomish County Corrections	21.43	0
31006	10/09/2015	SnoPlan	Snohomish County Planning and Deve	4,470.75	0
31007	10/09/2015	SRDTF	Snohomish County Sheriff	4,256.23	0
31008	10/09/2015	SRDTF	Snohomish County Sheriff	75,147.58	0
31009	10/09/2015	SRVConst	SRV Construction Inc.	6,868.89	0
31010	10/09/2015	atrua	Aimee Lou Trua	2,020.00	0
31011	10/09/2015	VerizonW	Verizon Wireless	674.54	0
31012	10/09/2015	visa	Visa	9.55	0
31013	10/09/2015	visa	Visa	19.00	0
31014	10/09/2015	weed	Weed, Graafstra & Benson, Inc, P.S.	927.50	0

Check Total: 181,225.10

Payroll

ACH Check Register

User: 'laura.koenig'
Printed: 09/29/2015 - 2:02PM
Batch: 1-10-2015
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
10/02/2015	0	001	Laura Koenig	1,978.84
10/02/2015	0	002	Tami Pevey	1,025.68
10/02/2015	0	004	Donna Murphy	929.99
10/02/2015	0	007	Julie Addington	1,837.75
10/02/2015	0	010	Cynthia Sparks	1,322.96
10/02/2015	0	011	Janice Mann	1,115.30
10/02/2015	0	015	Kenneth Walker	2,823.01
10/02/2015	0	019	Michael Matheson	2,759.48
10/02/2015	0	020	Connie Dunn	1,981.47
10/02/2015	0	025	John Harris	1,956.89
10/02/2015	0	028	Todd Strom	1,630.28
10/02/2015	0	049	Victoria Forte	1,486.16
10/02/2015	0	072	Carolyn Eslick	461.75
10/02/2015	0	098	Robert McCarty	210.05
10/02/2015	0	120	Matthew Wood	1,622.50
10/02/2015	0	121	Jason Strauss	1,410.43
10/02/2015	0	125	Riley Edwards	1,041.81
Total Employees:			17	Total: 25,594.35

Payroll

Computer Check Register

User: laura.koenig
Printed: 09/29/2015 - 2:00PM
Batch: 00001-10-2015 Computer



Check No	Check Date	Employee Information	Amount
30963	10/02/2015	024 Michael Williams	1,912.00
30964	10/02/2015	029 James Barns	1,351.16
30965	10/02/2015	073 Sarah Davenport-Smith	369.40
30966	10/02/2015	074 John Seehuus	394.80
30967	10/02/2015	092 Jeffrey Beeler, Sr	415.57
30968	10/02/2015	094 Joseph Neigel	369.40
30969	10/02/2015	095 Marianne Naslund	415.57
30970	10/02/2015	099 Rocky Walker	415.57
Total Number of Employees:		8	Total for Payroll Check Run: 5,643.47

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 9/21/2015 - 4:33 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30959	09/21/2015	Retire	Department of Retirement	1,112.50	0
30960	09/21/2015	Retire	Department of Retirement	7,076.30	0
30961	09/21/2015	AFLAC	AFLAC	44.30	0
30962	09/21/2015	UNION	Teamsters Local Union #763	712.00	0
Check Total:				8,945.10	

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 10/5/2015 - 1:48 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
31015	10/05/2015	Retire	Department of Retirement	1,112.50	0
31016	10/05/2015	Retire	Department of Retirement	7,112.29	0
31017	10/05/2015	AWCben	AWC Employee Benefit Trust	21,227.66	0
31018	10/05/2015	AWCben	AWC Employee Benefit Trust	24.00	0
31019	10/05/2015	WATeamTr	Washington Teamsters Welfare Trust	1,744.80	0
Check Total:				31,221.25	

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
30959	09/21/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.73
30959	09/21/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	21.51
30959	09/21/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.99
30959	09/21/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	6.38
30959	09/21/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	39.26
30959	09/21/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	36.26
30959	09/21/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	24.86
30959	09/21/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	20.01
30959	09/21/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	210.13
30959	09/21/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	74.25
30959	09/21/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	6.70
30959	09/21/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	13.86
30959	09/21/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	201.19
30959	09/21/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	296.88
30959	09/21/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	66.11
30959	09/21/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	43.38
30960	09/21/2015	GENERAL FUND	PERS Payable	Department of Retirement	225.03
30960	09/21/2015	GENERAL FUND	PERS Payable	Department of Retirement	100.64
30960	09/21/2015	GENERAL FUND	PERS Payable	Department of Retirement	368.29
30960	09/21/2015	STREET FUND	PERS Payable	Department of Retirement	158.47
30960	09/21/2015	CEMETERY FUND	PERS Payable	Department of Retirement	22.18
30960	09/21/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	26.99
30960	09/21/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	712.31
30960	09/21/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	606.54
30960	09/21/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	306.18
30960	09/21/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	187.12
30960	09/21/2015	GENERAL FUND	PERS Payable	Department of Retirement	672.77
30960	09/21/2015	STREET FUND	PERS Payable	Department of Retirement	289.46
30960	09/21/2015	CEMETERY FUND	PERS Payable	Department of Retirement	40.54
30960	09/21/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	49.32
30960	09/21/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,301.30
30960	09/21/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	1,107.97
30960	09/21/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	559.32
30960	09/21/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	341.87
30961	09/21/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.04
30961	09/21/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.98

30961	09/21/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	0.03
30961	09/21/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.11
30961	09/21/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.90
30961	09/21/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	0.09
30961	09/21/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.04
30961	09/21/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	5.98
30961	09/21/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	0.03
30961	09/21/2015	CEMETERY FUND	AFLAC Payable	AFLAC	0.11
30961	09/21/2015	UTILITY WATER FUND	AFLAC Payable	AFLAC	15.91
30961	09/21/2015	UTILITY SEWER FUND	AFLAC Payable	AFLAC	0.08
30962	09/21/2015	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	66.72
30962	09/21/2015	STREET FUND	Union Dues Payable	Teamsters Local Union #763	17.12
30962	09/21/2015	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.33
30962	09/21/2015	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	0.71
30962	09/21/2015	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	111.17
30962	09/21/2015	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	88.36
30962	09/21/2015	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	45.69
30962	09/21/2015	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	22.90
30962	09/21/2015	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	66.76
30962	09/21/2015	STREET FUND	Union Dues Payable	Teamsters Local Union #763	17.08
30962	09/21/2015	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	3.35
30962	09/21/2015	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	0.70
30962	09/21/2015	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	111.18
30962	09/21/2015	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	88.37
30962	09/21/2015	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	45.70
30962	09/21/2015	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	22.86
30971	10/02/2015	UTILITY WATER FUND	Communication	USPS	235.97
30971	10/02/2015	UTILITY SEWER FUND	Communication	USPS	235.97
30971	10/02/2015	UTILITY GARBAGE FUND	Communication	USPS	235.97
30971	10/02/2015	STORMWATER UTILITY FUND	Communication	USPS	78.66
30972	10/09/2015	UTILITY WATER FUND	Water - Testing	AM Test	25.00
30972	10/09/2015	UTILITY SEWER FUND	Sewer - Testing	AM Test	220.00
30973	10/09/2015	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	14.78
30973	10/09/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	491.25
30973	10/09/2015	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	59.96
30973	10/09/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	225.91
30973	10/09/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	14.79
30973	10/09/2015	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	14.79
30973	10/09/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	19.02
30973	10/09/2015	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	2.32
30973	10/09/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	8.75

