

Duvall City Council COW Agenda

COMMITTEE OF THE WHOLE

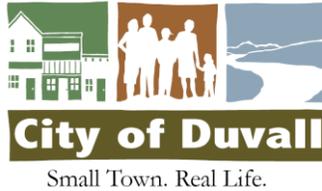
The Committee of the Whole includes the Mayor and all City Council Members

Tuesday, **November 1, 2016** 5:30 P.M.

Riverview Educational Service Center – 15510 – 1st Ave NE

****Professional Learning Room**

1. CALL TO ORDER		
2. ITEM	<p>a. Good of the Order – 10 minutes</p> <p>b. 2017 Budget – General Discussion– 60 minutes</p> <p>c. 2016 Budget Q4 Amendment – 10 minutes</p> <p><u>Written Reports:</u></p> <ul style="list-style-type: none"> - October Sales Tax Report - Hearing Examiner Contract Amendment - 2017 On-Call Contracts 	<p>Council</p> <p>D. Rohla, Finance Goal: Discussion</p> <p>D. Rohla, Finance Goal: Discussion</p> <p><u>Submitted by:</u></p> <ul style="list-style-type: none"> - D. Rohla, Finance - L. Thomas, Planning - B. Benson, Public Works



Date: November 1, 2016

To: Mayor Ibershof and City Council

From: Dean Rohla, Finance Director

Re: 2016 4th Quarter Budget Amendment – first touch

The 2016 budget was adopted on December 1, 2015 and amended on April 5, 2016, June 21, 2016, and September 20, 2016. Additional revenues and expenditures have been identified and will be detailed in the 2016 budget amendment ordinance and exhibit. Tonight represents the first touch on this budget amendment.

As we approach the end of the fiscal year it is time to reexamine the 2016 budget. The purpose for this amendment is to update the budget for several items as follows:

General Fund items:

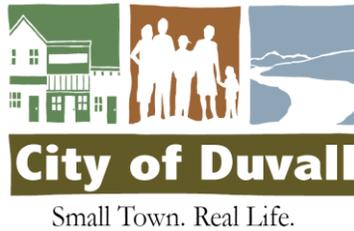
1. "One-time" revenue transfers to Contingency fund before year-end of \$135,000 for subsequent use on "one-time" items:
 - a. Partial transfer of "one-time" Construction-related sales tax not to exceed \$50,000;
 - b. Excess "one-time" Building Permit Fees not to exceed \$60,000;
 - c. Excess "one-time" Engineering Fees & Charges not to exceed \$25,000.Potential subsequent uses to be discussed in-depth at later date could include Contingency, funding the Roadmap Matrix items discussed October 25, 2016, employee separation fund for payoffs at termination, or other "one-time" Council priorities. More detail on these revenues will be presented to you at our COW 11/1/16.
2. Increase "Indigent Legal" expenditures in Police budget by \$10,000. Increase to be offset by:
 - a. Increasing revenue in Interest earnings \$2,000;
 - b. Increasing revenue in the Criminal Justice portion of the state sales tax \$8,000.
3. Increase "District Court" expenditures in Police budget by \$20,000. Increase to be offset by:
 - a. Increasing revenue in "District Court" earnings \$20,000;

Water fund:

1. Increase Seattle Public Utilities General Facilities Charges expenditure budget by \$30,000 (is currently \$0).
 - a. The offsetting revenue was budgeted at \$30,000 and the expenditures were missed. These are pass-through expenditures to SPU.
 - b. To minimize the impact on fund balance we are also requesting to do a partial offset by increasing interest earnings in the water fund by \$7,000.