30973	10/09/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.57
30973	10/09/2015	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.58
30973	10/09/2015	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.57
30974	10/09/2015	GENERAL FUND	Travel and Seminars	Association of SnoCty Cities & Towns	35.00
30975	10/09/2015	GENERAL FUND	Communication	Comcast	27.87
30975	10/09/2015	UTILITY WATER FUND	Communication	Comcast	18.58
30975	10/09/2015	UTILITY SEWER FUND	Communication	Comcast	18.57
30975	10/09/2015	UTILITY GARBAGE FUND	Communication	Comcast	18.58
30975	10/09/2015	STREET FUND	Communication	Comcast	9.29
30975	10/09/2015	GENERAL FUND	Communication	Comcast	248.28
30975	10/09/2015	UTILITY WATER FUND	Communication	Comcast	124.15
30975	10/09/2015	UTILITY SEWER FUND	Communication	Comcast	124.14
30975	10/09/2015	UTILITY GARBAGE FUND	Communication	Comcast	124.14
30976	10/09/2015	GENERAL FUND	Operating Supplies	Correctional Industries	38.01
30976	10/09/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	25.55
30976	10/09/2015	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	25.55
30976	10/09/2015	UTILITY SEWER FUND	Office Supplies	Correctional Industries	25.55
30976	10/09/2015	STREET FUND	Office Supplies	Correctional Industries	25.55
30976	10/09/2015	GENERAL FUND	Office/Operating Supplies	Correctional Industries	102.20
30976	10/09/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	80.53
30976	10/09/2015	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	80.53
30976	10/09/2015	UTILITY SEWER FUND	Office Supplies	Correctional Industries	80.53
30976	10/09/2015	STREET FUND	Office Supplies	Correctional Industries	80.54
30976	10/09/2015	GENERAL FUND	Office/Operating Supplies	Correctional Industries	322.12
30976	10/09/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	38.01
30977	10/09/2015	GENERAL FUND	Office/Operating Supplies	Crown Films	558.01
30978	10/09/2015	BUILDING MAINTENANCE FUND	Repair and Maintenance	Department of Labor & Industries	457.00
30979	10/09/2015	GENERAL FUND	Organization Dues	Department of Licensing	30.00
30980	10/09/2015	UTILITY WATER FUND	Operating Supply	Dynacco	-480.00
30980	10/09/2015	UTILITY WATER FUND	Operating Supply	Dynacco	3,029.94
30981	10/09/2015	UTILITY GARBAGE FUND	Operating Supplies	Eagle Fence and Iron, LLC	52.45
30981	10/09/2015	UTILITY WATER FUND	Operating Supply	Eagle Fence and Iron, LLC	52.00
30982	10/09/2015	STREET FUND	Office/Operating Supplies	Elite Lock & Safe	22.87
30983	10/09/2015	UTILITY GARBAGE FUND	Operating Supplies	Everett Steel Companies	38.77
30984	10/09/2015	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	38.05
30985	10/09/2015	UTILITY GARBAGE FUND	Communication	Frontier	14.13
30985	10/09/2015	GENERAL FUND	Communication	Frontier	17.13
30985	10/09/2015	STREET FUND	Communication	Frontier	17.13
30985	10/09/2015	UTILITY WATER FUND	Communication	Frontier	17.14
30985	10/09/2015	UTILITY SEWER FUND	Communication	Frontier	17.13

30985	10/09/2015	UTILITY GARBAGE FUND	Communication	Frontier	17.13
30985	10/09/2015	GENERAL FUND	Communication	Frontier	11.67
30985	10/09/2015	STREET FUND	Communication	Frontier	11.67
30985	10/09/2015	UTILITY WATER FUND	Communication	Frontier	11.67
30985	10/09/2015	UTILITY SEWER FUND	Communication	Frontier	11.67
30985	10/09/2015	UTILITY GARBAGE FUND	Communication	Frontier	11.67
30985	10/09/2015	GENERAL FUND	Communication	Frontier	14.13
30985	10/09/2015	STREET FUND	Communication	Frontier	14.13
30985	10/09/2015	UTILITY WATER FUND	Communication	Frontier	14.13
30985	10/09/2015	UTILITY SEWER FUND	Communication	Frontier	14.13
30986	10/09/2015	STREET IMPROVEMENT FUND	Date Avenue Project	Gray & Osborne Inc.	1,624.01
30986	10/09/2015	STREET IMPROVEMENT FUND	Date Avenue Project	Gray & Osborne Inc.	195.29
30987	10/09/2015	UTILITY SEWER FUND	Repair and Maintenance	Groeneveld Pacific West, Inc.	1,868.16
30988	10/09/2015	UTILITY SEWER FUND	Miscellaneous	John Harris	67.60
30989	10/09/2015	UTILITY SEWER FUND	Rentals	Honey Bucket	183.50
30990	10/09/2015	UTILITY SEWER FUND	Vehicle Repair	Industrial Fabrication Co, Inc.	29.86
30990	10/09/2015	UTILITY WATER FUND	Vehicle Repair	Industrial Fabrication Co, Inc.	59.74
30990	10/09/2015	STORMWATER UTILITY FUND	Vehicle Repair	Industrial Fabrication Co, Inc.	29.86
30991	10/09/2015	PARK IMPROVEMENT FUND	General Park Improvements	Industrial Fabrication Co, Inc.	4,887.00
30992	10/09/2015	STREET FUND	Office/Operating Supplies	Lakeside Industries	65.75
30992	10/09/2015	UTILITY WATER FUND	Operating Supply	Lakeside Industries	131.50
30992	10/09/2015	UTILITY SEWER FUND	Operating Supplies	Lakeside Industries	52.60
30992	10/09/2015	STORMWATER UTILITY FUND	Operating Supplies	Lakeside Industries	13.14
30993	10/09/2015	INFORMATION TECHNOLOGY FUND -	Repair and Maintenance	MadCity Buzz LLC	75.00
30994	10/09/2015	STORMWATER UTILITY FUND	Rentals	Mail Finance	195.18
30994	10/09/2015	UTILITY WATER FUND	Rentals	Mail Finance	202.87
30994	10/09/2015	UTILITY SEWER FUND	Rentals	Mail Finance	147.85
30994	10/09/2015	UTILITY GARBAGE FUND	Miscellaneous	Mail Finance	186.76
30995	10/09/2015	GENERAL FUND	Vehicle Maintenance	Monroe Parts House	28.75
30995	10/09/2015	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House	28.75
30995	10/09/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Monroe Parts House	28.75
30995	10/09/2015	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House	28.75
30995	10/09/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	8.00
30995	10/09/2015	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Monroe Parts House	8.03
30995	10/09/2015	GENERAL FUND	Office/Operating Supplies	Monroe Parts House	10.00
30995	10/09/2015	UTILITY WATER FUND	Operating Supply	Monroe Parts House	15.00
30995	10/09/2015	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	15.00
30995	10/09/2015	UTILITY GARBAGE FUND	Operating Supplies	Monroe Parts House	10.79
30995	10/09/2015	GENERAL FUND	Vehicle Repair	Monroe Parts House	29.26
30995	10/09/2015	STREET FUND	Uniforms	Monroe Parts House	18.64
30995	10/09/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Monroe Parts House	70.61

30995	10/09/2015	UTILITY WATER FUND	Operating Supply	Monroe Parts House	23.50
30995	10/09/2015	STORMWATER UTILITY FUND	Operating Supplies	Monroe Parts House	23.50
30995	10/09/2015	STREET FUND	Office/Operating Supplies	Monroe Parts House	43.70
30995	10/09/2015	UTILITY WATER FUND	Operating Supply	Monroe Parts House	43.70
30995	10/09/2015	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House	43.70
30995	10/09/2015	UTILITY GARBAGE FUND	Operating Supplies	Monroe Parts House	43.70
30996	10/09/2015	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.	551.20
30996	10/09/2015	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.	1,011.07
30997	10/09/2015	GENERAL FUND	Utilities	PUD	301.87
30997	10/09/2015	UTILITY WATER FUND	Utilities	PUD	2,618.88
30997	10/09/2015	GENERAL FUND	Utilities	PUD	109.61
30997	10/09/2015	STREET FUND	Utilities	PUD	31.90
30997	10/09/2015	GENERAL FUND	Utilities	PUD	71.54
30997	10/09/2015	GENERAL FUND	Utilities	PUD	63.99
30997	10/09/2015	UTILITY SEWER FUND	Utilities	PUD	372.05
30997	10/09/2015	GENERAL FUND	Utilities	PUD	74.68
30997	10/09/2015	GENERAL FUND	Utilities	PUD	31.90
30997	10/09/2015	UTILITY WATER FUND	Utilities	PUD	184.97
30997	10/09/2015	UTILITY SEWER FUND	Utilities	PUD	184.98
30997	10/09/2015	UTILITY GARBAGE FUND	Utilities	PUD	184.97
30997	10/09/2015	STREET FUND	Utilities	PUD	184.97
30997	10/09/2015	GENERAL FUND	Utilities	PUD	184.98
30997	10/09/2015	GENERAL FUND	Utilities	PUD	924.86
30997	10/09/2015	UTILITY WATER FUND	Utilities	PUD	39.30
30997	10/09/2015	UTILITY SEWER FUND	Utilities	PUD	39.31
30997	10/09/2015	UTILITY GARBAGE FUND	Utilities	PUD	39.30
30997	10/09/2015	STREET FUND	Utilities	PUD	39.30
30997	10/09/2015	STREET FUND	Utilities	PUD	97.49
30997	10/09/2015	GENERAL FUND	Utilities	PUD	181.87
30997	10/09/2015	UTILITY SEWER FUND	Utilities	PUD	2,770.30
30997	10/09/2015	STREET FUND	Utilities	PUD	259.95
30998	10/09/2015	GENERAL FUND	Utilities	Puget Sound Energy	41.04
30998	10/09/2015	GENERAL FUND	Utilities	Puget Sound Energy	35.49
30998	10/09/2015	GENERAL FUND	Utilities	Puget Sound Energy	12.09
30998	10/09/2015	STREET FUND	Utilities	Puget Sound Energy	2.41
30998	10/09/2015	UTILITY WATER FUND	Utilities	Puget Sound Energy	2.42
30998	10/09/2015	UTILITY SEWER FUND	Utilities	Puget Sound Energy	2.42
30998	10/09/2015	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	2.41
30998	10/09/2015	GENERAL FUND	Utilities	Puget Sound Energy	2.42
30999	10/09/2015	SEWER SYSTEM IMPROVEMENT FUND	Capital - WWTP Upgrades	Quality Controls Corporation	22,896.96
31000	10/09/2015	GENERAL FUND	Office/Operating Supplies	Quality Business Systems Inc	8.39

31000	10/09/2015	STREET FUND	Office Supplies	QualityBusiness Systems Inc	8.38
31000	10/09/2015	UTILITY WATER FUND	Office Supplies	QualityBusiness Systems Inc	8.39
31000	10/09/2015	UTILITY SEWER FUND	Office Supplies	QualityBusiness Systems Inc	8.38
31000	10/09/2015	UTILITY GARBAGE FUND	Office Supplies	QualityBusiness Systems Inc	8.39
31001	10/09/2015	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Republic Services	12,162.86
31002	10/09/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	2,086.77
31002	10/09/2015	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	2,086.77
31002	10/09/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	2,048.10
31002	10/09/2015	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	2,048.11
31002	10/09/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	7,311.34
31002	10/09/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	1,089.83
31002	10/09/2015	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	1,089.83
31003	10/09/2015	TIMBER RIDGE SETTLEMENT FUND	Professional - Legal	Robinson Noble	5,872.55
31004	10/09/2015	GENERAL FUND	Office/Operating Supplies	Shred-it USA LLC	95.50
31005	10/09/2015	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections	21.43
31006	10/09/2015	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Plan/Development Services	242.00
31006	10/09/2015	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Plan/Development Services	4,228.75
31007	10/09/2015	GENERAL FUND	Professional Service - SnoCty	Snohomish County Sheriff	4,256.23
31008	10/09/2015	GENERAL FUND	Professional Service - SnoCty	Snohomish County Sheriff	75,147.58
31009	10/09/2015	STREET IMPROVEMENT FUND	Date Avenue Project	SRV Construction Inc.	6,868.89
31010	10/09/2015	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	1,700.00
31010	10/09/2015	GENERAL FUND	Public Defender Attorney	Aimee Lou Trua	320.00
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.60
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.59
31011	10/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.60
31011	10/09/2015	STREET FUND	Communication	Verizon Wireless	7.59
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.60
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	55.52
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	55.52
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	55.52
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	55.52
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	37.47
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	55.52
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.50
31011	10/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.50
31011	10/09/2015	STREET FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	11.10
31011	10/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	11.11
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	11.10

31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	11.11
31011	10/09/2015	STREET FUND	Communication	Verizon Wireless	11.10
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.50
31011	10/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.50
31011	10/09/2015	STREET FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	GENERAL FUND	Office/Operating Supplies	Verizon Wireless	37.47
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	12.11
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	12.12
31011	10/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	12.11
31011	10/09/2015	STREET FUND	Communication	Verizon Wireless	12.12
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	12.11
31011	10/09/2015	UTILITY WATER FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	UTILITY SEWER FUND	Communication	Verizon Wireless	7.50
31011	10/09/2015	UTILITY GARBAGE FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	7.50
31011	10/09/2015	STREET FUND	Communication	Verizon Wireless	7.49
31011	10/09/2015	GENERAL FUND	Communication	Verizon Wireless	55.52
31012	10/09/2015	UTILITY WATER FUND	Miscellaneous	Verizon Wireless	9.55
31013	10/09/2015	GENERAL FUND	Bank Fees	Verizon Wireless	19.00
31014	10/09/2015	LID GUARANTY AND BOND FUND	Professional Services	Weed, Graafstra & Benson, Inc, P.S.	927.50
31015	10/05/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.74
31015	10/05/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	21.50
31015	10/05/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	2.00
31015	10/05/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	6.38
31015	10/05/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	39.25
31015	10/05/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	36.25
31015	10/05/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	24.88
31015	10/05/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	20.00
31015	10/05/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	210.12
31015	10/05/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	74.25
31015	10/05/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	6.70
31015	10/05/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	13.87
31015	10/05/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	201.19
31015	10/05/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	296.87
31015	10/05/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	66.12
31015	10/05/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	43.38
31016	10/05/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	225.03
31016	10/05/2015	GENERAL FUND	PERS Payable	Department of Retirement	100.64
31016	10/05/2015	GENERAL FUND	PERS Payable	Department of Retirement	369.16

31016	10/05/2015	STREET FUND	PERS Payable	Department of Retirement	160.22
31016	10/05/2015	CEMETERY FUND	PERS Payable	Department of Retirement	23.12
31016	10/05/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	27.01
31016	10/05/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	724.29
31016	10/05/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	602.24
31016	10/05/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	307.27
31016	10/05/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	187.50
31016	10/05/2015	GENERAL FUND	PERS Payable	Department of Retirement	674.30
31016	10/05/2015	STREET FUND	PERS Payable	Department of Retirement	292.77
31016	10/05/2015	CEMETERY FUND	PERS Payable	Department of Retirement	42.17
31016	10/05/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	49.35
31016	10/05/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,323.08
31016	10/05/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	1,100.24
31016	10/05/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	561.38
31016	10/05/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	342.52
31017	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.08
31017	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.92
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	25.72
31017	10/05/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	23.33
31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	51.67
31017	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.17
31017	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.08
31017	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.91
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	25.72
31017	10/05/2015	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	23.31
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	17.91
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.61
31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	178.29
31017	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	36.10
31017	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.06
31017	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.53
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	252.88
31017	10/05/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	145.70
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	73.52
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	60.88
31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.23
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.77
31017	10/05/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	0.57
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.70
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.73
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	17.89

31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	51.66
31017	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.17
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.61
31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	178.31
31017	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	36.15
31017	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.03
31017	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.52
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	252.90
31017	10/05/2015	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	145.69
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	73.55
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	60.81
31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2,487.97
31017	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	413.64
31017	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	113.16
31017	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	19.92
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	5,219.67
31017	10/05/2015	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3,084.07
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,881.74
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,243.12
31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,330.78
31017	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	410.76
31017	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	35.90
31017	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	105.86
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	821.80
31017	10/05/2015	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	751.16
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	531.42
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	411.68
31017	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	9.91
31017	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.15
31017	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.48
31017	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.48
31017	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.70
31017	10/05/2015	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	10.58
31017	10/05/2015	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	6.43
31017	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.27
31017	10/05/2015	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	515.33
31018	10/05/2015	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	3.60
31018	10/05/2015	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.28
31018	10/05/2015	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
31018	10/05/2015	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
31018	10/05/2015	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16

31018	10/05/2015	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	3.60
31018	10/05/2015	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.28
31018	10/05/2015	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
31018	10/05/2015	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
31018	10/05/2015	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
31019	10/05/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	4.36
31019	10/05/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	564.46
31019	10/05/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	Washington Teamsters Welfare Trust	411.92
31019	10/05/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	272.33
31019	10/05/2015	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	274.35
31019	10/05/2015	STREET FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	67.20
31019	10/05/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	18.44
31019	10/05/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	131.74
					222,178.02

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 1

DATE: October 8, 2015

SUBJECT: Interlocal Agreement – Snohomish County Department of
Emergency Management

CONTACT PERSON: Laura Koenig, Clerk/Finance Director

ISSUE

The issue before the City Council is approval of a three-year interlocal agency agreement (Attachment A) with the Snohomish County Department of Emergency Management (DEM) to provide for administration and coordination of County and City emergency management programs.

STAFF RECOMMENDATION:

Authorize the Mayor to sign the interlocal agency agreement with the Snohomish County Department of Emergency Management for administration and coordination of County and City emergency management programs.

SUMMARY:

This is a continuation of the existing Agreement negotiated with a term of three years from January 1, 2016 to December 31, 2018.

The City has until June 15, 2013 to notify the County of its intent not to enter into an agreement for the following year (2014).

The updated ILA is the result of input from the members of the multijurisdictional workgroup. The key highlights are:

- It enumerates specific numbers of training and exercises, and preparedness opportunities
- It clarifies DEM's role in volunteer management
- It contains a section that lists basic expectations of the participating jurisdictions
- It utilizes the same per capita formula

The ILA also recites verbiage that clarifies that these services augment the jurisdictions emergency management efforts and that over the course of the three years, they will explore the potential for DEM to assume responsibility for all emergency management services. This was requested by several members of the workgroup.