Multiple funds:

2. Establish a Savings account set-aside for unused Insurance Deductibles in Fund 503 Building (internal service fund). In 2016 we raised our deductible from \$1,000 to \$5,000 in an effort to save on our annual premium. In the 2016 budget we budgeted an additional \$25,000 to be used in case there were any claims against our insurance company that would require us paying the \$5,000 deductible. Since we budget insurance costs to six different funds there is the need to set this money aside for future potential deductible payments and track its source since the utility funds are restricted. The theory being that if we do not use all of our set-aside funds we can eventually increase our deductible to \$25,000 in an effort to keep our premiums down. Thus far in 2016 we have had one \$5,000 deductible claim against the Sewer fund and a \$1,000 claim against the General Fund. At the end of the year we want to be able to transfer the unspent \$19,000 from the various funds (thus far) to fund 503. The amount may vary if we have further claims however the amount transferred would be less, not more.



Date: November 1, 2016

To: Mayor Ibershof and City Council

From: Dean Rohla, Finance Director

Re: October Sales Tax Report

Attached is the Year-to-date Sales Tax Report as of October 31, 2016 compared to October 2015. Some highlights include:

- Received \$68,208 in sales tax revenue in October 2016
 - \$16,530 more than October 2015
 - Highest receipts received in the month of October
- Year-to-date sales tax revenues are up 15.3% or \$84,564 compared to last October
 - Construction and Services classifications lead the surge accounting for 68% of the \$84,564
- Year-to-date sales tax revenues are at 95.67% of the 2016 budget of \$665,000 (10/12th = 83.33%)

October tax revenues represent sales for August 2016 as there is a two month lag before we actually receive the sales tax revenue.

Please feel free to contact me if you have any additional questions.

Attachment

City of Duvall
Sales Tax Receipts By Business Type
YTD Comparison October 2016

TAX CLASSIFICATION:	TOTAL Oct-15	PERCENT Oct-15	TOTAL Oct-16	PERCENT Oct-16	\$ YTD CHANGE	% YTD CHANGE
AGRICULTURE & OTHER	\$ 926.08	0.17%	\$ 615.55	0.10%	\$ (310.53)	-34%
CONSTRUCTION	89,995.86	16.31%	120,100.22	18.88%	30,104.36	33%
MANUFACTURING	8,686.73	1.57%	10,033.31	1.58%	1,346.58	16%
TRANSPORTATION & UTILITIES	1,970.93	0.36%	2,245.55	0.35%	274.62	14%
WHOLESALE	23,813.69	4.32%	27,458.82	4.32%	3,645.13	15%
RETAIL TRADE	231,961.40	42.05%	246,054.07	38.68%	14,092.67	6%
SERVICES	151,386.55	27.44%	178,761.88	28.10%	27,375.33	18%
INFORMATION	28,888.81	5.24%	36,688.80	5.77%	7,799.99	27%
PUBLIC SERVICES	13,993.90	2.54%	14,229.79	2.24%	235.89	2%
TOTALS:	\$ 551,623.95	100.00%	\$ 636,187.99	100.00%	\$ 84,564.04	15.33%

CITY OF DUVALL
CUMULATIVE SALES TAX REVENUE HISTORY

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016 YTD	% YTD Change
January	\$39,502	\$43,227	\$47,054	\$41,986	\$52,791	\$50,518	\$47,855	\$53,715	\$47,793	\$53,680	12.3%
February	\$129,098	\$104,217	\$110,787	\$105,194	\$111,247	\$115,062	\$112,677	\$117,957	\$113,497	\$129,794	14.4%
March	\$175,886	\$148,463	\$158,554	\$143,621	\$154,001	\$158,039	\$160,974	\$167,735	\$160,234	\$181,534	13.3%
April	\$230,183	\$183,512	\$197,157	\$185,719	\$193,955	\$205,676	\$209,819	\$213,969	\$206,406	\$232,644	12.7%
May	\$293,005	\$231,906	\$245,911	\$239,339	\$247,861	\$264,381	\$267,777	\$273,861	\$259,209	\$296,261	14.3%
June	\$334,684	\$276,633	\$288,596	\$279,583	\$291,968	\$312,585	\$315,910	\$323,777	\$313,136	\$353,286	12.8%
July	\$387,663	\$322,896	\$330,950	\$329,213	\$339,635	\$366,434	\$369,993	\$371,619	\$368,573	\$412,267	11.9%
August	\$452,451	\$378,651	\$377,308	\$377,961	\$400,075	\$435,308	\$427,886	\$433,022	\$433,215	\$497,506	14.8%
September	\$505,587	\$435,682	\$420,085	\$428,605	\$451,496	\$494,314	\$482,815	\$489,474	\$499,946	\$567,980	13.6%
October	\$555,421	\$490,279	\$461,453	\$471,200	\$510,777	\$556,350	\$540,354	\$544,139	\$551,624	\$636,188	15.3%
November	\$614,918	\$551,588	\$514,994	\$529,448	\$568,674	\$615,950	\$601,940	\$604,160	\$626,712		-100.0%
December	\$671,002	\$606,944	\$558,373	\$578,090	\$618,198	\$678,275	\$659,255	\$664,994	\$685,805		-100.0%
Annual Total	\$671,002	\$606,944	\$558,373	\$578,090	\$618,198	\$678,275	\$659,255	\$664,994	\$685,805	\$636,188	