The City will pay \$5,390 (4,680 population x \$1.15). The City paid \$5,385 in 2015.

RECOMMENDED ACTION:

Authorize the Mayor to sign the two-year interlocal agency agreement with the Snohomish County Department of Emergency Management for administration and coordination of County and City emergency management programs.

ATTACHMENTS: A – Interlocal Agreement for Emergency Management Services

RECEIVED SEP 14 2015



**Snohomish County
Emergency Management**

John Lovick
County Executive

(425) 388-5060
FAX (425) 423-9152

720 80th Street, SW
Building A
Everett, WA 98203

September 1, 2015

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

Enclosed for your review is the interlocal agreement (ILA) for emergency management services with the Snohomish County Department of Emergency Management. This updated ILA is the result of input from the members of a multijurisdictional workgroup and covers the three year period from January 1, 2016 through December 31, 2018. Some key highlights of this ILA are:

- It enumerates specific numbers of training and exercises, and preparedness opportunities
- It clarifies DEM's role in volunteer management
- It contains a section that lists basic expectations of the participating jurisdictions
- It utilizes the same per capita formula

This ILA also includes in its recitals verbiage that clarifies that these services augment the jurisdictions emergency management efforts and that over the course of this three year period we will explore the potential for DEM to assume responsibility for all emergency management services, if so desired. The latter was requested by several representatives in the workgroup.

I will need both copies signed and returned. Once I receive them, they will go before the County's Executive for signature and to the County Council for adoption by motion. Once that process is complete, I will return a fully signed copy to you. If you have any questions or need assistance, feel free to contact me at 425.388.5068 or jason.biermann@snoco.org.

Best regards,

Jason Biermann, Deputy Director
Snohomish County Department of Emergency Management

**INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this ___ day of _____, 20___, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF _____, a municipal corporation of the State of Washington (the "City") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The City and the County have previously contracted for coordinated emergency management services through the Interlocal Agreement for Emergency Management Services dated _____, 20___.

D. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW. SCDEM and the City agree that over the course of this Agreement, the Parties will explore the possibility of SCDEM assuming all emergency management services for the City in future agreements.

E. The County and City believe that it is in the public interest to provide and coordinate emergency management services as provided herein.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2018, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional two (2) year term, upon City providing County written notice on or before June 15, 2018. County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

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

County's Initial Administrator:

John Pennington, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Building A
Everett, Washington 98203

City's Initial Administrator:

City of Sultan
ATTN: City Manager
P.O. Box 1199
Sultan, WA 98294

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

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW (the "Services"). The County will endeavor to provide the Services as described in its comprehensive emergency management plan and as further described in Schedule A, which is attached hereto and incorporated herein, PROVIDED, HOWEVER, that such Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The City shall remain responsible for the provision of all those services identified in Schedule B, attached hereto, as well as any other services the City is otherwise required by law to perform.

5. Advisory Board.

The City shall be entitled during the term of this Agreement to representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, a copy of which is attached hereto and incorporated herein as Schedule C, as it now exists or is hereafter amended.

6. Independent Contractor.

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

7. Compensation.

7.1 Annual Service Charge. Beginning January 1, 2016, the City shall pay an Annual Service Charge to the County calculated at a rate of \$1.15 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2015 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Schedule D. The Annual Service Charge includes the services described in this Agreement's Schedules, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Annual Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31.

7.2 Adjustments to Annual Service Charge. The Annual Service Charge shall be adjusted on January 1 of the subsequent years as follows: (1) the new year's per capita rate shall be the previous year's per capita rate adjusted by the amount of the change in the Bureau of Labor Statistics Consumer Price Index – Urban Wage Earner (CPI-W) for the Seattle-Tacoma-Bremerton area for the period from April to April; and (2) the City's population number from the Office of Financial Management (OFM) based on the *April 1 population estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*. By July 10 of each year, the County shall issue a revision to Schedule C to reflect the City's population number from the Office of Financial Management (OFM) *April 1 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year.

7.3 Emergency Management Performance Grant. The City agrees that by entering into this Agreement, effective January 1, 2016, it will forgo applying for future Emergency Management Performance Grant (EMPG) monies. The City further agrees that to the extent it

receives future EMPG monies after January 1, 2016; such funds will be transferred by the City to SCDEM within thirty (30) days of receipt.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

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

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

11. Compliance with Laws.

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

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than June 15 of the year of termination. Termination pursuant to this Section will become effective on December 31 of the calendar year in which the termination notice is given.

13. Notices.

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

14. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

15. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

16. Conflicts between Attachments and Text.

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

17. Governing Law and Venue.

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

18. Interpretation.

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

19. Severability.

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

20. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

21. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

22. Warranty of Authority.

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

23. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

24. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

25. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

26. No Third Party Beneficiaries.

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

27. Execution in Counterparts.

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

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

COUNTY:

CITY:

Snohomish County, a political subdivision of the State of Washington

City of _____, a Washington municipal corporation

By _____
Name:
Title:

By _____
Name:
Title:

Approved as to insurance and indemnification provisions:

Approved as to Form:

Risk Management

City Attorney

Approved as to Form:

Deputy Prosecuting Attorney

Schedule A
Description of Emergency Management Services

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following:

1. Disaster Response and Recovery Coordination: SCDEM will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS).

b. Provide a 24 hour per day Duty Officer for emergency management issues. The Duty Officer is available via SNOPAC.

c. During disasters as defined by RCW 38.52.010(6), activate the Snohomish County Emergency Operations Center (SCEOC) to support participating jurisdictions.

Requests to activate the SCEOC will be made to the Duty Officer via SNOPAC. The level of SCEOC activation will depend on the situation and the need for coordination and support. The decision to activate the SCEOC, and at what level, is made by the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession.

When requested, and at the discretion of the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison(s) to the participating jurisdiction to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the SCEOC, SCDEM may request that jurisdictions deploy liaisons to the Snohomish County EOC to, among other things, enhance communication between the SCEOC and the incident site(s).

d. During disasters, as defined by RCW 38.52.010(6), activate the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and Emergency Operations Plan (SCEOP). These plans articulate the roles and responsibilities of the County and its jurisdictions, and the SCEOC’s procedures, respectively. Participating jurisdictions will, with the support of SCDEM as outlined in Section 2 of this schedule, develop and maintain plans and procedures that support the SCCEMP and SCEOP.

e. Make available the County’s emergency resources not required for use elsewhere during emergencies. Use shall be determined and prioritized by SCDEM. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of the equipment.

f. As needed, SCDEM will request additional assistance on behalf of the Participating Jurisdictions through established emergency management protocols—from the County to State, State to Region, and Region to National levels.

g. Under the provisions of SCC Chapter 2.36, initiate, through the County Executive a Proclamation of Emergency when SCDEM determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

h. SCDEM, in conjunction with the participating jurisdiction and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The participating jurisdiction will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

i. When requested and practicable, SCDEM will provide technical assistance to support participating jurisdictions' disaster recovery efforts.

2. Planning, Training, and Exercises: SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. It will also maintain training and exercise programs that adhere to state and federal guidance including the National Incident Management System (NIMS), Homeland Security Exercise and Evaluation Program (HSEEP), and Emergency Management Performance Grant (EMPG).

a. SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to participating jurisdictions in order for them to maintain a comprehensive emergency management plan (CEMP) that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060.

b. SCDEM will maintain a multi-jurisdictional hazard mitigation plan (HMP) that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6 and, when requested, provide technical assistance in order for its participating jurisdictions to meet the requirements for participation in the HMP.

c. When requested, and at the discretion of the SCDEM Director or Deputy Director, SCDEM will provide technical assistance and/or templates to participating jurisdictions in order to develop functional emergency management plans and procedures. Examples of such plans include mass fatality plans, disaster debris management plans, emergency operations plans, and emergency operations center procedures.

d. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. Participating jurisdictions desiring training and exercise support from SCDEM must be represented at the TEPW. SCDEM will coordinate one county-level functional exercise annually and provide additional training and exercise opportunities based upon the population or type of the jurisdiction as described below.

i. Jurisdictions with a population greater than 10,000 and Tribal Nations: SCDEM will provide, at a minimum, the delivery of two training and two exercise opportunities annually.

ii. Jurisdictions with a population of 10,000 or less: SCDEM will provide, at a minimum, the delivery of one training and one exercise opportunity annually.

3. Warning, Notification, and Emergency Communications: SCDEM and the participating jurisdiction will utilize protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP) and SCDEM Emergency Operations Plan (EOP).

a. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

b. SCDEM will provide the participating jurisdiction with training, information, and/or technical assistance to endeavor to ensure communications interoperability during a crisis.

c. SCDEM will facilitate access to, and training on, applicable incident management sites and software.

4. Volunteer / Emergency Worker Management: SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, the Snohomish Emergency Response Volunteers (SERV), Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Snohomish County Auxiliary Communications Service (ACS).

a. SCDEM will maintain a central database of these volunteers and facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program. Annually, SCDEM will provide to the participating jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

b. SCDEM will create AlertSense notification lists for these groups.

c. SCDEM will develop, maintain, and centrally manage the Snohomish Emergency Response Volunteer (SERV) group. This group's purpose is to provide volunteers able to augment jurisdictional emergency operation centers (EOCs), manage community points of distribution (CPODs), and manage volunteer reception centers (VRCs).

d. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams in a regional construct. In this construct, SCDEM will provide initial CERT training and support volunteer Regional Coordinators that will be

responsible for coordinating with the SCDEM Volunteer Coordinator for ongoing training, recruiting, and meeting place logistics.

i. SCDEM will provide, at a minimum, annual initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

ii. SCDEM's Volunteer Coordinator will meet with the Regional Coordinators annually to establish a yearly training calendar for the regional teams, and then quarterly throughout the year.

iii. Semiannually, SCDEM will host a countywide CERT meeting. Each team's Regional Coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

iv. SCDEM, in collaboration with the Regional Coordinators, will develop and maintain countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

e. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides emergency communications services to SCDEM, its participating jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross.

f. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, WAC 118-04, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore the requesting jurisdiction is required to provide coverage in accordance with L&I Industrial Insurance regulations.

5. Outreach and Preparedness: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related preparedness and education in order to improve overall community resilience.

a. SCDEM leadership will meet semi-annually with participating jurisdictions' leadership to discuss community-specific concerns and needs.

b. SCDEM will convene meetings of its Advisory Board (see Schedule C) quarterly.

c. SCDEM will provide preparedness presentations based upon the population or type of the jurisdiction as described below. Requests for presentations will be made at least 60 days prior to the date of the presentation.

- i. Jurisdictions with a population greater than 10,000 and Tribal Nations: Four presentations per year.
- ii. Jurisdictions with a population of 10,000 or less: Two presentations per year.

Schedule B
Expectations of Participating Jurisdiction

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the participating jurisdictions retain responsibility.

1. Disaster Response and Recovery Coordination: Participating jurisdictions will coordinate their emergency management activities with SCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain a jurisdiction-level incident management structure that utilizes the principles of the National Incident Management System (NIMS).

b. During disasters, as defined by RCW 38.52.010(6), activate their incident management structure and notify SCDEM as soon as practicable.

c. When requested and practicable, deploy a liaison to the Snohomish County EOC to enhance coordination between the SCEOC and the jurisdiction.

d. During disasters, as defined by RCW 38.52.010(6), activate the jurisdiction's Comprehensive Emergency Management Plan (CEMP).

e. Under the provisions of applicable code, initiate through the jurisdiction's appropriate authority, a Proclamation of Emergency when the jurisdiction determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace. Notify SCDEM as soon as practicable of the intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

f. Work in conjunction with SCDEM during FEMA's post-disaster preliminary damage assessment (PDA) process. Track and report activities potentially reimbursable by federal and/or state disaster assistance programs.

2. Planning, Training, and Exercises: Participating jurisdictions, with SCDEM assistance, will develop and maintain emergency management plans; train staff necessary to implement those plan; and exercise those staff and plans accordingly. In order to achieve this, participating jurisdictions should:

a. Provide a point of contact to SCDEM.

b. Convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

c. Send a representative to participate in SCDEM's annual training and exercise planning workshop (TEPW) per Section 2 of Schedule A.

3. Warning, Notification, and Emergency Communications: Utilize established protocols and guidance to warn, notify, and communicate before, during, and after disasters.

a. Identify pre-designated areas and messages that can be loaded into the AlertSense notification system.

b. Participate in monthly communications checks with SCDEM.

c. Identify incident management staff to receive access to, and training on, applicable incident management sites and software.

4. Volunteer / Emergency Worker Management: Work in collaboration with SCDEM to develop capabilities that augment local disaster response efforts; specifically, the Snohomish Emergency Response Volunteers (SERV), Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Snohomish County Auxiliary Communications Service (ACS).

a. Identify potential volunteers for membership in SERV, CERT, and/or ACS.

b. When practicable, support volunteer activities in their region by providing meeting space.

c. When practicable, integrate volunteers into the jurisdiction's plans, training, and exercising.

d. If desiring to utilize volunteers for duties outside of the scope of their intended purpose and/or training, provide said additional training. Using these volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180 and WAC 118-04. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore the requesting jurisdiction is required to provide coverage in accordance with L&I Industrial Insurance regulations.

5. Outreach and Preparedness: Work in conjunction with SCDEM to provide disaster-related preparedness and education in order to improve overall community resilience.

a. Meet semi-annually with SCDEM's leadership to discuss community-specific concerns and needs.

b. Assign a representative to attend the quarterly Advisory Board meeting.

c. Submit requests for presentations at least 60 days prior to the date of the presentation.

Schedule C
SCC 2.36.130 Duties of the advisory board.

- (1) The board shall serve in an advisory capacity and have the power to make recommendations to the county.

- (2) The board shall advise the director of emergency management in recommending to the executive, actions on the following:
 - (a) Emergency management plans;
 - (b) The department's budget;
 - (c) Rate schedules for emergency management service charges paid by contracting agencies;
 - (d) Grant applications and utilization of awarded grant funds; and
 - (e) Other matters as requested by the county executive or the director

Schedule D
Service Fees by Jurisdiction

2016 Service Fees			
Jurisdiction	April 1, 2015 Population Est. ¹	2016 Per Capita Rate ²	2016 Fees ³
Arlington	18,490	\$1.15	21,295
Brier	6,500	\$1.15	7,486
Darrington	1,350	\$1.15	1,555
Edmonds	40,490	\$1.15	46,633
Gold Bar	2,115	\$1.15	2,436
Granite Falls	3,390	\$1.15	3,904
Index	160	\$1.15	184
Lake Stevens	29,900	\$1.15	34,437
Lynnwood	36,420	\$1.15	41,946
Marysville	64,140	\$1.15	73,872
Mill Creek	19,760	\$1.15	22,758
Monroe	17,620	\$1.15	20,293
Mountlake Terrace	21,090	\$1.15	24,290
Mukilteo	20,900	\$1.15	24,071
Snohomish	9,385	\$1.15	10,809
Stanwood	6,585	\$1.15	7,584
Sultan	4,680	\$1.15	5,390
Woodway	1,335	\$1.15	1,538
Tulalip Tribes ⁴	4,517	\$1.15	5,202
Stillaguamish Tribe ⁵	280	\$1.15	322
TOTALS	309,107	\$1.15	356,007

¹Source: State of Washington, Office of Financial Management, April 1, 2015 Estimates;

<http://www.ofm.wa.gov/pop/april1/default.asp>

²The 2016 Per Capita Rate is the 2015 Per Capita Rate (\$1.1543) adjusted by the change in CPI-W from April 2014 to April 2015, -0.22%.

³The 2016 fees are based on the April 1, 2015 population estimate and the 2016 per capita rate (\$1.1517).

⁴The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

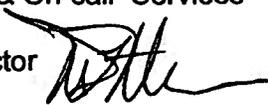
⁵The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2

DATE: October 8, 2015

SUBJECT: Robinson Noble Professional Services Contract –
Geotechnical Engineering Peer Review & On-call Services

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

ISSUE:

The issue before the council is to authorize the Mayor to sign a contract with Robinson Noble to provide professional geotechnical engineering and related services necessary to support the City to implement the Geologically Hazardous Areas code, and to serve as an on-call geotechnical consultant. The proposed duration of the contract is approximately two years. The fee to complete these services is not to exceed \$50,000 without prior written authorization by the City Council.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a contract with Robinson Noble to provide professional geotechnical engineering and related services necessary to support the City to implement the Geologically Hazardous Areas code, and to serve as an on-call geotechnical consultant. The proposed duration of the contract is approximately two years. The fee to complete these services is not to exceed \$50,000 without prior written authorization by the City Council.

SUMMARY:

The new Geologically Hazardous Areas Code requires geotechnical peer review for new development and proposed building permits for structures subject to the code. New building permits that are subject to the code are being contemplated by the development community, and there is a need for the City to have a contract in place with a qualified geotechnical engineer to act as the City's peer reviewer.