Small Town. Real Life.

To: Mayor and Council
From: Lara Thomas, Planning Department
Date: October 27, 2016
Re: Hearing Examiner Contract Amendment # 11

Background

The City of Duvall conducted a search for hearing examiner services in 2005. In 2006, the City entered into a contract with Hearing Examiner John E. Galt. The hearing examiner holds public hearings, takes testimony (city, applicant, public), and renders a final decision on land use applications consistent with DMC 14.08, Permit Processing and Title 2.22 Enforcement of Hearing Examiner. The hearing examiner also hears appeals for civil infractions, penalties, fines, and orders for the Police Department. An annual amendment (Amendment #11 – Agreement Extension) to the contract has been drafted for Council review, consideration, and approval. The scope services, and hourly rate remain the same as 2016 (\$125.00).

Staff Recommendation

Planning and Police recommend the City Council approve Contract Amendment #11 for hearing examiner services for 2017. If you have any questions or comments please contact Lara Thomas.

Attachments:

2006 Personal Services Agreement – Hearing Examiner
John E. Galt Contract Amendment #11 Extension for Hearing Examiner Services

**PERSONAL SERVICES AGREEMENT
HEARING EXAMINER**

THIS AGREEMENT for professional services is entered into this ____ day of _____, 2006, by and between the City of Duvall, a municipal corporation in King County, Washington, hereafter referred to as the “City”, and John E. Galt of 927 Grand Avenue, Everett, Washington, 98201, hereafter referred to as “Galt”.

WHEREAS, it is in the best interest of the City and its citizens to provide a hearing examiner system for the conduct of certain quasi-judicial hearings within the City; and

WHEREAS, Galt has experience conducting such hearings and rendering decisions in accordance with applicable state and local law and policy; and

WHEREAS, the City has investigated the specific expertise of Galt and finds that he is, in fact, qualified to serve the City as hearing examiner.

NOW, THEREFORE, the City and Galt mutually agree as follows:

1. Galt shall serve the City as Enforcement Hearing Examiner under Chapter 2.22 Duvall Municipal Code (DMC) and as Land Use Hearing Examiner under Chapter 2.30 DMC on those cases assigned to him by the City. In this capacity he: shall receive and examine available information, including, but not limited to, application materials, environmental checklists and impact statements, staff reports and citizen comments; may convene prehearing conferences for resolution of procedural matters; shall conduct open record hearings and prepare a record thereof; shall enter findings of fact and conclusions based thereupon; shall render decisions as provided by City ordinance; and shall perform such other actions as required by City ordinance. Galt shall provide a signed original and an electronic copy of each decision to the City.
2. Galt may, at his sole discretion, excuse himself from hearing any item that may pose a conflict of interest on his part or which may otherwise conflict with previously scheduled obligations. Galt shall endeavor to give the City as much advance notice as possible of his inability to hear any item so that the item can be assigned to another examiner or a *pro tem* hearing examiner can be selected.
3. All required open record hearings shall be held within the City.
4. The City shall arrange for and provide: a hearing room and facilities (including recording and sound systems); public notice of hearings as is required under City ordinance and rule; a hearing clerk or equivalent for each hearing; and decision copying and distribution services as required under City ordinance and rule. The City shall provide Galt with a current copy of all City land use plans, policies and ordinances and shall timely provide Galt with amendments thereto passed during the term of this Agreement. The City shall pay all costs and expenses associated with such support.