The City also has the need from time to time for the services of an on-call geotechnical engineer to assist with Public Works projects

Robinson Noble was heavily involved in helping the City develop the Geologically Hazardous Areas code and is very knowledgeable about geotechnical issues in Sultan. A consultant selection process was conducted (Attachment A) by City staff, with Robinson Noble being chosen as the most qualified

FISCAL IMPACT:

Robinson Noble's fees for peer review will be covered by a deposit to be paid by applicants seeking building permits or a new development that is subject to the Geologically Hazardous Areas Code. Robinson Noble's fees for on-call geotechnical services will be paid out of the appropriate Public Works operating fund.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Robinson Noble to provide professional geotechnical engineering and related services necessary to support the City to implement the Geologically Hazardous Areas code, and to serve as an on-call geotechnical consultant. The proposed duration of the contract is approximately two years. The fee to complete these services is not to exceed \$50,000 without prior written authorization by the City Council.

ATTACHMENTS:

Attachment A –Consultant Selection Memo
Attachment B – Contract

Memorandum

To: File

CC: Ken Walker, City Administrator

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

Date: 9/30/2015

Re: Geotechnical Engineering Peer Review & On-call Consultant Selection

The City has a need to select a geotechnical engineering consultant to conduct peer review to help the City implement the Geologically Hazardous Areas Code, and from time to time serve as an on-call engineer to assist the City with Public Works projects.

I selected three geotechnical engineering firms from the MRSC roster and from their past experience with work in Sultan and my interactions with these firms during my tenure in Sultan.

The three geotechnical engineering firms selected were:

1. Robinson Noble
2. Terra Associates
3. Nelson Geotechnical

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

Geotechnical Engineers	Robinson Noble	Terra Associates	Nelson Geotechnical
Recent experience in Sultan	5	4	4
Familiarity with Sultan's Geologically Hazardous Areas Code	5	2	2
Key staff's expertise in geotechnical engineering related to road and utility design	5	5	5
Total Score	15	11	11

Based on this selection criteria, I chose Robinson Noble.

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
ROBINSON NOBLE, INC.**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Robinson Noble, Inc. (hereinafter referred to as "Service Provider"), doing business at 17625 130th Avenue NE, Suite 102, Woodinville, WA 98072.

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

WHEREAS, the City desires to contract with Service Provider for the provision of such services for geotechnical engineering peer review and geotechnical engineering on-call services, and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work.** Service Provider shall perform work as requested by the City according to the existing standard of care for such services. Service Provider shall not perform any additional services without the express permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Exhibit A, but not more than a total of fifty thousand dollars (\$50,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. No agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. **Project Name.** Geotechnical Engineering Peer Review and On-Call Services
5. **Duration of Work** This contract will expire on December 31, 2017 unless renewed by the City Council through a contract addendum.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the work requested by the City or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Administrator shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his or her duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 17. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 18. Resolution of Disputes, Governing Law, Venue.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington.
- 19. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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

Dated this 9th day of October, 2015.

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

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

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney



General Fee Schedule

January 2015

Professional Positions		Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist		\$175
Associate Engineer, Hydrogeologist or Environmental Scientist		\$160
Senior Engineer, Hydrogeologist or Environmental Scientist		\$135
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$117
Project Engineer, Hydrogeologist or Environmental Scientist		\$105
Staff Engineer, Hydrogeologist or Environmental Scientist		\$95
Senior Field Staff		\$86
Field Staff		\$69
Legal Support/Expert Witness Services/Testimony		150% of above rates
Support Positions		
Senior GIS/CAD Specialist		\$91
Senior Technician		\$91
Senior Administrator		\$80
GIS/CAD Specialist		\$80
Technician		\$80
Administrator		\$69
Clerical Support		\$69
Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	\$0.575/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
Field and laboratory testing/equipment rental		See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**ATTACHMENT B
EXHIBIT A**

**Geotechnical Field and Laboratory Testing Schedule
January 2015**

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinator	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20
Resistivity 4-point Gauge	Day	\$300
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550
		\$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM #: Discussion D 1

DATE: October 8, 2015

SUBJECT: Council Meeting Procedures

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is to discuss and provide direction to staff in regards to amending the Council Meeting Procedures to eliminate the requirement for a second comment period and posting audio recordings of the meeting to the City web site.

SUMMARY:

The Council by consensus decided to eliminate the second public comment period during the Council meeting in order to streamline the meetings. There is a public comment period at the beginning of each Council meeting at which time the public can comment on agenda items or bring issues before the Council. The Council is not required to provide public comments during a regular meeting.

In October 2010, at the request of a Councilmember, the council revised the Council Meeting Procedures to require recording all regular and special meetings of the city council held in the Community Center Council Chambers and to post the recordings on the web site.

Under the RCW's there are no requirements to record council meetings (see Attachment A). There is a requirement for written minutes under the RCW's. Unless the audio recordings are transcribed and the transcription is approved, the recordings must be retained as a public record for 6 years. The Council's Policy and Procedure reads:

1.1 Journal of Proceedings: A journal of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.

1.2 Recording Meetings: The clerk shall make an audio recording of all meetings the public is invited to attend that are held in the Community Center Council Chambers. The audio recordings will be posted on the City's web page in a timely manner (within two weeks).

The change required staff to record sub-committee meetings, retreats, workshops and open houses. These meetings are less informal in nature to allow the council to discuss issues without making any decisions or taking action. Staff may take notes for reference during these meetings but there are no minutes taken.

Recordings are not being made during workshops, sub-committee meetings or open houses.

In order to revise the Council Meeting Procedures, the Council needs to discuss the changes and bring the amended procedures back at the next meeting. The current Council procedures provides:

10.1.1 These rules may be amended or new rules adopted by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have introduced into the record at a prior Council meeting.

The revised procedures will be brought back for action on October 22, 2015.

RECOMMENDATION:

Direct Staff to amend the Council Meeting Procedures to be consistent with the new procedure and to discontinue recording meetings other than Council meetings and remove the requirement to post the audio recordings on the city web page.

Attachments: A. Information from MRSC on audio recordings

B. Council Meeting Procedures

ATTACHMENT A

Following is additional information from MRSC regarding audio recordings of council meetings <http://www.mrsc.org/askmrsc/featuredinq.aspx?inq=452>

Regular and Special Council Meetings

There does not appear to be any legal requirement for local legislative bodies to make audio tape recordings of general public meetings of the legislative body. Written minutes are still required as a permanent record of legislative proceedings.

Many local legislative bodies make a tape recording of the proceedings to assist the clerk in preparing the required summary or minutes of the official proceedings for approval by the council or board. If such a tape is made, it must now be retained for the new six year period even if the purpose for tape recording is simply to assist the clerk in preparing minutes.

Even though the tape must now be retained for six years, written meeting minutes are still required for every regular and special meetings, except executive sessions (RCW 42.32.030).

Quasi-Judicial Meetings

Different rules apply to quasi-judicial adjudicative proceedings and to public hearings where specific findings are required and a record may need to be made for judicial review. Washington courts have held that a verbatim record is required and even a close paraphrase of the proceedings is not sufficient where it becomes necessary to prepare an adequate record for review.

Although other methods of reporting are possible to obtain a verbatim transcript, the potential need for a verbatim transcript essentially means an audio recording is required for any hearing involving testimony upon which the legislative body will base its decision and which will become part of the record in the event of judicial review. If a verbatim transcript of the tapes is prepared and certified, the required retention period for the audio tapes may be reduced.

If there is any question over whether a tape needs to be made, consideration might be given to making a tape recording simply to avoid a court subsequently vacating the action due to lack of an adequate record for review. In addition, the courts have upheld actions even where the formal written findings were found inadequate to support the decision, where the decision was supported by oral findings contained in the tapes of the proceeding.

If you have any questions on whether audio tapes need to be made of particular hearings or proceedings, you should discuss the issue with your county prosecutor or city attorney.

CITY OF SULTAN

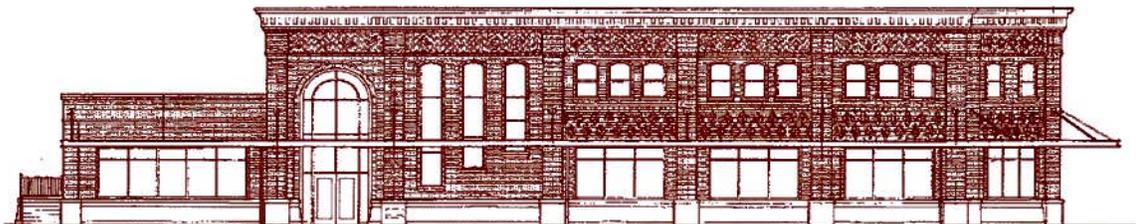
COUNCIL

MEETING

PROCEDURES

Revised October ~~2010~~ 2015

Adopted April 12, 2007



CITY OF SULTAN -COUNCIL MEETING PROCEDURES

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CITY OF SULTAN COUNCIL PROCEDURES

1. GENERAL RULES

- 1.1 Meetings to be Public:** All official meetings of the Council shall be open to the public with the exception of executive sessions for certain limited topics (as defined in RCW Chapter 42.30). The journal of proceedings (minute book) shall be open to public inspection.
- 1.2 Quorum:** Four Councilmembers shall be in attendance to constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time, but no adjournment shall be for a longer period than until the next regular meeting.
- 1.3 Attendance, Excused Absences:** RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Chair prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Chair, the member shall contact the City Clerk, who shall convey the message to the Chair. The Chair shall inform the Council of the member's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. If the motion is not passed the Clerk will note in the minutes that the absence is unexcused.
- 1.4 Journal of Proceedings:** A journal of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.
- 1.5 Recording Meetings:** The clerk shall make an audio recording of all meetings the public is invited to attend that are held in the Community Center Council Chambers. ~~The audio recordings will be posted on the City's web page in a timely manner (within two weeks).~~
- 1.6 Right of Floor:** Any member desiring to speak shall be recognized by the Chair and shall confine his/her remarks to one subject under consideration or to be considered.
- 1.7 Rules of Order:** Robert's Rules of Order Newly Revised shall be the guideline procedures for the proceedings of the Council. If there is a conflict, these rules shall apply.
- 4.91.8 Arrangement of the Council:** The mayor shall be seated in the center of the council table with the Council in order of position number shall fill the other seven seats at the Council table.
- 4.401.9 Oath of Office:** Prior to taking a seat on the council, the elected or appointed council member must take the oath or office as required under RCW 35A.

2. TYPES OF MEETINGS

- 2.1 Regular Council Meetings:** The Council shall meet on such days as set by resolution beginning at 7 PM and ending at 10 PM. (The current resolution provides for meetings on the 2nd and 4th Thursday of the month) When a Council meeting falls on a holiday, the Council may determine an alternate day for the meeting or cancel the meeting. The Council may reschedule regular meetings to a different date or time by motion. The location of the meetings shall be the Community Center meeting room at 319 Main Street, unless specified otherwise by a majority vote of the Council. All regular and special meetings shall be public.
- 2.2 Special Meetings:** Special meetings may be called by the Mayor or any four (4) members of the Council. The City Clerk shall prepare a notice of the special meeting stating the time, place and business to be transacted. The City Clerk shall attempt to notify each member of the Council, either by telephone or otherwise, of the special meeting. The City Clerk shall give at least 24 hours' notice of the special meeting to each local newspaper of general circulation and to each local radio and/or television station which has filed with the Clerk a written request to be notified of special meetings. No subjects other than those specified in the notice shall be considered. The Council may not make final disposition on any matter not mentioned in the notice.
- 2.3 Emergency Meetings:** Emergency meetings may be called in less than 24 hours and without notice requirements for special and regular meetings, to deal with emergencies involving damage to persons or property, or when there is a likelihood that adherence to the notice requirements would be impractical and may increase the likelihood of injury or damage.
- 2.4 Continued and Adjourned Sessions:** Any session of the Council may be continued or adjourned from day to day, or for more than one day, but no adjournment shall be for a longer period than until the next regular meeting.
- 2.5 Study Sessions and Workshops:** The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or of any four or more members of the Council, to review forthcoming programs of the city, receive progress reports on current programs or projects, receive other similar information from city department heads or conduct procedures workshops, provided that all discussions and conclusions thereon shall be informal and do not constitute official actions of the Council. ~~Study sessions and workshops held by the council are "special meetings" of the council, and the notice required by RCW 42.30.080 must be provided.~~
- 2.6 Executive Sessions:** Executive Sessions or closed meetings may be held in accordance with the provisions of the Washington State Open Meetings Act (Chapter 42.30 RCW).

Among the topics that may be discussed are:

- (1) certain personnel matters;
- (2) consideration of acquisition of property for public purposes or sale of city-owned property; and

(3) potential or pending litigation in which the city has an interest, as provided in the Revised Code of Washington.

The Council may hold an executive session during a regular or special meeting. Before convening in executive session the Chair shall publicly announce the purpose for excluding the public from the meeting place and the time when the executive session will be concluded. If the Council wishes to adjourn at the close of a meeting from executive session, that fact will be announced along with the estimated time for the executive session. The announced time limit for executive sessions may be extended to a state later time by the announcement of the Chair.

- 2.7 Attendance of Media at Council Meetings:** All official meetings of the Council and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

3. CHAIR COUNCIL AND DUTIES

- 3.1 Chair:** The Mayor, if present, shall preside as Chair at all meetings of the Council. In the absence of the Mayor, the Mayor Pro tem shall preside. In the absence of both the Mayor and Mayor Pro Tem, the Council shall elect a Chair.
- 3.2 Council:** The Council consists of seven council members, who are residents within the city limits of Sultan and have been elected or appointed.
- 3.3 Call to Order:** The meetings of the Council shall be called to order by the Mayor or, in his/her absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk for the election of a temporary Chair.
- 3.4 Lack of a Quorum:** Before the meeting is called to order, it is the duty of the Mayor to determine if there is a quorum present. In the absence of a quorum, any business transacted is null and void, except that within this paragraph. If a quorum is not present, the Mayor shall wait a reasonable to time to determine if a quorum will be present. If it appears that a quorum will not be present, or if a reasonable time expires and there is no quorum, the Mayor shall call the meeting to order, announce the absence of a quorum, then entertain a non-debatable motion to adjourn, a motion to adjourn to a specific time and place other than regularly scheduled meeting or a recess. During the recess, measures shall be taken to contact members of the council to seek their attendance.
- 3.5 Preservation of Order:** The Chair shall preserve order and decorum, prevent attacks on personalities or the impugning of members' motives and confine members in debate to the question under discussion.
- 3.6 Points of Order:** The Chair shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the Chair be sustained?"
- 3.7 Questions to be Stated:** The Chair shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon all questions.

- 3.8 Mayor – Powers:** The Mayor may not make or second motions, but may participate in debate to the extent that such debate does not interfere with chairing the meeting. If the mayor wishes to participate vigorously in the debate of an issue, the mayor shall turn over chairing of that portion of the meeting to the Mayor Pro Tem, or to another councilmember if the Mayor Pro Tem is absent. The mayor’s voting rights and veto power are as specified in RCW35A.12.100.

4. ORDER OF BUSINESS AND AGENDA

- 4.1 Order of Business:** The order of business for all regular meetings shall be transacted as follows unless the Council, by a majority vote of the members present, suspends the rules and changes order:

- (1) Call to Order
- (2) Pledge of Allegiance
- (3) Changes/Additions to the agenda
- (4) Presentations
- (5) Comments from the Public
- (6) Councilmembers comments
- (7) Hearings scheduled during the Council meeting
- (8) Department Head/Council Committee/Commission Reports
- (9) Consent Agenda
- (10) Action Items
- (11) Discussion Items
- ~~(12) Comments from the Public on agenda items~~
- ~~(13) Councilmember response to comments on agenda items~~
- ~~(14)~~(12) Executive sessions (may be held at anytime during the meeting)
- ~~(15)~~(13) Adjournment

The Consent Agenda may contain items which are of a routine and non-controversial in nature which may include, but are not limited to, the following: meeting minutes, payroll, claims, budget amendments, and any item previously approved by Council with a unanimous vote and which is being submitted to Council for final approval. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Councilmember or any person attending a Council meeting.

- 4.2 Council Agenda:** The Mayor shall prepare the agenda for Council meetings. Subject to the Council’s right to amend the agenda, no legislative item shall be voted upon which is not on the Council agenda, except in emergency situations (defined as situations which would jeopardize the public’s health, safety or welfare).
- 4.3 Mayor and Councilmember Comments and Concerns:** The agenda shall provide a time when the Mayor or and Councilmember (“Comments From Councilmembers”) may bring before the council any business that he/she feels should be deliberated upon by the council. There shall be no lectures, speeches or grandstanding

- 4.4 **Procedure to Bring Business Before the Council:** In order to bring any item of business before the Council, a person must contact the Clerk's office a minimum of seven business days prior to the council meeting so that the Clerk may place the item on the agenda. The person must clearly identify the item of business he/she wishes to address to the council. Any written materials should be presented to the Clerk's office seven business day prior to the meeting so that the Clerk has an opportunity to distribute them to the Council for review. This shall only apply to requests for action by the Council. Citizens may address the council on other matters during the Public comments section of the meeting.