5. Galt agrees to render his services as required under this Agreement pursuant to the time constraints identified in City ordinances and rules.
6. Except in cases where the City elects to appeal or challenge an action or decision of Galt, the City will actively represent Galt and defend any and all legal challenges to or appeals of any action taken and/or decision rendered by Galt when acting within the scope of the quasi-judicial duties called for by this Agreement, to the same extent as it would for any other City quasi-judicial decision maker. The costs of such legal representation shall not be charged to Galt as long as the action taken and/or the decision rendered is within the scope of the quasi-judicial duties called for in this Agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City, with or without consulting with or obtaining the consent of Galt. In the event that any action taken and/or decision rendered is determined to be outside the scope of the hearing examiner's quasi-judicial duties, the City shall have no obligation to represent or defend Galt or any action taken and/or decision rendered, and Galt's indemnity obligations set forth in this Agreement shall apply.
7. Galt shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from his willful misconduct or negligent acts, errors or omissions in performing this Agreement. The City shall protect, defend, indemnify and save harmless Galt from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the willful misconduct or negligent acts, errors or omissions of City, its officers, employees or agents in performing this Agreement.
8. This Agreement shall not constitute nor create an employer/employee relationship and Galt shall not acquire as a result of this Agreement, unless specifically stated herein, any "employee benefits" which may now exist or hereafter be established by the City for its employees, either by ordinance, practice, contract or otherwise, including but not limited to, annual vacation leave, sick leave, health and accident insurance coverage or retirement benefits. Galt shall be solely responsible for payment of all taxes and fees, including business license fees and social security taxes.
9. Galt shall initially be paid at the rate of \$110.00 per hour for actual time spent on the City's work, not including travel time to and from the City. The hourly compensation rate may be adjusted annually by the City. Galt shall keep accurate time records and shall provide such records to or for review by the City whenever requested by the City.
10. Nothing herein shall constitute a guarantee to provide a minimum amount of work or a promise to supply work to Galt by the City. Nothing herein shall be deemed to prevent the City from assigning hearing examiner duties to other persons, either by way of contract or employment.
11. General Provisions.
 - a. Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile

machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

City:
City of Duvall
Jodee Schwinn, City Clerk
15535 Main Street NE
P.O. Box 1300
Duvall, WA 98019

Galt:
John E. Galt
927 Grand Avenue
Everett, WA 98201-1305

- b. Attorneys' Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.
 - c. Entire Agreement. This Agreement and its exhibit attachments contain the entire understanding between the City and Galt relating to the services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.
 - d. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
 - e. Assignment. Neither party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Agreement is made only for the benefit of the City and Galt and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.
 - f. Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.
 - g. Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
12. This Agreement shall be effective as of the date first written above and shall continue in effect through December 31, 2006. The City may renew this Agreement for additional one-year terms. Either party may terminate this Agreement upon sixty (60) days written notice of termination to

the other party. In the event of termination, Galt shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

City of Duvall

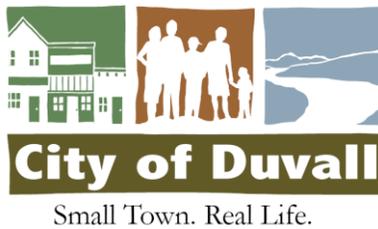
John E. Galt, Hearing Examiner

Will Ibershof, Mayor

Attested by: _____
Jodee Schwinn, City Clerk

Approved as to Form:

Bruce Disend, City Attorney



John E. Galt
Contract Amendment #11
Extension for Hearing Examiner

Service Provider Name: John E. Galt

Professional Services: City of Duvall – Hearing Examiner

Original Contract Date: January 12, 2006

Amendment #1 - Agreement Extension:	January 1, 2007 – December 31, 2007
Amendment #2 – Agreement Extension:	January 1, 2008 – December 31, 2008
Amendment #3 – Agreement Extension:	January 1, 2009 – December 31, 2009
Amendment #4 – Agreement Extension:	January 1, 2010 – December 31, 2010
Amendment #5 – Agreement Extension	January 1, 2011 – December 31, 2011
Amendment #6 – Agreement Extension	January 1, 2012 – December 31, 2012
Amendment #7 – Agreement Extension	January 1, 2013 – December 31, 2013
Amendment #8 – Agreement Extension	January 1, 2014 – December 31, 2014
Amendment #9 – Agreement Extension	January 1, 2015 – December 31, 2015
Amendment #10 – Agreement Extension	January 1, 2016 – December 31, 2016
Amendment #11 - Agreement Extension	January 1, 2017 – December 31, 2017

Reason for Agreement Amendment: The City of Duvall wishes to extend the contract to December 31, 2017. Scope, services, and hourly rate (\$125.00) remain the same as 2016.

All other terms of the contract remain the same.

The City of Duvall and John E. Galt hereby accept the above described Amendment to the original agreement.

IN WITNESS WHEREOF, the authorized representative of the parties hereto has executed this Agreement by affixing their signatures in the space below.

DATED this _____ day of _____, 2016.

City of Duvall

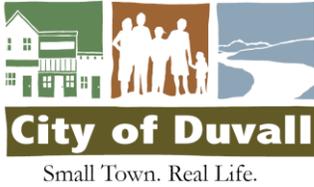
John E. Galt

By: _____
Will Ibershof, Mayor

By: _____
Authorized Representative

Attested by: _____
Jodi Wycoff, City Clerk

(printed Name, Title)



Department of Public Works

To: Mayor Ibershof and City Council Members

From: Boyd Benson, Interim Public Works Director

Date: October 24, 2016

Subject: Annual On-Call Consultant Roster 2017

BACKGROUND DISCUSSION:

Every Calendar Year the City of Duvall signs consulting agreements with various consultants for On-Call Consulting Services. Consultants assist City staff on projects for proposed developments, capital improvements and support of other miscellaneous tasks. Services may include but are not limited to: Professional engineering consultation, review development project plans and drawings, planning and permit coordination, review, survey, GIS and CAD mapping, CAD drafting and standard details, EIS preparation, Municipal facilities design and technical report preparation. Additionally, we require assistance with traffic Impact Analysis (TIA) for development applications reviewing for consistency with City regulations and policies, supporting the City with other traffic engineering and planning needs, including traffic volume forecasting, operations analyses, and conceptual designs. Most of the Contracts will be used for pass through dollars for development review.

CURRENT ACTIVITY:

In October 2016, the Consultant Roster from the MRSC website for Civil Engineering, Environmental Consulting, Building Structure and Roadway Improvement Services and Surveying and Mapping were reviewed.

Upon review a selection was narrowed for each category and Statement of Qualifications were printed and handed out for discussion with Staff in Public Works, Building Department and Planning Department.

The following list of Consultants were chosen as the most qualified and responsible:

Transpo Group:	\$30,000	SDA:	\$60,000
Murray Smith & Associates (MSA):	\$20,000	PACE:	\$20,000
Geo Engineers:	\$20,000	PGS:	\$20,000
KPG:	\$20,000	Andy Kovach Architects:	\$20,000
Parametrix:	\$40,000	ESA:	\$60,000
Otto Rosenau:	\$20,000	City of Redmond-on going	

FUTURE REQUEST FOR COUNCIL CONSIDERATION:

No action is requested at this time; however, in December, Council will be asked to:
Approve and authorize the Mayor to sign the On-Call Consulting Services Agreements for 2017.