5. CONSENSUS AND MOTIONS

- 5.1 **Consensus Votes:** When a formal motion is not required on a Council action or opinion, a consensus voice vote will be taken. The Chair will state the action or opinion and each Councilmember will state his/her name and vote by saying "aye" or "nay".
- 5.2 **Motions:** No motion shall be entertained or debated until duly seconded and announced by the Chair. The motion shall be recorded and, if desired by any Councilmember, it shall be read by the Clerk before it is debated and, by the consent of the Council, may be withdrawn at any time before action is taken on the motion.
- 5.3 **Votes on Motions:** Each member present shall vote on all questions put to the Council except on matters in which he or she has been disqualified for a conflict of interest or under the appearance of fairness doctrine. Such member shall disqualify himself or herself prior to any discussion of the matter and shall leave the Council Chambers. When disqualification of a member or members results or would result in the inability of the Council at a subsequent meeting to act on a matter on which it is required by law to take action, any member who was absent or who had been disqualified under the appearance of fairness doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.
- 5.4 **Tie Vote:** If the vote is tied, the Mayor shall take a roll call, calling each individual council member by name to record his/her vote. To the extent allowed by state law, in the event of a tie vote, the Mayor shall vote and break the tie.
- 5.5 **Failure to Vote on a Motion:** Any councilmember present who fails to vote without a valid disqualification shall be declared to have voted in the affirmative on the question.
- 5.6 **Motions to Reconsider:** A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings were adopted.

6. PUBLIC HEARING PROCEDURES

- 6.1 Speaker Sign-In:** Prior to the start of a public hearing the Chair may require that all persons wishing to be heard sign in with the Clerk, giving their name and whether they wish to speak as a proponent, opponent or from a neutral position. Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Chair, subject to the concurrence of a majority of the Council, may establish time limits and otherwise control presentations. (Suggested time limit is three minutes per speaker or five minutes when presenting the official position of an organization or group.) The Chair may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, etc.).
- 6.2 Conflict of Interest/Appearance of Fairness:** Prior to the start of a public hearing the Chair will ask if any Councilmember has a conflict of interest or Appearance of Fairness Doctrine concern which could prohibit the Councilmember from participating in the public hearing process. A Councilmember who refuses to step down after challenge and the advice of the City Attorney, a ruling by the Mayor or Chair and/or a request by the majority of the remaining members of the Council to step down is subject to censure. The Councilmember who has stepped down shall not participate in the Council decision nor vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration, provided, however, that nothing herein shall be interpreted to prohibit a Councilmember from stepping down in order to participate in a hearing in which the Councilmember has a direct financial or other personal interest.
- 6.3 The Public Hearing Process:** The Chair introduces the agenda item, opens the public hearing and announces the following Rules of Order:
- (1) All comments by proponents, opponents or other members of the public shall be made from the podium; any individuals making comments shall first give their name and address. This is required because an official recorded transcript of the public hearing is being made.
 - (2) No comments shall be made from any other location. Anyone making "out of order" comments shall be subject to removal from the meeting. If you are disabled and require accommodation, please advise the Clerk.
 - (3) There will be no demonstrations during or at the conclusion of anyone's presentation.
 - (4) These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his/her right of free speech.
 - The Chair calls upon city staff to describe the matter under consideration.
 - The Chair calls upon proponents, opponents and all other individuals who wish to speak regarding the matter under consideration.
 - The Chair inquires as to whether any Councilmember has questions to ask the proponents, opponents, speakers or staff. If any Councilmember has questions, the appropriate individual will be recalled to the podium.

- The Chair continues the public hearing to a time specific or closes the public hearing.

7. DUTIES AND PRIVILEGES OF CITIZENS

- 7.1 Meeting Participation:** Citizens are welcome at all Council meetings and are encouraged to attend and participate before the deliberations of the Council. Recognition of a speaker by the Chair is a prerequisite and necessary for an orderly and effective meeting, be the speaker a citizen, Councilmember or staff member. Further, it will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting. Use of cellular telephones is prohibited in the Community Center Meeting Room.
- 7.2 Subjects Not on the Current Agenda:** Under agenda item "Comments From the Public" citizens may address any item they wish to discuss with the Mayor and Council. They shall first obtain recognition by the Chair, state their name, address and subject of their comments. The Chair shall then allow the comments, subject to a three (3) minute limitation per speaker, or other limitations as the Chair or Council may deem necessary. Following such comments, if action is required or has been requested, the Chair may place the matter on the current agenda or a future agenda or refer the matter to staff or a Council committee for action or investigation and report at a future meeting.
- 7.3 Subjects on the Current Agenda:** Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Chair or Presiding Officer. The Chair shall rule on the appropriateness of public comments as the agenda item is reached. The Chair may change the order of speakers so that testimony is heard in the most logical grouping (i.e. proponents, opponents, adjacent owners, etc.). All comments shall be limited to three (3) minutes per speaker or other limitations as the Chair or Council may deem necessary.
- 7.4 Manner of Addressing the Council – Time Limit:** Each person addressing the Council shall step up to the podium, give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit his/her remarks to three (3) minutes. Agenda items "Comments From the Public" and "Public Comments on Agenda Items" shall be limited to a total of 30 minutes each unless additional time or less time is agreed upon by the Council (dependent upon the length of the agenda). All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Chair, members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Councilmembers, except through the Chair. The Council will then determine the disposition of the issue (information only, place on present agenda, workshop, a future agenda, assign to staff, assign to Council Committee or do not consider).
- 7.5 Personal and Slanderous Remarks:** Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the Council

may be requested to leave the meeting and may be barred from further audience before the Council during that Council meeting by the Chair or Presiding Officer.

- 7.6 Written Communications:** Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the city's business or over which the Council had control at any time. The written communication may be submitted by direct mail or by addressing the communication to the City Clerk who will distribute copies to the Councilmembers. The communication will be entered into the record without the necessity for reading as long as sufficient copies are distributed to members of the audience/public.
- 7.7 Comments in Violation of the Appearance of Fairness Doctrine:** The Chair may rule out of order any comment made with respect to quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.
- 7.8 "Out of Order" Comments:** Any person whose comments have been ruled out of order by the Chair shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Chair may subject the individual to removal from the Community Center Meeting Room. These rules are intended to promote an orderly system of holding a public meeting and to give every person an opportunity to be heard.

8. FILLING COUNCIL VACANCIES AND SELECTING MAYOR PRO TEM

- 8.1 Notice of Vacancy:** If a Council vacancy occurs, the Council will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy and the procedure and deadline for applying for the position.
- 8.2 Application procedure:** The Council will draw up an application form which contains relevant information that will answer set questions posed by Council. The application form will be used in conjunction with an interview of each candidate to aid the Council's selection of the new Councilmember.
- 8.3 Interview Process:** All candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing the names; in order to make the interviews fair, applicants will be asked to remain outside the Community Center Meeting Room while other applicants are being interviewed. Applicants will be asked to answer questions submitted to them in advance of the interview and questions posed by each Councilmember during the interview process. The Councilmembers will ask the same questions of each candidate. Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.

8.4 Selection of Councilmember: The Council may recess into executive session to discuss the qualifications of all candidates. Nomination, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.

8.5 Selecting Mayor Pro Tem and Alternate Mayor Pro Tem: The council shall appoint a Mayor Pro Tem to conduct the business of presiding over meetings of the council and may other regularly conducted business of the Mayor in the Mayor's absence. While the council member is functioning as Mayor Pro Tem, the council member retains his/her right and responsibility to make and vote on motions before the council. The appointment of the Mayor Pro Tem shall take place annually at the first regular meeting of the council each year and the term shall be for one year.

9. CREATION OF COMMITTEES, BOARDS AND COMMISSIONS

9.1 Citizen Committees, Boards and Commissions: The Council may create committees, boards, and commissions to assist in the conduct of the operation of city government with such duties as the Council may specify not inconsistent with the Sultan Municipal Code.

9.2 Membership and Selection: Membership and selection of members shall be as provided by the Council if not specified otherwise in the SMC. Any committee, board, or commission so created shall cease upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. No committee so appointed shall have powers other than advisory to the Council or to the mayor except as otherwise specified in the SMC.

9.3 Removal of Members of Boards and Commissions: The Council may remove any member of any board or commission which it has created by a vote of at least a majority of the Council (this rule does not apply to the Civil Service Commission or any other such body which has statutory or ordinance procedures concerning removal).

10. SUSPENSION AND AMENDMENT OF THESE RULES

10.2 Suspension of These Rules: Any provision of these rules not governed by the SMC may be temporarily suspended by a vote of a majority of the Council.

10.3 Amendment of These Rules: These rules may be amended or new rules adopted by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have introduced into the record at a prior Council meeting.